

FRANCHISE DISCLOSURE DOCUMENT



Golden Corral Franchising Systems, Inc.
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The franchises described in this disclosure document are for the establishment and operation of family-oriented steakhouse and buffet style restaurants.

The total investment necessary to begin operation of a restaurant ranges from \$3,534,450 to \$6,828,230 for the less expensive restaurant design, and from \$4,860,450 to \$9,213,230 for the more expensive restaurant design. This amount includes \$51,400 to \$828,000 that must or may be paid to the franchisor or its affiliates for the less expensive restaurant design and \$51,400 to \$931,000 that must or may be paid to the franchisor or its affiliates for the more expensive restaurant design.

We grant development rights to developers which enable them to open a specified number of restaurants within designated development areas under separate franchise agreements. The development fee is \$20,000 for each restaurant to be established, and is credited against the initial franchise fee for each restaurant. In addition to the development fee, the total investment necessary to acquire development rights ranges from \$100 to \$16,000, none of which is payable to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, you may contact Nicki Miles at Golden Corral Franchising Systems, Inc., 5400 Trinity Road, Suite 309, Raleigh, North Carolina 27607, (919) 781-9310.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

The issuance date of this Franchise Disclosure Document is April 25, 2023.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits K and L.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit P includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Golden Corral business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Golden Corral franchisee?	Item 20 or Exhibits K and L list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and development agreement require you to resolve disputes with us by litigation only in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently North Carolina. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to sue us in North Carolina than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” pages for your state in Exhibit M.

FRANCHISE DISCLOSURE DOCUMENT
TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
ITEM 1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
ITEM 2	BUSINESS EXPERIENCE.....	4
ITEM 3	LITIGATION.....	5
ITEM 4	BANKRUPTCY.....	5
ITEM 5	INITIAL FEES.....	6
ITEM 6	OTHER FEES.....	8
ITEM 7	ESTIMATED INITIAL INVESTMENT.....	13
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	18
ITEM 9	FRANCHISEE'S OBLIGATIONS.....	22
ITEM 10	FINANCING.....	24
ITEM 11	FRANCHISOR ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	24
ITEM 12	TERRITORY.....	41
ITEM 13	TRADEMARKS.....	46
ITEM 14	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.....	48
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	49
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	50
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	51
ITEM 18	PUBLIC FIGURES.....	56
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS.....	56
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION.....	77
ITEM 21	FINANCIAL STATEMENTS.....	88
ITEM 22	CONTRACTS.....	88
ITEM 23	RECEIPTS.....	89

EXHIBITS:

- A. List of State Administrators
- B. Agents for Service of Process
- C. Area Development Agreement and Guaranty
- D. Franchise Agreement and Guaranty
- E. Golden Corral Corporation Store Back Office Software License Agreement
- F. Personal Computer Backoffice Installation and Training Support Agreement
- G. Personal Computer Backoffice Software and Hardware Support Agreement
- H. Coastal Equipment Company's Equipment Purchase and Sale Agreement
- I. Golden Corral Restaurants Help Desk Support Agreement
- J. Table of Contents to the Manual
- K. List of Franchisees as of December 28, 2022
- L. Franchisees Who Exited an Outlet in 2022
- M. State-Specific Disclosures and Agreement Amendments
- N. Certification
- O. Current Form of General Release
- P. Financial Statements

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

Golden Corral Franchising Systems, Inc. (“**Golden Corral**” or “**we**”) was incorporated in Delaware on December 6, 1985. Our principal place of business is 5400 Trinity Road, Suite 309, Raleigh, North Carolina. We do business under the names “Golden Corral,” “Golden Corral Buffet & Grill,” “Golden Corral Family Steakhouse Restaurant,” “Golden Corral Steaks, Buffet & Bakery,” and “GC Grill House,” and under no other names. Golden Corral has offered franchises similar to those offered in this disclosure document since April 1986, but has never owned or operated any similar company-owned businesses and has never operated or sold franchises in any other line of business.

Our Parent, Predecessor and Affiliates

We are a wholly-owned subsidiary of Golden Corral Corporation (“**GCC**”), our parent; in turn, GCC is a wholly-owned subsidiary of Investors Management Corporation (“**IMC**”). GCC has operated company-owned Golden Corral restaurants throughout the United States since 1973 and, as of our fiscal year end on December 28, 2022, owned and/or operated 4 such restaurants in the United States. GCC has never granted franchises in this or any other line of business. GCC, through its Coastal Equipment Company division (“**Coastal**”), also sells restaurant equipment, fixtures, furnishings, and signs to our franchisees. GCC also provides computer hardware and software support to our franchisees.

GCC is located at the same address as our principal place of business. IMC conducts business at 801 N. West Street, Raleigh, North Carolina 27603. Coastal conducts business at 130 Coastal Lane, Jacksonville, North Carolina 28546.

A list of state administrators appears in Exhibit A; our agents for service of process are listed in Exhibit B.

The Franchise Offered

Golden Corral offers franchises to an individual, group of individuals, corporation, limited liability company, or partnership (“**you**”) for a family-oriented buffet/grill style restaurant which features a wide variety of beef, pork, seafood, chicken, cold salads, vegetables, desserts at our in-store display bakery, and other food and beverage items for lunch, dinner, weekend breakfast (daily breakfast offered in some restaurants), and snacks. These restaurants must be operated in strict conformance with Golden Corral’s standards and operations procedures (“**System**”) and be identified by those trade names, service marks, trademarks, logos, emblems, and indicia of origin (collectively, “**Proprietary Marks**”) licensed by us to you. Restaurants operated under the System and Proprietary Marks are referred to as “**Restaurants**.” To obtain a franchise, you must sign the franchise agreement in the form attached in Exhibit D to this disclosure document (“**Franchise Agreement**”).

Restaurants usually are situated in a free-standing building, with accompanying ample parking, and may be located in a rural or urban setting, a suburban location near a shopping mall, or in a strip shopping center. Two Restaurant building designs are available to you as of the date of this disclosure document:

	<u>GC-11S</u>	<u>GC-11M</u>
Typical land requirement	60,000 - 90,000 sq. ft.	78,000 - 140,000 sq. ft.
Typical building size:*	7,571 - 8,404 sq. ft.	10,300 - 11,098 sq. ft.

*Building size may vary due to Golden Corral approved modifications.

In some instances, Golden Corral also may offer you the right to establish more than one Restaurant within a specified territory. To obtain these development rights, you must sign an Area Development Agreement (“**Development Agreement**”). Under the Development Agreement, each time you open a Restaurant, you will sign the then-current form of Franchise Agreement, whose terms may differ from those offered at this time. In some geographic areas, the only franchises granted by us are under Development Agreements. Our current form of Development Agreement is in Exhibit C to this disclosure document.

Golden Corral also offers franchises for existing Restaurants currently owned by GCC. In such circumstances, you will acquire the Restaurant assets from GCC as well as a franchise from us. In this disclosure document, we describe these Restaurants as “**Conversion Restaurants.**”

As of the date of this disclosure document, we also have programs to encourage Golden Corral franchisees to: (1) pursue possible acquisition of sites vacated or to be vacated by our competitors; and (2) pursue possible acquisition of sites vacated in 2020 or 2021 by GCC and/or by other Golden Corral franchisees due to compliance with related federal, state and local government emergency declarations and mandates in response to the outbreak of novel coronavirus disease (“COVID-19”) that commenced in March 2020. Please see Item 5 for further information.

We are also currently offering a financial incentive for those who sign a Development Agreement or site-specific Franchise Agreement by July 15, 2023 (or by a later date, if we extend the program) and open one or more Restaurants within 24 months after signing the agreement (the “**New Development Incentive Program**”). The New Development Incentive is also available to existing franchisees who have a Development Agreement and open Restaurants within 24 months after the launch of the program. Please see Items 8 and 11 for details. The New Development Incentive Program is not available for re-openings of existing Restaurants that were previously closed (due to COVID-19 or otherwise), relocations of existing Restaurants on the same or adjacent parcel of land, or for any Golden Corral-

approved ghost kitchen operation. Incentive programs cannot be combined and may have additional requirements.

General Market for the Services/Competition

The market for family-oriented buffet restaurants is well established and is characterized by intense competition. Your Restaurant will compete with other franchised restaurants, independently owned restaurants, restaurants of well-known national chains, and restaurants which are a part of local and regional chains. Your Restaurant will experience the most direct competition from local, moderately-priced steakhouses and buffet/cafeteria style restaurants and steakhouse chains. Your Restaurant also will compete with fast food and family restaurants that feature items other than steak. Your ability to compete will depend upon factors such as the geographic area, location, and local economic conditions as well as the skill of your management team and employees. You also may compete with Restaurants owned and operated by GCC, as well as franchise restaurant concepts operated or licensed by affiliates of IMC.

Government Regulations

You must comply with all local, state, and federal laws that apply to your Restaurant operations. Golden Corral is not aware of any Federal laws or regulations applicable to our Restaurants that would not apply to restaurant businesses generally, but you should consult with your attorney on this subject, especially with respect to state and local laws and ordinances that may affect your Restaurant operations at your particular location.

We currently permit, but do not require, serving alcohol in your Restaurant. If you elect to serve alcohol, or if we make it a requirement, you must obtain a liquor license and any other comparable permits, licenses and authorizations from the government bodies having jurisdiction (federal, state and local) or otherwise necessary for such use of the premises (the "Liquor License"). You must keep your Liquor License in full force and effect at all times that you serve alcoholic beverages on the premises of the Restaurant.

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ITEM 2
BUSINESS EXPERIENCE

President and Chief Executive Officer, Director: Michael Lance Trenary

Mr. Trenary has been President and Chief Executive Officer of Golden Corral and GCC since January 2015. He has been a Director of Golden Corral since January 2013. He has been associated with Golden Corral affiliates since January 1986.

Chief Development Officer: David M. Conklin

Mr. Conklin has been Chief Development Officer of Golden Corral and GCC since December 2021. He was Senior Vice President of Development from March 2014 to November 2021.

Executive Vice President, General Counsel and Secretary: R. Chappell Phillips

Mr. Phillips has been Executive Vice President, General Counsel and Secretary of Golden Corral and GCC since December 2021. He was Senior Vice President, General Counsel and Secretary from August 2017 to November 2021, and he was Assistant General Counsel and Assistant Secretary from May 2013 to July 2017.

Chief Financial Officer: James D. Laverty

Mr. Laverty has been Chief Financial Officer since December 2021. He was Senior Vice President of Finance and Administration of Golden Corral and GCC from May 2014 to November 2021. He has been associated with Golden Corral affiliates since March 1981.

Chief Marketing Officer: Paul A. (“Skip”) Hanke

Mr. Hanke has been Chief Marketing Officer of Golden Corral and GCC since October 2021. He was Executive Director of Brand Marketing of Applebee’s Restaurants from August 2017 to January 2020, and he was their Director of Brand Marketing/Media Director from December 2014 to July 2017.

Chief People Officer: Rachelle (“Shelley”) Wolford

Ms. Wolford has been Chief People Officer of Golden Corral and GCC since December 2021. She was Senior Vice President of Strategy and Communication from March 2018 to November 2021. She was Vice President of National Marketing and Media for Golden Corral from February 2012 to February 2018.

Division President: David P. Webb

Mr. Webb has been Division President since March 2020 and was President of Division 2 of Golden Corral from January 2017 to March 2020. He was President of Division 1 of Golden Corral and GCC from August 2014 to January 2017. He has been associated with Golden Corral affiliates since June 2001.

Division President: Kim L. Davis

Mr. Davis has been Division President since March 2020 and was President of Division 4 of Golden Corral and GCC from August 2014 to March 2020.

Division President: Rolando “Roy” Hinojosa

Mr. Hinojosa has been Division President since August 2014. He has been associated with Golden Corral affiliates since April 2000.

ITEM 3 **LITIGATION**

BANKUNITED, NA v. GC OF VINELAND, LLC, WILLIAM SCISM and KAREN SCISM, and GC OF VINELAND, LLC, WILLIAM SCISM and KAREN SCISM (Third-Party Plaintiffs) v. GOLDEN CORRAL CORPORATION, GOLDEN CORRAL FRANCHISING SYSTEMS, INC. and FIRST CHATAM BANK (Third-Party Defendants), U.S. District Court for the District of New Jersey, Civil Action No.: 2:18-CV-12879 (ES/CLW), third-party complaint originally filed July 16, 2018. In this action, a Golden Corral franchisee and its owners were sued by a lender after defaulting on a note. The franchisee and its owners (collectively, “third-party plaintiffs” or the “Scisms”) then asserted several third-party claims against Golden Corral Corporation and Golden Corral Franchising Systems, Inc. (collectively, “Golden Corral”). Most third-party claims were dismissed by way of the Court’s Order dated December 4, 2019. The third-party plaintiffs’ breach of contract and New Jersey Franchise Practices Act claims remain, which Golden Corral has answered and intends to defend vigorously.

Golden Corral filed a separate lawsuit against the Scisms seeking payment of franchise fees of over \$1 million dollars arising out of the Scisms’ abandonment of the franchise. This lawsuit was filed in the United States District Court for the Eastern District of North Carolina and styled Golden Corral Franchising Systems, Inc. v. GC of Vineland, LLC, William J. Scism, and Karen L. Scism, Civil Action No. 5:19-cv-255 (BO). The action was later transferred and consolidated into the BankUnited matter. The Scisms’ motion to dismiss Golden Corral’s affirmative claims was denied on September 30, 2021. Golden Corral intends to press its claim for damages as well as defend the remaining third-party claims.

Other than the above action, no litigation is required to be disclosed in this Item.

ITEM 4 **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 **INITIAL FEES**

Development Fee

Your Development Agreement will specify the number and type of Restaurants you must open during the mutually agreed-upon time frame. The development fee is \$20,000 for each Restaurant to be developed. The development fee is due when you sign the Development Agreement and is non-refundable. However, if you are in full compliance with your development obligations under your Development Agreement, Golden Corral will credit \$20,000 towards the initial franchise fee payable under each Franchise Agreement executed under the Development Agreement.

Franchise Fee

A. Franchise Agreements Signed Under a Development Agreement

If you have a Development Agreement, when you sign the Franchise Agreement for each Restaurant, you will pay our then-current initial franchise fee. As of the date of this disclosure document, our initial franchise fee is \$50,000. A portion of your development fee will be credited against your initial franchise fee. Depending on the form of Development Agreement you signed, you will pay us either \$25,000 or \$15,000 when you sign the Franchise Agreement, with the remaining balance of the franchise fee payable 14 days before the opening of the Restaurant. The initial franchise fee is non-refundable.

B. Franchise Agreements Signed Without a Development Agreement

The initial franchise fee, regardless of building design, is \$50,000, payable as follows: \$20,000 when you sign the Franchise Agreement, \$15,000 when we notify you of site approval for the Restaurant, and \$15,000 at least 14 days before opening the Restaurant. The initial franchise fee is non-refundable. In 2022, all franchisees who signed a Franchise Agreement without a Development Agreement paid a uniform initial franchise fee of \$50,000, except for a number of franchisees who obtained franchises for shorter initial term(s) and thus paid prorated initial franchise fees.

Incentive Programs

As noted in Item 1, we have a program to encourage Golden Corral franchisees to pursue possible acquisition of sites vacated or to be vacated by competitors. If you notify us that that a vacated competitor site is available to you, we will determine whether the market is available for a Golden Corral franchise and, if so, we will make a preliminary assessment of whether the site meets our development criteria and how it would affect existing Golden Corral restaurants and planned development. If (a) the former competitor location passes our preliminary assessment; (b) you sign a site-specific Franchise Agreement for that location; and (c) you open a Golden Corral restaurant in the location within 12 months of signing the Franchise Agreement, then you will pay us a non-standard, non-refundable

franchise fee of \$10,000. If Items (a) – (c) are not satisfied, then the franchise fee will be \$30,000.

Also, we have a temporary program to encourage Golden Corral franchisees to pursue possible acquisition of sites vacated in 2020 and 2021 by other Golden Corral franchisees due to compliance with related federal, state and local government emergency declarations and mandates in response to the outbreak of COVID-19 that commenced in March 2020. If you notify us that that a vacated site is available to you, we will determine whether the market is available for a Golden Corral franchise. If (a) the former location passes our preliminary assessment; (b) you sign a site-specific Franchise Agreement for that location; and (c) you open a Golden Corral restaurant in the location within 90 days of signing the Franchise Agreement, then you will pay us a non-standard, non-refundable franchise fee in which no franchise fee is charged to you relative to the first two years of the initial franchise term granted to you.

In addition, we have an incentive program to encourage expansion by franchisees that have owned and operated a Golden Corral restaurant for at least one year as of December 31, 2022. Eligible franchisees who sign a new area development agreement by April 15, 2024 will pay an initial franchise fee of \$15,000. This non-refundable fee represents the entire franchise fee if the approved Restaurant is under construction within 18 months of executing the area development agreement. If the Restaurant is not under construction within eighteen (18) months, the franchise fee would be the standard amount of \$50,000.

Finally, our New Development Incentive Program offers financial incentives for the development of new Restaurants under Development Agreements currently in effect and for new Development Agreements and site-specific Franchise Agreements signed by July 15, 2023 (unless we elect to extend the deadline). The incentives under this program do not affect the initial franchise fee, however; please see Items 8 and 11 for details. The New Development Incentive Program is not available for re-openings of existing Restaurants that were previously closed (due to COVID-19 or otherwise), relocations of existing Restaurants on the same or adjacent parcel of land, or for any Golden Corral-approved ghost kitchen operation.

Incentive programs cannot be combined, and additional restrictions may apply. We may discontinue particular incentive programs at any time without notice.

VetFran Program

Golden Corral is a member of the International Franchise Association (IFA) and participates in IFA's VetFran Program, which provides special financial incentives to honorably discharged military veterans or wounded warriors. Our program applies to any veteran or returning service member who qualifies and signs either a Development Agreement or Franchise Agreement to develop a Restaurant. We offer a 50% discount ("Veteran Discount") of the initial fee to individuals who qualify under VetFran. If the new franchisee is a corporation, limited liability company, or other entity, then the Veteran Discount applies if one or more eligible Veterans own more than 50% of the new franchisee.

* * *

In addition to the franchise fee and development fee, you must pay us \$1,400 to \$1,600 before opening for a license to use the required back-office software for the Restaurant. If you use Coastal for equipment, signs and other build-out items for the Restaurant, the estimated amounts you will pay Coastal are \$700,000 to \$925,000 for the GC-11S building design and \$1,100,000 to \$1,400,000 for the GC-11M building design.

To the extent you use sources other than Coastal for equipment, signs and other build-out items, the amounts shown above will be reduced by the amount you pay to the other sources.

Payments made to us or an affiliate for these items are not refundable. The refundability of payments you make to others will depend on the arrangement you make with the supplier you choose. We do not collect any monies on behalf of third parties.

ITEM 6
OTHER FEES

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Royalty	4% of Gross Sales	Weekly by electronic funds transfer	See Note 2
Opening Advertising	\$10,000 - \$15,000	Before, at, and during the first 90 days after opening	Please refer to Item 11 for details
Advertising Contributions	2% - 6% of Gross Sales – Currently 2.4%	Weekly by electronic funds transfer	Please refer to Item 11 for details
Required Software	Microsoft Office 365 - \$60 CheckPoint email security package - \$15 CBS Northstar recipe viewer system - \$35 Plus applicable taxes	Quarterly	You are required to use these programs and to access them through GCC's enterprise license for each program. The charges are subject to increase over time. Please refer to Item 11 for details

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Transfer	Franchisees pay 5% of the then-current initial franchise fee. Developers pay the greater of 5% of the aggregate development fee paid by the selling developer or our costs to review the proposed transfer	Before transfer	We do not impose a fee for transfers from a partnership or sole proprietorship to a corporation in which the former partners or sole proprietors own all of the outstanding stock
Securities Offering	The greater of our reasonable costs and expenses to review the securities offering or \$10,000	30 days before the start date of the offering	You must obtain our prior approval for all securities offerings
Renewal	Then-current initial franchise fee applicable to the Restaurant design being renewed divided by number of years in the initial term under the then-current franchise agreement multiplied by five	When signing new Franchise Agreement	Developers have no renewal rights
Audit by Franchisor	Cost of Audit	As incurred	See Note 3
Late Fee for Overdue Payments	\$75.00	As incurred	
Interest on Overdue Payments	Lesser of 1.5% per month (calculated daily) or maximum legal rate	As incurred	Interest payments on overdue amounts are in addition to other remedies available to Golden Corral
Additional Training	Training materials are currently \$205	Before training	See Note 4
Site Selection	Reasonable expenses (including travel, meals, and lodging)	As incurred	See Note 5

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	You must reimburse us for our expenses in enforcing or terminating the Franchise Agreement
Indemnification	Will vary under circumstances	As incurred	You must reimburse us and certain entities and individuals associated with us for any and all costs and expenses associated with, as well as any payments made, in defending against any claims arising from your actions
Relocation Fee	The then current initial franchise fee less unamortized portion of previously paid initial franchise fee	Before Relocation	Golden Corral has the option to charge this fee, but may not always do so. Please refer to Item 12 for details
Approval of New Products or Suppliers	Will vary depending on circumstances	When request is made	You must reimburse us for our reasonable costs in reviewing and evaluating your request. The fee for reviewing suppliers of electronic point-of-sale equipment will range between \$4,000 - \$10,000

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Operation and Maintenance of Computer System	Varies depending on agreements selected. Please refer to Item 11 under the subheading "Computer System" for information about estimated costs	Varies	Our affiliate, GCC, offers several computer software and hardware maintenance and support agreements. You are not required to enter into any of these agreements with GCC. Please refer to Item 11, "Computer System," for further details
Future Royalty and Advertising Fees	Greater of \$50,000 or the sum of the royalty fees and advertising marketing fees you were obligated to pay for the last 12 months of operation	On demand	Payable only if we terminate the Franchise Agreement based on your uncured default.

Notes:

1. Unless otherwise noted, all fees are non-refundable, payable to us or our affiliate, and uniformly imposed on all franchisees receiving this offering. Unless otherwise noted, the fees and expenses are for franchisees, and not developers.
2. **"Gross Sales"** are defined as all receipts from the sale of food, beverages, and merchandise or services in or from the Restaurant and all other income of every kind and nature related to the Restaurant and/or generated or initiated from the Restaurant premises, (including off-premises catering, vending machine, electronic or other game machine receipts and employee meals at discounted sales prices) whether for cash or credit, and regardless of collection in the case of credit. Gross Sales do not include refunds or any sales taxes or other taxes collected by you for transmittal to the appropriate taxing authorities.
3. This expense is payable if an audit reveals an understatement of 3% or more of the amount due Golden Corral. We have not as yet audited any franchisee and, thus, have no prior experience on which to make an estimate. Costs could range from \$2,000 to \$20,000.

4. This fee applies to initial training offered to any additional manager after we have trained the number of initial managers required for each Restaurant. We also have the right to require your managers to attend additional training programs as well as to charge a fee for these programs. Please see Item 11 for details about this expense.
5. Golden Corral will not charge for the first two site evaluations per Restaurant. We have not as yet charged a fee for evaluating a site and, thus, have no prior experience on which to make an estimate. Your fee will reimburse us for our reasonable expenses, and we will not make any profit. We would not anticipate that the cost would exceed \$10,000.

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ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

A. <u>Franchisees</u>	<u>Type of Expenditure</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is to be made</u>
		Restaurant Design <u>GC-11M</u> <u>GC-11S</u>			
	Initial Franchise Fee <u>1/</u>	\$50,000	Installments	Periodically. See Item 5.	Golden Corral
	Purchase of Land <u>2/</u>	\$800,000 to \$3,000,000	As arranged	As arranged	Seller
	Construction, Contractor Site Preparation, Leasehold Improvements <u>3/</u>	\$2,600,000 to \$4,100,000	As arranged	As arranged	Contractors
	Signage <u>4/</u>	\$70,000 to \$91,000	As arranged	As arranged	Coastal and/or third-party Vendors
	Furniture and Equipment <u>5/</u>	\$1,030,000 to \$1,309,000	As arranged	As arranged	Coastal and/or third-party Vendors
	Opening Advertising <u>6/</u>	\$10,000 to \$15,000	As arranged	As arranged, but before or within 90 days after opening	Vendor
	Initial Training <u>7/</u>	\$75,050 to \$176,630	As arranged	As incurred	Suppliers of transportation,

<u>Type of Expenditure</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is to be made</u>
	Restaurant Design GC-11M GC-11S			
Back Office Software License	\$1,400 to \$1,600	Lump sum	Before opening	Golden Corral food & lodging employees
On-Site Assistance Costs Z/	\$125,000 to \$195,000	As arranged	Before to and upon opening	Suppliers of transportation, food & lodging, employees
Inventory 9/	\$50,000 to \$85,000	As arranged	Before opening	Suppliers
Insurance 9/	\$30,000 to \$65,000	As arranged	As arranged	Insurers
Additional Funds (first 3 months of operation) 10/	\$19,000 to \$125,000	As arranged	As incurred	Various
TOTAL	<u>\$4,860,450 to \$9,213,230</u>			
	<u>\$3,534,450 to \$6,828,230</u>			

Notes:

This chart represents our estimate of your initial investment for one Restaurant. These costs may vary, and the total cost may affect Golden Corral's willingness to approve a site or construction of a particular building design. This chart and the notes below assume that the Restaurant location is not a former competitor location under the incentive program described in Item 5. The costs of reimaging a former competitor location are likely to differ from the typical range of buildout costs for a Restaurant described in this Item.

- 1/ Please refer to Item 5 for details. This figure assumes that no incentive program or VetFran discount applies.

- 2/ The figures in the table are based on the estimated cost of your purchase of improved or unimproved land and estimated required site preparation costs, excluding depreciable leasehold improvements. Special site restaurant costs may be higher. These payments will be paid in the manner as arranged with the seller. Golden Corral expects you to obtain topographical and boundary surveys, obtain environmental and geotechnical soil evaluations, and purchase or lease the land. Golden Corral estimates that the square foot cost of unimproved land for a free-standing building will range between approximately \$13.38 and \$22.89 for GC-11S Restaurants and between \$18.35 and \$27.53 for GC-11M Restaurants, depending upon the location, market conditions, easements, and the degree of site preparation required before construction. If you lease the Restaurant premises, these costs will be reflected in the rent.

- 3/ Before beginning operation, you must construct, decorate, and equip the Restaurant to conform to Golden Corral's standards and specifications. Costs will vary depending on whether the property is purchased or leased. Costs also will vary depending on whether you purchase unimproved land and construct the premises or convert a pre-existing building. Expenses are likely to be paid in progress payments before opening the Restaurant. The figures in the table are based on the estimated costs for site preparation and constructing the premises on unimproved land that has been purchased; however, in certain situations the costs may exceed those reflected in the chart. Typically, site preparation includes demolition, if needed, clearing, grading, soil tests, paving, walks and pads, utilities, storm drainage, lighting, retaining walls, fences, landscaping and irrigation. Some jurisdictions may require off-site improvements such as acceleration and deceleration lanes, turn lanes, traffic signals, and other work and some sites may require environmental clean-up costs if there has been soil contamination or similar events; these requirements could add substantially to the costs outlined in the chart. Building construction typically includes structure and roofs, exterior finishes, partitions and ceilings, doors and hardware, heating and cooling systems, plumbing and fixtures, electrical and lighting, painting and wall covering, floor covering (excluding carpet), fire prevention and alarm systems. You will incur architectural and engineering fees in constructing or converting the premises, or making leasehold improvements. You must employ a

qualified, reputable, properly-licensed general contractor who is not disapproved by us to supervise construction and/or reimagining of the Restaurant and completion of all improvements, and you must submit a statement identifying the general contractor and all subcontractors and consultants providing services in connection with construction and/or reimagining. Construction costs may be higher if you request non-required additions or modifications that are then approved by Golden Corral. If you lease the Restaurant premises, Golden Corral estimates the annual rental of the required space will be 9% to 12% of what would have been the total cost of acquisition and construction of the property. Some jurisdictions assess high impact or similar type fees, and require significant off-site work as part of the zoning, permitting or other approval process. These higher than usual fees/costs could be as high as \$700,000 or more, and will make, in certain instances, the construction/site preparation costs exceed the estimates appearing in the table.

- 4/ You must have one free-standing sign. This estimate includes both exterior and interior signage, as well as the cost of installation, freight, foundation, and internal wiring. You will need to arrange the payment method and schedule of payments with the vendor.
- 5/ You will need tables, chairs, and booths for seating approximately 278 to 300 customers for a GC-11S Restaurant and 380 to 400 customers for a GC-11M Restaurant. You also must purchase the manager's office furniture, computer equipment, kitchen equipment, small wares/utensils, grills, exhaust equipment with a fire suppression system, refrigeration, fire prevention equipment, and equipment for food bars. You must submit a list identifying the vendor(s) which are to supply furniture, fixtures and equipment to the Restaurant. You will need to arrange the payment method and schedule with the vendors.
- 6/ Please see Items 6 and 11 for details about opening expenses for marketing. You and the respective vendors and employees must arrange the payment method and schedule. For Restaurants that qualify for our New Development Incentive Program, you may be eligible for a marketing credit for your new Restaurant opening; please see Item 11.
- 7/ Please see Item 12 for details about these expenses, which must be paid in lump sums as incurred. Golden Corral estimates that you will employ between 20 to 24 A-Team members for on-site assistance. A-Team members are employees who have completed a 3-phase Crew Trainer/A-Team Certification program through Golden Corral's eLearning Center and have met certain performance requirements. The estimate in the table includes the costs of employing these individuals and the transportation, food, lodging, and other expenses associated with their status as your employees, as described in Item 11. If this is your first Restaurant, your General Manager and associate manager-kitchen may be required to also attend Practice Management training, in which event your initial training costs could increase by as much as \$34,000. Please refer to Item 11, "Training," for details about the Practice Management training program. For Restaurants that qualify for our New

Development Incentive Program, you may be eligible for reimbursement of certain training costs.

- 8/ Inventory includes food items such as fresh meats, produce, sauces and condiments, and other supplies, such as paper goods and cleaning supplies. The variation in the estimate is due, in part, to the requirements of each individual franchisee based on the franchisee’s estimate of projected sales, as affected by both customer seating capacity and variations in relative cost of certain menu items. You will need to arrange the method of payment with the vendors.
- 9/ The estimates are your costs for the minimum insurance required by the Franchise Agreement for a three-month period. The estimates for insurance will vary depending on rates and practices applicable to a particular locality. Payments to insurance agents and insurers are as arranged.
- 10/ Franchisees will need additional funds to support on-going expenses, such as payroll, supplies, rent, utilities, and business licenses, to the extent that these costs are not covered by Gross Sales. The estimate does not include the cost of obtaining an alcoholic beverage license, if necessary. You must pay these expenses as arranged with vendors, creditors, and government agencies as they are incurred. Additional fund needs will vary widely among businesses. A new business may, initially, result in a negative cash flow. The amount shown is the minimum recommended at the opening of the Restaurant in order to cover on-going expenses in excess of Gross Sales for the first 3 months of Restaurant operations. There is no assurance that you will not need additional funds. We have relied on the previous experience of our existing franchises in estimating your additional fund needs.

B. Area Developers

<u>Type of Expenditure</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is to be made</u>
Development Fee <u>1/</u>	\$20,000 for each restaurant to be developed	Lump sum	When the Area Development Agreement is signed	Us
Site Selection	\$100 to \$15,000	As incurred	As agreed	Varies
Professional Fees <u>2/</u>	\$0 to \$1,000	As agreed		Various
TOTAL <u>3/</u>	<u>\$20,100 to \$36,000</u>			

Notes:

- (1) See Item 5.
- (2) You may incur additional legal, accounting and other fees for reviewing the Development Agreement.
- (3) For each Restaurant you develop under the Development Agreement, you will also incur the expenses in the first table in this Item 7.

* * *

All payments to us in this Item are nonrefundable. Refundability of your payments to others will depend on the arrangements you make with them.

We do not provide financing to franchisees in connection with their initial investment. The availability and terms of financing from third parties will depend upon such factors as your creditworthiness, collateral that you make available, and the policies of local lending institutions.

ITEM 8 **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

We do not require you to purchase any goods or services from Golden Corral or from suppliers designated by Golden Corral, except for (1) one or more independent foodservice distributors we designate as the primary distributor of food and supplies to Golden Corral restaurants; and (2) processing of Golden Corral Gift Card transactions, for which you must use RBS WorldPay. In general, you must purchase goods and services as well as fixtures, furnishings, signs, supplies, and equipment (collectively, “**Items**”) from suppliers who have been approved by Golden Corral and/or from among items which conform to Golden Corral’s specifications. We do not provide material benefits to any franchisee based on a franchisee’s use of approved suppliers. Except as described below, neither we nor our affiliates receive any payments or other benefits from suppliers we approve.

You must purchase all Items used in the operation of the Restaurant solely from suppliers (such as distributors, manufacturers, wholesalers, or brokers) who demonstrate, to the continuing reasonable satisfaction of Golden Corral, the ability to meet Golden Corral’s then-current standards and specifications for such items; who possess adequate quality controls and capacities to supply and service your needs promptly, reliably, and at competitive prices; and who we have approved in writing and not later disapproved. Golden Corral will designate or approve suppliers after testing their products and evaluating their quality control and service systems. Suppliers of computer hardware and/or software also must be able to demonstrate to our satisfaction that their products are compatible with our current computer system. Please refer to Item 11 under the heading “Computer System” for

further details about our computer system and its current hardware and software requirements.

All approval criteria are available to franchisees. Approval for new or alternative products takes approximately 3 to 4 months; approval for new suppliers generally takes from 2 weeks to 4 months. Products which involve a significant deviation from the System will take longer to approve. Approval of products or suppliers may be revoked if the product or suppliers fail to meet Golden Corral's standards of quality, specifications, or service; if Golden Corral no longer promotes the product; or if the supplier no longer meets Golden Corral's minimum criteria for approval. If you desire to purchase an Item from an unapproved source, you must submit to Golden Corral a written request for approval, or must request the supplier itself to do so. Golden Corral will have the right to require that its representatives be permitted to inspect the supplier's facilities and that samples be delivered either to Golden Corral or to an independent laboratory designated by Golden Corral for testing. You or the supplier must pay a charge not to exceed the reasonable cost of the inspection and the actual cost of the test. If your request involves a new menu offering, then you also must reimburse us for our costs in obtaining detailed nutritional information about the menu offering.

We may, in our sole discretion, establish one or more strategic alliances or preferred vendor programs with one or more suppliers who are willing to supply all or some Restaurants with some or all of the products and/or services that Restaurants are authorized to offer to customers. Any programs that we might establish may limit and/or require you to use suppliers other than those that you would otherwise use, and/or limit the number of approved suppliers with whom you may do business. As of the date of this disclosure document, we have not established any such programs.

We have approved one source of the hardware and software required for each Restaurant (see Item 11 under "Electronic Point-of-Sale Equipment"). If you would like to use a non-approved vendor for the required hardware and/or software, the software must meet all our specifications, and the vendor must be able to install the equipment and train GCC and your personnel in its operation. The vendor also must be able to support the hardware and software on an on-going basis, and must have at least 3 recent consecutive years of success in servicing restaurant clients. You must submit a request for approval of the vendor at least 120 days before intended installation, along with a check for \$4,000. The total cost of the approval process is estimated to run between \$4,000 and \$10,000, depending upon the length of time needed to complete our testing and evaluation. You are responsible for paying testing costs. You must obtain Golden Corral's approval for any hardware or software at least 90 days before the date on which you need to install the equipment. The proposed vendor must send a complete test system to us, or our designee, for testing and evaluation.

Golden Corral is not an approved supplier for any Item. Our parent, GCC, is an approved supplier for a variety of restaurant equipment, fixtures, furnishings, signs, and computer hardware and software services. For those Items you are purchasing from GCC's

Coastal division, we expect that you will sign Coastal's Equipment Purchase and Sale Agreement (Exhibit H) during the construction phase of your Restaurant.

In fiscal year ending December 28, 2022, franchisees purchased \$7,739,298 of Restaurant equipment and other Items from GCC (including Coastal), which sum represents 6.2% of GCC's total revenues of \$125,458,406 for the 2022 fiscal year, based on GCC's consolidated financial statements and internal accounting records. GCC also is an approved supplier of ancillary services pertaining to computer hardware and software, and received revenues of \$1,141,035, or 0.9% of its total revenues, from franchisee payments for these services in the fiscal year ending December 28, 2022. Finally, GCC is the lessor or sub-lessor of certain franchised Restaurant premises. In the fiscal year ending December 28, 2022, GCC received \$3,141,969 in rent payments by franchisees; these payments are not included in revenue on GCC's income statement because they are recognized as a reduction of costs for accounting purposes.

We also have approved suppliers that are not affiliated with us for various goods and services. None of our officers owns an interest in any unaffiliated companies that are vendors or suppliers to the Golden Corral System.

Golden Corral negotiates numerous product purchase arrangements with suppliers, including shipping and delivery fees, for the benefit of franchisees and GCC-owned restaurants. These purchase arrangements offer savings from the price charged in the absence of any special arrangement. The types of products or services for which Golden Corral negotiates arrangements are food, soft drinks, smallwares, janitorial supplies, paper supplies and uniforms. Golden Corral also has negotiated an arrangement with a company to purchase, warehouse and deliver products to franchisees.

Currently, franchisees participating in our New Development Incentive Program can earn rebates on their purchases from our designated foodservice distributors (such as McLane Foodservice) for new Restaurants developed under the program. Specifically, each qualifying Restaurant will earn credits on such Restaurant's designated foodservice distributor account in the amounts as follows: (i) 3% of each such Restaurant's Gross Sales in year 1, (ii) 2% of each such Restaurant's Gross Sales in year 2, and (iii) 1% of each such Restaurant's Gross Sales in year 3 ("year 1" is the one-year period from the date of the Restaurant opening). The credits will be calculated from the distributor's invoices to the Restaurant and paid no less frequently than quarterly in arrears directly to the distributor. You will be asked to submit invoices to us or consent to your distributor's sharing of that information. We have the right to change the timing and method of calculation and payment. You may also qualify for other benefits described in Item 11.

All items you purchase for the establishment of the Restaurant as well as in the Restaurant's ongoing operations must conform to Golden Corral's specifications and must be purchased from approved suppliers unless otherwise approved by Golden Corral. We estimate that your purchases from approved suppliers will represent approximately 100% of your total purchases and leases in both establishing your Restaurant and in the continuing operation of your Restaurant.

GCC may derive revenue from certain approved suppliers. For example, some companies contribute to the cost of point-of-sale advertising materials bearing the company's name which are used by franchisees and affiliate-owned Restaurants, as well as to GCC for the national advertising fund and marketing programs designed to increase the sale of products supplied by the companies. In addition, we and our affiliates have the right to collect and retain any and all allowances, rebates, credits, or benefits (collectively, "**Allowances**") offered by manufacturers, suppliers, and distributors to us or our affiliates based upon franchisees' purchases of products and services from them. We and our affiliates are authorized to collect and retain Allowances without restriction unless otherwise instructed by the manufacturer, supplier, or distributor.

All advertising and promotion you use must be in the media and of the type and format that we may approve, must be conducted in a dignified manner, and must conform to standards and requirements we may specify. Please see Item 11 under the heading "Advertising" for information about the procedure to obtain our approval of advertising and promotional materials you prepare.

You must, at your own expense, construct all improvements to the Restaurant premises to conform to the generic plans and specifications furnished by us. You must employ a qualified architect or engineer to prepare final plans and specifications for constructing the improvements based upon the plans and specifications furnished by us, and you must submit final site-adapted plans and specifications to us and not proceed with any construction until you have obtained our prior written approval. You must not deviate from any approved plans or specifications without our prior written approval.

If you operate the Restaurant premises under a lease, you must, before executing the lease, submit it to us for our written approval. Our approval, which may be conditioned upon the inclusion of one or more of the terms and conditions for your lease which are required by the Franchise Agreement, should not be deemed to be an endorsement by us of the legal or business terms of the lease.

You must obtain insurance for the Restaurant which conforms to our minimum standards for coverage and amount that appear in the Manual or otherwise in writing. The insurance must be provided by insurers we approve. Your insurance must provide primary and non-contributory coverage to us and GCC, and we and GCC must be named as additional insureds. Any insurance which we or GCC might obtain which covers all or a portion of the same risk will be excess coverage for Golden Corral's and GCC's benefit only.

Golden Corral does not have any purchasing or distribution cooperatives.

Golden Corral considers a variety of factors when determining whether to renew or grant additional franchises. Among the factors considered is compliance with the requirements described above.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and Development Agreement. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
a. Site selection and acquisition/lease	§ 5 of the Franchise Agreement; Site Selection Addendum; § 3 of Development Agreement	Items 6, 8, and 11
b. Pre-opening purchases/leases	§§ 5 and 6 of the Franchise Agreement; § 3 of the Development Agreement	Items 5, 7, and 8
c. Site development and other pre-opening requirements	§§ 5, 6, 11, 12 of the Franchise Agreement; none in the Development Agreement	Items 7, 8, and 11
d. Initial and ongoing training	§ 6 of the Franchise Agreement; § 3 of the Development Agreement	Items 6, 7, and 11
e. Opening	§§ 5, 6, and 11 of the Franchise Agreement; none in the Development Agreement	Items 6, 7, and 11
f. Fees	§§ 2, 4, 5, 10, 11, and 13 of the Franchise Agreement; § 2 of the Development Agreement	Items 5 and 6, 8
g. Compliance with standards and policies/Operating Manual	§§ 6, 7, and 9 of the Franchise Agreement; none in the Development Agreement	Items 8, 14, and 16
h. Trademarks and proprietary information	§§ 7, 8, and 9 of the Franchise Agreement; none in the Development Agreement	Items 13 and 14
i. Restrictions on products/services offered	§ 6 of the Franchise Agreement; none in the Development Agreement	Item 8, 16
j. Warranty and customer service requirements	Not applicable	Not applicable

<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
k. Territorial development and sales quotas	§ 1 of the Franchise Agreement; § 1 of the Development Agreement	Item 12
l. Ongoing product/service purchases	§ 6 of the Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	§§ 2, 5, and 6 of the Franchise Agreement; none in the Development Agreement	Item 8
n. Insurance	§ 12 of the Franchise Agreement; none in the Development Agreement	Item 7
o. Advertising	§§ 4 and 11 of the Franchise Agreement; none in the Development Agreement	Items 6, 7, and 11
p. Indemnification	§ 19 of the Franchise Agreement; § 10 of the Development Agreement	Item 6
q. Owner's participation/management/staffing	§§ 6 and 16 of the Franchise Agreement; §§ 7 and 8 of the Development Agreement	Item 15
r. Records and reports	§§ 4 and 10 of the Franchise Agreement; none in the Development Agreement	Item 6
s. Inspections and audits	§§ 5 and 10 of the Franchise Agreement; none in the Development Agreement	Items 6 and 11
t. Transfer	§ 13 of the Franchise Agreement; § 7 of the Development Agreement	Item 17
u. Renewal	§ 2 of the Franchise Agreement; None in the Development Agreement	Item 17
v. Post-termination obligations	§ 15 of the Franchise Agreement; § 6 of the Development Agreement	Item 17

<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
w. Non-competition covenants	§ 16 of the Franchise Agreement; § 8 of the Development Agreement	Item 17
x. Dispute resolution	§ 23 of the Franchise Agreement; § 13 of the Development Agreement	Item 17
y. Compliance with enhanced operational standards of current Restaurants as a prerequisite to opening new Restaurants	§ 3 of the Development Agreement	Item 11
z. Individuals' Personal Guarantees	§ 17 of the Franchise Agreement § 5 of the Development Agreement	Not applicable
aa. Individuals' covenants re: confidentiality and non-competition	§ 16 of the Franchise Agreement § 8 of the Development Agreement	Item 14
bb. Liquidated damages for lost future royalties	§ 15 of the Franchise Agreement	Item 17

ITEM 10 **FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or other obligations.

ITEM 11 **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

Except as listed below, Golden Corral is not required to provide you with any assistance.

Pre-Opening Obligations

Before the opening of the Restaurant, Golden Corral will:

1. Provide site selection guidelines and consultation as Golden Corral may deem advisable (Development Agreement, Section 5.1; Site Selection Addendum, Paragraph 4.a).

2. Provide on-site evaluation as Golden Corral may deem advisable in response to your requests for site approval (Development Agreement, Section 5.1; Site Selection Addendum, Paragraph 4.b).

3. Make available to you, at no charge, generic plans and specifications for the construction of a Restaurant designed for use in Raleigh, North Carolina, including the Restaurant's exterior and interior design and layout, fixtures, furnishings, and signs (Franchise Agreement, Section 3.1). Our generic plans are not intended as, and may not be used as, your construction drawings. You must have your own site-specific plans prepared by a licensed architect.

4. Provide you with specifications for equipment, supplies, and inventory necessary to establish the Restaurant (Franchise Agreement, Section 3.2).

5. Provide a pre-opening training program (Franchise Agreement, Section 3.3).

6. Upon your request, and subject (as to timing) to the availability of personnel, provide you, at Golden Corral's expense, an aggregate of 15 to 45 man-days of on-site management assistance when you open your Restaurant (Franchise Agreement, Section 3.4).

7. Immediately before, upon and after opening of your first and second Restaurants, make available to you an "A-Team" comprised of certain personnel of Golden Corral and/or authorized franchisees of other Golden Corral Restaurants for temporary employment by you, at the Restaurant, for the length of time Golden Corral, in its sole discretion, deems necessary to assist in training and preparing your non-managerial employees for opening and operating the Restaurant. Typically, the A-Team is comprised of from 20 to 24 individuals for on-site assistance, depending on Restaurant size. During the time these personnel are performing on-site assistance for you, you must bear all the costs and expenses (they will be considered to be your employees), such as transportation, including air travel to and from the Restaurant, food, lodging, and wages for such employees during the period such on-site assistance is being provided. The estimate of these costs is included in Item 7. (Franchise Agreement, Section 3.5)

8. Provide you, on loan, one copy of the Manual, which may be in electronic form (Franchise Agreement, Section 3.8).

9. Provide you, in the Manual or otherwise in writing, with initial sets of accounting forms for use in the Restaurant (Franchise Agreement, Section 3.9).

Continuing Obligations

After the opening of the Restaurant, Golden Corral will provide:

1. Specifications for equipment, supplies, and inventory necessary to operate the Restaurant (Franchise Agreement, Section 3.2).

2. Additional training programs as Golden Corral deems appropriate (Franchise Agreement, Section 3.3).

3. Periodic and continuing advisory assistance in the operation and promotion of the Restaurant, and advice and written materials about new developments concerning restaurant equipment, food products, packaging, and preparation. There is no additional fee for the advisory assistance we provide in this manner (Franchise Agreement, Section 3.6).

4. Advertising and promotional plans and materials, at your expense, for local advertising and promotion as we deem advisable (Franchise Agreement, Section 3.7).

* * *

Golden Corral has the right to delegate the pre-opening and continuing responsibilities and duties, as described above, to any designee, except those concerning advertising approvals.

Site Selection

If your Restaurant is not developed under a Development Agreement, you must sign a Site Selection Addendum, unless Golden Corral already has approved a site for your Restaurant at the time you sign the Franchise Agreement. The Site Selection Addendum will describe a geographic area within which you must lease or purchase an approved location within 180 days after execution of the Franchise Agreement. Time is of the essence in your obtaining a site for the Restaurant. Your failure, within 180 days, to obtain a location approved by us will constitute a default under the Franchise Agreement and Site Selection Addendum.

When you identify a proposed site for the Restaurant (which must occur within 90 days after you sign the Site Selection Addendum but before you lease or purchase the Restaurant premises), you must submit a completed Feasibility Study, a description of the proposed site, such other information and materials as Golden Corral may reasonably require, and a letter of intent or other evidence satisfactory to Golden Corral which confirms your favorable prospects for obtaining the proposed site. Golden Corral will have up to 60 days to approve or disapprove, in its sole discretion, the proposed site as a location for the Restaurant. Golden Corral considers, among others, the following factors in approving Restaurant sites: location, competitors, neighborhood, customer traffic patterns and count, parking availability, building size, condition and previous use of the existing land and/or building, availability of utilities, the anticipated cost of development and general demographics. Golden Corral's approval is not a guarantee or assurance from us that your Restaurant will be profitable.

Area Developers who currently operate Restaurants (either themselves or through affiliated companies) and seek our approval to open another Restaurant ("Development Approval") must first satisfy conditions applicable to all of their currently open Restaurants before we either will approve a site or issue a Franchise Agreement for a new Restaurant. More specifically, as a pre-condition to our granting Development Approval, all of the

currently operating Restaurants must (a) meet our minimum standards for cleanliness, service and quality, which standards may, in our sole discretion, be higher and more demanding than the minimum standards that would constitute a default under any applicable Franchise Agreement provision; and (b) employ, on a full-time basis, no fewer than the minimum number of certified managers we require for Restaurants of comparable size and sales.

If you are going to lease the premises for the Restaurant, Golden Corral reserves the right to review and approve the lease before its execution. Golden Corral's approval may be conditioned upon the inclusion in the lease of certain provisions which Golden Corral may reasonably require. Our review is not intended as an evaluation of the reasonableness of the terms of the lease (Franchise Agreement, Section 5.2).

We estimate that the time from signing the Franchise Agreement to the opening of the Restaurant will be approximately 6 to 10 months if a site has been approved before execution of the Franchise Agreement, or 7 to 12 months if a site must be found and/or approved. The actual time will vary depending on the time necessary to obtain the site, to construct or adapt the premises, to obtain the necessary permits and licenses for operation of the Restaurant, and to train employees (Franchise Agreement, Section 5.4). Developers must acquire a location approved by Golden Corral no fewer than 6 months prior to the date each respective Restaurant is required to be opened under the development schedule.

Training Program

Before opening the Restaurant, your Restaurant managers must complete our initial training program for managers. No person may serve as a Restaurant manager without having first fully completed the training program. The initial training program for managers requires approximately 8 weeks to complete and must be attended by each of your managers (general manager, associate manager-kitchen and associate manager-service). In addition, within four months before your Restaurant's proposed opening, your general manager must work in the grand opening of another Golden Corral system Restaurant for a minimum of one full week. If there is no other grand opening occurring within such 4-month timeframe, the Division President will determine the operating restaurant where your general manager will work in lieu of grand opening training. We may also require the general manager to attend a General Manager (GM) class at the Golden Corral Training Center.

In addition to the regular manager training for each Restaurant, before opening your first Restaurant, your General Manager and associate manager-kitchen must successfully complete an additional level of initial training, identified below as "Practice Management." This training lasts approximately six weeks and is designed to provide a more thorough understanding of, and more experience in, managing the Restaurant's operations. We may waive the Practice Management training requirement if (a) you are currently employed as a certified manager of an operating Golden Corral Restaurant; or (b) you currently are the owner and operator of an operating Golden Corral franchised Restaurant.

Our initial training program consists of two components: Tier 1 and Tier 2. Tiers 1 and 2 are conducted in a certified training restaurant. For new entities, additional Practice Management is required. I Managers are assigned to a restaurant where they can complete the six-week Practice Management component. If required by Golden Corral, the manager will attend a one week of classroom training held in Raleigh, North Carolina. Instructional materials include computer-based training (CBT), manuals (Operations, Administrative Guide, a Tier 1 and 2 Training Guide, and Applied Food Service Sanitation course), recipes, laptop computers, and miscellaneous training videos on Golden Corral management tools and reports.

All training must be completed per established standards to our satisfaction.

We do charge a fee for training additional managers (see Item 6). As of the date of this disclosure document, the training fee is the cost of training materials, which is currently \$205. You also must pay all expenses incurred by your attendees while attending franchise orientation and our training programs, including the costs of transportation, lodging, meals and any wages.

Golden Corral does not maintain a formal training staff. Various employees of Golden Corral or its affiliates will provide training. These employees’ experience in the subjects about which they will be training ranges from 1 year to over 20 years. For Tier 1 and 2 (as described below), on-the-job training will be supervised by a certified Training Manager who has completed a specialized course in training managerial candidates, and who has been a Restaurant General Manager for at least 6 months at a Golden Corral Training Restaurant. The Practice Management on-the-job training (as described below) will be supervised by an experienced certified Restaurant Manager. Your managers also must attend, at your expense, such refresher courses, additional training programs, and seminars as Golden Corral may designate from time to time.

The following charts summarize our initial training program:

TRAINING PROGRAM

**TIER 1
IN-STORE TRAINING**

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation and Introduction	0	16	An existing Golden Corral Restaurant. See Note.
Food Safety	0	4	An existing Golden Corral Restaurant. See Note.
Prep/Cold Choice	0	20	An existing Golden Corral Restaurant. See Note

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Meat Cutting/Prep	0	20	An existing Golden Corral Restaurant. See Note
Hot Cook/Hot Bar	0	40	An existing Golden Corral Restaurant. See Note
Carving/Display Cook	0	20	An existing Golden Corral Restaurant. See Note
Bakery	0	20	An existing Golden Corral Restaurant. See Note
Line	0	2	An existing Golden Corral Restaurant. See Note
Server	0	10	An existing Golden Corral Restaurant. See Note
Utility	0	10	An existing Golden Corral Restaurant. See Note
Breakfast	0	10	An existing Golden Corral Restaurant. See Note
Review Questions	0	10	An existing Golden Corral Restaurant. See Note
Department Audit	0	9	An existing Golden Corral Restaurant. See Note
Module Quizzes and Tests	0	8	An existing Golden Corral Restaurant. See Note
Module Assignments	0	30	An existing Golden Corral Restaurant. See Note
Module Evaluations	0	4	An existing Golden Corral Restaurant. See Note
Tier 1 Training Evaluation (Online)	0	2	An existing Golden Corral Restaurant. See Note
Tier 1 Candidate Assessments	0	3	An existing Golden Corral Restaurant. See Note
Tier 1 Shift Assessment	0	4	An existing Golden Corral Restaurant. See Note
TOTALS	0	250	

**TIER 2
IN-STORE TRAINING**

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction and Orientation	0	4	An existing Golden Corral Restaurant. See Note
Management Routines - Opening/Running/Closing the Restaurant	0	80	An existing Golden Corral Restaurant. See Note
Managing Food	0	20	An existing Golden Corral Restaurant. See Note
Managing Labor	0	20	An existing Golden Corral Restaurant. See Note
Inventory & Receiving	0	20	An existing Golden Corral Restaurant. See Note
Hiring/Scheduling	0	20	An existing Golden Corral Restaurant. See Note
Guest Service	0	20	An existing Golden Corral Restaurant. See Note
ROIP/Ecosure Audits	0	10	An existing Golden Corral Restaurant. See Note
Management Skills eLearning Course	0	10	An existing Golden Corral Restaurant. See Note
Virtual Classes: 5 Killers of Productivity; Guest Service Bar Diagrams Part 1 and 2; Leadership Coaching; Employee Relations;	4.5	15	An existing Golden Corral Restaurant. Classes taught by instructors from the Training Center
Tier 2 Final Evaluation (Opening, Running, Closing Assessment)	0	10	An existing Golden Corral Restaurant. See Note
Tier 2 Training Evaluation (Online)	0	2	An existing Golden Corral Restaurant. See Note
Tier 2 Candidate Assessments	0	4	An existing Golden Corral Restaurant. See Note
Food School		4	An existing Golden Corral Restaurant. See Note
TOTALS	4.5	239	

Note: Tier 1 (4 weeks) and Tier 2 (4 weeks) are mandatory programs held at Golden Corral Certified Training Restaurants located throughout the country. The Manager in Training program runs continuously.

General Manager Workshop: This four-day workshop held at the Golden Corral Training Center in Raleigh, North Carolina is currently not required, but may be required in the future and may include courses on leadership, coaching, and advanced management skills.

In addition to the training programs described above, there are two other components to our pre-opening training, as follows:

1. Approximately 8 to 16 of the Restaurant's employees who are paid on an hourly-wage basis, such as meat cutters, bakers, cooks and servers, must participate in an on-the-job training program. This training program will involve approximately 20 to 60 hours, depending on the trainee's job classification, at an operating Restaurant. Your employees will work together with the employees of the training Restaurant in learning the skills for the job(s) they will perform at your Restaurant. Instructional material used includes position training guides, videos and recipes. While we will try to select a training Restaurant in the same geographic area as your proposed Restaurant premises so that your employees will be able to commute to training each day, it is not always possible to do so. You must pay any and all expenses incurred by your employees for this on-the-job training program, including the costs of transportation, lodging, meals, and any wages.

2. Immediately before, during, and after the opening of your first and second Restaurants, we will make available to you an "A-Team" comprised of certain personnel of Golden Corral and/or authorized franchisees of other Golden Corral Restaurants for temporary employment by you for such length of time as we, in our sole discretion, deem necessary to assist in training and preparing your non-managerial employees for opening and operating the Restaurant. In the typical instance, we will make available from 20 to 24 individuals for such on-site assistance, depending on Restaurant size. For your third Restaurant, we provide a New Restaurant Opening Specialist (NROS), and the A-Team will consist of some established A-Team members as well as members from both of your other restaurants. For your fourth and any additional Restaurants, you will supply your own A-Team members from your other restaurants as well as your own NROS. You are required to follow Golden Corral's established new restaurant opening plan.

During the time these personnel are performing on-site assistance for you, they will be your employees, and you must bear all the costs and expenses such as transportation, (including air travel), food, lodging, wages, and other expenses associated with their status as your employees during the period such on-site assistance is being provided. The cost of this pre-opening/opening program appears in our on-site assistance cost estimate in Item 7 of this disclosure document.

If you participate in our New Development Incentive Program and you open a new Restaurant within the program deadline, we will reimburse up to \$15,000 of your training costs for up to 3 managers (up to \$45,000 in total) for the new Restaurant. You will be

required to submit verification of your out-of-pocket costs for the managers to attend training.

There is no specific time frame between the signing of the Franchise Agreement and the opening of the Restaurant within which required training must be completed. However, as previously discussed, no Restaurant may open before each of your managers has completed the initial training program and been certified.

Advertising and Marketing

Golden Corral has established both a system-wide fund (“**National Fund**”) and two regional advertising funds for specifically-designated market areas or geographical areas (“**Regional Fund**”).

You must contribute and/or expend an amount which ranges from 2% to 6% of Gross Sales on advertising. Golden Corral will determine, in its sole discretion, both the amount of your contribution as well as its allocation among the funds or, in certain circumstances where no Regional Fund covers your Restaurant location, the allocation between the National Fund and local advertising. We may change the amount of your contribution as well as its allocation at any time, including allocating all contributions to only one recipient, such as the National Fund. Each GCC-owned Restaurant will contribute on the same basis as franchisees. Advertising contributions are payable weekly by electronic funds transfer. The amount of the required contribution/expenditure and its allocation will appear in our Manual or as otherwise specified by us in writing.

Neither the National Fund nor any Regional Fund is a trust fund, and Golden Corral will have no fiduciary responsibility to any franchisee in connection with the collection or use of any National Fund or Regional Fund monies or any other aspect of the funds’ operations (Franchise Agreement, Section 11).

As of the date of this disclosure document, franchisees’ required advertising contribution to Golden Corral is 2.4% of their Restaurant’s Gross Sales, and these contributions are all allocated to the National Fund. We expect that the same percentage amount and allocation will continue through at least 2022.

Golden Corral has sole discretion over the concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout, and content of all advertising supported by the National Fund and Regional Funds, as well as any local advertising.

The funds will be maintained and administered by Golden Corral or its designee, as follows:

National Fund

The National Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of all Restaurants within the System. The National Fund is not obligated to make expenditures for you which are equivalent or proportionate

to your contribution or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising. (Franchise Agreement, Section 11.2.1.)

1. The National Fund will be used exclusively to meet costs of maintaining, administering, researching, directing, creating, and preparing advertising and/or promotional activities and all other activities which Golden Corral believes will increase System revenues and/or enhance the image of the System and/or Proprietary Marks, including the costs of preparing, creating and conducting promotional programs involving use of stored value gift cards and other forms of non-cash payment systems; customer loyalty programs and similar types of programs; advertising campaigns in various media and the Internet; direct mail and outdoor billboard advertising; marketing surveys and other public relations activities, customer feedback and similar activities; employing advertising and/or public relations agencies; product development; and providing promotional, point of purchase/in-restaurant materials and other marketing materials for franchisees and company-owned Restaurants in the System. (Franchise Agreement, Section 11.2.2.)

2. GCC will, for each of its company-owned Restaurants, contribute to the National Fund on the same basis as franchisees (Franchise Agreement, Section 11.2.3).

3. Golden Corral will maintain National Fund contributions in an account or accounts separate from the other monies of Golden Corral. Golden Corral will not use such sums to defray any of Golden Corral's expenses, except for reasonable administrative costs and overhead, if any, Golden Corral may incur in activities reasonably related to the administration or direction of the National Fund or advertising programs for Franchisees and the System, including the costs of enforcing contributions to the National Fund required under the Franchise Agreement and the costs of preparing the statement of operations which includes contributions and expenditures and the cost of personnel for creating and implementing the Fund's activities. The National Fund and its earnings will not otherwise benefit Golden Corral. Golden Corral will maintain separate bookkeeping accounts for the National Fund (Franchise Agreement, Section 11.2.4).

4. Golden Corral anticipates that all contributions to and earnings of the National Fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the National Fund at the end of the taxable year, Golden Corral will expend in the following taxable year(s) monies first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions. Any deficits will be paid from future contributions (Franchise Agreement, Section 11.2.5).

5. The National Fund is not and will not be an asset of Golden Corral. An independent certified public accountant selected by Golden Corral will review the statement of operations of the National Fund maintained by Golden Corral annually, which statement will be made available to you, upon reasonable notice (Franchise Agreement, Section 11.2.6).

6. Although Golden Corral intends the National Fund to be of perpetual duration, Golden Corral maintains the right to terminate the National Fund. The National Fund may

not be terminated, however, until all monies in the National Fund have been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective contributions (Franchise Agreement, Section 11.2.7).

During the fiscal year ending December 28, 2022, we estimate that 87.7% of the National Fund's expenditures were for media advertising; 9.6% for creative and production expenses for television commercials and promotional materials; 1.95% for agency retainers and fees; 0.8% for national charitable events/sponsorship(s) (Military Appreciation Monday) and Convention expenses; and 0% for administrative fees.

During our fiscal year ending December 28, 2022, neither Golden Corral nor any of our affiliates received any payment for providing goods or services to the National Fund.

No National Fund fees, or any other advertising funds, were used for soliciting the sales of franchises during the fiscal year ending December 28, 2022.

Golden Corral has the right to delegate and re-delegate its responsibilities and duties for advertising under the Franchise Agreement to any designees of its choosing, but Golden Corral retains the right of final approval of all advertising programs (Franchise Agreement, Section 11.6).

Regional Fund

There currently are 2 Regional Funds in existence. Golden Corral has the power to require that Regional Funds be formed, changed, dissolved, or merged.

We may increase the number of Regional Funds to include new market areas in which aggregate projected contributions based on an established percentage of Gross Sales are expected to exceed the cost of buying a set minimum number of targeted rating points in broadcast television advertising within the market. If a Regional Fund for your region is established at any time during the term of the Franchise Agreement, you must become a member no later than the later of 90 days after you open your Restaurant or the date on which the Regional Fund commences operation. (Franchise Agreement, Section 11.3)

Golden Corral's contribution allocation may vary among franchisees, depending on whether a Regional Fund is required for the market area in which the franchised Restaurant operates. For example, and assuming a required franchisee advertising contribution of 2.6%, Golden Corral has the right to allocate the contribution 2.4% to the National Fund and 0.2% to either the Regional Fund, if it exists for the franchisee's Restaurant, or to local advertising. In addition, Golden Corral permits the formation within a market area of a separate entity among Golden Corral and the franchisees operating Restaurants within such market area that will serve as the Regional Fund for that market area and be in lieu of a Golden Corral-established Regional Fund, subject to certain criteria established by Golden Corral. If an entity is established to serve as the Regional Fund, the members may agree to give that Regional Fund entity the power to assess supplemental advertising contributions on its members, and any such supplemental assessment will be in addition to the amount required by Golden Corral and allocated to the Regional Fund. Golden Corral will not require you to

pay any supplemental contribution that your Regional Fund entity may impose but, if you do not make the supplemental contribution, you may not be permitted to vote in the voluntary Regional Fund's deliberations if the organizational documents for that entity do not so provide.

Golden Corral must approve in writing the organization and governance of each entity formed among franchisees to serve as a Regional Fund, as well as the date upon which it may commence operation. Regardless of whether a Regional Fund is established by Golden Corral or is permitted to be established among franchisees and Golden Corral by formation of a separate entity for a given market area, the Regional Fund is not obligated to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or pro-rata from the placement of advertising (Franchise Agreement, Section 11.3.1). These organizational and governance documents must specify the manner in which contributions are made and provide a mechanism for Regional Fund participants to obtain an accounting of expenditures.

Golden Corral, in its sole discretion, may grant you an exemption for any length of time from the requirement of membership in a Regional Fund, upon your written request stating the reasons supporting the exemption. Golden Corral may require as a condition of granting the exemption that you expend on local advertising the amount that you would have contributed to a Regional Fund. Golden Corral's decision concerning a request for exemption will be final (Franchise Agreement, Section 11.3.2).

GCC must, for each of its company-owned stores (if any) located in a region in which a Regional Fund is established, make contributions to the Regional Fund comparable to those required of franchisees (Franchise Agreement, Section 11.3.3). GCC units' voting rights on all issues are calculated in the same manner as franchised units.

Each Regional Fund will have organizational documents governing the Regional Fund's operations, subject to Golden Corral's written approval (Franchise Agreement, Section 11.3.1). These documents will be expected to state whether and, if so, how an accounting of the Regional Fund's operations will be made available to you.

Additional Advertising

1. Grand Opening Advertising

In addition to the advertising described above, you must conduct a pre- and post-opening advertising campaign in the manner we require. You do not have to spend more than \$10,000 for this pre-opening advertising campaign or more than \$5,000 for the post-opening campaign. The post-opening campaign will cover the first 90 days after the opening. (Franchise Agreement, Section 11.4)

If you participate in our New Development Incentive Program and you open a new Restaurant within the program deadline, we will reimburse up to \$5,000 of your costs for marketing relating to the opening of the new Restaurant. To qualify, the marketing expenses

must be incurred within 120 days of opening and you must submit verification of the expenses.

2. Directory Advertising

In addition to the advertising described above, you must obtain listings and place advertisements in any directories and other media that we specify, at your expense. You must maintain an adequate supply of brochures or other materials in the Restaurant, displayed as we direct from time to time (Franchise Agreement, Section 11.5).

3. Franchisee-Initiated Local Advertising

You may conduct additional advertising at your own expense. We consider advertising to include various forms of electronic and print media, (i.e. television, radio, cable, billboards, newspapers and magazines), as well as in-Restaurant point-of-sale materials, but not the costs of discounted or promotional meals. Your advertising must conform to our standards and specifications. We must approve samples of advertising materials before you use them. If you do not receive written disapproval from us within 15 days after we receive the samples, you may assume that we have approved the samples, and can use the advertising unless and until we advise you to stop (Franchise Agreement, Section 11.7).

4. Electronic Media

Unless approved in writing by Golden Corral, you may not register, maintain, or sponsor any website, URL, social media page or account, blog, feed, email account, user name, text address, messaging address, mobile application, or other electronic, mobile or online medium that uses or displays any of the Proprietary Marks (or any derivative thereof) or otherwise promotes or identifies the Restaurant. If Golden Corral approves the use of an electronic medium, the approval will be conditioned on your compliance with any standards and procedures that we issue with respect to that type of electronic medium, including the use of any format, disclaimers, warnings, and other statements that we may prescribe. We can require you to establish your website as part of a System website that we choose to establish. All telephone answering messages, email auto-signatures, and other identifiers of the Restaurant must be in the form that Golden Corral prescribes. Upon termination or expiration of the Franchise Agreement, you must surrender and transfer to Golden Corral all domain names, websites, email accounts, and other identifiers of the Restaurant in any electronic medium, whether or not we approved the use of the electronic medium.

The use of any electronic medium constitutes advertising and promotion subject to our approval as described above. You may not transmit advertisements or solicitations by telephone, e-mail, text message, instant message, social networking website, VoIP, streaming media, or any other electronic medium without first obtaining our written consent as to: (a) the content of the advertisements or solicitations; and (b) the type of media that will be used.

5. Franchisee Advisory Council

Golden Corral has established a franchise advisory council comprised solely of 14 franchisee members. Twelve of the advisory council's members are selected by Golden Corral franchisees, one is selected by the council's Chairman and one is selected by Golden Corral's President and CEO. The franchise advisory council is currently organized into three committees that meet three times per year with Golden Corral management to review plans and discuss concerns and opportunities. One committee, known as the "Great Place to Eat and Marketing Committee," reviews all key marketing research studies and implications in order to participate in setting the long range goals for the development of strong competitive programs that provide a leadership position in our target market. This Committee consists of 6 franchisee members selected from the franchise advisory council. The advisory council and the Great Place to Eat and Marketing Committee serve in an advisory capacity only, and Golden Corral has reserved the right to change or dissolve the advisory council.

6. Required Participation in System Marketing and Monitoring Effects

At our request and your expense, you must participate in the System's marketing and Restaurant monitoring programs, such as, for example, various e-mail programs (such as e-mail list building), messaging, newsletters, customer retention and acquisition programs, surveys, campaign tracking, and mystery shopper programs.

Computer System

Electronic Point-of-Sale Equipment

At our request, and at your expense, you must purchase or lease, and maintain, the computer hardware and software, required dedicated telephone and power lines, modem(s), printer(s), and other computer-related accessories or peripheral equipment that we specify. This equipment will be used for, among other functions, recording sales and other recordkeeping and central functions. You must provide all necessary assistance to connect your computer system with our computer system. We will have independent access to your computer system and the right to retrieve the data and information that we deem necessary. You must pay all electronic retrieval costs. There is no contractual limitation on our right to retrieve or use information from your computer system.

Because our respective computer systems will be connected, our systems must be compatible, and you must strictly comply with our standards and specifications for all item(s) associated with your computer system. Also, to ensure full operational efficiency and optimum communication capability between and among computer systems installed by you, us, and other franchisees, you must, at your expense, keep your computer system in good maintenance and repair, and, at your expense, promptly install such additions, changes, modifications, substitutions and/or replacements to your computer hardware, software, telephone and power lines, and other computer-related facilities as we direct. (Franchise Agreement, Section 10.9)

Software

The hardware system we currently require, described below, comes with software preloaded. This software is capable of generating all reports currently required under the Franchise Agreement. This software is proprietary to Golden Corral and the software's respective vendor. We may modify and upgrade our specifications for the software from time to time, and you must modify and upgrade your software accordingly. There is no contractual limitation on the frequency and cost of this upgrade obligation. Any upgrades in software made by Restaurant Data Concepts (Positouch) will be provided by them.

As of the date of this disclosure document, Golden Corral is testing a new, cloud-based software as a service (SaaS) electronic point of sale (EPS) solution, which testing may result in Golden Corral requiring the replacement of the current Positouch system with a new SaaS EPS solution at your sole cost and expense.

You must continuously utilize Microsoft Office 365 for electronic mail communication under GCC's Office 365 enterprise license, and Golden Corral will charge you quarterly \$60 (which amount is subject to increase over time) plus all applicable taxes.

You must continuously utilize such anti-malware and/or other computer security package(s) as designated by Golden Corral from time to time. As of the date of this disclosure document, Golden Corral requires you to utilize CheckPoint's email security package under GCC's CheckPoint enterprise license, and Golden Corral will charge you quarterly \$15 (which amount is subject to increase over time) plus all applicable taxes.

Also, you must continuously utilize the electronic recipe viewer system as designated by Golden Corral from time to time. As of the date of this disclosure document, Golden Corral requires you to utilize the CBS Northstar recipe viewer system under GCC's enterprise license, and Golden Corral will charge you each calendar quarter \$35 (which amount is subject to increase over time) plus all applicable taxes.

Hardware

We have approved one hardware system for use in the Restaurant: the IBM/Toshiba Touchscreen POS. We have been using the IBM/Toshiba hardware continuously since August 1994. The IBM/Toshiba system, which comes pre-loaded with Restaurant Data Concepts' system, is provided by Restaurant Data Concepts, 491 Kilvert Street, Suite 100, Warwick, Rhode Island 02886, telephone (401) 732-5700. You also may purchase the hardware system from our affiliate, Coastal Equipment Company.

As described above under "Software," as of the date of this disclosure document, Golden Corral is testing a SaaS EPS solution together with certain hardware associated with the SaaS EPS solution. The testing may result in Golden Corral requiring replacement of the

IBM/Toshiba system by a new hardware system compatible with a new SaaS solution, at your sole cost and expense.

IBM/Toshiba has certain warranty obligations to provide maintenance on its hardware. You are responsible for any non-warranty maintenance. As of the date of this disclosure document, the annual cost for non-warranty maintenance is \$450 per year for each register. Our affiliate also offers the maintenance services described below.

You must purchase and maintain the online Computer Based Training (“CBT”) system. This system will be used for in-store training of management and co-workers, and must be connected to the Internet at all times for training access. As of the date of this disclosure document, the purchase price is approximately \$1,500 for a desktop or a laptop (requires independent wireless connection), plus tax. You will also be charged a monthly maintenance fee, which is \$120 as of the date of this disclosure document (can be billed quarterly or annually). The maintenance fee covers new content, new downloading of files, back-up and web-based reporting features. Upon request our Training Department can provide you with the computer hardware minimum system requirements relative to the CBT system. You can purchase the required computer hardware from any merchant that you desire.

POS/Backoffice Support

In addition to the hardware and software discussed above, you may, but are not required to, enter into a Golden Corral Corporation Store Back Office Software License Agreement, a Personal Computer Backoffice Installation and Training Support Agreement, a Personal Computer Backoffice Software and Hardware Support Agreement for the use of the Golden Corral POS/Backoffice Support system, and a Help Desk Support Agreement. The current forms of these Agreements are found in Exhibits E, F, G and I to this disclosure document.

GCC’s Store Back Office Software License Agreement permits you to maintain inventory, daily sales, and other records related to Restaurant operations. Under this Agreement, there are training and installation charges of \$50 per hour and a minimum charge of \$500 per day plus expenses, including those for motor vehicle/airline travel, lodging, rental car and food. The Personal Computer Backoffice Installation and Training Support Agreement provides for the installation of the hardware and software purchased from GCC for the backoffice only and also for the training of personnel designated by you in the operation of the backoffice system. Charges for this installation/training are \$50 per hour and a minimum charge of \$500 per day plus expenses, including those for motor vehicle/airline travel, lodging, rental car and food. The Personal Computer Backoffice Software and Hardware Support Agreement allows for continuing support of the software and hardware acquired from Golden Corral or its subsidiary. Whether or not the hardware or software is serviced under this agreement, the annual charge under this Agreement is currently \$800 per year per covered location in addition to charges for any service or maintenance required.

GCC's Help Desk Support Agreement provides certain help desk and call center support services for computer software and systems specified for use in the operation of Restaurants. As of the date of this disclosure document, the annual fee is \$1,850 per Restaurant location.

In summary, we estimate that the cost of purchasing or leasing the currently required hardware and software described above will range from \$20,000 to \$25,000 per Restaurant; in addition, we estimate that the cost of purchasing or leasing all of the optional hardware and software described above will range from \$500 to \$6,000 per Restaurant.

We estimate that the annual cost of optional or required maintenance, updating, upgrading or support services will range from \$2,850 to \$4,000 per Restaurant.

With regard to your acceptance of payment by credit and/or debit cards, you must comply with the Payment Card Industry Data Security Standards (PCI/DSS), as updated and revised by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org). Among other things, you must implement the security requirements that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards, and you must have an independent third party conduct a PCI/DSS audit as and when required by the standards. Compliance with PCI/DSS is a minimum requirement and does not guarantee that no security breach will occur. Any losses or expenses that we incur as a result of a security breach of your system will be subject to indemnification as provided in the Franchise Agreement.

You must accept and process card-present direction payment via an encrypting card swipe terminal at the time of order placement. Golden Corral does not store cardholder data. The back-end middleware (T+) and the point of sale software, POSiTouch, only have access to the encrypted data and not to the original account number.

All Restaurants are required to have a standardized and identical architecture in terms of the point of sale and P2P encryption device and using Vantiv as the credit processor. This isolates store systems involved in credit card processing from corporate systems that serve operational purposes. Outbound Internet traffic from Restaurants is limited by perimeter firewalls at each Restaurant location. Inbound Internet traffic is prohibited at the Restaurant locations.

Except as described above, neither we nor any of our affiliates nor any third party has an obligation to provide ongoing maintenance, repairs, upgrades or updates of your computer hardware or software.

Manual

The Table of Contents of the Operations Manual is attached as Exhibit I to this disclosure document. The Manual consists of 361 pages, including the index.

ITEM 12 TERRITORY

Development Agreement

Developers are granted a geographic area (“**Development Area**”) within which to develop Restaurants. We typically define Development Areas in terms of one or more Designated Market Areas (as defined by Nielsen Media Research) or portions of DMAs. Your Development Area will be defined in an exhibit to your Development Agreement, and may be further defined by sub-markets established by mutually approved segmentation map(s). You do not receive any right to redefine or relocate the Development Area.

The Development Agreement will specify the number and design of Restaurants to be developed. The timeframes in which they must be developed will be described in a development schedule (“**Development Schedule**”).

Golden Corral will not establish and operate, or license anyone else other than the developer to establish and operate, a Restaurant under the System and the Proprietary Marks in the Development Area during the term of your Development Agreement, except in the circumstances described below. Your Development Area is not exclusive, because we retain rights to Non-Traditional Sites as described below. Because your Development Area is not exclusive, we are required to include the following statement: “You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.”

Golden Corral retains the rights:

- to establish and operate, and to license others to establish and operate, Restaurants utilizing the Proprietary Marks and/or the System at or from Non-Traditional Sites. “**Non-Traditional Sites**” means educational institutions (such as colleges and universities), hospitals, airports, food courts, manufacturing, industrial or research facilities, office buildings, convention centers, supermarkets, gasoline stations, department stores, contract food services, theaters, convenience stores, vending machines, fixed/mobile modular units, any casino or other gambling facility, hotels, kiosks, any sports facility, public transportation facility, or public entertainment facility, or any facility owned by, operated by, or under contract with, any military or other government entity.
- to own, acquire, establish and/or operate, and franchise others to establish and operate, other restaurant concepts now or subsequently offered by Golden Corral, as well as businesses under proprietary marks other than the Proprietary Marks or other systems, whether such restaurant concepts or businesses are similar to or different from the Restaurant, at any location within or outside the Development Area.

- to sell and distribute any products under any proprietary marks, including the Proprietary Marks, at retail or wholesale, directly or indirectly, or to license others to sell or distribute them.

We can undertake these activities both within and outside of the Development Area, regardless of the proximity to or the financial impact on the Development Area and/or any Restaurant you establish or plan to establish under the Development Agreement, and without offering you any rights to participate.

If we define a Development Area that encompasses one or more existing Restaurants, the Development Area will exclude any location within 3 miles of the existing Restaurant(s), regardless of design. In metropolitan areas that we consider to be “high density,” we may reduce the excluded territory to less than 3 miles. Golden Corral retains the right to establish and operate, and to license others to establish and operate, a Restaurant at the location of the existing Restaurant facility or any other location within the excluded territory, regardless of the proximity to or financial impact on the Development Area and/or any restaurant established or to be established under the Development Agreement. However, we will not approve a site within the Protected Territory of a Franchise Agreement that you have signed under the Development Agreement.

Golden Corral also retains the right to conduct research, negotiations and related work as we deem appropriate regarding any potential site within the Development Area, including: (a) identifying and entering into contracts or agreements related to a potential purchase, lease or other acquisition of a site; (b) negotiating terms of a potential transaction for property located within the Development Area; and (c) applying for and/or procuring surveys, engineering and environmental studies, architectural and engineering plans, and building and construction permits. If we secure a site within the Development Area that meets our then-current standards and site requirements for development of a Golden Corral Restaurant, we will notify you and provide information about the site on a confidential basis (but not any information or analysis about projected revenues or earnings with respect to the operation of a Restaurant at the site). We will also furnish a summary of all fees, costs and expenses we have incurred in connection with our activities. Provided that the landlord or seller under a Land Contract is willing to allow assignment of the site contracts to you and to provide a complete release of Golden Corral and its affiliates, you will have 14 days to examine the information we have provided and decide whether to accept an assignment and assumption of the agreements.

If you give us notice in writing within the 14-day period of your intention to accept an assignment and assumption of the agreements for the site, your written notice will also be deemed your agreement to reimburse Golden Corral and its affiliates for all site development costs and any and all subsequently incurred similar expenses in connection with the identification and development of the site. You must sign the assignment documents and pay the initial franchise fee and site development costs within 21 days after you receive the assignment documents. If you do not return the signed documents and pay the fee and costs within the 21-day period, you will lose all rights to the site. In addition, we may, in our absolute discretion, terminate the Development Agreement immediately and without

providing you any opportunity to cure, and we will have no further obligation to you with respect to the site, the Development Agreement or the Development Area.

If you do not affirmatively notify us in writing within the 14-day notice period of your desire to accept an assignment and assumption of the site contracts, the Development Agreement will be deemed automatically terminated as of the 15th day following the day we gave you the site information and cost summary. You will have no further rights to develop or operate a Golden Corral Restaurant within the Development Area.

Upon the execution of a Franchise Agreement for an approved site in a specific submarket identified by a segmentation map or otherwise within the Development Area, any rights the developer may have to territorial protection for future additional development in that submarket will cease. The territorial protection for the submarket, if any, will be determined by the applicable Franchise Agreement for the approved location.

Except as described above, there are no circumstances that permit us to modify your territorial protection for the Development Area while the Development Agreement is in effect. After the term of your Development Agreement expires, Golden Corral may establish, or license someone other than you to establish, additional Restaurants in the former Development Area, subject to the territorial protection granted to your Restaurants under their Franchise Agreements.

In addition to the events described above, a developer's territorial protection depends on meeting the requirements of the Development Schedule. If you fail to meet your Development Schedule, the Development Agreement will terminate and you will have no further rights to develop additional Golden Corral Restaurants within the Development Area.

Franchise Agreement

If you sign a Site Selection Addendum, it will designate a site selection territory within which you must locate your Restaurant subject to Golden Corral's approval. The site selection territory does not provide you with any territorial protection.

You may not relocate the Restaurant without our prior written consent. We will use the same site selection criteria for relocation sites as we use for initial site approval. Approval of sites will be at our sole discretion, and subject to any territorial protections granted to other Restaurants. We will not consider for relocation a site which is outside of your Restaurant's market area. If we approve your relocation, the Franchise Agreement for your Restaurant at your current location will be amended or terminated, and you will sign and/or, at our request, cause all interested parties to sign, for the new Restaurant location, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements. We also may require you to pay the then-current initial franchise fee for the relocated Restaurant. We will make the decision about whether to charge a new initial franchise fee on a case-by-case basis; if we do charge the fee, you will receive a pro rata credit for the unamortized amount of the initial franchise fee you paid under the

Franchise Agreement for your then-current location, and this credit will be applied toward the initial franchise fee payable under the Franchise Agreement for the new location.

During the term of the Franchise Agreement, Golden Corral will not establish and operate, nor license anyone else to establish and operate, a Restaurant under the Proprietary Marks and the System within a radius of 3 miles from the front door of the Restaurant (the “**Protected Territory**”), as described in the Franchise Agreement, except in the types of facilities excluded from the Protected Territory described below. Your Protected Territory is not exclusive, because we retain rights to Non-Traditional Sites as described below. Because your Protected Territory is not exclusive, we are required to include the following statement: “You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.”

The factors affecting the size of the Protected Territory will be demographic factors, concentration of other businesses in the vicinity, existing and potential restaurant competition, projections of growth in the area, and the economic environment. Except for unique facilities like an airport terminal, military base, etc., all franchisees will receive a Protected Territory. The Protected Territory usually will be described as a radius from the Restaurant that will vary from 1/20th of a mile to 5 miles in large metropolitan locations, and from 1 to 5 miles in other localities.

Golden Corral reserves the right to use alternative distribution channels, including the Internet, within your Protected Territory using the Proprietary Marks or other trademarks. More specifically, Golden Corral retains the rights:

- to own, acquire, establish and operate, and to franchise others to establish and operate, Restaurants utilizing the Proprietary Marks and/or the System at Non-Traditional Sites;
- to sell and distribute any products under any proprietary marks, including the Proprietary Marks, at retail or wholesale, directly or indirectly, or license others to sell or distribute them; and
- to own, acquire, establish and/or operate, and franchise others to establish and operate, other restaurant concepts now or subsequently offered by Golden Corral, as well as businesses under proprietary marks other than the Proprietary Marks or other systems, whether the restaurant concepts or businesses are similar to or different from the Restaurant, at any location within or outside the Protected Territory.

We can undertake these activities both within and outside the Protected Territory, regardless of proximity to your Approved Location or the financial impact to the Restaurant, and without offering you any rights.

Golden Corral also retains the right outside the Protected Territory to establish and operate and to franchise others to establish and operate, Restaurants utilizing the

Proprietary Marks and/or the System, at or from any location, regardless of its proximity to the Approved Location or the financial impact to your Restaurant.

We are not restricted from soliciting or accepting orders from, or selling products or services using any trademarks to, consumers located within your Protected Territory, including orders, products or services offered from other distribution channels, such as the Internet, catalogues, telemarketing or other direct marketing sales. If we do so, we will not pay any compensation to you.

You must operate your Restaurant business solely at the Restaurant's premises. You are not permitted to sell products or services at, from or to any other location, but you may deliver products sold at your Restaurant to off-site locations and, for special events, sell products from a location that you neither own nor control. You may solicit and accept orders through other distribution channels, such as the Internet, catalogues, telemarketing or other direct marketing sales.

The Franchise Agreement does not grant you any option, right of first refusal, or similar rights to additional franchises.

As of the date of this disclosure document, neither Golden Corral nor any affiliate of Golden Corral has established, nor do they presently intend to establish, other franchises or company-owned outlets selling or leasing similar products or services under a different trade name or trademark, but Golden Corral and its affiliates retain the right to do so. If Golden Corral franchises other restaurant concepts in the future, we will have the right to locate these other restaurants within your Protected Territory, provided they do not use the concept licensed to you.

If you become a franchisee and if you have a conflict with another Golden Corral Restaurant concerning customers, territory, the degree of our support, or any other subject, you should contact your Division President. If you are not satisfied with the decision of your Division President, you may contact Lance Trenary (please see Item 2), who will undertake a separate review. Conflict issues will be addressed on a case by case basis, but you should be aware that Golden Corral does not have any right to restrict its affiliates' development or operation of restaurants or the products or services sold in these restaurants.

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ITEM 13
TRADEMARKS

Development Agreement

The Development Agreement does not grant you any right to use or license others to use the Proprietary Marks.

Franchise Agreement

You receive a license to use the Proprietary Marks solely for the operation of the Restaurant in conformance with the Franchise Agreement. You may not use the Proprietary Marks as part of your corporate name. GCC has registered the following principal marks on the Principal Register of the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MAKING PLEASURABLE DINING AFFORDABLE	1,384,854	February 2, 1986
THE BRASS BELL BAKERY	1,698,228	June 30, 1992
CORRAL CLUB	1,834,131	May 3, 1994
GOLDEN CHOICE BUFFET	1,913,962	August 22, 1995
CIN-A-GOLD	1,948,971	January 16, 1996
GOLDEN CORRAL	2,059,338	May 6, 1997
GOLDEN TO GO	2,807,972	January 27, 2004
EVERYONE DESERVES A GOOD MEAL	2,900,842	November 2, 2004
HELP YOURSELF TO HAPPINESS	3,738,120	January 10, 2010
CHOCOLATE WONDERFALL	4,130,915	April 24, 2012
GOLDEN CORRAL BUFFET & GRILL	4,784,596	August 4, 2015
GOLDEN CORRAL	5,867,921	September 24, 2019
THE ONLY ONE FOR EVERYONE	5,922,831	November 26, 2019
THE ONLY ONE FOR EVERYONE	6,228,775	December 22, 2020

All required affidavits for these marks have been filed.

Golden Corral has the right to use, and to license others to use, the Proprietary Marks under a non-exclusive Trademark License Agreement (“**License Agreement**”) entered into

between Golden Corral and GCC. The License Agreement grants Golden Corral the right to use and to permit others to use the Proprietary Marks during the term of the license (which is indefinite) for Restaurant services. However, either party may terminate the License Agreement with or without cause on 30 days prior written notice to the other party. If the License Agreement is terminated, GCC will assume all of Golden Corral's rights and obligations under any franchise agreements then in effect. The License Agreement may also be terminated by GCC if Golden Corral transfers or attempts to transfer the License Agreement.

Except as described above, there are no agreements currently in effect which significantly limit the right of Golden Corral to use or license the use of such Proprietary Marks which are material to the Restaurant.

There are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state, or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which may be relevant to their use in this state or otherwise.

There are no infringing uses actually known to Golden Corral that could materially affect your use of the Proprietary Marks in this state or elsewhere. Golden Corral is not obligated by the Franchise Agreement, or otherwise, to protect any rights granted to you to use the Proprietary Marks; however, we will defend you against claims of infringement or unfair competition about the Proprietary Marks which are asserted against you by third parties.

If litigation involving the Proprietary Marks is instituted or threatened against you, you must promptly notify Golden Corral and must cooperate fully in defending or settling such litigation. Golden Corral will undertake the defense of any such litigation and, except as noted below, bear the costs. The Franchise Agreement requires you to execute all documents requested by Golden Corral or its counsel that are necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability. If you have used the Proprietary Marks according to the terms of the Franchise Agreement, we will defend you at our expense and reimburse you for your out-of-pocket costs in cooperating with the defense. If you have not used the Proprietary Marks in accordance with the Franchise Agreement, we will defend you at your expense and will not reimburse you any out-of-pocket expenses related to the defense or any judgments entered or settlements made.

You also must comply with our instructions in filing and maintaining any requisite trade name or fictitious name registrations.

The Franchise Agreement provides that any use of the Proprietary Marks not authorized by its terms will be deemed an infringement. You are prohibited from using the Proprietary Marks as part of your corporate or other legal name.

Golden Corral reserves the right to substitute different Proprietary Marks for use in identifying the System and the businesses that use these Proprietary Marks if Golden Corral can no longer use or license the use of the Proprietary Marks or if Golden Corral, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the System.

If we require you to substitute different Proprietary Marks for any reason, including as a result of a proceeding or settlement, you must bear the costs of such substitution.

ITEM 14 **PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

Patents and Copyrights

Golden Corral does not own any patents that are material to the franchise. We and our affiliates claim copyright protection for our advertising materials, the Manual, training materials, our website, and any other written, photographic, audio or other materials. Neither we nor our affiliates have registered the copyrights in any of these materials. You can use the materials only for the purpose of developing and operating your Restaurants.

Proprietary Information

Golden Corral will supply you with proprietary information related to operating the Restaurant. This includes the information in the Manual, building plans and specifications, all training materials, "Product Recipes," the "Administrative Guide," the "Menu Manager," "Marketing Manual," and any other information that Golden Corral may designate as confidential.

You must keep the Manual and any other confidential information secret and confidential. You must not copy, duplicate, record, or otherwise reproduce confidential materials or make them available to any unauthorized person.

The Manual is the Golden Corral's property. Golden Corral may revise the contents of the Manual or other confidential information and you must comply with each new or changed standard or procedure. You must keep the Manual in a secure place on the Restaurant premises. You also must ensure that your copy of the Manual is kept up to date. If there is any dispute concerning the contents of the Manual, the terms of the master copy of the Manual maintained at Golden Corral's principal office will be controlling.

You and your directors, officers, general partners, and Restaurant management employees must, at the time of their becoming associated with you, execute agreements to maintain the confidentiality of information they receive during employment at the Restaurant.

ITEM 15
OBLIGATION TO PARTICIPATE
IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or if you are a corporation, limited liability company, partnership, or other entity, an individual principal who has been approved by us as your Operations Principal) must devote substantial time, energy, and best efforts to the management, supervision and operation of the Restaurant or, in the case of a developer, to the management, supervision and operation of the business. The Restaurant and business must be under the direct supervision of you or your Operations Principal. The Operations Principal must, if so required by Golden Corral, own at least a 10% equity interest in the developer and/or franchisee for which he or she serves as the Operations Principal; must attend and complete Golden Corral's training program as described in Items 6, 9 and 11, above; and must be a person who, in Golden Corral's sole judgment, possesses restaurant operations experience at a level appropriate to manage the number and type(s) of Restaurants to be developed by the developer or franchisee.

A manager who has successfully completed our training program must be present in each Restaurant at all times during the Restaurant's operation. This manager must satisfy our criteria for qualified managers. You are not obligated to offer any equity interest to the manager, but the manager's compensation package must be no less than any minimum standards we establish.

If your approved Operations Principal has not attended and completed Golden Corral's manager training program (as described in Items 6, 9 and 11) before you sign the Development Agreement, you must employ throughout the term of the Development Agreement and any Franchise Agreement signed under the Development Agreement (and regardless of whether your Operations Principal subsequently attends and completes the manager training program) one additional manager in excess of the number otherwise required in each Restaurant, and you must also employ a multi-unit supervisor. The multi-unit supervisor must successfully complete Golden Corral's manager training program for certified managers before you may open your fifth Restaurant. If the Operations Principal dies, is incapacitated or no longer is associated with you, or ceases to devote substantial time, energy and best efforts to management of the franchised business, you must name a new Operations Principal, and if the new Operations Principal has not attended and completed Golden Corral's manager training program and does not work as a full-time certified manager in the Restaurant, you must retain and/or continue to retain an additional manager in each Restaurant within three months.

Unless your business is organized as a sole proprietorship, you must designate an individual to act as your spokesperson who will have full authority to speak on your behalf and bind and commit you with respect to all of your rights, obligations, and performance under your Franchise Agreement or Area Development Agreement. The Operations Principal may also serve as your spokesperson if you so desire. Once you select your spokesperson, he/she cannot be changed without our prior written consent.

If the franchisee or developer is a business entity, at our request, any holder of an interest in the franchisee or developer must sign a guarantee of the franchisee's or developer's obligations to us under the Franchise Agreement or Development Agreement. In addition, at our request, you must provide us with executed agreements required by the Franchise Agreement or Development Agreement (including agreements applicable upon the termination of the person's relationship with you) from your managers, officers, directors, and owners. Your managers must sign confidentiality and in-term and post-term non-compete agreements. You may not permit an individual to have access to any confidential aspect of the System or any Restaurant before signing a confidentiality and non-compete agreement. All such agreements must be in forms satisfactory to us, including specific identification of Golden Corral as a third-party beneficiary with the independent right to enforce the agreement.

ITEM 16
RESTRICTIONS ON WHAT THE
FRANCHISEE MAY SELL

You must sell or offer for sale only products, food, beverages, and other menu items which meet Golden Corral's standards of quality and quantity, which have been expressly approved for sale in writing by Golden Corral, and which have been prepared in accordance with Golden Corral's methods, techniques, and specifications. You must sell or offer for sale all approved items; must not deviate from Golden Corral's standards and specifications for serving or selling such items without Golden Corral's prior written consent; and must discontinue selling and offering for sale any items which Golden Corral may disapprove in writing. We currently permit, but do not require, serving alcohol in your Restaurant.

Golden Corral reserves the right to vary menu items among franchisees to conform to regional variations in cooking and taste, as well as to conduct product promotional tests and programs. Golden Corral also has the unlimited right to change the types of authorized goods and services that you may sell. You are free to set prices for your menu items, products and services, but Golden Corral may, where allowed by applicable law, establish maximum prices to facilitate advertising and competitive strategies.

You must use the Restaurant premises solely for the operation of the Restaurant; must keep the Restaurant open and in normal operation for such minimum hours and days as Golden Corral may specify; and must not permit the use of the premises for any other purpose or activity without first obtaining our written consent. The Restaurant premises may not have any signs, telephone booths, newspaper racks, video games, pinball machines, jukeboxes, cigarette vending machines, or any other types of amusement or vending machines, except as permitted in the Manual or otherwise approved by Golden Corral in writing.

Golden Corral does not impose any other restrictions in the Franchise Agreement or otherwise concerning the goods or services which you may offer or as to the customers to whom you may sell.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following table lists certain important provisions of the Franchise Agreement, Area Development Agreement, and Coastal Equipment Purchase and Sale Agreement. You should read these provisions in the agreements attached to this disclosure document as Exhibits C, D and H.

<u>Provision</u>	<u>Section in Agreements</u>	<u>Summary</u>
a. Length of the franchise term	§ 2.1 of Franchise Agreement. § 4 of Area Development Agreement. Not applicable to Coastal Agreement.	<p>For the Franchise Agreement, from date of Agreement execution through the 15th anniversary date of the Restaurant's opening. For the Area Development Agreement, depends upon Development Schedule (may be 2-5 years).</p> <p>For new openings in sites vacated by competitors (see Items 1 and 5), the term of the Franchise Agreement will not exceed 10 years.</p>
b. Renewal or extension of the term	§ 2.2 of Franchise Agreement. Not applicable to other agreements.	<p>Two renewal terms of 5 years each, subject to contractual prerequisites described in c. below; however, we will not be obligated to renew your Agreement if we have determined in good faith to cease offering new and renewal franchises within the state where your Restaurant is located, subject to certain pre-conditions described in Section 2.3.</p> <p>For new openings in sites vacated by competitors (see Items 1 and 5), there are no renewal provisions.</p>

<u>Provision</u>	<u>Section in Agreements</u>	<u>Summary</u>
c. Requirements for you to renew or extend	§ 2 of Franchise Agreement. Not applicable to other agreements.	Conditions include: Notice, renovation of the Restaurant, no default, satisfaction of monetary obligations, sign a release, and other conditions. You must sign our then-current form of franchise agreement, and this new agreement will likely contain materially different terms and conditions than the original contract.
d. Termination by you	Not applicable to any agreement.	Not applicable
e. Termination by us without cause	Not applicable to any agreement.	Not applicable
f. Termination by us with cause	§ 14 of Franchise Agreement. § 1.6 and § 6 of Area Development Agreement. Not applicable to Coastal Agreement.	Breach of Agreement and other grounds.
g. "Cause" defined – curable defaults	§ 14 of Franchise Agreement. § 6 of Area Development Agreement. Not applicable to Coastal Agreement.	Failure to pay monies owed to us, failure to obtain our consent as required, failure to maintain standards and procedures, and other reasons.

<u>Provision</u>	<u>Section in Agreements</u>	<u>Summary</u>
h. "Cause" defined – non-curable defaults	§ 14 of Franchise Agreement. § 1.6 and § 6 of Area Development Agreement. Not applicable to Coastal Agreement.	<p>Bankruptcy (this provision may not be enforceable under the U.S. Bankruptcy Code 11 U.S.C. § 101 <i>et seq.</i>), voluntary abandonment, if you or a principal is convicted or enters a plea with adjudication of guilt withheld or suspended of a felony or a crime involving moral turpitude or engages in conduct which is reasonably likely to adversely affect key components of our business, improper transfer, violation of non-compete obligations, and other reasons.</p> <p>Under Area Development Agreement, in addition to the above reasons, your failure to comply with the Development Schedule or your failure to assume the contracts and reimburse our development costs for a site we have offered to you.</p>
i. Your obligations on termination or non-renewal	§ 15 of Franchise Agreement. § 6 of Area Development Agreement. Not applicable to Coastal Agreement.	<p>Obligations include: Discontinue development or operations; pay amounts due (including, for an early termination caused by your default, liquidated damages for the royalty fees and advertising fees that would have been paid in the remainder of the term); give us all domain names and websites associated with the Restaurant; and others.</p>
j. Assignment of contract by us	§ 13 of Franchise Agreement. § 7 of Area Development Agreement. Not applicable to Coastal Agreement.	No restriction on our right to transfer.

<u>Provision</u>	<u>Section in Agreements</u>	<u>Summary</u>
k. "Transfer" by you - defined	§ 13 of Franchise Agreement. § 7 of Area Development Agreement. Not applicable to Coastal Agreement.	Covers transfer of interest in either Agreement, the Restaurant, the assets of your business, and others. Area developers may not make any partial assignments.
l. Our approval of transfer by you	§ 13 of Franchise Agreement. § 7 of Area Development Agreement. Not applicable to Coastal Agreement.	We have the right to approve transfers.
m. Conditions for our approval of transfer	§ 13 of Franchise Agreement. § 7 of Area Development Agreement. Not applicable to Coastal Agreement.	Conditions include: Payment of amounts due; non-default; general release; transferee qualifications; presence of approved Operations Principal, if required by us; continuing liability; others.
n. Our right of first refusal to acquire your business	§ 13 of Franchise Agreement. § 7 of Area Development Agreement. Not applicable to Coastal Agreement.	We can match any offer.
o. Our option to purchase your business	§ 15 of Franchise Agreement. Not applicable in Area Development Agreement. Not applicable to Coastal Agreement.	We may purchase the Restaurant upon expiration or termination of the franchise.
p. Your death or disability	§ 13 of Franchise Agreement. § 7 of Area Development Agreement. Not applicable to Coastal Agreement.	Agreement must be assigned to approved transferee within 6 months.
q. Non-competition covenants during the term of the franchise	§ 16 of Franchise Agreement. § 8 of Area Development Agreement. Not applicable to Coastal Agreement.	You are prohibited from owning, operating, or having any direct or indirect association with other restaurants without Golden Corral's consent.

<u>Provision</u>	<u>Section in Agreements</u>	<u>Summary</u>
r. Non-competition covenants after the franchise is terminated or expires	§ 16 of Franchise Agreement. § 8 of Area Development Agreement. Not applicable to Coastal Agreement.	Includes a 2 year prohibition for restaurants whose food offerings are similar to those served by a Restaurant or which are cafeteria-style or buffet restaurants, and which are located at or within 10 miles of your former Restaurant or any other Golden Corral Restaurant located in the same Designated Market Area for which we have formed an advertising cooperative; and a 1 year prohibition for the above-described competing restaurants located within 10 miles of any other Golden Corral restaurant in the United States.
s. Modification of the agreement	§ 22 of Franchise Agreement § 12 of Area Development Agreement. § 10(f) of Coastal Agreement.	Must be in writing and signed by both parties.
t. Integration/merger clause	§ 22 of Franchise Agreement § 12 of Area Development Agreement. § 10(f) of Coastal Agreement.	Only the terms of the Franchise Agreement and Development Agreement are binding (subject to state law). Any other promises may not be enforceable. However, this clause will not be treated as a disclaimer of our representations in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not applicable in any agreement.	Not applicable
v. Choice of forum	§ 23.2 of Franchise Agreement. § 13.2 of Area Development Agreement. § 10(d) of Coastal Agreement.	Where we have our principal place of business at the time the litigation begins. Currently, North Carolina (subject to state law). See Notes 1 and 2.

<u>Provision</u>	<u>Section in Agreements</u>	<u>Summary</u>
w. Choice of law	§ 23.1 of Franchise Agreement. § 13.1 of Area Development Agreement. § 10(d) of Coastal Agreement.	North Carolina (subject to state law). See Notes 1 and 2.

Notes:

1. In addition to the provisions noted in the preceding table, the Franchise Agreement and Area Development Agreement contain a number of provisions that may affect your and our legal rights in any dispute between us, such as a mutual waiver of a jury trial, a mutual waiver of punitive or exemplary damages, and a reduced time frame within which either of us may initiate proceedings against the other. See Franchise Agreement Section 23 and Area Development Agreement Section 13. One or more of the three above-described provisions may not be enforceable under the laws of your state. We recommend that you carefully review all of these provisions, and the entire agreements, with your attorney. Please also refer to the State-Specific Disclosures and Agreement Amendments in Exhibit M for further details.

2. Some states have laws that will supersede the choice of forum and/or choice of law provisions of these agreements. Please refer to the State-Specific Disclosures and Agreement Amendments in Exhibit M for further details. You also may wish to consult with your attorney.

ITEM 18
PUBLIC FIGURES

Golden Corral does not use any public figures to promote Golden Corral Restaurant franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following Tables present certain historical financial information for franchised Golden Corral Restaurants. The explanatory notes accompanying the Tables are an important part of the information presented.

A. STATEMENT OF 2022 AVERAGE GROSS SALES, SELECTED EXPENSES, AND OPERATING INCOME OF FRANCHISED RESTAURANTS

Table A-1 provides the average gross sales for the period December 30, 2021 through December 28, 2022, by building design, for 228 franchised Restaurants utilizing the GC-11S or GC-11M building design. Table A-1 excludes all franchised Restaurants using a building design other than the GC-11S and GC-11M, because only those two designs are available to new franchisees as of the date of this disclosure document (see Item 1). Table A-1 also excludes 6 GC-11M franchised Restaurants that had been in operation for less than 6 months as of December 28, 2022. Including Restaurants with other building designs, we had 358 franchised Restaurants at the end of our fiscal year on December 28, 2022.

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TABLE A-1
FRANCHISED GC-11M & GC-11S RESTAURANTS

	<u>GC-11M</u>		<u>GC-11S</u>	
	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>
2022 Average Gross Sales (Note 1)	\$3,820,456	100%	\$3,023,588	100%
2022 Average Operating Costs and Expenses (Note 2):				
Average Food Cost	\$1,465,337	38.36%	\$1,187,585	39.28%
Average Labor Related Expenses (Note 3)	\$1,139,575	29.83%	\$892,719	29.53%
Average Controllable Expenses (Note 4)	<u>\$466,812</u>	12.22%	<u>\$380,612</u>	12.59%
2022 Total of Average Operating Costs and Expenses	<u>\$3,071,724</u>	80.40%	<u>\$2,460,916</u>	81.39%
2022 Average Operating Income (Note 5)	<u>\$748,732</u>	19.60%	<u>\$562,672</u>	18.61%
Medians:				
2022 Median Gross Sales	\$3,681,632	100%	\$2,999,819	100%
Median Expenses:				
Median Food Cost	\$1,398,720	37.99%	\$1,170,709	39.03%
Median Labor Related Expenses	\$1,062,134	28.85%	\$891,501	29.72%
Median Controllable Expenses	<u>\$459,775</u>	12.49%	<u>\$385,792</u>	12.86%
2022 Total of Median Operating Costs and Expenses	<u>\$2,920,629</u>	79.33%	<u>\$2,448,002</u>	81.60%
2022 Median Operating Income	<u>\$761,003</u>	20.67%	<u>\$551,817</u>	18.40%
Number of Restaurants	192		36	

Number and Percent Above 2022 Average Gross Sales	91 (47.4%)	17 (47.2%)
Number and Percent Above 2022 Average Operating Costs and Expenses	84 (43.8%)	18 (50.0%)
Number and Percent Above 2022 Average Operating Income	88 (45.8%)	16 (44.4%)

Six of the franchised GC-11M Restaurants in Table A-1 had been open for more than six months but fewer than 12 months as of the end of the fiscal year. The data of those six Restaurants have been annualized to conform to the presentation in Table A-1. The annualized data did not have a material impact on the results shown in Table A-1.

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Table A-2 is based on the same data as Table A-1, but shows only the top 20% and bottom 20% of GC-11M Restaurants by sales:

TABLE A-2
TOP/BOTTOM 20% OF FRANCHISED GC-11M RESTAURANTS

	<u>Average for Top 20%</u>		<u>Average for Bottom 20%</u>	
	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>
2022 Average Gross Sales (Note 1)	\$5,626,265	100%	\$2,394,737	100%
2022 Average Operating Costs and Expenses (Note 2):				
Average Food Cost	\$2,115,118	37.59%	\$941,330	39.31%
Average Labor Related Expenses (Note 3)	\$1,652,899	29.38%	\$779,189	32.54%
Average Controllable Expenses (Note 4)	<u>\$594,375</u>	10.56%	<u>\$328,759</u>	13.73%
2022 Total of Average Operating Costs and Expenses	<u>\$4,362,391</u>	77.54%	<u>\$2,049,279</u>	85.57%
2022 Average Operating Income (Note 5)	<u>\$1,263,874</u>	22.46%	<u>\$345,459</u>	14.43%
Medians:				
2022 Median Gross Sales	\$5,493,786	100%	\$2,493,803	100%
Median Expenses:				
Median Food Cost	\$2,014,811	36.67%	\$953,781	38.25%
Median Labor Related Expenses	\$1,635,534	29.77%	\$783,460	31.42%
Median Controllable Expenses	<u>\$614,835</u>	11.19%	<u>\$325,228</u>	13.04%
2022 Total of Median Operating Costs and Expenses	<u>\$4,265,180</u>	77.64%	\$2,062,469	82.70%

2022 Median Operating Income	<u>\$1,228,605</u>	22.36%	<u>\$431,334</u>	17.30%
Number of Restaurants in Group	38		38	
Number and Percent Above 2022 Average Gross Sales for Group	15 (39.5%)		23 (60.53%)	
Number and Percent Above 2022 Average Operating Costs and Expenses for Group	16 (42.1%)		19 (50.00%)	
Number and Percent Above 2022 Average Operating Income for Group	16 (42.1%)		20 (52.63%)	

Four of the GC-11M Restaurants in Table A-2 had been open for more than six months but fewer than 12 months as of the end of the fiscal year. Those Restaurants' operating results have been annualized to conform to the presentation in Table A-2. The annualized data did not have a material impact on the results shown in Table A-2.

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Table A-3 is based on the same data as Table A-1, but shows only the top 20% and bottom 20% of GC-11S Restaurants by sales:

TABLE A-3
TOP/BOTTOM 20% OF FRANCHISED GC-11S RESTAURANTS

	<u>Average for Top 20%</u>		<u>Average for Bottom 20%</u>	
	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>
2022 Average Gross Sales (Note 1)	\$4,236,371	100%	\$1,909,493	100%
2022 Average Operating Costs and Expenses (Note 2):				
Average Food Cost	\$1,648,948	38.92%	\$751,876	39.38%
Average Labor Related Expenses (Note 3)	\$1,223,223	28.87%	\$628,370	32.91%
Average Controllable Expenses (Note 4)	<u>\$486,964</u>	11.49%	<u>\$223,073</u>	11.68%
2022 Total of Average Operating Costs and Expenses	<u>\$3,359,135</u>	79.29%	<u>\$1,603,319</u>	83.97%
2022 Average Operating Income (Note 5)	<u>\$877,236</u>	20.71%	<u>\$306,174</u>	16.03%
Medians:				
2022 Median Gross Sales	\$4,164,680	100%	\$2,010,399	100%
Median Expenses:				
Median Food Cost	\$1,512,478	36.32%	\$788,567	39.22%
Median Labor Related Expenses	\$1,218,067	29.25%	\$663,300	32.99%
Median Controllable Expenses	<u>\$459,988</u>	11.19%	<u>\$256,092</u>	12.74%
2022 Total of Median Operating Costs and Expenses	<u>\$3,190,533</u>	76.61%	<u>\$1,707,959</u>	84.96%

2022 Median Operating Income	<u>\$974,147</u>	23.39%	<u>\$302,440</u>	15.04%
Number of Restaurants in Group	7		7	
Number and Percent Above 2022 Average Gross Sales for Group	3 (42.86%)		5 (71.43%)	
Number and Percent Above 2022 Average Operating Costs and Expenses for Group	3 (42.86%)		5 (71.43%)	
Number and Percent Above 2022 Average Operating Income for Group	2 (28.57%)		3 (42.86%)	

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Table A-4 is based on the same data as Table A-1, but includes only the GC-11M and GC-11S Restaurants that have opened since 2013:

TABLE A-4
FRANCHISED GC-11M & GC-11S RESTAURANTS OPENED AFTER
DECEMBER 31, 2012 AND OPEN FOR ENTIRE 2022 YEAR

	<u>GC-11M</u>		<u>GC-11S</u>	
	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>
2022 Average Gross Sales (Note 1)	\$4,140,636	100%	\$2,613,691	100%
2022 Average Operating Costs and Expenses (Note 2):				
Average Food Cost	\$1,565,780	37.81%	\$1,003,604	38.40%
Average Labor Related Expenses (Note 3)	\$1,348,931	32.58%	\$764,498	29.25%
Average Controllable Expenses (Note 4)	<u>\$471,854</u>	11.40%	<u>\$331,659</u>	12.69%
2022 Total of Average Operating Costs and Expenses	<u>\$3,386,565</u>	81.79%	<u>\$2,099,761</u>	80.34%
2022 Average Operating Income (Note 5)	<u>\$754,070</u>	18.21%	<u>\$513,930</u>	19.66%
Medians:				
2022 Median Gross Sales	\$4,039,974	100%	\$2,581,604	100%
Median Expenses:				
Median Food Cost	\$1,480,195	36.64%	\$1,010,772	39.15%
Median Labor Related Expenses	\$1,279,036	31.66%	\$893,019	34.59%
Median Controllable Expenses	<u>\$421,200</u>	10.43%	<u>\$366,425</u>	14.19%
2022 Total of Median Operating Costs and Expenses	<u>\$3,180,430</u>	78.72%	<u>\$2,270,217</u>	87.94%

2022 Median Operating Income	<u>\$859,544</u>	21.28%	<u>\$311,387</u>	12.06%
Number of Restaurants	37		7	
Number and Percent Above 2022 Average Gross Sales	17 (46.0%)		3 (42.9%)	
Number and Percent Above 2022 Average Operating Costs and Expenses	15 (40.5%)		4 (57.1%)	
Number and Percent Above 2022 Average Operating Income	14 (37.8%)		3 (42.9%)	

The following Notes form an integral part of Tables A-1, A-2, A-3 and A-4.

EXPLANATORY NOTES TO TABLES A-1, A-2, A-3 and A-4:

Note 1: “Gross Sales” is defined in Item 6, Note 2. Upon information and belief, but without the benefit of any investigation or inquiry by us, the sales reported to us by our franchisees and titled “Gross Sales” reflect sales for the Restaurants included in each Table. Gross Sales reflect the total 2022 sales for the Restaurants included in each Table, and do not include sales taxes. Variations among Restaurants may be caused by a variety of factors, such as location, varying degrees of accuracy in the financial information that franchisees report to us, demographics, general economic conditions, weather conditions, menu mix, competition and other seasonal factors, as well as the efforts of the individual Restaurant management team.

Note 2: Upon information and belief, but without the benefit of any investigation or inquiry by us, the costs and expenses reported to us by our franchisees and titled “Operating Costs and Expenses” reflect operating costs and expenses for the Restaurants included in each Table. The Tables reflect only operating expenses, and do not include capital expenses or fixed expenses such as (but not limited to) land, building and/or equipment rent, debt service, depreciation, advertising, administrative expenses such as accounting or legal expenses, taxes, licenses, or insurance. To our knowledge, the reported expenses also do not include (i) a 4% royalty on Gross Sales which is payable by a franchisee; (ii) the cost of any additional supervisory personnel; or (iii) any expenses for transportation, room and board for attending training refresher courses.

Note 3: Upon information and belief, but without the benefit of any investigation or inquiry by us, the labor related expenses reported to us by our franchisees and titled “Labor

related expenses” include (i) the salary and bonuses paid by franchisees to the management for each Restaurant; (ii) the average expense for employees’ wages; and (iii) amounts paid or accrued by franchisees for employee payroll taxes, group insurance and workers’ compensation.

Upon information and belief, but without the benefit of any investigation or inquiry by us, local market conditions and state and federal minimum wage requirements may have affected the reported wages and labor related expenses.

Note 4: Upon information and belief, but without the benefit of any investigation or inquiry by us, the expenses reported to us by our franchisees and titled “Controllable Expenses” include expenses for utilities, maintenance, and sanitation supplies.

Note 5: Upon information and belief, but without the benefit of any investigation or inquiry by us, average operating income is calculated as Average Gross Sales minus average food cost, average labor-related expenses, and average controllable expenses. To our knowledge, operating income is before deduction of the expenses described in Note 1. The amount of some of your fixed expenses, such as rent or debt service related to land, building and/or equipment, will depend, in part, on your total initial investment. See Item 7 for an estimate of your initial investment.

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**B. STATEMENT OF SAME-PERIOD AVERAGE GROSS SALES, SELECTED EXPENSES,
AND OPERATING INCOME – 2022 VERSUS 2021 MEASUREMENT PERIODS**

Tables B-1 through B-4 present certain historical financial information for franchised Golden Corral Restaurants for the 24-week period from July 15, 2021 to December 29, 2021 (the “2021 Measurement Period”) and for the 24-week period from July 14, 2022 to December 28, 2022 (the “2022 Measurement Period”). Each Measurement Period covers the last six accounting periods in our accounting calendar (periods 8 through 13) for the relevant fiscal year. Each accounting period is 4 weeks, so each Measurement Period is 24 weeks. We selected the 2021 Measurement Period based on our assessment that mid-July 2021 was when our franchised Restaurants began returning to normal operations from Covid-19 pandemic restrictions. For example, we returned to TV advertising on July 19, 2021 after being off air for approximately 16 months. We selected the 2022 Measurement Period to match the period from 2021.

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Table B-1 compares the 2022 Measurement Period to the same period in 2021 for GC-11M Restaurants:

TABLE B-1				
FRANCHISED GC-11M RESTAURANTS				
	<u>2022 Measurement Period</u>		<u>2021 Measurement Period</u>	
	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>
Average Gross Sales (Note 1)	\$1,803,947	100%	\$1,647,994	100%
Average Operating Costs and Expenses (Note 2)				
Average Food Cost	703,178	38.98%	612,603	37.17%
Average Labor Related Expenses (Note 3)	536,855	29.76%	492,897	29.91%
Average Controllable Expenses (Note 4)	<u>220,623</u>	12.23%	<u>204,545</u>	12.41%
Total of Average Operating Costs and Expenses	<u>\$1,460,656</u>	80.97%	<u>\$1,310,045</u>	79.49%
Average Operating Income (Note 5)	<u>\$343,291</u>	19.03%	<u>\$337,949</u>	20.51%
Medians:				
Median Gross Sales	\$1,723,119	100%	\$1,583,202	100%
Expenses (Note 2)				
Median Food Cost	\$670,283	38.90%	\$573,412	36.22%
Median Labor Related Expenses (Note 3)	502,610	29.17%	462,981	29.24%
Median Controllable Expenses (Note 4)	<u>212,075</u>	12.31%	<u>195,365</u>	12.34%
Total of Median Operating Costs and Expenses	<u>\$1,384,967</u>	80.38%	<u>\$1,231,757</u>	77.80%
Operating Income (Note 5)	<u>\$338,152</u>	19.62%	<u>\$351,446</u>	22.20%
Number of Restaurants	192		156	

Number and Percent Above Average Gross Sales	86 (44.79%)		66 (42.31%)	
Number and Percent Above Average Operating Costs and Expenses	82 (42.71%)		68 (43.59%)	
Number and Percent Above Average Operating Income	88 (45.83%)		65 (41.67%)	

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Table B-2 compares the 2022 Measurement Period to the same period in 2021 for GC-11S Restaurants:

TABLE B-2				
FRANCHISED GC-11S RESTAURANTS				
	<u>2022 Measurement Period</u>		<u>2021 Measurement Period</u>	
	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>	<u>Dollars</u>	<u>Percent of Average Gross Sales</u>
Average Gross Sales (Note 1)	\$1,445,470	100%	\$1,293,781	100%
Average Operating Costs and Expenses (Note 2)				
Average Food Cost	571,539	39.54%	494,879	38.25%
Average Labor Related Expenses (Note 3)	422,655	29.24%	409,676	31.66%
Average Controllable Expenses (Note 4)	<u>185,598</u>	12.84%	<u>184,533</u>	14.26%
Total of Average Operating Costs and Expenses	<u>\$1,179,792</u>	81.62%	<u>\$1,089,088</u>	84.18%
Average Operating Income (Note 5)	<u>\$265,677</u>	18.38%	<u>\$204,693</u>	15.82%
Medians:				
Median Gross Sales	\$1,423,994	100%	\$1,233,213	100%
Expenses (Note 2)				
Median Food Cost	\$556,912	39.11%	\$486,609	39.46%
Median Labor Related Expenses (Note 3)	424,594	29.82%	374,293	30.35%
Median Controllable Expenses (Note 4)	<u>187,052</u>	13.14%	<u>181,056</u>	14.68%
Total of Median Operating Costs and Expenses	<u>\$1,168,557</u>	82.06%	<u>\$1,041,957</u>	84.49%
Operating Income (Note 5)	<u>\$255,437</u>	17.94%	<u>\$191,256</u>	15.51%
Number of Restaurants	36		32	

Number and Percent Above Average Gross Sales	17 (47.22%)		13 (40.63%)	
Number and Percent Above Average Operating Costs and Expenses	17 (47.22%)		14 (43.75%)	
Number and Percent Above Average Operating Income	16 (44.44%)		13 (40.63%)	

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Table B-3 is based on the same data for the 2022 Measurement Period as in Table B-1, but shows only the top 20% and bottom 20% of GC-11M Restaurants by sales:

TABLE B-3				
<u>TOP/BOTTOM 20% OF FRANCHISED GC-11M RESTAURANTS</u>				
<u>FOR 2022 MEASUREMENT PERIOD</u>				
	<u>Top 20%</u>		<u>Bottom 20%</u>	
	<u>Dollars</u>	<u>Percent of</u> <u>Average Gross</u> <u>Sales</u>	<u>Dollars</u>	<u>Percent of</u> <u>Average Gross</u> <u>Sales</u>
Average Gross Sales (Note 1)	\$2,653,706	100%	\$1,131,222	100%
Average Operating Costs and Expenses (Note 2)				
Average Food Cost	\$1,014,061	38.21%	\$457,392	40.43%
Average Labor Related Expenses (Note 3)	769,282	28.99%	359,415	31.77%
Average Controllable Expenses (Note 4)	<u>286,078</u>	10.78%	<u>156,257</u>	13.81%
Total of Average Operating Costs and Expenses	<u>\$2,069,421</u>	77.98%	<u>\$973,064</u>	86.02%
Average Operating Income (Note 5)	<u>\$584,285</u>	22.02%	<u>\$158,157</u>	13.98%
Medians:				
Median Gross Sales	\$2,563,042	100%	\$1,177,060	100%
Expenses (Note 2)				
Median Food Cost	\$972,635	37.95%	\$469,470	39.88%
Median Labor Related Expenses (Note 3)	730,487	28.50%	370,643	31.49%
Median Controllable Expenses (Note 4)	<u>301,950</u>	11.78%	<u>151,836</u>	12.90%
Total of Median Operating Costs and Expenses	<u>\$2,005,072</u>	78.23%	\$991,949	84.27%
Operating Income (Note 5)	<u>\$557,970</u>	21.77%	<u>\$185,111</u>	15.73%

Number of Restaurants	38		38	
Number and Percent Above Average Gross Sales	16 (42.11%)		24 (63.16%)	
Number and Percent Above Average Operating Costs and Expenses	20 (52.63%)		22 (57.89%)	
Number and Percent Above Average Operating Income	18 (47.37%)		22 (57.89%)	

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Table B-4 is based on the same data for the 2022 Measurement Period as in Table B-2, but shows only the top 20% and bottom 20% of GC-11S Restaurants by sales:

TABLE B-4				
<u>TOP/BOTTOM 20% OF FRANCHISED GC-11S RESTAURANTS</u>				
<u>FOR 2022 MEASUREMENT PERIOD</u>				
	<u>Top 20%</u>		<u>Bottom 20%</u>	
	<u>Dollars</u>	<u>Percent of</u> <u>Average Gross</u> <u>Sales</u>	<u>Dollars</u>	<u>Percent of</u> <u>Average Gross</u> <u>Sales</u>
Average Gross Sales (Note 1)	\$2,023,486	100%	\$928,771	100%
Average Operating Costs and Expenses (Note 2)				
Average Food Cost	\$787,777	38.93%	\$361,362	38.91%
Average Labor Related Expenses (Note 3)	579,990	28.66%	292,105	31.45%
Average Controllable Expenses (Note 4)	<u>235,129</u>	11.62%	<u>120,562</u>	12.98%
Total of Average Operating Costs and Expenses	<u>\$1,602,896</u>	79.21%	<u>\$774,029</u>	83.34%
Average Operating Income (Note 5)	<u>\$420,590</u>	20.79%	<u>\$154,741</u>	16.66%
Medians:				
Median Gross Sales	\$2,008,093	100%	\$959,852	100%
Expenses (Note 2)				
Median Food Cost	\$738,064	36.75%	\$368,814	38.42%
Median Labor Related Expenses (Note 3)	574,649	28.62%	317,134	33.04%
Median Controllable Expenses (Note 4)	<u>211,908</u>	10.55%	<u>125,624</u>	13.09%
Total of Median Operating Costs and Expenses	<u>\$1,524,621</u>	75.92%	\$811,572	84.55%
Operating Income (Note 5)	<u>\$483,472</u>	24.08%	<u>\$148,280</u>	15.45%

Number of Restaurants	7		7	
Number and Percent Above Average Gross Sales	3 (42.86%)		5 (71.43%)	
Number and Percent Above Average Operating Costs and Expenses	3 (42.86%)		4 (57.14%)	
Number and Percent Above Average Operating Income	2 (28.57%)		2 (28.57%)	

The following Notes form an integral part of Tables B-1 through B-4.

EXPLANATORY NOTES TO TABLES B-1, B-2, B-3 and B-4:

Note 1: “Gross Sales” is defined in Item 6, Note 2. Upon information and belief, but without the benefit of any investigation or inquiry by us, the sales reported to us by our franchisees and titled “Gross Sales” reflect sales for the Restaurants included in each Table for the 2022 Measurement Period and the 2021 Measurement Period, and do not include sales taxes. Variations among Restaurants may be caused by a variety of factors, such as location, varying degrees of accuracy in the financial information that franchisees report to us, demographics, general economic conditions, weather conditions, menu mix, competition and other seasonal factors, as well as the efforts of the individual Restaurant management team.

Note 2: Upon information and belief, but without the benefit of any investigation or inquiry by us, the costs and expenses reported to us by our franchisees and titled “Operating Costs and Expenses” reflect operating costs and expenses for the Restaurants included in each Table for the 2022 Measurement Period and the 2021 Measurement Period. The Tables reflect only operating expenses, and do not include capital expenses or fixed expenses such as (but not limited to) land, building and/or equipment rent, debt service, depreciation, advertising, administrative expenses such as accounting or legal expenses, taxes, licenses, or insurance. To our knowledge, the reported expenses also do not include (i) a 4% royalty on Gross Sales which is payable by a franchisee; (ii) the cost of any additional supervisory personnel; or (iii) any expenses for transportation, room and board for attending training refresher courses.

Note 3: Upon information and belief, but without the benefit of any investigation or inquiry by us, the labor related expenses reported to us by our franchisees and titled “Labor related expenses” include (i) the salary and bonuses paid by franchisees to the management for each Restaurant; (ii) the average expense for employees’ wages; and (iii) amounts paid

or accrued by franchisees for employee payroll taxes, group insurance and workers' compensation.

Upon information and belief, but without the benefit of any investigation or inquiry by us, local market conditions and state and federal minimum wage requirements may have affected the reported wages and labor related expenses.

Note 4: Upon information and belief, but without the benefit of any investigation or inquiry by us, the expenses reported to us by our franchisees and titled "Controllable Expenses" include expenses for utilities, maintenance, and sanitation supplies.

Note 5: Upon information and belief, but without the benefit of any investigation or inquiry by us, average operating income is calculated as Average Gross Sales minus average food cost, average labor-related expenses, and average controllable expenses. To our knowledge, operating income is before deduction of the expenses described in Note 1. The amount of some of your fixed expenses, such as rent or debt service related to land, building and/or equipment, will depend, in part, on your total initial investment. See Item 7 for an estimate of your initial investment.

* * *

The financial performance representations appearing in the Tables are historic information.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Written substantiation for these financial performance representations will be made available to prospective franchisees upon reasonable request.

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney and other advisors before signing the Area Development Agreement or Franchise Agreement.

Other than the preceding financial performance representations, Golden Corral does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting R. Chappell Phillips, in writing at Golden Corral Franchising Systems, Inc., P.O. Box 29502, Raleigh, North Carolina 27626, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For fiscal years 2020 - 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	448	412	-36
	2021	412	355	-57
	2022	355	358	3
Company-Owned	2020	35	8	-27
	2021	8	4	-4
	2022	4	4	0
Total Outlets	2020	483	420	-63
	2021	420	359	-61
	2022	359	362	3

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For fiscal years 2020 to 2022

State	Year	Number of Transfers
Alabama	2020	1
	2021	0
	2022	0
Arizona	2020	1
	2021	0
	2022	0
Arkansas	2020	4
	2021	0
	2022	1

State	Year	Number of Transfers
California	2020	4
	2021	0
	2022	1
Florida	2020	1
	2021	0
	2022	1
Georgia	2020	1
	2021	1
	2022	0
Idaho	2020	0
	2021	0
	2022	2
Illinois	2020	0
	2021	2
	2022	0
Indiana	2020	2
	2021	0
	2022	1
Iowa	2020	0
	2021	0
	2022	2
Kentucky	2020	1
	2021	1
	2022	0
Louisiana	2020	0
	2021	1
	2022	0
Michigan	2020	0
	2021	0
	2022	1
Mississippi	2020	1

State	Year	Number of Transfers
	2021	0
	2022	0
Missouri	2020	2
	2021	0
	2022	0
Nebraska	2020	0
	2021	0
	2022	1
North Carolina	2020	0
	2021	1
	2022	0
Ohio	2020	1
	2021	1
	2022	1
Oklahoma	2020	0
	2021	1
	2022	3
Tennessee	2020	1
	2021	0
	2022	0
Texas	2020	2
	2021	1
	2022	0
Wisconsin	2020	0
	2021	0
	2022	1
Total	2020	18
	2021	10
	2022	15

Table No. 3
Status of Franchised Outlets
For fiscal years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2020	7	2	3	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Alaska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	13	1	0	0	0	0	14
	2021	14	0	4	1	0	0	9
	2022	9	0	0	0	0	0	9
Arkansas	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
California	2020	19	1	0	0	0	0	20
	2021	20	1	1	0	0	0	20
	2022	20	0	0	0	0	0	20
Colorado	2020	9	0	0	0	0	0	9
	2021	9	0	1	0	0	0	8
	2022	8	0	1	0	0	0	7
Florida	2020	51	2	2	3	0	0	48
	2021	48	2	13	1	0	0	36
	2022	36	0	4	0	0	0	32
Georgia	2020	27	0	6	1	0	0	20
	2021	20	0	2	0	0	0	18
	2022	18	0	0	0	0	0	18

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Idaho	2020	5	0	1	0	0	0	4
	2021	4	0	0	1	0	0	3
	2022	3	0	0	0	0	0	3
Illinois	2020	17	0	0	0	0	0	17
	2021	17	2	3	0	0	1	15
	2022	15	1	0	0	0	0	16
Indiana	2020	15	1	4	0	0	0	12
	2021	12	1	1	0	0	1	11
	2022	11	2	0	0	0	0	13
Iowa	2020	2	0	0	0	0	0	2
	2021	2	2	1	0	0	0	3
	2022	3	0	1	0	0	0	2
Kansas	2020	5	0	0	0	0	0	5
	2021	5	0	1	0	0	0	4
	2022	4	0	0	0	0	0	4
Kentucky	2020	13	0	6	0	0	0	7
	2021	7	1	2	0	0	0	6
	2022	6	3	0	0	0	0	9
Louisiana	2020	3	1	0	0	0	0	4
	2021	4	2	0	0	0	0	6
	2022	6	1	0	0	0	0	7
Maryland	2020	10	0	0	0	0	0	10
	2021	10	0	1	1	0	1	7
	2022	7	1	0	0	0	0	8
Massachusetts	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Michigan	2020	7	1	1	0	0	0	7
	2021	7	0	1	0	0	0	6
	2022	6	0	1	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Minnesota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Mississippi	2020	5	0	1	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Missouri	2020	15	0	0	1	0	0	14
	2021	14	0	1	0	0	0	13
	2022	13	0	1	0	0	0	12
Montana	2020	2	0	1	1	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Nebraska	2020	3	0	0	0	0	0	3
	2021	3	0	1	0	0	0	2
	2022	2	0	0	0	0	0	2
Nevada	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New Hampshire	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	3	0	0	0	0	0	3
	2021	3	0	2	0	0	0	1
	2022	1	0	0	0	0	0	1
New Mexico	2020	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2021	1	3	0	0	0	0	4
	2022	4	1	0	0	0	0	5
New York	2020	7	1	0	0	0	0	8
	2021	8	0	1	1	0	0	6
	2022	6	0	0	0	0	0	6
North Carolina	2020	32	2	3	1	0	0	30
	2021	30	0	4	0	0	1	25
	2022	25	1	0	0	0	0	26
Ohio	2020	24	0	8	2	0	0	14
	2021	14	2	3	0	0	0	13
	2022	13	0	0	0	0	0	13
Oklahoma	2020	7	1	0	1	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Pennsylvania	2020	8	0	0	0	0	0	8
	2021	8	0	1	0	0	0	7
	2022	7	0	0	1	0	0	6
Puerto Rico	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	14	1	1	2	0	0	12
	2021	12	0	3	0	0	0	9
	2022	9	0	0	0	0	0	9
South Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Tennessee	2020	11	0	3	0	0	0	8
	2021	8	0	0	0	0	0	8

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2022	8	0	0	0	0	0	8
Texas	2020	59	1	1	0	0	0	59
	2021	59	0	7	2	0	1	49
	2022	49	2	0	0	0	0	51
Utah	2020	7	1	0	1	0	0	7
	2021	7	0	0	1	0	0	6
	2022	6	0	0	0	0	0	6
Virginia	2020	20	0	0	1	0	0	19
	2021	19	0	4	0	0	0	15
	2022	15	0	0	0	0	0	15
Washington	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
West Virginia	2020	5	0	0	0	0	0	5
	2021	5	1	4	0	0	0	2
	2022	2	0	0	0	0	0	2
Wisconsin	2020	6	1	0	0	0	0	7
	2021	7	0	1	0	0	0	6
	2022	6	1	1	0	0	0	6
Totals	2020	448	18	41	14	0	0	412
	2021	411	19	63	8	0	5	355
	2022	355	13	9	1	0	0	358

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Table No. 4

**Status of Company-Owned Outlets
For fiscal years 2020 to 2022**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2020	4	0	0	2	1	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
Arizona	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Florida	2020	2	0	0	0	1	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Indiana	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Kentucky	2020	1	0	0	1	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Louisiana	2020	5	1	0	1	1	4
	2021	4	0	0	0	2	2
	2022	2	0	0	0	0	2
Michigan	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Mexico	2020	5	0	0	2	1	2
	2021	2	0	0	0	2	0
	2022	0	0	0	0	0	0
North Carolina	2020	6	0	0	4	2	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Ohio	2020	1	0	0	1	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Oklahoma	2020	4	0	0	3	1	0
	2021	0	1	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2022	1	0	0	0	0	1
Pennsylvania	2020	1	0	0	1	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Texas	2020	2	0	0	0	2	0
	2021	0	0	0	0	0	0
	2023	0	0	0	0	0	0
West Virginia	2020	1	0	0	1	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	35	1	0	16	12	8
	2021	8	1	0	0	5	4
	2022	4	0	0	0	0	4

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Table No. 5

Projected Openings During the Period January 1- December 31, 2023

State	Franchise Agreement Signed But Outlet Not Opened as of 12/31/2022	Projected New Franchised Outlets In The Next Year	Projected New Company-Owned Outlet In The Next Year
California	1	0	0
Connecticut	1	0	0
Delaware	0	0	0
Kentucky	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Louisiana	0	0	0
Oregon	0	0	0
Texas	0	1	0
Total	2	1	0

In the tables appearing in this Item 20:

- All numbers are as of the close of business on the last day of the respective fiscal year, except for the Table of Projected Openings, which estimates openings during the 2023 calendar year.
- Any state not listed in a table had no activity during the entire period covered by the table.

Exhibit K lists the names of all franchisees as of December 28, 2022 and the address and telephone number of their Restaurant(s). Franchisees marked with an * in Exhibit K have locations which were not yet open for business as of December 28, 2022; the address shown is either their business address or the future Restaurant’s address, if known.

Exhibit L contains:

1. The name, last known home and/or business address, and telephone number of every franchisee who had a Franchise Agreement transferred, terminated, cancelled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our fiscal year ending December 28, 2022, or who has not communicated within Golden Corral within ten weeks of the date of this disclosure document.

2. The name, last known business and/or home address, and telephone number of every area developer whose Area Development Agreement was terminated, cancelled, or not renewed during our fiscal year ending December 28, 2022, or who has not communicated with Golden Corral within ten weeks of the date of this disclosure document. Many of these developers also are current or former franchisees.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have not signed any agreements with current or former franchisees in the last 3 years that contain confidentiality clauses that would restrict the franchisee's ability to speak openly about their experience as a franchisee in our franchise system.

We have not created or sponsored any trademark-specific franchisee organizations associated with the franchise system. No independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21 **FINANCIAL STATEMENTS**

Exhibit P contains the audited financial statements of Golden Corral Franchising Systems, Inc., which comprise the balance sheets as of December 28, 2022 and December 29, 2021 and the related statements of earnings, retained earnings, and cash flows for the years ended December 28, 2022, December 29, 2021, and December 30, 2020.

ITEM 22 **CONTRACTS**

The following agreements are attached as Exhibits to this disclosure document:

- Exhibit C. Area Development Agreement and Guaranty
- Exhibit D. Franchise Agreement and Guaranty
- Exhibit E. Golden Corral Corporation Store Back Office Software License Agreement
- Exhibit F. Personal Computer Backoffice Installation and Training Support Agreement
- Exhibit G. Personal Computer Backoffice Software and Hardware Support Agreement
- Exhibit H. Coastal Equipment Company's Equipment Purchase and Sale Agreement
- Exhibit I. Golden Corral Restaurants Help Desk Support Agreement
- Exhibit O. Form of General Release to be signed when you renew or transfer the franchise

Except in certain states, we also require that you complete a Certification form before signing an agreement with us. The Certification form is in Exhibit N.

ITEM 23
RECEIPTS

Two copies of a Receipt appear at the end of this disclosure document. Unless you request a paper copy, you will receive the disclosure document in an electronic format and sign the Receipts electronically.

EXHIBIT A
LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236</p>
<p>HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563</p>

<p>MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p>
<p>MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

EXHIBIT B
AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

<p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492</p>
<p>HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563</p>

<p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>
<p>MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p>
<p>MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

EXHIBIT C

AREA DEVELOPMENT AGREEMENT AND GUARANTY

**GOLDEN CORRAL FRANCHISING SYSTEMS, INC.
AREA DEVELOPMENT AGREEMENT**

**GOLDEN CORRAL FRANCHISING SYSTEMS, INC.
AREA DEVELOPMENT AGREEMENT**

TABLE OF CONTENTS

	PAGE
Recitals.....	1
1. GRANT	2
1.1. Grant.....	2
1.2. Separate Franchise Agreement to be Signed for Each Restaurant.....	2
1.3. Protected Territory	2
1.4. No Right to Use Proprietary Marks or System.....	3
1.5. No Right to License Proprietary Marks or System	3
2. DEVELOPMENT FEE.....	6
2.1. Development Fee.....	6
2.2. Development Fee Credit Towards Franchise Fee.....	6
3. DEVELOPMENT OBLIGATIONS.....	6
3.1. Execution of Franchise Agreement.....	6
3.2. Site Selection and Management Orientation.....	6
3.3. Lease.....	7
3.4. Pre Condition to Site Approval.....	8
3.5. Time is of the Essence	8
4. TERM	8
5. DUTIES OF THE PARTIES	8
5.1. Franchisor’s Obligations	8
5.2. Area Developer’s Obligations	9
6. DEFAULT.....	11
6.1. Termination Without Notice and Without Opportunity To Cure.....	11
6.2. Termination With Notice But Without Opportunity To Cure.....	11
6.3. Termination for Default Under Development Schedule	11
6.4. No Right to Establish or Operate New Restaurants	12
6.5. Termination of Area Development Agreement Because of Franchise Agreement Default.....	12
7. TRANSFERS.....	12
7.1. Transfer by Franchisor	12
7.2. Transfer by Area Developer	12
7.3. Equity Offerings By Area Developer	15
7.4. Franchisor’s Right of First Refusal.....	15
7.5. Transfer Upon Death or Mental Incompetency	16
7.6. Non-Waiver of Claims	16
8. COVENANTS.....	16
8.1. Employment Responsibilities of Key Management Personnel.....	16
8.2. Non-Competition During Term of Agreement.....	17
8.3. Non-Competition After Expiration or Termination of Agreement.....	18
8.4. Exceptions to Non-Compete Covenants	18

8.5.	Independent Enforceability of Covenants.....	18
8.6.	Reducing Scope of Covenants.....	19
8.7.	Enforceability of Covenants Not Affected by Area Developer Claims.....	19
8.8.	Breach of Covenants Causes Irreparable Injury	19
8.9.	Covenants From Individuals	19
9.	NOTICES.....	20
10.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION.....	20
10.1.	No Fiduciary Responsibility	20
10.2.	Public Notice of Independent Status.....	20
10.3.	Independent Contractor and Indemnification	21
11.	APPROVALS AND WAIVERS	21
11.1.	Obtaining Approvals	21
11.2.	No Waiver	22
12.	ENTIRE AGREEMENT	22
13.	APPLICABLE LAW	22
13.1.	Choice of Law.....	22
13.2.	Choice of Venue	23
13.3.	Nonexclusivity of Remedy	23
13.4.	Right to Injunctive Relief	23
13.5.	Limitations of Adjudicative Proceedings.....	23
13.6.	Benefits of Uniform Law and Venue	23
14.	ADDITIONAL PROVISIONS	24
14.1.	Severability of Provisions	24
14.2.	No Third Party Beneficiary Rights	24
14.3.	Enforceability of Modified Provisions	24
14.4.	Captions.....	24
14.5.	Use of Gender.....	24
14.6.	Duplicate Originals.....	24
14.7.	Survival of Obligations	25
14.8.	Atypical Arrangements	25
14.9.	Interpretation of Agreement	25
14.10.	Franchisor’s Business Judgment.....	25
15.	ACKNOWLEDGMENTS	25
15.1.	Receipt of Franchise Disclosure Document	25
15.2.	Recognition of Business Risks.....	26
15.3.	Sufficient Time to Understand and Evaluate the Offering of Area Development Rights:.....	26
15.4.	Electronic Signature and Delivery:.....	26

EXHIBIT A (DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE)
EXHIBIT B (FRANCHISE AGREEMENT)

**GOLDEN CORRAL FRANCHISING SYSTEMS, INC.
AREA DEVELOPMENT AGREEMENT**

This Area Development Agreement (“**Development Agreement**”) is entered into this ___ day of _____, 202__ by and between Golden Corral Franchising Systems, Inc., a Delaware corporation (hereinafter referred to as “**Franchisor**”), and _____ (hereinafter referred to as “**Area Developer**”).

WITNESSETH:

WHEREAS, Golden Corral Corporation, a North Carolina corporation, as the result of the expenditure of time, skill, effort, and money, has developed and owns a unique system (hereinafter “**System**”) for opening and operating family steakhouse restaurants;

WHEREAS, the distinguishing characteristics of the System include, without limitation, the establishment, development, and operation of a family restaurant which features steak, seafood, chicken, salad bars, food buffet, in-store display bakery and other food and beverage items for lunch, dinner, weekend breakfast and snacks; emphasis on prompt, courteous service in a clean, wholesome, family-oriented atmosphere; distinctive exterior and interior design and trade dress; standards and specifications for materials, equipment, furnishings, fixtures, supplies, signage and food and beverage items (including special quality and quantity standards); operating procedures for sanitation and maintenance; special procedures for food and beverage preparation and service; training and assistance; and methods and techniques for inventory and cost controls, record keeping and reporting, purchasing, customer service, sales promotion, and advertising; all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the mark “GOLDEN CORRAL” and such other trade names, service marks, and trademarks as are now or hereafter designated by Franchisor (in the Confidential Operations Manuals or otherwise in writing) for use in connection with the System (hereinafter referred to as “**Proprietary Marks**”);

WHEREAS, Franchisor continues to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of products and services marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and service;

WHEREAS, Golden Corral Corporation has granted Franchisor the non-exclusive right to franchise others to operate restaurants using the System, including the Proprietary Marks; and

WHEREAS, Area Developer wishes to obtain certain development rights to operate Golden Corral restaurants under the System, to be identified with the Proprietary Marks in

the territory described in this Development Agreement, and to be trained by Franchisor to establish and operate Golden Corral restaurants;

NOW, THEREFORE, the parties, in consideration of the under takings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

1. GRANT

1.1. Grant: Franchisor hereby grants the right to Area Developer, and Area Developer accepts the obligation, pursuant to the terms and conditions of this Development Agreement, to establish and operate _____ (__) restaurants using a GC-11S building design, _____ (__) restaurants using a GC-11M building design, and _____ (__) restaurants using a GC-10 building design for a total of ____ (__) restaurants (hereinafter “**Restaurants**” or “**franchised businesses**”) and to use the Proprietary Marks and the System solely in connection therewith. Area Developer shall establish and operate such restaurants at specific locations to be designated in separate Golden Corral Franchise Agreements (hereinafter “**Franchise Agreements**”) executed as provided in Section 3.1 hereof, and pursuant to the development schedule set forth in Exhibit A, attached hereto (hereinafter the “**Development Schedule**”). Each Restaurant developed hereunder shall be located in the area described in Exhibit A, attached hereto (hereinafter the “**Development Area**”) which Development Area may be further defined by sub-markets established by mutually approved segmentation map(s).

1.2. Separate Franchise Agreement to be Signed for Each Restaurant: Each restaurant shall be established and operated pursuant to a separate Franchise Agreement to be entered into between Area Developer and Franchisor in accordance with Section 3.1. hereof.

1.3. Protected Territory: Except as otherwise provided in this Agreement, Franchisor shall not establish and operate, nor license anyone other than Area Developer to establish and operate, any Restaurant under the Proprietary Marks and the System in the Development Area during the term of this Agreement; provided, however, that Franchisor retains the right, among other rights, both within and outside of the Development Area, without offering Developer any rights therein, and regardless of the proximity to or financial impact on the Development Area and/or any Restaurant established or to be established pursuant to this Area Development Agreement (i) to establish and operate, and to license others to establish and operate, restaurant businesses utilizing the Proprietary Marks and/or the System at or from educational institutions (including, without limitation, colleges and universities); hospitals; airports; food courts; manufacturing, industrial or research facilities; office buildings; convention centers; supermarkets; gasoline stations; department stores; contract food services; theaters; convenience stores; vending machines; fixed/mobile modular units; any casino or other gambling facility; hotels; kiosks; any sports facility, public transportation facility, or public entertainment facility; or any facility which is owned by, or

operated by or under contract with, any military or other government entity; (ii) to own, acquire, establish and/or operate, and franchise others to establish and operate, other restaurant concepts now or hereinafter offered by Franchisor, as well as businesses under proprietary marks other than the Proprietary Marks or other systems, whether such restaurant concepts or businesses are similar to or different from the Restaurant, at any location within or outside the Development Area; and (iii) to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products under any proprietary marks, including the Proprietary Marks. Also excluded from the Development Area is any location within three (3) miles of an existing Golden Corral restaurant. Franchisor retains the right to establish and operate, and to license others to establish and operate at such existing restaurant facility or any other restaurant location within such three (3) mile excluded territory, and regardless of the proximity to or financial impact on the Development Area and/or any Restaurant established or to be established pursuant to this Development Agreement except to the extent, if any, where the Protected Territory of a Franchise Agreement executed pursuant to this Development Agreement grants exclusive rights for a prescribed distance from an existing franchise restaurant that would specifically limit such rights. Upon the execution of a Franchise Agreement for an approved site in a specific submarket identified by a segmentation map or otherwise within the Development Area, any rights Area Developer may have to exclusivity for future additional development in that submarket shall cease and the territorial protection for that submarket, if any, shall be determined by the applicable Franchise Agreement for the approved location.

1.4. No Right to Use Proprietary Marks or System: This Development Agreement is not a franchise agreement, and does not grant to Area Developer any right to use in any manner Franchisor's Proprietary Marks or System.

1.5. No Right to License Proprietary Marks or System: Area Developer shall have no right under this Development Agreement to license others to use in any manner the Proprietary Marks or System.

1.6. Franchisor's Development Right:

1.6.1. Notwithstanding any other term or provision of this Development Agreement, Area Developer acknowledges and agrees that Franchisor shall have the right (but without any obligation to do so) either on its own or through any of its representatives to conduct such research, negotiations and related work as Franchisor shall in its discretion deem appropriate regarding any site within the Development Area, including without limitation: (a) identifying, entering into contracts or agreements related to a potential purchase, lease or other acquisition of a site(s); (b) negotiating terms of any such potential transaction for property located within the Development Area; and (c) applying for and/or procuring surveys, engineering and environmental studies, architectural and engineering plans, and building and construction permits regarding any site(s) with the Development Area (hereinafter the "**Franchisor's Development Right**"). All activities undertaken by Franchisor pursuant to Franchisor's Development Right shall be without any obligation or liability to Area Developer of any kind, type or nature, and Area Developer

acknowledges and agrees that in no case and under no circumstances shall any activities undertaken by Franchisor pursuant to the Franchisor's Development Right shall be deemed or be considered a violation of or interference with any of the rights of Area Developer under the Development Agreement.

1.6.2. Area Developer acknowledges and agrees that any such actions by or on behalf of Franchisor pursuant to its exercise of the Franchisor's Development Right are for the purpose of achieving the full development of a Golden Corral® restaurant within the Development Area at the earliest practicable date.

1.6.3. If Franchisor identifies and secures, by letter of intent, contract to purchase or lease agreement (hereinafter a "**Land Contract**"), a site within the Development Area that meets the then-current standards and site requirements established by Franchisor for development of a Golden Corral® restaurant, then Franchisor shall notify Area Developer that Franchisor has secured such site and provide on a confidential basis to Area Developer such information regarding such site as is then in the possession of Franchisor (the "**Site Information**"). The term "Site Information" expressly excludes any information or analysis developed by or for Franchisor containing any projected revenues or earnings with respect to the operation of a restaurant from such site (the "**Excluded Information**").

1.6.4. In addition to the Site Information, Franchisor shall furnish to Area Developer a summary of all fees, costs and expenses expended and incurred in connection with activities undertaken by Franchisor pursuant to exercising the Franchisor's Development Right (collectively, the "**Site Development Costs**"), which shall include but not be limited to, expenses related to the identification of such site, determination of the suitability of such site for development, and negotiation for the acquisition of such site with the owner or lessor thereof (which shall also include internal costs and expenses incurred by Franchisor together with fees and expenses paid or payable to any third party). The date on which Area Developer is in receipt of the Site Information and the summary of Site Development Costs is hereinafter referred to as the "**Availability Date**."

1.6.5. Provided that the seller or landlord under a Land Contract is willing to allow assignment of the Land Contract to Area Developer with a complete release of Franchisor and its parent and affiliates in connection therewith; Area Developer shall have a period of fourteen (14) days following the Availability Date (the "**Notice Period**") to examine such information for the purpose of determining Area Developer's desire and willingness to accept an assignment and assumption of any Land Contract and all other agreements, if any, entered into by Franchisor pursuant to exercising the Franchisor's Development Right (the "**Related Agreements**") according to their respective terms, and to perform fully all of the obligations of Franchisor under the Land Contract and the Related Agreements.

1.6.6. If Area Developer fails to affirmatively notify Franchisor in writing within the Notice Period of Area Developer's desire to accept an assignment and assumption of the Land Contract and the Related Agreements, then the Development

Agreement shall be deemed automatically terminated as of the fifteenth (15th) day following the Availability Date, and Area Developer shall have no further rights or privileges to develop or operate a Golden Corral® restaurant within the Development Area.

1.6.7. If, on the other hand, Area Developer gives notice in writing to Franchisor within the Notice Period of Area Developer's intention to accept an assignment and assumption of the Land Contract and the Related Agreements (the "**Acceptance Notice**"), such written notice shall also be deemed the agreement of Area Developer to reimburse Franchisor and its affiliates for all Site Development Costs and any and all subsequently incurred similar expenses in connection with the identification and development of the site. Upon Franchisor's receipt of the Acceptance Notice, Franchisor shall promptly deliver to Area Developer copies of the Land Contract, Related Agreements and such other documents as Franchisor shall deem reasonable and appropriate, on terms acceptable to Franchisor and in compliance with the provisions of such agreements, for the purpose of assigning Franchisor's or its parent's or affiliate's rights under all such agreements (the "**Assignment Documents**"), together with a Franchise Agreement with respect to such location.

1.6.8. Not sooner than ten (10) and not more than twenty-one (21) days following receipt of the Assignment Documents and the Franchise Agreement (the "**Execution Period**"), Area Developer shall execute and return to Franchisor all of the documents duly executed by Area Developer together with payment of the Initial Franchise Fee called for under the Franchise Agreement and all of the Site Development Costs. Upon execution by Franchisor, the Assignment Documents and the Franchise Agreement shall become effective (and simultaneously therewith the Development Agreement shall then terminate with respect to the Development Area), and Area Developer shall immediately undertake development of the premises as a franchised Golden Corral® restaurant pursuant to the Franchise Agreement.

1.6.9. In the event that Area Developer fails or refuses to fully execute and return to Franchisor each of the Assignment Documents and the Franchise Agreement or to pay all of the Initial Franchise Fee and Site Development Costs within the Execution Period, then (a) all of Area Developer's rights and privileges with respect to the site and under the Assignment Documents and the Franchise Agreement, if any, shall automatically terminate without further notice from Franchisor, (b) Franchisor shall have no obligation or responsibility whatsoever to execute and enter into the Assignment Documents or Franchise Agreement with Area Developer, and (c) Franchisor may, in its absolute discretion, terminate the Development Agreement immediately and without providing Area Developer with any opportunity to cure and without Franchisor having any further obligation to Area Developer with respect to the Development Agreement or otherwise with respect to development of such site or Development Area.

2. DEVELOPMENT FEE

2.1. Development Fee: In consideration of the development rights granted herein, Area Developer shall pay to Franchisor upon execution of this Development Agreement a development fee of _____ Dollars (\$_____) which is the sum of Twenty Thousand Dollars (\$20,000) multiplied by _____ (__) restaurant locations to be developed hereunder, receipt of which is hereby acknowledged by Franchisor, and which shall be deemed fully earned and non-refundable upon execution of this Development Agreement in consideration of administrative and other expenses incurred by Franchisor and for the lost future royalties and other development opportunities lost or deferred as a result of the rights granted Area Developer herein.

2.2. Development Fee Credit Towards Franchise Fee: If Area Developer is in full compliance with the Development Schedule described in Section 1.1 hereof and set forth in Exhibit A, attached hereto, Twenty Thousand Dollars (\$20,000) of the development fee for each restaurant shall be credited toward the initial franchise fee payable at the time each Franchise Agreement is executed pursuant to the Development Schedule, which initial franchise fee payment credit shall be fully earned when credited and non-refundable.

3. DEVELOPMENT OBLIGATIONS

3.1. Execution of Franchise Agreement: Area Developer shall execute the then current form of Franchise Agreement for each Restaurant site approved by Franchisor in the Development Area as hereinafter provided. The Franchise Agreement for each Restaurant developed hereunder shall be the then current form of Franchise Agreement and the amendment(s) thereto, if any, being offered generally by Franchisor for such restaurant design at the time each such Franchise Agreement is executed. The current form of Franchise Agreement being offered by Franchisor as of the date hereof is the Franchise Agreement attached hereto as Exhibit B. The Franchise Agreement for each Restaurant shall be executed by Area Developer and submitted to Franchisor within fifteen (15) days of receipt of the applicable Franchise Agreement.

3.2. Site Selection and Management Orientation: Prior to Area Developer's acquisition by lease or purchase of any site for a Restaurant but within ninety (90) days after the execution of this Agreement, Area Developer shall complete and submit to Franchisor, in form(s) as may be specified by Franchisor, a feasibility study regarding Area Developer's proposed costs of development, construction and operation of a Golden Corral restaurant on the Proposed Site, the description of the proposed site and such information or materials as Franchisor may reasonably require, together with a letter of intent or other evidence satisfactory to Franchisor which confirms Area Developer's favorable prospects for obtaining the site. Franchisor shall have up to sixty (60) days after receipt of the feasibility study, the description of the proposed site and other information and materials to approve or disapprove, in its sole discretion, each proposed site for a Restaurant. Notwithstanding anything contained in this Development Agreement to the contrary, Area Developer must acquire by lease or purchase a location approved by Franchisor at the earlier of one hundred

eighty (180) days after the execution of this Agreement or six (6) months before the scheduled opening date of the first Restaurant as set forth in the Development Schedule, and thereafter must acquire a location approved by Franchisor not less than six (6) months prior to the date each respective Restaurant is required to be opened pursuant to the Development Schedule.

3.3. Lease: If Area Developer will occupy the premises at which a Restaurant is operated under a lease, Area Developer shall, prior to the execution thereof, submit such lease to Franchisor, for its written approval. Franchisor's approval of the lease may be conditioned upon the inclusion in the lease of such provisions as Franchisor may reasonably require, including, without limitation:

3.3.1. A provision which restricts the use of the premises during the term of the Franchise Agreement solely to the operation of the business franchised under the Franchise Agreement;

3.3.2. A provision which prohibits Area Developer from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease, without Franchisor's prior written consent;

3.3.3. A provision that the landlord consents to Area Developer's use of such Proprietary Marks and signage as Franchisor may prescribe for the franchised business;

3.3.4. A provision giving Franchisor the right to enter the premises without assuming the lease to make modifications necessary to protect the Proprietary Marks and the System or cure any default under the Franchise Agreement;

3.3.5. A provision that the initial term of the lease, or the initial term together with any renewal terms (for which the rent shall be set forth in the lease), shall be for not less than fifteen (15) years;

3.3.6. A provision which requires the landlord concurrently to provide Franchisor with a copy of any written notice of breach or default under the lease sent to Area Developer; and which grants to Franchisor, in its sole discretion, the right (but not the obligation) to cure any breach or default under the lease, should Area Developer fail to do so, within fifteen (15) days after the expiration of the period in which Area Developer may cure the breach or default; and

3.3.7. A provision that provides that upon Area Developer's default under the lease or under the Franchise Agreement, Franchisor shall without the landlord's further consent have a continuing right of entry into the premises, the right to operate a Golden Corral restaurant therein, the right but not the obligation to assume Area Developer's interests under the existing terms, conditions and covenants of the lease, and should Franchisor assume Area Developer's position under the lease, the right to assign the lease or

sublet the premises to a third party which will operate on the premises a Golden Corral restaurant.

3.4. Pre-Condition to Site Approval: Notwithstanding anything else contained in this Development Agreement to the contrary, Franchisor may withhold approval of a site and/or the issuance of a Franchise Agreement for an approved site (collectively, "**Development Approval**") if, at the time that Area Developer requests a Development Approval, any Golden Corral restaurant operated by Area Developer or any of its affiliates ("**Existing Restaurant**") is below the minimum standards established by Franchisor as a pre-condition to Development Approval with respect to either (a) cleanliness, service and quality; or (b) required number of certified managers. Area Developer acknowledges and agrees that the minimum standard established by Franchisor for cleanliness, service and quality required for Development Approval will be higher and more demanding than the minimum standard that would constitute a default under any applicable franchise agreement.

3.5. Time is of the Essence: Recognizing that time is of the essence, Area Developer agrees to satisfy each and every requirement of the Development Schedule for the Restaurant(s) described therein in a timely manner. Failure by Area Developer to adhere to the Development Schedule shall constitute a default under this Development Agreement as provided in Section 6.3 hereof.

4. **TERM**

Term: Unless sooner terminated in accordance with the terms of this Development Agreement, the term of this Development Agreement and all present and future rights granted hereunder to develop Restaurants in the Development Area shall expire on the earlier of the date when Area Developer has opened and has in operation all of the Restaurants required by the Development Schedule, or _____, notwithstanding the fact that all of the Restaurants to be developed pursuant to this Development Agreement are not opened and in operation.

5. **DUTIES OF THE PARTIES**

5.1. Franchisor's Obligations: For each Restaurant developed hereunder Franchisor shall furnish to Area Developer the following:

5.1.1. Such site selection guidelines and consultation as Franchisor may deem advisable; and

5.1.2. Such on-site evaluation as Franchisor may deem advisable as part of its evaluation of Area Developer's request for site approval; provided, however, that Franchisor shall not provide on-site evaluation for any proposed site prior to Franchisor's receipt of a complete response to Franchisor's Site Evaluation Questionnaire, a description of the proposed site and a letter of intent or other evidence satisfactory to the Franchisor which confirm Area Developer's favorable prospects for obtaining the proposed site,

pursuant to Section 3.2 hereof. If on-site evaluation is deemed necessary and appropriate by Franchisor, Franchisor shall conduct up to two (2) on-site evaluations for each Restaurant at Franchisor's cost; for each additional on-site evaluation (if any) Area Developer shall reimburse Franchisor for Franchisor's reasonable expenses, including, without limitation, the costs of travel, lodging, and food.

5.2. Area Developer's Obligations: Area Developer accepts the following obligations:

5.2.1. An Area Developer which is a corporation shall comply, except as otherwise approved in writing by Franchisor, with the following requirements throughout the term of this Development Agreement:

5.2.1.1. Area Developer shall furnish Franchisor with its Articles of Incorporation, Bylaws, other governing documents, any other documents Franchisor may reasonably request, and any amendments thereto.

5.2.1.2. Area Developer shall confine its activities, and its governing documents, if any, shall at all times provide that its activities are confined, exclusively to the management and operation of the business contemplated hereunder, including the establishment and operation of the Restaurants to be developed hereunder.

5.2.1.3. Area Developer shall maintain stop transfer instructions against the transfer on its records of any voting securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

The transfer of this stock is subject to the terms and conditions of an Area Development Agreement with GOLDEN CORRAL FRANCHISING SYSTEMS, INC. dated _____. Reference is made to the provisions of the said Area Development Agreement and to the Articles and Bylaws of this Corporation.

5.2.1.4. Area Developer shall maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Area Developer and shall furnish the list to Franchisor upon request. Such lists shall also include the percentage of ownership of each such owner.

5.2.2. If Area Developer is a corporation, each proposed holder of an interest in Area Developer shall submit a franchise application to Franchisor, shall be approved by Franchisor, and shall, upon Franchisor's request, execute a guarantee of Area Developer's obligations under this Development Agreement in a form prescribed by Franchisor; provided, however, that the requirements of this Section 5.2. shall not apply to a holder of any corporation registered under the Securities and Exchange Act of 1934.

5.2.3. An Area Developer which is a partnership shall comply, except as otherwise approved in writing by Franchisor, with the following requirements throughout the term of this Development Agreement:

5.2.3.1. Area Developer shall furnish Franchisor with its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto.

5.2.3.2.. Area Developer shall prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Area Developer.

5.2.4. If Area Developer is a limited liability company, it shall: (i) furnish Franchisor with its articles of organization and operating agreement, as well as such other documents as Franchisor may reasonably request, and any amendments thereto; (ii) prepare and furnish to Franchisor, upon request, a current list of all members and managers in Area Developer; and (iii) maintain stop transfer instructions on its records against the transfer of any equity securities and shall only issue securities which bear a legend, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Development Agreement.

5.2.4.1. If Area Developer is a limited liability company, each proposed holder of an interest in Area Developer shall submit a franchise application to Franchisor, shall be approved by Franchisor, and shall, upon Franchisor's request, execute a guarantee of Area Developer's obligations under this Development Agreement in a form prescribed by Franchisor.

5.2.5. Area Developer shall at all times preserve in confidence any and all materials and information furnished or disclosed to Area Developer by Franchisor and shall disclose such information or materials only to such of Area Developer's employees or agents who must have access to it in connection with their employment. Area Developer shall not at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

5.2.6. Area Developer shall comply with all requirements of federal, state, and local laws, rules, and regulations.

5.2.7. Except as otherwise specifically stated in this Agreement as to be performed by Franchisor, it is the Area Developer's responsibility to undertake all actions necessary to develop and open each and every Restaurant at Area Developer's sole cost and expense, which responsibility includes but is not limited: (a) to identify potential sites to be developed; (b) to negotiate for the acquisition of such sites by lease or purchase; (c) to obtain necessary and appropriate governmental approvals; (d) to select a general contractor and obtain construction bids; (e) to adapt the generic building plans and specifications as provided by Franchisor to each selected site and have such plans sealed by Area Developer's

architect/engineer; (f) to obtain financing as needed for acquisition and construction of the building(s) and the purchase of all furniture, fixtures and equipment; and (g) to construct each Restaurant to be developed pursuant to this Agreement.

6. DEFAULT

6.1. Termination Without Notice and Without Opportunity To Cure: Area Developer shall be deemed in default under this Development Agreement, and all rights granted herein shall automatically terminate, without notice to Area Developer, if Area Developer shall become insolvent or makes a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Area Developer or such a petition is filed against and not opposed by Area Developer; or if Area Developer is adjudicated a bankrupt, or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of Area Developer or other custodian for Area Developer's business or assets is filed and consented to by Area Developer; if a receiver or other custodian (permanent or temporary) of Area Developer's business or assets or any part thereof is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against Area Developer; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); if execution is levied against Area Developer's business or assets, or if suit to foreclose any lien or mortgage against the premises or equipment is instituted against Area Developer and not dismissed within thirty (30) days; or if the real or personal property of any of Area Developer's Restaurants shall be sold after levy thereupon by any sheriff, marshal or constable.

6.2: Termination With Notice But Without Opportunity To Cure: Area Developer shall be deemed to be in default and Franchisor may, at its option, terminate this Development Agreement and all rights granted hereunder, without affording Area Developer any opportunity to cure the default, effective immediately upon receipt of notice by Area Developer if Area Developer, the Operations Principal referred to in Section 8.1 or any other principal or officer of Area Developer: (a) is convicted, or enters a plea with adjudication of guilt withheld or suspended, involving a felony, a crime involving moral turpitude; or (b) engages in conduct that is reasonably likely, in the sole opinion of Franchisor, to adversely affect the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein.

6.3. Termination for Default Under Development Schedule: If Area Developer fails to comply with the Development Schedule set forth in Exhibit A attached hereto, such action shall constitute a default under this Development Agreement, upon which Franchisor, in its discretion, may (a) terminate the credit granted in Section 2.2. hereof and/or (b) terminate this Development Agreement and all rights granted hereunder without affording Area Developer any opportunity to cure the default, effective immediately upon receipt by Area Developer of written notice. If Area Developer fails to comply with the terms and conditions of any franchise agreement or development agreement between Area Developer and Franchisor, or makes or attempts to make a transfer or assignment in violation of Section 7.2. hereof, such action shall constitute a default under this Development Agreement. Upon such default, Franchisor, in its discretion, may terminate this Development

Agreement and all rights granted hereunder without affording Area Developer any opportunity to cure the default, effective immediately upon receipt by Area Developer of written notice.

6.4. No Right to Establish or Operate New Restaurants: Upon termination of the Development Agreement, Area Developer shall have no right to establish or operate any Golden Corral restaurants for which a Franchise Agreement has not been executed by Franchisor at the time of termination. Franchisor shall be entitled to establish, and to license others to establish, Golden Corral restaurants in the Development Area except as may be otherwise provided under any Franchise Agreement which has been executed between Franchisor and Area Developer.

6.5. Termination of Area Development Agreement Because of Franchise Agreement Default: No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties hereto. However, default under this Development Agreement shall constitute default under any and all other Development Agreements between the parties hereto.

7. TRANSFERS

7.1. Transfer by Franchisor: Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Development Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Area Developer expressly affirms and agrees that Franchisor may sell its assets, its Proprietary Marks, or its System; may sell its securities in a public offering or in a private placement; may merge, acquire other corporations and entities, or be acquired by another corporation or entity; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

7.2. Transfer by Area Developer:

7.2.1. Area Developer understands and acknowledges that the rights and duties set forth in this Development Agreement are personal to Area Developer, and are granted in reliance on Area Developer's business skill, financial capacity, and personal character. Accordingly, neither Area Developer nor any immediate or remote successor to any part of Area Developer's interest in this Development Agreement nor any individual, partnership, corporation, or other legal entity, which directly or indirectly controls Area Developer shall sell, assign, transfer, convey or give away, any direct or indirect interest in Area Developer or in the development rights granted by this Development Agreement without the prior written consent of Franchisor. No partial assignments of this Development Agreement and/or the Development Area can be made by Area Developer. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of

Franchisor shall be null and void and shall constitute a material breach of this Development Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Section 6.2 of this Development Agreement. The transfer restrictions described in this Section 7.2 shall apply to any sale, assignment, transfer, conveyance, or donation of any ownership interest in Area Developer (except for an Area Developer which is a corporation registered under the Securities and Exchange Act of 1934) by any holder of such interest to any party.

7.2.2. Franchisor shall not unreasonably withhold its consent to any such transfer; provided, however, that if a transfer, alone or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring a controlling interest in Area Developer or in the development rights granted herein, Franchisor may, in its sole discretion, require as a condition of its approval that:

7.2.2.1. All of Area Developer's accrued monetary obligations to Franchisor and all other outstanding obligations related to the terms and conditions under this Development Agreement shall have been satisfied;

7.2.2.2. Area Developer is not in default of any provision of this Development Agreement, any amendment hereof or successor hereto, or any other agreement between Area Developer and Franchisor, or its subsidiaries and affiliates;

7.2.2.3. The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

7.2.2.4. The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) shall enter into a written assignment, under seal and in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Area Developer's obligations under this Development Agreement;

7.2.2.5. The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) shall demonstrate to Franchisor's satisfaction that transferee meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the minimum net worth and liquidity which meets Franchisor's then-current requirements to become an area developer of the number and type of Restaurants described in this Development Agreement; has the aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business experience equivalent to not less than three (3) years' experience in the operation of the number and type of Restaurants to be developed under this Development Agreement, the franchise application, or otherwise); has adequate financial resources and capital to comply

with the Development Schedule; and has no conflicting or competing business interest, and satisfies such other criteria and conditions that Franchisor shall reasonably impose;

7.2.2.6. At Franchisor's option, the transferee (and, if the transferee is other than an individual, such owners of a legal or beneficial interest in the transferee as Franchisor may request) shall execute (and/or, upon Franchisor's request, shall cause all interested parties to execute), for a term ending on the expiration date of this Development Agreement, Franchisor's standard form of Development Agreement, which agreement shall supersede this Development Agreement in all respects and the terms of which agreement may differ from the terms of this Development Agreement;

7.2.2.7. Area Developer shall remain primarily liable for all obligations of the Area Developer's business, and all covenants to be kept or performed by Area Developer, and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

7.2.2.8. Each Restaurant has already opened and been approved for operation by Franchisor in compliance with all the conditions listed herein;

7.2.2.9. Except in the case of a transfer to a corporation formed for the convenience of ownership, a transfer fee in an amount equal to five percent (5%) of the development fee shall be paid by Developer to Franchisor under this Development Agreement, or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the application to transfer, including, without limitation, legal and accounting fees;

7.2.2.10. Area Developer agrees that if, in the opinion of Franchisor, the price to be paid for any transfer appears to be excessive or is likely to result in there being an unsatisfactory return on investment, or there being an insufficient cash flow to meet obligations, Franchisor may, without liability to Area Developer, review such opinions with any such prospective transferee/purchaser; and

7.2.2.11. The transferee must at the time of the proposed transfer have an Operations Principal (as referred to in Section 8.1) that has been approved by Franchisor and meets Franchisor's requirements for such position, which may include significant prior multi-unit restaurant operating experience, successful completion of Franchisor's training program for managers and, if required by Franchisor, ownership by such Operations Principal of at least a twenty-five percent (25%) equity interest in the transferee.

7.2.3. Franchisor shall not unreasonably withhold its consent to a proposed public offering of securities interests in Area Developer; provided, however, that Franchisor may, in its sole discretion, require as a condition of its approval that Franchisor or a company controlling Franchisor has previously made a public offering of Franchisor's or such company's securities. (For the purposes of this Section 7.2, a "public offering" shall mean any offering requiring registration under any state or federal securities laws, and any

offering exempt from registration but requiring disclosure under any federal law or regulation.)

7.2.4. Area Developer shall grant no security interest in the franchised business or in any of its assets unless the secured party agrees that in the event of any default by Area Developer under any documents related to the security interest, Franchisor shall have the right and option to purchase the rights of the secured party upon payment of all sums then due to such secured party, except such amounts which may have become due as a result of any acceleration of the payment dates based upon the Area Developer's default.

7.2.5. Area Developer acknowledges and agrees that each condition which must be met by the transferee is necessary to assure such transferee's full performance of the obligations hereunder.

7.3. Equity Offerings By Area Developer: Securities, membership interests, or partnership interests in Area Developer may be sold, by private offering or otherwise, only with the prior written consent of Franchisor, as required in Section 7.2. All materials required for such offering by federal or state law shall be submitted to Franchisor for review prior to their being filed with any government agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review prior to their use. No Area Developer offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating as an underwriter, issuer, or offeror of Area Developer's or Franchisor's securities; and Franchisor's review of any offering shall be limited solely to the subject of the relationship between Area Developer and Franchisor. Area Developer and the other participants in the offering must fully indemnify Franchisor in connection with the offering. For each proposed offering, Area Developer shall pay to Franchisor a non-refundable fee of Ten Thousand Dollars (\$10,000) or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering. Area Developer shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

7.4. Franchisor's Right of First Refusal:

7.4.1. If any party holding any interest in Area Developer or in this Development Agreement (the transfer of which interest would have the effect of transferring a controlling interest in the franchised business), or if Area Developer, desires to accept any bona fide offer from a third party to purchase such interest or the premises of the franchised business, the seller shall notify Franchisor in writing of the terms of such offer, and shall provide such information and documentation relating to the offer as Franchisor may require; and Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that Franchisor elects to purchase the seller's interest, closing on such purchase must occur within sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor or such later date as may have been provided in the offer.

Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 7.4 shall not constitute a waiver of any other provision of this Development Agreement, including all of the requirements of this Section 7, with respect to a proposed transfer.

7.4.2. In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest in the franchised business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor, and his determination shall be binding.

7.5. Transfer Upon Death or Mental Incompetency: Upon the death or mental incompetency of any person with a controlling interest in this Development Agreement or in Area Developer, the transfer of which requires the consent of Franchisor as provided in Section 7.2 hereof, the executor, administrator, personal representative, guardian, or conservator of such person shall transfer such interest within six (6) months after such death or mental incompetency to a third party approved by Franchisor. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 7, the personal representative of the deceased person shall have a reasonable time to dispose of the deceased's interest in the franchise, which disposition shall be subject to all the terms and conditions for transfers contained in this Development Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Development Agreement. Nothing contained in this Section 7.5. shall be deemed to relieve Area Developer of the requirement to satisfy the Development Schedule described in Section 1.1. hereof.

7.6. Non-Waiver of Claims: Franchisor's consent to a transfer of any interest in this Development Agreement or in Area Developer shall not constitute a waiver of any claims Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Development Agreement by the transferee.

8. COVENANTS

8.1. Employment Responsibilities of Key Management Personnel: Area Developer covenants that during the term of this Development Agreement, except as otherwise approved in writing by Franchisor, Area Developer (or, if Area Developer is a corporation or a limited liability company or partnership or other entity, an individual approved by Franchisor as the “**Operations Principal**” of Area Developer and having, if so required by Franchisor, at least a ten percent (10%) equity interest in Area Developer) shall devote, to the satisfaction of Franchisor, substantial time, energy, and best efforts to the

management, supervision and operation of the business contemplated hereunder, including the establishment and operation of the Restaurants to be developed hereunder. The initial Operations Principal approved by Franchisor is _____.

8.1.1. If for any period occurring after the opening of any Restaurant to be developed pursuant to this Development Agreement the Operations Principal is not working as a full-time certified manager in such Restaurant pursuant to Section 6 of the Franchise Agreement, then Area Developer shall throughout the term of this Agreement and any Franchise Agreement executed pursuant to this Development Agreement employ at each Restaurant developed under this Agreement not less than one (1) additional manager in excess of the minimum number of managers otherwise required for Restaurants of that type and level of sales, which manager shall be required to successfully complete Franchisor's training program for certified managers. In addition to the foregoing and if so required by Franchisor, upon the opening of the fifth (5th) Golden Corral Restaurant under management control of Area Developer (or an affiliate), Area Developer shall also employ an individual responsible for the multi-unit supervision of Golden Corral restaurants operated by Area Developer or its affiliates, which multi-unit supervisor shall also be required to attend and successfully complete Franchisor's training program for certified managers.

8.1.2 Upon the death, incapacity or termination of the approved Operations Principal for any reason, or in the event such Operations Principal ceases to devote substantial time, energy and best efforts to the operation of the Restaurants hereunder, the Area Developer must secure a substituted Operations Principal, who must be approved by Franchisor and, if so required by Franchisor, must own at least a ten percent (10%) equity interest in Area Developer, within a reasonable period of time thereafter, but not later than three (3) months after the date of such Operations Principal's death, incapacity or termination or cessation of active operations management.

8.1.3. The Operations Principal as provided herein, must be a person who in Franchisor's sole judgment, possesses restaurant operations experience at a level appropriate to manage the number and type(s) of Restaurants to be developed by Area Developer. Any such Operations Principal must attend and complete, to Franchisor's satisfaction, Franchisor's training program for certified managers.

8.2. Non-Competition During Term of Development Agreement: Area Developer specifically acknowledges that, pursuant to this Development Agreement, Area Developer will receive valuable confidential information, including, without limitation, information regarding the site selection and marketing methods and techniques of Franchisor and the System, and that Area Developer has the exclusive right and obligation under this Development Agreement to identify sites and develop the Development Area for the benefit of the System. Area Developer covenants that during the term of this Development Agreement, except as otherwise approved in writing by Franchisor, Area Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

8.2.1. Divert or attempt to divert any business or customer of any Golden Corral restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Proprietary Marks and the System;

8.2.2. Area Developer shall not employ or seek to employ, either directly or indirectly including through an affiliate/subsidiary, any person who is employed, or within the timeframes described below had been employed, by any other area developer or franchisee of Franchisor, or by Franchisor, or by any affiliate/subsidiary of Franchisor. As used in this Section 8.2.2., "person" shall mean an individual who, within (a) the prior six (6) months was employed in any management or supervisory position; and/or (b) the prior twelve (12) months was a member of an "A-team" designated by Franchisor to provide opening assistance at any new restaurant location or was part of any group of at least three (3) employees working in the same restaurant location, regardless of their areas of responsibility. Franchisee shall not directly or indirectly seek to induce such person to leave his or her employment for the purpose of becoming an employee of Area Developer.

8.2.3. Own, invest in, maintain, operate, engage in, be employed by, be a consultant to, or have any interest in any restaurant business unless previously consented to in writing by the Franchisor.

8.3. Non-Competition After Expiration or Termination of Agreement: Area Developer covenants that, except as otherwise approved in writing by Franchisor, Area Developer shall not, for a continuous uninterrupted period commencing upon the expiration or termination of this Development Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, legal entity, partnership, limited liability company, corporation or other person or entity which owns, is owned by, or is under common ownership with Area Developer, own, invest in, maintain, operate, engage in, lease to, be employed by, be a consultant to, or have any interest in any restaurant business offering for sale steak, buffet, salad bar, bakery and other items which had been offered by the franchised business which is located within the Development Area.

8.4. Exceptions to Non-Compete Covenants: Sections 8.2.3 and 8.3 shall not apply to ownership by Area Developer of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities and Exchange Act of 1934.

8.5. Independent Enforceability of Covenants: The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Development Agreement. If all or any portion of a covenant in this Section 8 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Area Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 8.

8.6. Reducing Scope of Covenants: Area Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 8 in this Development Agreement or any portion thereof, without Area Developer's consent, effective immediately upon receipt by Area Developer of written notice thereof, and Area Developer agrees to comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 12 hereof.

8.7. Enforceability of Covenants Not Affected by Area Developer Claims: Area Developer expressly acknowledges that the existence of any claims which Area Developer may have against Franchisor, whether or not arising from this Development Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 8.

8.8. Breach of Covenants Causes Irreparable Injury: Area Developer acknowledges that Area Developer's violation of the terms of this Section 8 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available; and Area Developer accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, an injunction prohibiting any conduct by Area Developer in violation of the terms of this Section 8.

8.9. Covenants From Individuals: At the request of Franchisor, Area Developer shall provide Franchisor with executed covenants similar in substance to those set forth in this Section 8 (including covenants applicable upon the termination of a person's relationship with Area Developer) from the following persons: (1) all managers of Area Developer and any other person employed by Area Developer who have received training from Franchisor; (2) all officers, directors, and holders of a direct or indirect beneficial ownership interest of five percent (5%) or more in Area Developer; and (3) if Area Developer is a partnership or limited liability company, the general partners and any limited partners and members (including any corporation or limited liability company, and the officers, directors, and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation or limited liability company which controls, directly or indirectly, any general partner, limited partner or member). With respect to each person who becomes associated with Area Developer in one of the capacities enumerated above subsequent to execution of this Agreement, Area Developer shall require and obtain such covenants and promptly provide Franchisor with executed copies of such covenant. In no event shall any person enumerated be granted access to any confidential aspect of the System or the franchised business prior to execution of such a covenant. All covenants required by this Section 8.9 shall be in forms satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them. Failure by Area Developer to obtain execution of a covenant required by this Section 8.9 shall constitute a material breach of this Development Agreement.

9. NOTICES

Any and all notices furnished pursuant to this Development Agreement shall be in writing and shall be personally delivered, sent by certified United States mail with return receipt requested, or dispatched by overnight delivery or courier providing proof of delivery to the respective parties, at the addresses set forth below unless and until a different address has been designated by written notice to the other party. Notices shall be deemed to have been received as follows: by personal delivery- at time of delivery; by overnight delivery service - on the day of delivery as shown on the records of the delivery service; or by mail - on the second business day following the date on which the Notice was delivered to the postal service for delivery. In the event that any party refuses acceptance of any notice where delivery was attempted by U.S. mail or by overnight delivery service, notice shall nevertheless be deemed complete upon such attempted service. The Manual, any revisions to the Manual, and/or any written instructions that Franchisor furnishes to Franchisee relating to operational matters shall not be deemed as "notices" for the purposes of delivery requirements of this Section 9.

Notices to FRANCHISOR: Executive Vice President and General Counsel
Golden Corral Franchising Systems, Inc.
P.O. Box 29502
Raleigh, North Carolina 27626

Notices to AREA DEVELOPER: _____

10. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

10.1. No Fiduciary Responsibility: It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Area Developer shall be an independent contractor; and, that nothing in this Development Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

10.2. Public Notice of Independent Status: During the term of this Development Agreement, Area Developer shall hold himself out to the public to be an independent contractor operating pursuant to this Development Agreement. Area Developer agrees to take such affirmative action as shall be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the Area Developer's business premises, the content of which Franchisor reserves the right to specify.

10.3. Independent Contractor and Indemnification: Area Developer understands and agrees that nothing in this Development Agreement authorizes Area Developer to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and, that Franchisor shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Area Developer in Area Developer's operations hereunder, or any claim or judgment arising therefrom against Franchisor. Area Developer shall indemnify and hold harmless to the fullest extent allowed by law, Franchisor, its affiliates and subsidiaries and each of their respective directors, officers, employees, shareholders, and agents, (collectively "**Indemnitees**") from any and all losses and expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with Area Developer's operations hereunder including, but not limited to, claims arising as a result of the maintenance and operation of vehicles or the Area Developer's business or the claims of customers, employees and others (collectively, "**Event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity shall apply to any liability arising from the negligence of Indemnitees, unless prohibited by applicable State law, and shall not apply to the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative negligence or contributory negligence attributable to Area Developer. For the purpose of this Section 10.3, the term "**losses and expenses**" shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to the reputation and goodwill of Franchisor; and all other costs associated with any of the foregoing losses and expenses. Area Developer shall give Franchisor prompt written notice of any event of which it is aware, for which indemnification is required, and, at the expense and risk of Area Developer, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof. Any assumption of Franchisor shall not modify Area Developer's indemnification obligations. Franchisor may, in its sole judgment, take such actions as it deems necessary and appropriate to investigate, defend, or settle any Event or take other remedial or corrective actions with respect thereof as may be, in the sole judgment of Franchisor, necessary for the protection of the Indemnitees or the System.

11. APPROVALS AND WAIVERS

11.1. Obtaining Approvals: Whenever this Development Agreement requires the prior approval or consent of Franchisor, Area Developer shall make a timely written request to Franchisor therefor; and, except as otherwise provided herein, any approval or consent granted shall be in writing. Franchisor makes no warranties or guarantees upon which Area Developer may rely, and assumes no liability or obligation to Area Developer, by providing any waiver, approval, advice, consent, or suggestion to Area Developer in

connection with this Development Agreement, or by reason of any neglect, delay, or denial of any request therefor.

11.2. No Waiver: No failure of Franchisor to exercise any power reserved to it by this Development Agreement, or to insist upon strict compliance by Area Developer with any obligation or condition hereunder, or by any other area developer under any agreement similar to this Development Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default by Area Developer shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of any breach or default by Area Developer of any of the terms, provisions or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Development Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Area Developer of any terms, covenants or conditions of this Development Agreement.

12. ENTIRE AGREEMENT

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. Area Developer acknowledges that it is neither aware of nor relying upon any oral or written representation or understanding which is contrary to the terms and conditions of this Development Agreement or the contents of any document furnished to Area Developer. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its FDD (referred to in Section 15.1), including any exhibits or amendments thereof.

13. APPLICABLE LAW

13.1. Choice of Law: This Development Agreement takes effect upon its acceptance and execution by Franchisor in North Carolina, and North Carolina law shall apply to any claim or controversy regarding the making, entering into, performance, interpretation, breach or termination of this Development Agreement. In the event of any conflict of law, the laws of North Carolina shall prevail, without regard for the application of North Carolina conflict of law rules; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of North Carolina, but would be enforceable under the laws of the state in which the principal office of Area Developer is located, then such provisions shall be interpreted and construed under the laws of the state

in which the principal office of Area Developer is located. Nothing in this Section 13.1 is intended by the parties to subject this Development Agreement to any franchise or similar law, rule, or regulation of the State of North Carolina to which it would not otherwise be subject.

13.2. Choice of Venue: Any action brought by Area Developer against Franchisor shall be brought exclusively, and any action brought by Franchisor against Area Developer may be brought, in the federal district court covering the location at which Franchisor has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall (with respect to actions commenced by Area Developer), and may (with respect to actions commenced by Franchisor) be brought in the state court within the judicial district in which Franchisor has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

13.3. Nonexclusivity of Remedy: No right or remedy conferred upon or reserved to Franchisor or Area Developer by this Development Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

13.4. Right to Injunctive Relief: Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions; nor shall the reference to such relief in certain Sections of this Development Agreement be deemed to imply the unavailability of such relief to enforce rights provided for in other Sections.

13.5. Limitations of Adjudicative Proceedings: **FRANCHISOR AND AREA DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM WHETHER AT LAW OR IN EQUITY, BROUGHT BY THEM AGAINST THE OTHER. ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THE DEVELOPMENT AGREEMENT, THE RELATIONSHIP OF FRANCHISOR AND AREA DEVELOPER, OR AREA DEVELOPER'S OPERATION OF ITS BUSINESS SHALL BE COMMENCED WITHIN TWO (2) YEARS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED. FRANCHISOR AND AREA DEVELOPER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHERS AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THEM.**

13.6 Benefits of Uniform Law and Venue: Franchisor and Area Developer acknowledge that the parties' agreement regarding choice of law and venue set forth in Sections 13.1 and 13.2 provides each of the parties with the mutual benefit of uniform interpretation of this Development Agreement in any dispute arising out of this

Development Agreement or the parties' relationship created by this Development Agreement. Franchisor and Area Developer further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

14. ADDITIONAL PROVISIONS

14.1 Severability of Provisions: Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Development Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Development Agreement as may remain otherwise intelligible; and, the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms, and/or provisions shall be deemed not to be a part of this Development Agreement.

14.2 No Third Party Beneficiary Rights: Except as provided in Section 8.2.2, nothing in this Development Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Area Developer and such of their respective successors and assigns as may be contemplated by Section 7 hereof, any rights or remedies under or by reason of this Agreement.

14.3 Enforceability of Modified Provisions: Area Developer expressly agrees to be bound by any promise or covenants imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Development Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

14.4 Captions: All captions in this Development Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

14.5 Use of Gender: All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Area Developer shall be deemed jointly and severally undertaken by all the parties hereto signing on behalf of Area Developer.

14.6 Duplicate Originals: This Development Agreement may be executed in multiple counterparts each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument. Delivery of an executed

counterpart of this Development Agreement by fax or electronic means (such as by facsimile or by e-mail in “pdf” or “tif” format) shall be effective as delivery of a manually executed original counterpart hereof.

14.7 Survival of Obligations: Any provision or covenant of this Development Agreement by which its terms or by reasonable implication is to be performed in whole or in part, after the expiration or termination of this Development Agreement shall survive such expiration or termination.

14.8 Atypical Arrangements: Area Developer acknowledges and agrees that Franchisor may modify the offer of its area development rights to other area developers or its ongoing relationship with other area developers in any manner and at any time, which offers, agreements and/or modifications have or may have terms, conditions, and obligations which may differ from the terms, conditions, and obligations in this Agreement.

14.9 Interpretation of Development Agreement: No provision of this Development Agreement shall be interpreted in favor of, or against, any party because of the party that drafted this Development Agreement.

14.10 Franchisor’s Business Judgment: Whenever Franchisor exercises a right and/or discretion to take or withhold an action, or to grant or decline to grant Area Developer a right to take or withhold an action, except as otherwise expressly and specifically provided in this Development Agreement, Franchisor may make such decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests. “Best interests” includes what Franchisor believes to be the best interests of the System at the time the decision is made or the right or discretion is exercised even though (a) there may have been other alternative decisions or actions that could have been taken; (b) Franchisor’s decision or action taken promotes Franchisor’s financial or other individual interest; or (c) decision or the action it takes may apply differently to different area developers or any company-owned or affiliate-owned restaurants. In the absence of an applicable statute, Franchisor will have no liability to Area Developer for any such decision or action. The exercise of the right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Development Agreement, Franchisor and Area Developer agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Development Agreement and that this Development Agreement grants Franchisor the right to make decisions or take/refrain from taking actions not inconsistent with Area Developer’s rights and obligations thereunder.

15. ACKNOWLEDGMENTS

15.1. Receipt of Franchise Disclosure Document: Area Developer acknowledges that it has received a copy of the Golden Corral Franchise Disclosure Document and all exhibits and attachments referenced therein (“**FDD**”), as required by the Trade Regulation Rule of the Federal Trade Commission entitled “Disclosure Requirements and Prohibitions Concerning Franchising” at least fourteen (14) calendar days prior to the

date on which this Development Agreement was executed, and, in addition, that Franchisor has not made any material change to the Development Agreement within the seven (7) calendar days prior to the date on which this Development Agreement is executed.

15.2. Recognition of Business Risks: Area Developer acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by this Development Agreement involves business risks and that its success will be largely dependent upon the ability of Area Developer as an independent businessperson. Except with respect to any information contained in Item 19 of Franchisor's FDD, Franchisor expressly disclaims the making of, and Area Developer acknowledges that it has not received, any representation, express or implied, from any employee or agent of Franchisor, as to the prior, current, or potential sales, income, profits, or success of the business venture contemplated by this Development Agreement or of any other area developer.

15.3. Sufficient Time to Understand and Evaluate the Offering of Area Development Rights: Area Developer acknowledges that it has read and understood this Development Agreement, the attachments and exhibits hereto, if any, and agreements relating thereto, if any; and, that Franchisor has accorded Area Developer ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Development Agreement.

15.4 Electronic Signature and Delivery: Each party acknowledges that this Development Agreement may be executed by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) shall be effective as delivery of a manually executed original counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed, and delivered this Agreement on the day and year first above written.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

AREA DEVELOPER

By: _____ (SEAL)
Name/Title:
Email:

**GOLDEN CORRAL FRANCHISING SYSTEMS, INC.
AREA DEVELOPMENT AGREEMENT**

EXHIBIT A

1. Development Area - Each restaurant developed under this Area Development Agreement shall be located in the following area:

2. Development Schedule - Recognizing that time is of the essence, Area Developer agrees to satisfy the Development Schedule set forth below:

<u>By (Date)</u>	<u>Cumulative Total Number of Restaurants Which Area Developer Shall Have Open and in Operation</u>
____, 202__	_____
____, 202__	_____
____, 202__	_____
____, 202__	_____
____, 202__	_____
____, 202__	_____
____, 202__	_____
____, 202__	_____
____, 202__	_____
____, 202__	_____

_____ Franchisor's initials
_____ Area Developer's initials

**GOLDEN CORRAL FRANCHISING SYSTEMS, INC.
DEVELOPMENT AGREEMENT**

EXHIBIT B

FRANCHISE AGREEMENT

The form of Franchise Agreement currently offered by Franchisor is attached.

_____, 202__

Golden Corral Franchising Systems, Inc.
Post Office Box 29502
5151 Glenwood Ave.
Raleigh, NC 27626

Ladies and Gentlemen:

The undersigned _____ and _____, jointly and severally (hereinafter individually and collectively referred to as “**Guarantors**”) have requested that you enter into an Area Development Agreement (the “**Development Agreement**”) with _____, a _____ (“**Franchisee**”) for the “**Development Area**” as described in the attached Exhibit A.

The undersigned acknowledge that you are unwilling to enter into the Development Agreement with Franchisee unless the Guarantors guarantee the obligations and liabilities of the Franchisee under the Development Agreement and under each Franchise Agreement (the “**Franchise Agreements**”) executed by Franchisee in connection with development of a Golden Corral restaurant pursuant to the Development Agreement, and agree to be bound by certain terms and conditions set forth in the Development Agreement and the Franchise Agreements. As an inducement to you to deal with the Franchisee and to enter into the Development Agreement and the Franchise Agreements, the Guarantors therefore guarantee to you, your successors and assigns the due and punctual payment and performance by the Franchisee of each and every obligation or liability of the Franchisee under the Development Agreement and under each of the Franchise Agreements, all in accordance with the terms of the Development Agreement and the Franchise Agreements, including all renewals, extensions and modifications thereof and together with any interest or costs incurred in connection therewith. The Guarantors hereby expressly waive presentment, demand, protest, and notice of dishonor of any obligation of the Franchisee with respect thereto.

The obligation and liability of the Guarantors shall be primary and not secondary, payable immediately upon demand without recourse first having been had by you against the Franchisee, and the Guarantors hereby waive the benefits of all provisions of law for stay or delay of execution or sale of property or other satisfaction of judgment against the undersigned until judgment be obtained against the Franchisee and execution thereon returned unsatisfied, or until any other proceedings can be had.

The Guarantors acknowledge and agree that you may release in whole or in part any individual guarantor or the Franchisee from any obligation or liability under the Development Agreement and/or any of the Franchise Agreements, all without releasing or limiting the liability of any other guarantor, and acknowledge that the obligations hereunder are joint and several.

The Guarantors shall be responsible for and shall reimburse you for all costs and expenses (including attorneys' fees) incurred by you in connection with the enforcement of this Guaranty or the protection or preservation of any right or claim you may have in connection herewith or under the Development Agreement or the Franchise Agreements.

The Guarantors specifically agree that they shall comply or shall cause the Franchisee to comply with each and every obligation of Franchisee under the Development Agreement and the Franchise Agreements, and further that each is individually bound by and subject to the covenants set forth in Article 8 of the Development Agreement and in Article 16 of the Franchise Agreements as if each individual Guarantor had personally signed the Development Agreement and the Franchise Agreements as the Franchisee, except and to the extent that any such covenant or obligation on the part of a specific guarantor shall have been waived by the Franchisor in writing.

This obligation shall be construed in accordance with the laws of the state of North Carolina, which laws shall prevail in the event of any conflict of law. The Guarantors further agree that any action brought by Franchisor to enforce the Development Agreement, the Franchise Agreements or this Guaranty shall be brought within the state of North Carolina in the judicial district in which the Franchisor has its principal place of business and do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

Guarantors acknowledge that this guaranty may be executed and delivered by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) and shall be effective as a manually executed original counterpart hereof.

IN WITNESS WHEREOF, each of the above Guarantors has executed this Guaranty and affixed his seal by adopting the word "SEAL" adjacent to his signature, as of the _____ day of _____, 202__.

_____ [SEAL]
_____, jointly and severally

_____ [SEAL]
_____, jointly and severally

EXHIBIT D

FRANCHISE AGREEMENT AND GUARANTY

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.
FRANCHISE AGREEMENT

**GOLDEN CORRAL FRANCHISING SYSTEMS, INC.
FRANCHISE AGREEMENT**

TABLE OF CONTENTS

1.	GRANT	2
1.1	Grant.....	2
1.2	Approved Location	2
1.3	Protected Territory.....	3
2.	TERM AND RENEWAL.....	3
2.1.	Initial Term.....	3
2.2	Renewal Term	4
2.3	Right to Refuse to Renew	5
3.	DUTIES OF FRANCHISOR	5
3.1	Restaurant Plans	5
3.2	Specifications List.....	5
3.3	Training Program For Managers.....	5
3.4	On-Site Opening Management Assistance.....	5
3.5	On-Site Opening Staff Assistance	5
3.6	Ongoing Advisory Assistance	6
3.7	Marketing Assistance	6
3.8	Manual	6
3.9	Accounting Forms.....	6
3.10	Obligations Limited to Franchisee.....	6
3.11	Delegation of Obligations	6
4.	FEES.....	6
4.1	Initial Franchise Fee	6
4.2	Royalty Fee	7
4.3	Marketing Fee.....	7
4.4	Method of Payment of Fees	7
4.5	Late Fees	7
4.6	Use of Funds Due Franchisee to Pay Franchisee Fees	8
4.7	“Gross Sales” Defined	8
5.	FRANCHISEE’S ACQUISITION OF AND CONSTRUCTION AND REIMAGING OF PREMISES.....	8
5.1	Securing the Approved Location	8
5.2	Lease.....	8
5.3	Pre-Conditions to Constructing <u>and Reimaging</u> Restaurant Premises.....	9
5.4	Constructing and Reimaging Restaurant Premises.....	10
5.5	Additional Construction Responsibilities.....	10

6.	OPERATIONAL DUTIES OF FRANCHISEE	11
6.1	Attending Training Programs.....	11
6.2	Additional Franchisee Training.....	12
6.3	Franchisee Responsibility to Pay Training Expenses	12
6.4	Use of Restaurant Premises.....	12
6.5	Franchisee’s Employee Policies.....	12
6.6	Maintenance of Restaurant Premises	13
6.7	Compliance with Health and Safety Laws	13
6.8	System Standards.....	13
6.9	Purchase of Products and Materials	14
6.10	Approved Vendor Program	14
6.11	Supplier Allowances and Claims	15
6.12	Inspections by Franchisor.....	15
6.13	Required Participation in Customer Feedback Programs.....	15
6.14	Required Participation in System Marketing and Monitoring Efforts	15
6.15	Use of Proprietary Marks on Restaurant Items	16
6.16	Acceptance of Non-Cash Customer Payments.....	16
6.17	Designated Franchisee Spokesperson	16
7.	PROPRIETARY MARKS AND COPYRIGHTS.....	16
7.1	Franchisor Representations Concerning Proprietary Marks	16
7.2	Franchisee Use of Proprietary Marks.....	17
7.3	Litigation Involving Proprietary Marks	17
7.4	Franchisee Acknowledgements Concerning Proprietary Marks.....	18
7.5	Substitution of Proprietary Marks.....	19
7.6	Use of Electronic Marks in Electronic Media	19
7.7	Copyrights.....	19
8.	CONFIDENTIAL INFORMATION.....	20
8.1	Confidentiality of Information.....	20
8.2	Breach of Confidentiality Causes Irreparable Injury.....	20
8.3	Individuals’ Confidentiality Covenants	20
9.	CONFIDENTIAL OPERATIONS MANUALS.....	20
9.1	Compliance with Manual	20
9.2	Confidentiality of Manual	20
9.3	Manual is Franchisor’s Property	21
9.4	Revisions to Manual.....	21
9.5	Updating Manual	21
10.	ACCOUNTING AND RECORDS	21
10.1	Maintaining Franchisee Records.....	21
10.2	Submission of Monthly Reports.....	21
10.3	Submission of Annual Financial Reports.....	21
10.4	Submission of Franchisee Tax Filings.....	21
10.5	Submission of Additional Accounting Materials	22

10.6	Authorization for Franchisor to Secure Franchisee Records from Third Parties..	22
10.7	Franchisor Inspection of Franchisee Records	22
10.8	Submission of Records of Local Marketing Expenditures.....	22
10.9	Computer System.....	22
11.	ADVERTISING.....	23
11.1	Marketing Contribution	23
11.2	National Fund	23
11.3	Regional Funds.....	25
11.4	Franchisee’s Grand Opening Marketing Obligation.....	26
11.5	Directory Listings and Promotional Materials.....	26
11.6	Delegation of Franchisor’s Marketing Assistance.....	26
11.7	Approval of Franchisee Marketing Materials	26
11.8	Electronic Marketing and Electronic Communications.....	26
12.	INSURANCE	27
12.1	Franchisee’s Insurance.....	27
12.2	Insurance Covering Construction and Reimaging of Restaurant Premises.....	28
12.3	Additional Required Features of Franchisee Insurance Coverage	28
12.4	Certificates of Insurance	29
12.5	Franchisee’s Additional Insurance Needs	29
12.6	Franchisor’s Right to Secure Insurance on behalf of Franchisee	29
13.	TRANSFER OF INTEREST.....	30
13.1	Transfer by Franchisor.....	30
13.2	Transfer by Franchisee.....	30
13.3	Security Interest in Franchisee’s Business or Assets	32
13.4	Franchisee Acknowledgement of Need for Restrictions on Transfer	32
13.5	Transfer to Franchisee’s Corporation.....	32
13.6	Securities Offerings By Franchisee.....	33
13.7	Right of First Refusal	33
13.8	Transfer Upon Death or Mental Incompetency	34
13.9	Non-Waiver of Claims	34
13.10	Transfer by Bankruptcy – Right of First Refusal	34
14.	DEFAULT AND TERMINATION	35
14.1	Termination Without Notice and Without Opportunity To Cure.....	35
14.2	Termination With Notice But Without Opportunity To Cure	35
14.3	Termination With Notice and Opportunity to Cure.....	36
14.4	Termination of Area Development Agreement Because of Franchise Agreement Default.....	37
15.	OBLIGATIONS UPON TERMINATION.....	37
15.1	Cessation of Restaurant Operations	37
15.2	Cessation of Use of Confidential Information and Proprietary Marks.....	37
15.3	Cancellation of Assumed Name Registration.....	38

15.4	Assignment of Lease/Modification of Premises	38
15.5	Franchisor’s Right of First Refusal for Franchisee Sale.....	38
15.6	Payment of Monies Due.....	39
15.7	Franchisee Payment of Franchisor’s Cost to Secure Compliance with Franchisee’s Post-Termination Obligations	39
15.8	Franchisor’s Right to Purchase Franchisee’s Assets.....	39
15.9	Compliance with Non-Competition Covenants.....	40
16.	COVENANTS.....	40
16.1	Employment Responsibilities of Key Management Personnel	40
16.2	Non-Competition During Term of Agreement.....	41
16.3	Non-Competition After Expiration or Termination of Agreement.....	41
16.4	Exceptions to Non-Compete Covenants	41
16.5	Independent Enforceability of Covenants.....	41
16.6	Reducing Scope of Covenants.....	42
16.7	Enforceability of Covenants Not Affected by Franchisee Claims	42
16.8	Breach of Covenants Causes Irreparable Injury	42
16.9	Covenants From Individuals	42
17.	CORPORATE, PARTNERSHIP OR LIMITED LIABILITY COMPANY FRANCHISEE.....	43
17.1	Corporate Franchisee.....	43
17.2	Partnership Franchisee	43
17.3	Limited Liability Company Franchisee.....	44
18.	TAXES, PERMITS, AND INDEBTEDNESS.....	44
18.1	Payment of Taxes to Franchisor	44
18.2	Payment of Franchisee Taxes	44
18.3	Challenging Tax Assessment.....	44
19.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION	44
19.1	No Fiduciary Responsibility	44
19.2	Public Notice of Independent Status	44
19.3	Independent Contractor	45
19.4	Indemnification.....	45
20.	APPROVALS AND WAIVERS.....	45
20.1	Obtaining Approvals.....	45
20.2	No Waiver.....	46
21.	NOTICES.....	46
22.	ENTIRE AGREEMENT	47
23.	APPLICABLE LAW	47
23.1	Choice of Law.....	47
23.2	Choice of Venue	47

23.3	Nonexclusivity of Remedy.....	47
23.4	Right to Injunctive Relief	47
23.5	Limitations of Adjudicative Proceedings.....	48
23.6	Benefits of Uniform Law and Venue	48
24.	ADDITIONAL PROVISIONS	48
24.1	Severability of Provisions.....	48
24.2	No Third Party Beneficiary Rights.....	48
24.3	Enforceability of Modified Provisions	48
24.4	Captions	49
24.5	Use of Gender.....	49
24.6	Duplicate Originals.....	49
24.7	Survival of Obligations After Expiration or Termination of Agreement.....	49
24.8	Atypical Arrangements.....	49
24.9	Interpretation of Agreement.....	49
24.10	Franchisor’s Business Judgment	49
25.	ACKNOWLEDGMENTS.....	50
25.1	Receipt of Franchise Disclosure Document.....	50
25.2	Recognition of Business Risks.....	50
25.3	Sufficient Time to Understand and Evaluate Franchise Offering.....	50
25.4	Electronic Signature and Delivery.....	50

GOLDEN CORRAL FRANCHISE AGREEMENT

THIS AGREEMENT, is made and entered into as of _____, between Golden Corral Franchising Systems, Inc., a Delaware corporation, with its principal offices located in Raleigh, North Carolina (hereinafter “**Franchisor**”), and _____ (hereinafter “**Franchisee**”).

WITNESSETH:

WHEREAS, Golden Corral Corporation, a North Carolina corporation, as the result of the expenditure of time, skill, effort, and money, has developed and owns a unique system (hereinafter “**System**”) for opening and operating family-oriented buffet style restaurants;

WHEREAS, the distinguishing characteristics of the System include, without limitation, the establishment, development, and operation of a family restaurant which features a wide variety of beef, seafood, chicken, cold salads, vegetables, desserts, in-store display bakery, and other food and beverage items for lunch, dinner, weekend breakfast and snacks; emphasis on prompt, courteous service in a clean, wholesome, family-oriented atmosphere; distinctive exterior and interior design and trade dress; standards and specifications for materials, equipment, furnishings, fixtures, supplies, signage and food and beverage items (including special quality and quantity standards); operating procedures for sanitation and maintenance; special procedures for food and beverage preparation and service; training and assistance; and methods and techniques for inventory and cost controls, record keeping and reporting, purchasing, customer service, sales promotion, and advertising; all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the mark “GOLDEN CORRAL” and such other trade names, service marks, and trademarks as are now or hereafter designated by Franchisor (in the Confidential Operations Manuals or otherwise in writing) for use in connection with the System (hereinafter referred to as “**Proprietary Marks**”);

WHEREAS, Franchisor continues to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of products and services marketed thereunder and under the System, and to represent the System’s high standards of quality, appearance, and service;

WHEREAS, Golden Corral Corporation has granted Franchisor the non-exclusive right to franchise others to operate restaurants using the System, including the Proprietary Marks;

WHEREAS, Franchisee desires to enter into the business of operating a GC-_____ “Golden Corral” restaurant under the Proprietary Marks and the System (hereinafter referred to as the “**Restaurant**” or the “**franchised business**”) and wishes to obtain a franchise from Franchisor for that purpose, as well as to receive the training and other assistance provided by Franchisor in connection therewith; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance, and service, and the necessity of opening and operating the business franchised hereunder in conformity with Franchisor's standards and specifications;

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. GRANT

1.1 Grant: Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, the right and franchise, and Franchisee undertakes the obligation, to operate the Restaurant and to use solely in connection therewith the Proprietary Marks and System, as they may be changed, improved, and further developed from time to time, only at the Approved Location (hereinafter the "**Approved Location**") described in Section 1.2 hereof.

1.2 Approved Location: The Approved Location under this Agreement is:

_____.

1.2.1 If, at the time of execution of this Agreement, a location for the franchised business has not been obtained by Franchisee and approved by Franchisor, Franchisee shall execute a Site Selection Addendum (the "**Site Selection Addendum**") that will constitute an integral part of this Agreement and Franchisee shall thereafter obtain a location, subject to Franchisor's approval as provided in the Site Selection Addendum, which location shall constitute the Approved Location.

1.2.2 Franchisee shall not relocate the franchised business without the prior written approval of Franchisor. Franchisor will not consider for relocation any site which is not in the same market area as the original Restaurant's Approved Location. In the event that Franchisor in its sole discretion approves any such relocation, Franchisee shall execute (and/or upon Franchisor's request, shall cause all interested parties to execute), the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as Franchisor may require for the relocated franchised business and pay the then current initial franchise fee for such relocated restaurant, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate and advertising contribution. Franchisee shall receive a pro rata credit for the unamortized amount of the initial franchise fee paid pursuant to this Agreement which will be credited toward the initial franchise fee payable under any such relocated restaurant's franchise agreement. For example, if the term of this Agreement is fifteen (15) years, the original initial franchise fee was \$50,000 and the relocated restaurant opens ten (10) years after the commencement of the term of this Agreement, then Franchisee will receive a pro rata credit of \$16,667 toward the relocated restaurant's initial franchise fee.

1.2.3 Any approvals furnished by Franchisor pursuant to this Section 1.2 shall be at its sole discretion, and shall not be deemed to be a guarantee or assurance by Franchisor that the Restaurant will be profitable or successful.

1.3 Protected Territory: During the term of this Agreement, Franchisor shall not establish and operate, nor license another to establish and operate, a restaurant under the Proprietary Marks and the System within a radius of three (3) miles from the front door of the Approved Location (hereinafter the “**Protected Territory**”); provided, however, that Franchisor retains the right, among other rights, both within and outside of the Protected Territory, and regardless of the proximity to the Approved Location or the financial impact to the Restaurant established pursuant to this Agreement, and without offering Franchisee any rights therein, (i) to own, acquire, establish and operate, and to license others to establish and operate, restaurant businesses utilizing the Proprietary Marks and/or the System at or from educational institutions (including, without limitation, colleges and universities); hospitals; airports; food courts; manufacturing, industrial or research facilities; office buildings; convention centers; supermarkets; gasoline stations; department stores; contract food services; theaters; convenience stores; vending machines; fixed/mobile modular units; any casino or other gambling facility; hotels; kiosks; any sports facility, public transportation facility, or public entertainment facility; or any facility which is owned by, or operated by or under contract with, any military or other government entity; (ii) to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products under any proprietary marks, including the Proprietary Marks; and, (iii) to own, acquire, establish and/or operate, and franchise others to establish and operate, other restaurant concepts now or hereinafter offered by Franchisor, as well as businesses under proprietary marks other than the Proprietary Marks or other systems, whether such restaurant concepts or businesses are similar to or different from the Restaurant, at any location within or outside the Protected Territory. Except as described in this Section 1.3, Franchisee acknowledges that this franchise is non-exclusive, is granted subject to the terms and conditions of Section 7 hereof, and that Franchisor retains the right outside of the Protected Territory to establish and operate, and to franchise others to establish and operate, restaurant businesses utilizing the Proprietary Marks and/or the System at or from any location, regardless of its proximity to the Approved Location or the financial impact to the Restaurant established pursuant to this Agreement.

2. TERM AND RENEWAL

2.1. Initial Term: Except as otherwise provided in this Agreement, the term of this franchise shall commence on the date of this Agreement and shall continue for fifteen (15) years from the date the Restaurant is first opened for business. In the event the Restaurant is first opened for business on other than the first day of the month, then the end of the term shall be calculated for fifteen (15) years from the first day of the month following the Restaurant’s opening and the expiration date shall be the last day of the 180th month thereafter. Franchisee, upon Franchisor’s request, shall execute an agreement, in a form acceptable to Franchisor, specifying the commencement and expiration dates of this Agreement. Franchisee shall execute such agreement specifying the term and deliver it to Franchisor within fifteen (15) days of its receipt.

2.2 Renewal Term: Franchisee may, at its option, renew this franchise for two (2) additional consecutive terms of five (5) years each, provided that at the end of the applicable term:

2.2.1 Franchisee has given Franchisor written notice of such election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the term;

2.2.2 Franchisee has made, or has provided for, such reimaging, renovation and modernization of the Restaurant premises (hereinafter the “**premises**”) as Franchisor may reasonably require, including, without limitation, maintenance, reimaging, renovation and/or replacement of signs, equipment, furnishings, fixtures, and decor to reflect the then-current standards, image, and competitive conditions of the System;

2.2.3 Franchisee is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor, or its subsidiaries and affiliates, if any, and has substantially complied with all the terms and conditions of such agreements during the terms thereof;

2.2.4 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates, if any, and has timely met these obligations throughout the term of this Agreement;

2.2.5 Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the premises for the renewal term or has obtained Franchisor’s prior written approval for relocation of the Restaurant to a new Approved Location;

2.2.6 Franchisee shall execute Franchisor’s then-current form of renewal Franchise Agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, a five (5) year term, one or no renewal options, a higher percentage royalty fee and advertising contribution; provided, however, that Franchisee shall pay, in lieu of the then-current initial franchise fee, a renewal fee not to exceed in amount the mathematical product of (a) the then-current initial franchise fee being charged by Franchisor for a single franchised business under the System for the Restaurant design franchised hereunder (or, if no such design is then offered, such fee for the restaurant design closest in interior square footage to the Restaurant) divided by the total number of years in the initial term under the then-current Franchise Agreement multiplied by (b) five (5);

2.2.7 Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, agents, and employees; and

2.2.8 Franchisee shall comply with Franchisor’s then-current qualification and training requirements.

2.2.9 Other than the two (2) renewal terms of five (5) years each which are referred to in this Section 2.2 above, there is no promise or representation as to any other rights of renewal of this Agreement or the grant of a new license.

2.3 Right to Refuse to Renew: Franchisor shall not be obligated to renew this Agreement if Franchisor has determined in good faith to cease offering new and renewal franchises within the state within which the Approved Location is located, but only if Franchisor (i) notifies Franchisee within fifteen (15) days after receipt of Franchisee's renewal notice of Franchisor's exercise of its non-renewal right pursuant to this Section 2.3; (ii) does not grant any new or renewal franchises within the state within which the Approved Location is located from the date of notice under subpart (i) above through the expiration date of the initial term of this Agreement; and (iii) waives Franchisee's post-term non-competition covenant as set forth in Section 16.3 of this Agreement.

3. DUTIES OF FRANCHISOR

3.1 Restaurant Plans: Franchisor shall make available, at no charge to Franchisee, generic plans and specifications designed for use in Raleigh, North Carolina, USA for the construction and/or reimaging of the Restaurant, including the Restaurant's exterior and interior design and layout, fixtures, furnishings, and signs. Franchisee shall adapt, at Franchisee's expense, the generic plans and specifications to the Restaurant's location, as provided in Section 5 hereof.

3.2 Specifications List: Franchisor shall provide Franchisee with specifications for equipment, supplies, and inventory necessary to establish and operate the franchised business.

3.3 Training Program For Managers: Franchisor shall provide a managerial training program to Franchisee's Restaurant manager (hereinafter "**general manager**"), to Franchisee's associate manager-kitchen (hereinafter "**associate manager-kitchen**"), and to Franchisee's associate manager-service (hereinafter, "**associate manager-service**") (collectively, "**managers**") and shall make available such other training programs, from time to time, as it deems appropriate. All training provided by Franchisor shall be subject to the terms set forth in Sections 6.1 and 6.2 of this Agreement, and shall be at such times and places as may be designated by Franchisor.

3.4 On-Site Opening Management Assistance: Upon Franchisee's request, and subject (as to timing) to the availability of personnel, Franchisor shall provide Franchisee, at Franchisor's expense, an aggregate of fifteen (15) to forty-five (45) man-days of on-site management assistance in connection with the opening of the Restaurant.

3.5 On-Site Opening Staff Assistance: In addition to the assistance described in Section 3.4 hereof, immediately prior to, upon and after opening of the Restaurant, Franchisor shall provide, at the Restaurant, such of Franchisor's personnel in such numbers and for such length of time as Franchisor, in its sole discretion, deems necessary to train and prepare Franchisee's non-managerial employees for opening and operating the Restaurant. Franchisee acknowledges and agrees that Franchisee shall bear all the costs and expenses of

Franchisor's personnel incurred as a result of providing such training, including, without limitation, such personnel's transportation costs for travel, including air travel, to and from the Restaurant, and food, lodging, and wages for such employees during the period such training assistance is being provided all of which shall be promptly paid by Franchisee when due.

3.6 Ongoing Advisory Assistance: Franchisor shall provide to Franchisee periodic and continuing advisory assistance to Franchisee in the operation and promotion of the franchised business, and advice and written materials concerning new developments in Franchisor's Restaurant equipment, food products, packaging, and preparation.

3.7 Marketing Assistance: Franchisor shall make available, from time to time, at Franchisee's expense, such approved advertising and promotional plans and materials for local advertising and promotion as Franchisor deems advisable.

3.8 Manual: Franchisor shall provide Franchisee, on loan, one (1) set of the Confidential Operations Manuals (hereinafter referred to as "**Manuals**"), as more fully described in, and subject to the terms of, Section 9 hereof.

3.9 Accounting Forms: Franchisor shall provide Franchisee, in the Manuals or otherwise in writing, initial sets of accounting forms for use in the franchised business.

3.10 Obligations Limited to Franchisee: All of the obligations of Franchisor under this Agreement are to Franchisee, and no other party is entitled to rely on, enforce, or obtain relief for breach of such obligation, either directly or by subrogation. Franchisor shall not, by virtue of any approvals, advice, forms or services provided to Franchisee, assume responsibility or liability to Franchisee or any third parties to which Franchisor would not otherwise be subject.

3.11 Delegation of Obligations: Franchisor shall have the right to delegate and re-delegate its responsibilities and duties under this Agreement to any designee(s) of its choosing; provided, however, that the right of final approval of all advertising programs, as set forth in Section 11, shall be retained at all times by Franchisor.

4. FEES

In consideration of the franchise granted herein, Franchisee shall pay to Franchisor all of the fees described below:

4.1 Initial Franchise Fee: Franchisee shall pay an initial franchise fee of Fifty Thousand Dollars (\$50,000) payable as follows:

4.1.1 Twenty Thousand Dollars (\$20,000) which Franchisor acknowledges receipt upon execution of this Agreement;

4.1.2 Fifteen Thousand Dollars (\$15,000) which Franchisee shall pay upon being notified by Franchisor of site approval for the Restaurant, except when this Agreement

is granted pursuant to an Area Development Agreement, Fifteen Thousand Dollars (\$15,000) shall also be paid upon execution of this Agreement; and,

4.1.3 Fifteen Thousand Dollars (\$15,000) which Franchisee shall pay at least fourteen (14) days prior to opening the Restaurant.

The initial franchise fee (and each portion thereof) described in this Section 4.1 shall be deemed fully earned and non-refundable in consideration for, among other things, the administrative and other expenses incurred by Franchisor in furnishing assistance and services to Franchisee and for Franchisor's lost future royalties or deferred opportunity to franchise others; and

4.2 Royalty Fee: Franchisee shall also pay a continuing weekly royalty fee during the term of this Agreement in an amount equal to four percent (4%) of the gross sales of the Restaurant, as defined in Section 4.7 hereof.

4.3 Marketing Fee: Franchisee shall also expend or contribute weekly on advertising, two percent (2%) of its gross sales or such greater amount, up to a maximum of six percent (6%), in the manner to be determined by Franchisor, as described in Section 11 hereof. Franchisee shall make all payments to Franchisor or to a National Fund or Regional Fund (as defined in Section 11. hereof) required by Sections 4.2 and 4.3 hereof on the gross sales during the preceding week.

4.4 Method of Payment of Fees: Franchisor shall have the right to require in the Manuals or otherwise in writing that Franchisee make such payments to Franchisor or to a bank account specified by Franchisor on a weekly basis by electronic fund transfer, pre-authorized auto-draft arrangement, or such other means as Franchisor may specify from time-to-time in writing. Such weekly payments shall be paid by Monday for the week ending on the preceding Wednesday, or as otherwise designated by Franchisor in writing. Franchisee shall report its gross sales for such week to Franchisor by telephone within two (2) days after the end of such week in the form and manner prescribed by Franchisor from time to time in the Manuals or as otherwise prescribed in writing. Franchisee agrees to maintain sufficient funds in its bank account designated for such payments to cover all amounts payable. Franchisee shall furnish Franchisor, Franchisor's bank, and any other recipients of payment with such information and authorizations as may be necessary to permit such persons to make withdrawals by electronic fund transfer or auto-draft arrangement. Franchisee shall bear all expenses, if any, associated with such authorizations and payments.

4.5 Late Fees: All weekly payments made pursuant to this Section 4.5 shall be submitted to Franchisor together with any reports or statements required under Section 10.2 hereof. Any payment or report not actually received by Franchisor or any other recipient on or before the date due shall be overdue. If any payment is overdue, Franchisee shall pay to Franchisor, immediately upon demand, in addition to the overdue amount a late fee of Seventy-Five Dollars (\$75.00) and interest on the overdue amount from the date it was due until payment is received at one and one-half percent (1-1/2%) per month, or the

maximum rate permitted by law, whichever is less. Entitlement to such late fee and interest shall be in addition to any other remedies Franchisor may have.

4.6 **Use of Funds Due Franchisee to Pay Franchisee Fees:** Franchisor shall have the right to retain any and all amounts, including but not limited to vendor, advertising and promotional allowances and quantity discounts, otherwise due or payable by or through Franchisor and/or any affiliate of Franchisor to Franchisee and apply such amounts to any sum due Franchisor or any affiliate of Franchisor under this or any other agreement.

4.7 **“Gross Sales” Defined: Gross sales,** as used in this Agreement, shall include all receipts from the sale of food, beverages, and merchandise or services in or from the franchised business and all other income of every kind and nature related to the franchised business and/or generated or initiated from the Restaurant premises (including off-premises catering, vending machine, electronic or other game machine receipts and employee meals at discounted sales prices) whether for cash or credit, and regardless of collection in the case of credit; provided, however, that “gross sales” shall not include refunds or any sales taxes or other taxes collected by Franchisee for transmittal to the appropriate taxing authority. Franchisee shall report gross sales in the form and manner as set forth in Section 4.4 hereof and/or in the form and manner as otherwise prescribed by Franchisor in the Manuals or in writing.

5. **FRANCHISEE’S ACQUISITION OF AND CONSTRUCTION AND REIMAGING OF PREMISES**

5.1 **Securing the Approved Location:** No later than one hundred eighty (180) days after execution of this Agreement, Franchisee shall obtain a site by lease or purchase for the Restaurant, the terms of which Franchisor reserves the right to approve. Time is of the essence in Franchisee’s obtaining a site for the Restaurant.

5.2 **Lease:** If Franchisee will occupy the premises from which the franchised business is conducted under a lease, Franchisee shall, prior to the execution thereof, submit such lease to Franchisor for its written approval. Franchisor’s approval of a lease (if any) for the site shall be conditioned upon the inclusion in the lease of such provisions as Franchisor may reasonably require, including, without limitation:

5.2.1 A provision which restricts the use of the premises during the term of the Franchise Agreement solely to the operation of the business franchised hereunder;

5.2.2 A provision which prohibits Franchisee from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease, without Franchisor’s prior written consent;

5.2.3 A provision that the landlord consents to Franchisee’s use of such Proprietary Marks and signage as Franchisor may prescribe for the franchised business;

5.2.4 A provision giving Franchisor the right to enter the premises without assuming the lease to make modifications necessary to protect the Proprietary Marks and the System or cure any default under this Agreement;

5.2.5 A provision that the initial term of the lease, or the initial term together with any renewal terms (for which the rent shall be set forth in the lease), shall be for not less than fifteen (15) years;

5.2.6 A provision which requires the landlord concurrently to provide Franchisor with a copy of any written notice of breach or default under the lease sent to Franchisee; and which grants to Franchisor, in its sole discretion, the right (but not the obligation) to cure any breach or default under the lease, should Franchisee fail to do so, within fifteen (15) days after the expiration of the period in which Franchisee may cure the breach or default; and

5.2.7 A provision that provides that upon Franchisee's default under the lease or under the Franchise Agreement, Franchisor shall without the landlord's further consent have a continuing right of entry into the premises, the right to operate a Golden Corral restaurant therein, the right but not the obligation to assume Franchisee's interests under the existing terms, conditions and covenants of the lease, and should Franchisor assume Franchisee's position under the lease, the right to assign the lease or sublet the premises to a third party which will operate on the premises a Golden Corral restaurant.

5.3 Pre-Conditions to Constructing and Reimaging Restaurant Premises: Before commencing any construction, reimaging or renovation of the Restaurant, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements:

5.3.1 Franchisee shall employ a licensed architect to prepare and seal the site-adapted plans and specifications for construction and/or reimaging of the Restaurant, referred to in Section 5.4, and Franchisee shall submit to Franchisor a statement identifying the architect;

5.3.2 Franchisee shall submit to Franchisor, for Franchisor's approval, the site-adapted plans and specifications adapting Franchisor's then-current generic plans and specifications to Franchisee's location and to local, state, and federal laws, regulations, and ordinances. When approved by Franchisor, such site-adapted plans and specifications shall thereafter not be changed or modified without the prior written consent of Franchisor;

5.3.3 Franchisor shall provide Franchisee written notice of approval or disapproval of the site-adapted plans and specifications within sixty (60) days after receipt of such plans and specifications from Franchisee;

5.3.4 Franchisee shall employ a qualified, reputable, properly-licensed general contractor who is not disapproved by Franchisor to supervise construction and/or reimaging of the Restaurant and completion of all improvements, and Franchisee shall submit to Franchisor a statement identifying the general contractor and all subcontractors and consultants providing services in connection with such construction and/or reimaging;

5.3.5 Franchisee shall submit to Franchisor a list identifying the vendor(s) which are to supply furniture, fixtures and equipment to the Restaurant; and

5.3.6 Franchisee shall, using only Franchisee's legal name, use its best efforts to obtain all permits and certifications required for lawful construction, reimagining and operation of the Restaurant, including, without limitation, zoning, access, sign, and fire requirements, and shall certify in writing to Franchisor that all such permits and certifications have been obtained.

5.4 Constructing and Reimagining Restaurant Premises: Franchisee shall commence construction, reimagining or renovation of the Restaurant within thirty (30) days after execution of the approved lease for the premises or purchase of the site for the Restaurant or, if Franchisee's right to occupy the premises begins after the date of execution of the lease, within thirty (30) days after obtaining possession of the premises. Franchisee shall provide written notice to Franchisor of the date construction and/or reimagining of the Restaurant commenced within five (5) days after commencement and shall at that time submit in writing a construction/reimagining schedule and a proposed opening date, which shall be no more than one hundred fifty (150) days from the date of submission of the construction/reimagining schedule. Franchisee shall maintain continuous construction/reimagining of the Restaurant premises and shall complete construction/reimagining, including all exterior and interior carpentry, electrical, painting, and finishing work, and installation of all fixtures, equipment, and signs, in accordance with the approved site-adapted plans and specifications, at Franchisee's expense, within one hundred twenty (120) days after commencement of construction/reimagining (exclusive of time lost by reason of strikes, lockouts, fire, delays caused by local regulatory authorities, and other casualties and acts of God). Franchisee further agrees that Franchisor and its agents shall have the right to inspect the construction/reimagining at all reasonable times. Franchisee shall notify Franchisor in writing of the scheduled opening date of the Restaurant at least thirty (30) days prior to such date. After completion of construction/reimagining, Franchisee shall obtain all permits necessary to commence operation of the Restaurant and, after obtaining Franchisor's approval in writing for opening, shall open the Restaurant within ten (10) days from the date construction is completed. Franchisee cannot open the Restaurant for business until Franchisor's written approval to open has been obtained. If the Franchisor's approval to open is subject to certain changes being made, the failure to timely make such changes shall cause Franchisee to be in default. Franchisee and Franchisor agree that time is of the essence in the construction, reimagining and opening of the Restaurant.

5.5 Additional Construction and Reimagining Responsibilities: Except as otherwise specifically stated in this Agreement as to be performed by Franchisor, it is the Franchisee's responsibility to undertake all actions necessary to acquire and open the Restaurant at Franchisee's sole cost and expense, which responsibility includes but is not limited: (a) to identify any potential site to be developed; (b) to negotiate for the acquisition of such site by lease or purchase; (c) to obtain necessary and appropriate governmental approvals; (d) to select a general contractor and obtain construction and reimagining bids; (e) to adapt the generic building plans and specifications as provided by Franchisor to the Approved

Location and have such plans sealed by Franchisee's architect/engineer; (f) to obtain financing as needed for acquisition, construction and/or reimaging of the building and the purchase of all furniture, fixtures and equipment for the Approved Location; and, (g) to construct and/or reimage the Restaurant upon the Approved Location.

6. OPERATIONAL DUTIES OF FRANCHISEE

6.1 Attending Training Programs: Prior to submitting a site for approval by Franchisor, Franchisee (or, if Franchisee is a legal entity such as a corporation or a limited liability company, the individual approved by Franchisor as the Operations Principal of Franchisee referred to in Section 16.1) shall attend the franchise orientation program established by Franchisor. Thereafter, and prior to the opening of the Restaurant, the managers designated by Franchisee shall attend and complete, to Franchisor's satisfaction, the training program for managers offered by Franchisor. Franchisor shall take into consideration the background and experience of the person attending the training programs and whether such person has previously received training in the Franchisor's System. The training program for managers shall be provided at Franchisor's training center and/or in a company-owned restaurant of Golden Corral Corporation or at such other locations as Franchisor may designate (such as a franchisee-owned restaurant that Franchisor has approved for providing such training programs). Franchisor shall provide training materials for such initial training program for each of Franchisee's initial managers.

6.1.1 Any persons subsequently employed by Franchisee in the position of general manager, associate manager-kitchen, or associate manager-service shall also attend and complete, to Franchisor's satisfaction, Franchisor's training program for managers and Franchisee shall be responsible for a reasonable training fee. No person may at any time during the term of this Agreement serve as general manager, associate manager-kitchen, or associate manager-service of the Restaurant without first having been certified as completing Franchisor's training program for such managers in its entirety to Franchisor's satisfaction.

6.1.2 Prior to the opening of the Restaurant such additional employees of Franchisee in positions identified by Franchisor in the Manuals or otherwise in writing shall attend and complete, to Franchisor's satisfaction, a training program in a company-owned restaurant of Golden Corral Corporation or at such other locations as Franchisor may designate.

6.1.3 After successfully completing the required manager training program and as a condition to certification, within the four (4) month period immediately prior to the opening of the Restaurant, the Franchisee's general manager shall work in or otherwise be actively involved in a manner approved by Franchisor during the grand opening of another Golden Corral® restaurant for a minimum of one full week.

6.1.4 If either (i) Franchisee or the Operations Principal referred to in Section 16.1 is not currently acting as a certified manager in the operation of an existing Golden Corral® restaurant or (ii) Franchisee is not the owner and operator of an existing franchised Golden Corral® restaurant at the time of execution of this Agreement, then, in

either such event, the general manager and the associate manager-kitchen who Franchisee wishes to employ at the initial opening of the Restaurant must, in addition to any other hiring pre-requisites and/or initial training required by Franchisor for restaurant managers, (a) complete additional initial training program(s); (b) satisfy such employment criteria; and (c) be offered not less than the minimum compensation package that, with respect to subparts (a)-(c), Franchisor establishes in the Manuals or otherwise in writing.

6.2 Additional Franchisee Training: The general manager, associate manager-kitchen, and the associate manager-service shall also attend such refresher courses, additional training programs and seminars as Franchisor may designate from time to time. For all such programs and seminars, Franchisor shall provide instructors and training materials; Franchisee and Franchisee's employees shall be responsible for and pay a reasonable training fee and any and all other expenses incurred by them in connection with such programs and seminars, including, without limitation, the costs of transportation, lodging, meals, and any wages.

6.3 Franchisee Responsibility to Pay Training Expenses: Franchisee or its employees shall be responsible for and pay any and all expenses incurred by them in connection with any training programs described in this Section 6, including without limitation, the costs of transportation, lodging, meals, and wages.

6.4 Use of Restaurant Premises: During the term of this Agreement, Franchisee shall continuously and without interruption: (a) use the Restaurant premises solely for the operation of the business franchised hereunder; (b) adopt and implement procedures to protect the safety and security of Franchisee's employees and customers on and about the Restaurant's premises; (c) keep the business open and in normal operation for such minimum hours and days as Franchisor may from time to time specify in the Manuals or otherwise in writing; and (d) refrain from using or permitting the use of the premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor. Franchisee shall not locate or permit to be located on or about the Restaurant premises any signs, telephone booths, automated teller machines or similar type machines, newspaper racks, video games, pinball machines, jukeboxes, cigarette vending machines, or any other types of amusement or vending machines, except as prescribed in the Manuals or otherwise approved by Franchisor in writing.

6.5 Franchisee's Employee Policies: Franchisee agrees to maintain a competent, conscientious, trained staff, including such minimum number of employees as may be prescribed by Franchisor and, except as prescribed in the Manuals or otherwise approved by Franchisor in writing, at least one full-time general manager, one full-time associate manager-kitchen, and one full-time associate manager-service (one manager who must be certified shall be present in the Restaurant at all times during the Restaurant's operation); to take such steps as are necessary to ensure that all employees of the Restaurant keep a neat and clean personal appearance; to preserve good customer relations; to comply with such requirements relating to dress codes and uniforms as Franchisor may prescribe; and to comply with all applicable federal, state, and local laws, rules, and regulations with respect to such employees. Franchisee shall be solely responsible for all employment decisions and functions, including, without limitation, those related to hiring, firing, establishing

remuneration, personnel policies, benefits, disciplining, supervising and recordkeeping, regardless of whether Franchisee received advice from Franchisor on these subjects. Full-time management shall be deemed to require that each manager be scheduled and present in the Restaurant actively supervising operations for a minimum of forty (40) hours per week.

6.6 Maintenance of Restaurant Premises: Franchisee shall maintain the Restaurant in the highest degree of sanitation, repair, and condition as Franchisor may reasonably require in the Manuals or in writing from time to time, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or repairs and replacement of impaired equipment, furniture, fixtures, decor, and obsolete signs. At Franchisor's request (but not more often than once every five (5) years), and within a reasonable time after such request, Franchisee shall reimage the Restaurant premises at Franchisee's expense, to conform to the decor, building design, trade dress, and presentation of the Proprietary Marks consistent with Franchisor's then-current image, including, without limitation, such structural changes, reimagining, redecoration, and modifications to existing improvements as may be necessary.

6.7 Compliance with Health and Safety Laws: Franchisee shall meet and maintain the highest health and safety standards and ratings applicable to the operation of the Restaurant. Franchisee shall furnish to Franchisor, within five (5) days after receipt thereof, a copy of each and every health department, or similar agency, health inspection reports including a copy of any violation or citation which indicates Franchisee's failure to maintain local health or safety standards in the operation of the Restaurant. Prior to serving any alcoholic beverage at the Premises, Franchisee shall obtain a liquor license and any other comparable permits, licenses and authorizations, and all other approvals from the government bodies having jurisdiction (federal, state and local) or otherwise necessary for such use (the "Liquor License"), and Franchisee must maintain such Liquor License in full force and effect at all times that Franchisee serves alcoholic beverages on the Premises.

6.8 System Standards: Franchisee shall operate the Restaurant in strict conformity with such methods, standards, specifications, systems and procedures as Franchisor may from time to time prescribe in the Manuals or otherwise in writing to insure that the highest degree of quality and service is maintained. Franchisee agrees:

6.8.1 To maintain in sufficient supply, and use at all times, only such products, materials, ingredients, supplies, and paper goods as conform to Franchisor's standards and specifications; and to refrain from deviating therefrom by using non-conforming items without Franchisor's prior written consent;

6.8.2 To sell or offer for sale only such products, food, beverages, and other menu items as meet Franchisor's standards of quality and quantity, as have been expressly approved for sale in writing by Franchisor, and as have been prepared in accordance with Franchisor's recipes, methods, techniques and specifications; to sell or offer for sale all approved items; to refrain from any deviation from Franchisor's standards and

specifications for serving or selling the same without Franchisor's prior written consent; and to discontinue selling and offering for sale any such items as Franchisor may, in its discretion, disapprove in writing at any time. Franchisor reserves the right to vary menu items among franchisees from time to time to conform to regional variations in cooking and taste. With respect to the offer and sale of all menu items, products and services, Franchisee is free to set prices; PROVIDED that the Franchisor may, where allowed by applicable law, establish maximum prices which may be charged based on an analysis of the market and to facilitate advertising and competitive strategies.

6.8.3 To purchase and install, at Franchisee's expense, all fixtures, furnishings, signs, and equipment as Franchisor may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Restaurant premises, without Franchisor's prior written consent, any fixtures, furnishings, signs, equipment, or other improvements not previously approved as meeting Franchisor's standards and specifications.

6.9 Purchase of Products and Materials: Franchisee shall purchase all fixtures, furnishings, equipment, signs, supplies, food and beverage items and other products and materials required for the operation of the Restaurant, solely from sources who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor and not thereafter disapproved. Sources requiring Franchisor's approval include each and every supplier, distributor, manufacturer, wholesaler and broker of such products and materials described in this Section 6. If Franchisee desires to purchase any items from an unapproved source, Franchisee shall submit to Franchisor a written request for such approval, or shall request the source itself to do so. Franchisor shall have the right to require that its representatives be permitted to inspect the source's facilities, and that samples from the source be delivered, at Franchisor's option, either to Franchisor or to an independent, certified laboratory designated by Franchisor for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee or the source. If Franchisee's request involves a new menu offering then, in addition to the above-described approval procedures, Franchisee also must reimburse Franchisor for its costs in obtaining detailed nutritional information about the menu offering. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved source, and to revoke its approval upon the source's failure to continue to meet any of Franchisor's criteria, and/or to revoke any previously approved menu offering.

6.10 Approved Vendor Program: Franchisor may, in its sole discretion, establish one or more strategic alliances or preferred vendor programs with one or more suppliers who are willing to supply all or some Golden Corral® restaurants with some or all of the products and/or services that Golden Corral® restaurants are authorized to offer to customers. Franchisee recognizes that any such programs(s) may limit and/or require Franchisee to use suppliers other than those that Franchisee would otherwise use, and/or limit the number of approved suppliers with whom Franchisee may do business.

6.11 Supplier Allowances and Claims: Franchisee acknowledges and agrees that Franchisor and its affiliates shall have the right to collect and retain any and all allowances, rebates, credits, or benefits (collectively, “**Allowances**”) offered by manufacturers, suppliers, and distributors to Franchisee or to Franchisor or its affiliates based upon Franchisee’s purchase of products and services from manufacturers, suppliers, and distributors. Franchisee assigns to Franchisor or its affiliates all of Franchisee’s right, title, and interest in and to any and all such Allowances and authorizes Franchisor or its affiliates to collect and retain any or all such Allowances without restriction unless otherwise instructed by the manufacturer, supplier, or distributor. Franchisee also acknowledges and agrees that Franchisor (or if Franchisor so elects, Franchisor’s parent company, Golden Corral Corporation) shall have the right, but not the obligation, to collect and retain all right, benefit, title and interest, if any, in and to all claims and/or causes of action that Franchisee may have now and at any time in the future relating to Franchisee’s purchases from any and all distributors, manufacturers, suppliers, wholesalers and vendors supplying foods, beverages and any related food-related and/or beverage-related supplies, materials or services (collectively, “**Claims**”) which, in Franchisor’s sole discretion, are or would be more beneficial for Franchisor (or if Franchisor so elects, Franchisor’s parent company, Golden Corral Corporation) to prosecute (if at all) for the benefit of the System, however, the foregoing assignment of Claims shall not apply to Franchisee’s state law product liability claims or any claims that Franchisee may have arising under original equipment manufacturer (OEM) product warranties or Restaurant-related construction or janitorial/maintenance services.

6.12 Inspections by Franchisor: Franchisee shall grant Franchisor, its agents and its representatives, the right to enter upon the Restaurant premises at any reasonable time for the purpose of conducting inspections; cooperate with Franchisor’s representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents or representatives, and without limiting Franchisor’s other rights under this Agreement, require such steps to be taken as may be necessary to correct immediately the deficiencies detected during any such inspection, including, without limitation, immediately desisting from the further use of any equipment, advertising materials, products, ingredients, supplies, or other items that do not conform to Franchisor’s then-current specifications, standards, or requirements.

6.13 Required Participation in Customer Feedback Programs: Franchisee shall implement Franchisor’s approved customer feedback program as such program may exist from time to time, and obtain at Franchisee’s expense, from a vendor approved by Franchisor, periodic “customer feedback” reports and supply Franchisor, at Franchisee’s expense, with copies of such completed customer feedback reports, at the times, and in the form and manner as shall be prescribed by Franchisor in the Manuals or otherwise in writing. Franchisee shall respond to customer complaints in a prompt and reasonable manner designed to protect the goodwill of the System regardless of whether the complaint was received through the customer feedback program or otherwise.

6.14 Required Participation in System Marketing and Monitoring Efforts: At Franchisor’s request and at Franchisee’s expense, Franchisee shall participate in all System marketing and restaurant monitoring programs including, but not limited to, various e-mail

programs (such as e-mail list building), messaging, newsletters, customer retention and acquisition programs, surveys, campaign tracking, and mystery shopper programs. Franchisor reserves the right from time to time and at any time to add, delete, or modify System marketing and restaurant monitoring programs.

6.15 Use of Proprietary Marks on Restaurant Items: Franchisee shall require all advertising and promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, and all forms used in the franchised business), and other items which may be designated by Franchisor to bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.

6.16 Acceptance of Non-Cash Customer Payments: Franchisee shall, at Franchisor's request, accept debit cards, credit cards, stored value gift cards, or other non-cash systems specified by Franchisor to enable customers to purchase the products and/or services offered by the Restaurant. In addition, Franchisee shall be required to participate in all programs Franchisor requires for the sale of all gift cards or bonus cards sold for use at Golden Corral restaurants. Franchisee shall, at its expense, acquire, operate and maintain all necessary hardware and/or software used in connection with these non-cash systems as well as pay any charges imposed by entities for acquiring and/or using the cards and systems. Franchisee must comply with the Payment Card Industry Data Security Standards (PCI/DSS), as updated and revised by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), and/or such other security practices as may become industry standard for credit and/or debit card payments.

6.17 Designated Franchisee Spokesperson: Franchisee and Franchisor recognize that more than one individual may have a legal or equitable ownership interest in Franchisee ("**Owners**"). For this reason, and in order to (i) streamline communications between Franchisor and Franchisee; and (ii) protect and insulate Franchisor from potential claims from or liability to any Owner that may arise as a result of actions or inactions taken by Franchisor after having received conflicting advice and/or instructions from Owners, _____ is hereby designated as Franchisee's spokesperson. The spokesperson shall have full authority to speak on behalf of, as well as bind and commit, Franchisee with respect to all rights, obligations and performance pursuant to this Agreement. The spokesperson shall not be changed without the prior written consent of both Franchisor and Franchisee.

7. PROPRIETARY MARKS AND COPYRIGHTS

7.1 Franchisor Representations Concerning Proprietary Marks: Franchisor represents with respect to the Proprietary Marks that:

7.1.1 Franchisor has the right to use, and license others to use the Proprietary Marks.

7.1.2 Franchisor has taken and will take all steps reasonably necessary to preserve and protect its right and interest in the ownership and validity in, and of, and to the Proprietary Marks; and

7.1.3 Franchisor will use and permit Franchisee and other franchisees to use the Proprietary Marks only in accordance with the System and the standards and specifications attendant thereto which underlie the goodwill associated with and symbolized by the Proprietary Marks.

7.2 Franchisee Use of Proprietary Marks: With respect to Franchisee's licensed use of the Proprietary Marks pursuant to this Agreement, Franchisee agrees that:

7.2.1 Franchisee shall use only the Proprietary Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor;

7.2.2 Franchisee shall use the Proprietary Marks only for the operation of the business franchised hereunder and only at the location authorized hereunder, or in advertising for the business conducted at or from that location;

7.2.3 During the term of this Agreement and any renewal hereof, Franchisee shall identify itself as the owner of the franchised business in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, and contracts, as well as at such conspicuous locations on the premises of the franchised business as Franchisor shall designate in writing and in a form approved by Franchisor;

7.2.4 Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights;

7.2.5 Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the franchised business only under such Proprietary Marks as may be authorized by Franchisor, without prefix or suffix, and only in the manner prescribed by Franchisor;

7.2.6 Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;

7.2.7 Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name; and

7.2.8 Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

7.3 Litigation Involving Proprietary Marks: With respect to actual or potential litigation concerning the Proprietary Marks:

7.3.1 Franchisee shall promptly notify Franchisor of any unauthorized use of the Proprietary Marks or marks confusingly similar thereto as well as any challenge to the

Proprietary Marks. Franchisee acknowledges that Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the ownership or validity of the Proprietary Marks, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

7.3.2 Provided Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor will defend Franchisee at Franchisor's expense against any third party claim, suit, or demand involving the ownership or validity of the Proprietary Marks arising out of Franchisee's use thereof. In the event that Franchisee has not used the Proprietary Marks in accordance with this Agreement, Franchisor shall defend Franchisee, at Franchisee's expense, against such third party claims, suits, or demands.

7.3.3 In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including but not limited to becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out of pocket costs in doing such acts and things, except that Franchisee shall bear the salary costs of its employees, and Franchisor shall bear the costs of any judgment or settlement.

7.4 Franchisee Acknowledgements Concerning Proprietary Marks: Franchisee expressly understands and acknowledges that:

7.4.1 As between the parties hereto, Franchisor is the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them;

7.4.2 The Proprietary Marks are valid and serve to identify the System and those who are franchised under the System;

7.4.3 Franchisee shall not directly or indirectly contest the validity or the ownership of the Proprietary Marks;

7.4.4 Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, except the non-exclusive license granted herein;

7.4.5 Any and all goodwill arising from Franchisee's use of the Proprietary Marks in its franchised operation under the System shall inure solely and exclusively to Franchisor's benefit; and, upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;

7.4.6 The right and license of the Proprietary Marks granted hereunder to

Franchisee is non-exclusive except as provided in Section 1.3 of this Agreement, and Franchisor thus has and retains the right, among others:

7.4.6.1 To grant other licenses for the Proprietary Marks;

7.4.6.2 To use the Proprietary Marks itself in connection with selling products and services; and

7.4.6.3 To develop, establish and franchise other systems or other products for the same or similar Proprietary Marks, or any other Proprietary Marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee; and

7.5 Substitution of Proprietary Marks: Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating thereunder if Franchisor's currently owned Proprietary Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the System.

7.6 Use of Electronic Marks in Electronic Media: Unless approved by Franchisor, Franchisee may not register, maintain or sponsor any website, URL, social network page or account, blog, feed, email account, user name, text address, messaging address, mobile application, or other electronic, mobile or online medium that uses or displays any of the Proprietary Marks (or any derivative thereof) or otherwise promotes or identifies the Restaurant. If Franchisor approves the use of an electronic medium, the approval will be conditioned on Franchisee's compliance with any standards and procedures that Franchisor issues with respect to that type of electronic medium, including the use of any format, disclaimers, warnings, and other statements that Franchisor may prescribe. Franchisor shall have the right, but not the obligation, to require Franchisee to establish its website as part of any System website that Franchisor may choose to establish. All telephone answering messages, email auto-signatures, and other identifiers of the Restaurant must be in the form that Franchisor prescribes. Upon termination or expiration of this Agreement, Franchisee shall immediately surrender and transfer to Franchisor all domain names, websites, email accounts, and other identifiers of the Restaurant in any electronic medium, whether or not the use of the electronic medium was approved by Franchisor.

7.7 Copyrights: The Manual, all advertising materials, and any other written, photographic, audio or other materials of whatever form created by or at the direction of Franchisor or its affiliates, including materials made available through any website owned, controlled by or developed at the direction of Franchisor or its affiliates, are protected by copyright and trademark laws of the United States and foreign jurisdictions. Franchisor hereby grants Franchisee a nonexclusive, limited and nontransferable right to use the materials produced by Franchisor or its affiliates only in the manner described herein or in the Manual or otherwise in writing, and only during the term of this Franchise Agreement. Ownership of such copyright or trademark rights shall remain at all times with Franchisor or the stated copyright or trademark owners.

8. CONFIDENTIAL INFORMATION

8.1 Confidentiality of Information: Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the business franchised hereunder which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's operation under the terms of this Agreement. Franchisee shall divulge such confidential information only to such of its employees as must have access to it in order to operate the franchised business. Any and all information, knowledge, know-how, and techniques including without limitation, drawings, materials, equipment, recipes, prepared mixtures or blends of spices or other food products, specifications, techniques, and other data which Franchisor designates as confidential and any information, knowledge, or know-how which may be derived by analysis thereof, shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Franchisee, had become or becomes a part of the public domain, through publication or communication by others.

8.2 Breach of Confidentiality Causes Irreparable Injury: Franchisee acknowledges that any failure to comply with the requirements of Section 8.1 will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of Section 8.

8.3 Individuals' Confidentiality Covenants: Franchisee shall require Franchisee's board of directors, officers, members, general partners, and Restaurant management employees, at the time of their employment, to execute confidentiality agreements, in a form approved by Franchisor, requiring that all information deemed confidential hereunder that may be acquired by, or imparted to, such persons in connection with their employment be held in strict confidence and used solely in their employment for the benefit of Franchisee and Franchisor at all times during their employment, and thereafter. Such covenants shall include specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

9. CONFIDENTIAL OPERATIONS MANUALS

9.1 Compliance with Manual: In order to protect the reputation and goodwill of Franchisor and to maintain uniform standards of operation under the Proprietary Marks, Franchisee shall conduct its business in accordance with the Manuals, which Manuals may be provided electronically by Franchisor. With respect to the electronic copy of the Manuals that may be provided, Franchisee may print one copy of such Manuals. Any reproduction of the Manuals remains the sole property of Franchisor. Franchisor retains the right to provide paper copies of the Manuals to the Franchisee.

9.2 Confidentiality of Manual: Franchisee shall at all times treat the Manuals, any other manuals created for, or approved for use in, the operation of the franchised business

and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

9.3 Manual is Franchisor's Property: The Manuals shall at all times remain the sole property of Franchisor and shall at all times be kept in a secure place on the Restaurant premises.

9.4 Revisions to Manual: Franchisor may from time to time revise the contents of the Manuals, and Franchisee expressly agrees to comply with each new or changed standard or procedure.

9.5 Updating Manual: Franchisee shall at all times insure that its copy of the Manuals is kept current and up-to-date, and in the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor at Franchisor's home office shall be controlling.

10. ACCOUNTING AND RECORDS

10.1 Maintaining Franchisee Records: During the term of this Agreement, Franchisee shall maintain and preserve, for at least seven (7) years from the date of their preparation, full, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time-to-time in the Manuals or otherwise in writing. Franchisee shall record all sales at or from the Restaurant using cash registers or other point-of-sale equipment and computer software meeting Franchisor's standards and specifications and approved by Franchisor. Franchisee shall maintain and preserve all cash register tapes and/or computer records for at least two (2) years.

10.2 Submission of Monthly Reports: Franchisee shall submit to Franchisor, no later than the tenth (10th) of each month during the term of this Agreement, after the opening of the Restaurant, an unaudited profit and loss statement, in the form prescribed by Franchisor, accurately reflecting all gross sales during the preceding month and such other data or information as Franchisor may require. Each profit and loss statement shall be signed by Franchisee attesting that it is true and correct to the best of Franchisee's knowledge.

10.3 Submission of Annual Financial Reports: Franchisee shall, at Franchisee's expense, submit to Franchisor an audited profit and loss statement and audited balance sheet prepared in accordance with generally accepted accounting principles, within one hundred twenty (120) days after the end of each fiscal year during the term hereof, showing the results of operations of the franchised business during said fiscal year.

10.4 Submission of Franchisee Tax Filings: Franchisee shall submit to Franchisor, within thirty (30) days of the filing of Franchisee's annual federal income tax return, a copy of Franchisee's federal income tax return and copies of monthly sales tax returns pertaining to the franchised business for the preceding fiscal year.

10.5 Submission of Additional Accounting Materials: Franchisee shall submit to Franchisor, for review or auditing, such other forms, reports, books, tax returns, records, bank statements, federal and state unemployment compensation reports and workers' compensation reports, withholding tax reports, purchasing records, cash register tapes, computer records, and such other information and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in the Manuals or otherwise in writing.

10.6 Authorization for Franchisor to Secure Franchisee Records from Third Parties: Franchisee shall, and does hereby, consent to the release of records, accounts, and such other information held by banks, credit reporting agencies, and suppliers of Franchisee as may be reasonably requested by Franchisor. Franchisee shall execute such documents as Franchisor deems necessary to obtain such information.

10.7 Franchisor Inspection of Franchisee Records: Franchisor or its designated agents shall have the right at all reasonable times to examine, at its expense, the books, records, and tax returns of Franchisee. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If an inspection should reveal that such payments have been understated in any report to Franchisor, then Franchisee shall pay Franchisor, immediately upon demand and in addition to the amount understated, a late fee of Seventy Five Dollars (\$75.00) and interest on the understated amount, from the date the understated amount was due until paid, at one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any report of three percent (3%) or more of the amount due to Franchisor, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging, wage expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

10.8 Submission of Records of Local Marketing Expenditures: Franchisee shall, at its expense, submit to Franchisor, in conjunction with, and as a part of, the financial statements required under Section 10.3 hereof, a complete and accurate accounting and a detailed description of all expenditures by Franchisee for local advertising during the preceding fiscal year.

10.9 Computer System: At Franchisor's request, Franchisee, at its expense, shall purchase or lease, and thereafter maintain, such computer hardware and software, required dedicated telephone and power lines, modem(s), printer(s), and other computer-related accessories or peripheral equipment as Franchisor specifies, for the purpose of, among other functions, recording sales and other record keeping and central functions. Franchisee shall provide such assistance as may be required to connect its computer system with Franchisor's computer system. Franchisor shall thereafter have the right from time to time and at any time to retrieve and use for any purpose whatsoever such data and information from Franchisee's computer system as Franchisor, in its sole and exclusive discretion, deems necessary or desirable, with such cost of electronic retrieval to be borne by Franchisee. In view of the contemplated interconnection of computer systems and the necessity that such

systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Franchisor's standards and specifications for all item(s) associated with Franchisee's computer system. In addition, in order to ensure full operational efficiency and optimum communication capability between and among computer systems installed by Franchisee, Franchisor, and other franchisees, Franchisee agrees, at its expense, to keep its computer system in good maintenance and repair, and, at its expense, to promptly install such additions, changes, modifications, substitutions and/or replacements to Franchisee's computer hardware, software, telephone and power lines, and other computer-related facilities as Franchisor directs.

11. ADVERTISING

Recognizing the value of advertising and the importance of consistency of advertising and promotion to the furtherance of the goodwill and public image of the System, the parties agree that Franchisor shall conduct, determine, maintain, and administer all national and/or regional advertising funds ("**Funds**") which may hereafter be established pursuant to Sections 11.2 and 11.3 hereof, and shall have sole discretion over the concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout, and content of all national, regional, and local advertising, and accordingly agree as follows:

11.1 Marketing Contribution: Franchisee shall expend or contribute weekly, on advertising, as required in Section 4.3 hereof, not less than two percent (2%) of its gross sales or more than six percent (6%) of its gross sales, which percentage Franchisor may in its sole discretion set from time to time in the Manuals or otherwise in writing. Franchisor may pursuant to the terms and conditions of Sections 11.2 and 11.3 hereof, establish national and/or regional advertising funds for advertising for the System. Franchisee shall allocate such weekly expenditures and contributions among local advertising and a national and/or regional advertising fund in such a manner as Franchisor shall, in its sole discretion, direct from time-to-time in the Manuals or otherwise in writing. Advertising expenditures as defined herein applies to electronic and print media advertising to include but not limited to television, radio, cable, billboards, - digital media, social media, mobile media, newspapers and magazines as well as in-Restaurant point of sale materials but excluding costs of discounted or free promotional meals. Franchisee shall be free to conduct additional advertising at Franchisee's separate expense, in accordance with Section 11.7 hereof.

11.2 National Fund: Franchisee acknowledges that Franchisor has established Funds for the System. Franchisee further agrees to make contributions to the Funds as required under Section 4.3. The Funds shall be maintained and administered by Franchisor or its designee, as follows:

11.2.1 Franchisee agrees and acknowledges that the national advertising fund ("**National Fund**") is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of all restaurants within the System, and that Franchisor and its designees are not obligated in administering the National Fund to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution or to ensure that any particular Franchisee benefits directly or pro rata from the placement of advertising.

11.2.2 The National Fund and all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, researching, directing, creating, and preparing advertising and/or promotional activities and all other activities which Franchisor believes will increase System revenues and/or enhance the image of the System and/or Proprietary Marks, including, without limitation, the costs of preparing, creating and conducting promotional programs involving use of stored value gift cards and other forms of non-cash payment systems, customer loyalty programs and similar types of programs; advertising campaigns in various media and the internet; direct mail and outdoor billboard advertising; marketing surveys and other public relations activities, customer feedback and similar activities; employing advertising and/or public relations agencies to assist therein; product development; and providing promotional, point of purchase/in-Restaurant materials and other marketing materials for franchisees and company-owned restaurants in the System.

11.2.3 Franchisor shall, for each of its company-owned facilities (if any), make contributions to the National Fund on the same basis as assessments required of comparable franchisees within the System.

11.2.4 Franchisee shall contribute to the National Fund weekly as described in Section 4.3 hereof. All sums paid by Franchisee to the National Fund shall be maintained in an account or accounts separate from the other monies of Franchisor. Such sums shall not be used to defray any of Franchisor's expenses, except for such reasonable administrative costs and overhead, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the National Fund or advertising programs for franchisees and the System, including the costs of enforcing contributions to the Fund required under this Agreement, and the costs of preparing the statement of operations, as required under Section 11.2.6 hereof, and the cost of personnel for creating and implementing all such activities. The National Fund and its earnings shall not otherwise inure to the benefit of Franchisor. Franchisor shall maintain separate bookkeeping accounts for the Fund. Neither the National Fund nor any Regional Fund described in Sections 11.2 and 11.3 hereof is a trust fund and Franchisor shall have no fiduciary responsibility to Franchisee in connection with the collection or use of any National or Regional Fund's monies or any other aspect of the Funds' operations.

11.2.5 It is anticipated that all contributions to and earnings of the National Fund shall be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the National Fund at the end of such taxable year, all expenditures in the following taxable year(s) shall be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions. Any deficits shall be paid from future contributions.

11.2.6 The National Fund is not and shall not be an asset of Franchisor. A statement of the operations of the National Fund as shown on the books maintained by Franchisor shall be reviewed annually by an independent certified public accountant selected by Franchisor and shall be made available to Franchisee, upon reasonable notice.

11.2.7 Although Franchisor intends the National Fund to be of perpetual duration, Franchisor maintains the right to terminate the National Fund. Such National Fund shall not be terminated, however, until all monies in the National Fund have been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective contributions.

11.3 Regional Funds: Franchisee agrees that Franchisor shall have the right, in its discretion, to select a designated market area “DMA” or any geographical area as a region for purposes of establishing a regional advertising fund (“**Regional Fund**”). If a Regional Fund for Franchisee’s region is established at any time during the term of this Agreement, Franchisee shall become a member of such Regional Fund and shall make contributions to the Regional Fund as required under Sections 4.3 and 11.1 effective upon the date on which the Regional Fund commences operation as provided below.

11.3.1 Each Regional Fund shall be organized and governed in a form and manner approved in advance by Franchisor in writing and shall commence operation on a date designated by Franchisor.

11.3.1.1 Each Regional Fund shall be organized for the exclusive purposes of administering regional advertising programs.

11.3.1.2 Each Regional Fund shall be Franchisor’s designee for maintaining and administering advertising and promotional programs in each region, and each Regional Fund shall be subject to the same provisions with respect to the Regional Fund as Franchisor is with respect to the National Fund as set forth in this Section 11.3 hereof. As is the case for the National Fund, the Regional Fund and its designees are not obligated in administering the Regional Fund to make expenditures for Franchisee which are equivalent or proportionate to Franchisee’s contribution or to ensure that any particular Franchisee benefits directly or pro rata from the placement of advertising.

11.3.1.3 Each member franchisee shall submit to the Regional Fund weekly, as described in Section 4.4 hereof for the preceding week, its contribution as provided in Section 11.1 hereof, together with such other statements or reports as may be required by Franchisor or by the Regional Fund with Franchisor’s prior written approval.

11.3.2 Franchisor, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Regional Fund, upon written request of such franchisee stating reasons supporting such exemption. Franchisor may require as a condition of granting such exemption that Franchisee expend on local advertising, in a manner approved in advance by Franchisor, and supported by such proof of expenditures as Franchisor may require, at least the amount that the franchisee would have contributed to a Regional Fund. Franchisor’s decision concerning such request for exemption shall be final.

11.3.3 Franchisor shall, for each of its company-owned stores (if any) located in a region in which a Regional Fund is established, make contributions to the

Regional Fund comparable to those required of franchisees.

11.4 Franchisee's Grand Opening Marketing Obligation: In addition to the advertising requirements as described in Section 11.1 hereof, Franchisee agrees to expend, in a manner prescribed by Franchisor in the Manuals or otherwise in writing, (1) prior to opening and for grand opening advertising an additional amount to be specified by Franchisor for pre-opening and opening advertising, other promotional activities and grand opening party, which amount shall not exceed Ten Thousand Dollars (\$10,000), and (2) within ninety (90) days after opening, additional advertising and promotional activities to be specified by the Franchisor for post-opening advertising and promotions; provided however, that the aggregate amount payable by Franchisee pursuant to this Section 11.4 shall not exceed Fifteen Thousand Dollars (\$15,000).

11.5 Directory Listings and Promotional Materials: In addition to the advertising requirements described in Sections 11.2 and 11.3, Franchisee shall obtain listings and place advertisements in such telephone directories and any medium as Franchisor may require, in the form, size and type specified by Franchisor in the Manuals or otherwise in writing and shall obtain and maintain an adequate supply of brochures, pamphlets, and special promotional materials of the kind and size, and at locations in and around the Restaurant premises, as Franchisor may reasonably require from time-to-time in the Manuals or otherwise in writing.

11.6 Delegation of Franchisor's Marketing Assistance: Franchisor shall have the right to delegate and re-delegate its responsibilities and duties under this Agreement to any designee(s) of its choosing; provided, however, that the right of final approval of all advertising programs shall be retained at all times by Franchisor.

11.7 Approval of Franchisee Marketing Materials: All advertising by Franchisee in any medium shall be conducted in a dignified manner and shall conform to such standards and requirements as Franchisor may specify from time to time in writing. Franchisee shall submit to Franchisor (through the mail, return receipt requested), for its prior approval, samples of all advertising and promotional plans and materials, including signs, and all other materials displaying the Proprietary Marks that Franchisee desires to use and that have not been prepared or previously approved by Franchisor. If written disapproval thereof is not received by Franchisee from Franchisor within fifteen (15) days from the date of receipt by Franchisor of such plans and materials, Franchisor shall be deemed to have given the required approval. Franchisee shall display the Proprietary Marks in the manner prescribed by Franchisor on all signs and all other advertising and promotional materials used in connection with the franchised business; and shall obtain and maintain an adequate supply of brochures, pamphlets and special promotional materials of the kind and size, and at locations in and around the Restaurant premises as the Franchisor may reasonably require from time to time in the Manuals or otherwise in writing.

11.8 Electronic Marketing and Electronic Communications: Franchisee acknowledges that the use of any electronic medium as described in Section 7.6 constitutes advertising and promotion subject to Franchisor's approval under Section 11.7. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations

by telephone, email, text message, instant message, social networking website, VoIP, streaming media, or any other electronic medium without first obtaining Franchisor's written consent as to (a) the content of the advertisements or solicitations and (b) the type of media intended to be used.

12. INSURANCE

12.1 Franchisee's Insurance: Franchisee shall procure, prior to the commencement of any operations under this Agreement, and maintain in full force and effect during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, and Golden Corral Corporation and their officers, directors, shareholders, partners, and employees, against demand or claim with respect to any loss, liability, personal and bodily injury, death, property damage, or expense whatsoever, arising or occurring upon or in connection with the franchised business. Such policy or policies shall be written by an insurance company satisfactory to Franchisor in accordance with standards and specifications set forth in the Manuals or otherwise in writing, and shall include, at a minimum, (except as additional coverages and higher policy limits may reasonably be specified by Franchisor from time to time in the Manuals or otherwise in writing) the following:

12.1.1 Comprehensive general liability insurance, including broad form comprehensive general liability endorsement, product liability and independent contractors coverage and comprehensive automobile liability coverage, for owned, hired and non-owned vehicles used by the franchised business, for bodily injury, personal injury, and property damage with limits of not less than One Million Dollars (\$1,000,000) combined single limit (Two Million Dollars (\$2,000,000) aggregate for multi-unit franchisees) and naming Franchisor and Golden Corral Corporation as additional insureds in each such policy or policies;

12.1.2 Workers' compensation and employer's liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) as well as such other insurance as may be required by statute or rule of the state or locality in which the franchised business is located and operated;

12.1.3 Dram shop or liquor liability insurance coverage with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence during all times that Franchisee serves an alcoholic beverage at the Premises;

12.1.4 All risk physical damage insurance, to include but not limited to flood and earthquake coverage which is required if the Restaurant is in a flood or earthquake zone, including replacement cost endorsement with primary and excess limits of not less than one hundred percent (100%) of the full replacement value of the Restaurant, its equipment, furniture, signs, and fixtures;

12.1.5 Business interruption insurance, including coverage for payments to Franchisor for loss of royalties and payments to the advertising Funds as a result of any interruption in Franchisee's business operations to cover the monies that would be payable

for royalties and advertising pursuant to Sections 4.2 and 4.3 of this Agreement but for any business interruption or closing of the Restaurant; and

12.1.6 Commercial umbrella insurance, with limits of not less than Five Million Dollars (\$5,000,000) to cover all primary underlying coverages.

12.2 Insurance Covering Construction and Reimaging of Restaurant Premises: In connection with any construction, reimagining, renovation, or refurbishing of the Restaurant, Franchisee will cause the general contractor to maintain with an insurer acceptable to Franchisor comprehensive general liability insurance, product liability, auto liability and completed operations and independent contractors coverage in at least the amount of One Million Dollars (\$1,000,000) with Franchisor and Golden Corral Corporation named as additional insureds, builders risk insurance in an amount adequate to cover the full contract cost, and workers' compensation and employer's liability insurance, as well as such other insurance as may be required by law.

12.3 Additional Required Features of Franchisee Insurance Coverage: Franchisee agrees that the foregoing policy or policies and the amounts specified shall afford primary insurance coverage to Franchisor and Golden Corral Corporation and that any and all policies of insurance independently secured by Franchisor or Golden Corral Corporation in the course of it/their business(es) shall be excess of each and every policy secured by and issued to Franchisee in connection with its compliance with the preceding terms of this Agreement. Specifically, Franchisee agrees that any policy or policies of insurance independently secured by Franchisor or Golden Corral Corporation in the normal course of its/their business(es) shall be excess of all policies of insurance procured by Franchisee in connection with Section 12.1 of this Agreement. In the event that there is any demand or claim with respect to any loss, liability, bodily injury, personal injury, death, property damage, or expenses whatsoever, arising or occurring upon or in connection with the franchised business, Franchisee agrees that each such policy or policies of insurance secured by Franchisee in compliance with Section 12.1 shall afford primary and non-contributory insurance coverage to Franchisor and Golden Corral Corporation as additional insureds in each such policy or policies and Franchisor's and Golden Corral Corporation's policy or policies procured independently of this Agreement in the normal course of Franchisor's or Golden Corral Corporation's business(es) shall be excess to all such primary policies procured by Franchisee and shall not respond to any such demand or claim until such time as Franchisee's policy or policies as referenced herein have been exhausted through the payment of settlement(s) or the satisfaction of judgment(s). In the event that an insurance carrier having issued a policy or policies to Franchisee in connection with the requirements imposed upon Franchisee in Sections 12.1 of this Agreement is rendered insolvent or is otherwise unable or unwilling to satisfy its obligations under any such policy or policies of insurance, Franchisee agrees to defend and indemnify Franchisor and Golden Corral Corporation just as if the policy or policies were in full force and effect at Franchisee's sole cost and expense to the extent of the policy limits of each such policy or policies issued to Franchisee and procured in compliance with this Agreement. Further, Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor or Golden Corral Corporation, nor shall Franchisee's performance of that obligation relieve Franchisee of

liability under the indemnity provisions set forth in Section 19.4 of this Agreement.

12.4 Certificates of Insurance: Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment therefor to Franchisor, together with, upon request, copies of all policies and policy amendments:

12.4.1 For builder's risk insurance no later than fifteen (15) days before the date on which any construction or reimagining of the Restaurant is commenced, and on each policy renewal date thereafter;

12.4.2 Evidence of workers' compensation insurance is required prior to training in any Golden Corral Corporation restaurant(s) or other facility and on each policy renewal date thereafter; and

12.4.3 For all other types of insurance required hereunder no later than fifteen (15) days before the scheduled opening date of the Restaurant, and on each policy renewal date thereafter.

12.4.4 Franchisee shall submit evidence by way of endorsement or other suitable binding documentation reflecting that each such policy or policies procured by Franchisee in compliance with the terms and provisions set forth in this Agreement afford primary insurance coverage to Franchisor and Golden Corral Corporation in all respects consistent with the terms, provisions and conditions of each such policy and acknowledging that any and all other policies of insurance procured independently by Franchisor or Golden Corral Corporation in the normal course of its/their business(es) shall be deemed excess to all such primary coverage afforded to Franchisor and Golden Corral Corporation by Franchisee in a manner consistent with the terms and provisions of this Agreement. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without at least thirty (30) days prior written notice to Franchisor and Golden Corral Corporation.

12.5 Franchisee's Additional Insurance Needs: No requirement for insurance contained herein shall constitute advice or guarantee by Franchisor that only such policies, in such amounts, are necessary to protect Franchisee from losses in connection with the franchised business. Franchisee shall be responsible to make its own independent judgment of its insurance needs in addition to the insurance required pursuant to this Agreement.

12.6 Franchisor's Right to Secure Insurance on behalf of Franchisee: Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time by the Manuals or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation to do so), immediately to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acquiring the policy or policies, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedy Franchisor may have.

13. TRANSFER OF INTEREST

13.1 Transfer by Franchisor: Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may sell its assets, its Proprietary Marks, or its System; may sell its securities in a public offering or in a private placement, may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

13.2 Transfer by Franchisee:

13.2.1 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee. As such, Franchisor has granted this franchise in reliance on either (i) Franchisee's business skill, financial capacity, and personal character if Franchisee is/are individual(s), or (ii) the business skill, financial capacity, and personal character of all of the Owners and the individual approved by Franchisor as the Operations Principal of Franchisee (referred to in Section 16.1) if Franchisee is a legal entity such as a corporation or limited liability company. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this franchise nor any individual, partnership, limited liability company, corporation, or other legal entity, which directly or indirectly controls Franchisee shall sell, assign, transfer, convey or give away, any direct or indirect interest in Franchisee or in this franchise without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Section 14.2 of this Agreement. The transfer restrictions described in this Section 13.2 shall apply to any sale, assignment, transfer, conveyance, or donation of any ownership interest in Franchisee (except for a Franchisee which is a corporation registered under the Securities and Exchange Act of 1934) by any holder of such interest to any party.

13.2.2 Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Franchisee or in this franchise; provided, however, that if a transfer, alone or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring a controlling interest in the franchised business, Franchisor may, in its sole discretion, require as a condition of its approval that:

13.2.2.1 All of Franchisee's monetary obligations to Franchisor and all or any of its affiliates under this and any other agreements between Franchisee and Franchisor or any affiliate have been satisfied, and all other outstanding obligations related to the franchised business shall have been satisfied;

13.2.2.2 Franchisee is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor, or its subsidiaries and affiliates;

13.2.2.3 The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

13.2.2.4 The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) shall enter into a written assignment, under seal and in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement, and any lease or sublease agreement, equipment sales agreement, and any other agreement between Franchisee and Franchisor, or its subsidiaries and affiliates; or, in the alternative, at the option of Franchisor, its subsidiaries and affiliates, all unpaid balances owing or promissory notes or equipment sales agreements shall be paid in full; and, if Franchisor or any parent or affiliate is a party leases the premises from a landlord, all such leasehold obligations of such party shall be released by the landlord of the premises as a condition of approving the transfer;

13.2.2.5 The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) shall demonstrate to Franchisor's satisfaction that transferee meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business experience, the franchise application, or otherwise); has adequate financial resources and capital to operate the business; has no conflicting or competing business interest; and satisfies such other criteria and conditions that Franchisor shall reasonably impose;

13.2.2.6 At Franchisor's option, the transferee shall execute (and/or, upon Franchisor's request, shall cause all interested parties to execute), for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements including, but not limited to guaranties, as Franchisor may require for the franchised business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate and advertising contribution;

13.2.2.7 The transferee shall, at transferee's expense and upon the reasonable request of Franchisor, reimagine the Restaurant to conform to the then-current standards and specifications for System restaurants, and shall complete the reimaging, upgrading and other requirements within the time specified by Franchisor;

13.2.2.8 Franchisee shall remain primarily liable for all obligations of the franchised business and all covenants to be kept or performed by Franchisee and Franchisee shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

13.2.2.9 At transferee's expense, transferee or transferee's managers shall complete any training programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require; and

13.2.2.10 Except in the case of a transfer to a corporation or limited liability company formed for the convenience of ownership, a transfer fee shall be paid by Franchisee to Franchisor in an amount equal to five percent (5%) of the then-current standard initial franchise fee being charged by Franchisor for a restaurant utilizing the restaurant design franchised hereunder (or, if such design is not then offered, such fee for the restaurant design closest in interior square footage to the Restaurant).

13.2.2.11 Franchisee agrees that if, in the opinion of Franchisor, the price to be paid for the Restaurant or franchised business appears to be excessive or is likely to result in there being an unsatisfactory return on investment or there being an insufficient cash flow to meet obligations, Franchisor may, without liability to Franchisee, review such opinions with any such prospective transferee/purchaser.

13.2.2.12 The transferee must at the time of the proposed transfer meet Franchisor's requirements to have an operations principal that has been approved by Franchisor.

13.3 Security Interest in Franchisee's Business or Assets: Franchisee shall grant no security interest in the franchised business or in any of its assets unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option to purchase the rights of the secured party upon payment of all sums then due to such secured party, except such amounts which may have become due as a result of any acceleration of the payment dates based upon the Franchisee's default.

13.4 Franchisee Acknowledgement of Need for Restrictions on Transfer: Franchisee acknowledges and agrees that each condition which must be met by the transferee franchisee is necessary to assure such transferee's full performance of the obligations hereunder.

13.5 Transfer to Franchisee's Corporation: In the event Franchisee is a corporation formed by Franchisee for the convenience of ownership, Franchisor's consent to such transfer shall, in addition to the requirements set forth in Section 13.2 of this Agreement, be conditioned upon the following requirements:

13.5.1 Franchisee shall be the owner of all the voting stock of the corporation; and, if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the corporation as he had in Franchisee prior to the

transfer.

13.5.2 Corporate resolutions and minutes shall be furnished to Franchisor prior to the transfer, and the transferee shall comply with all the terms and conditions set forth in Sections 5 and 6 of this Agreement.

13.6 Securities Offerings By Franchisee:

13.6.1 Securities or partnership interests in Franchisee may be sold, by private offering or otherwise, only with the prior written consent of Franchisor, as required in Sections 13.2 hereof. All materials required for such offering by federal or state law shall be submitted to Franchisor for review prior to their being filed with any government agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review prior to their use. No Franchisee offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating as an underwriter, issuer, or offeror of Franchisee's or Franchisor's securities; and Franchisor's review of any offering shall be limited solely to the subject of the relationship between Franchisee and Franchisor. Franchisee and the other participants in the offering must fully indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee shall pay to Franchisor a non-refundable fee of Ten Thousand Dollars (\$10,000), or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering. Franchisee shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section 13.6.

13.6.2 Franchisor shall not unreasonably withhold its consent to a proposed public offering of securities interests in Franchisee; provided, however, that Franchisor may, in its sole discretion, require as a condition of its approval that Franchisor or a company controlling Franchisor has previously made a public offering of Franchisor's or such company's securities. (For the purposes of this Section 13.6, a "public offering" shall mean any offering requiring registration under any state or federal securities laws, and any offering exempt from registration but requiring disclosure under any federal law or regulation.)

13.7 Right of First Refusal:

13.7.1 If any party holding any interest in Franchisee or in this Agreement desires to sell or transfer such interest (the transfer of which interest would have the effect of transferring a controlling interest in the franchised business), or if Franchisee desires to accept any bona fide offer from a third party to purchase such interest or the premises of the franchised business, the seller shall notify Franchisor in writing of the terms of such offer, and shall provide such information and documentation relating to the offer as Franchisor may require; and Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that Franchisor elects to purchase the seller's interest, closing on such purchase must occur within sixty (60) days from the date of notice to the seller of

the election to purchase by Franchisor or such later date as may have been provided in the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 13.7.1 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 13 with respect to a proposed transfer.

13.7.2 In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest in the franchised business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor, and his determination shall be binding.

13.8 Transfer Upon Death or Mental Incompetency: Upon the death or mental incompetency of any person with a controlling interest in the franchise or in Franchisee, the transfer of which requires the consent of Franchisor as provided in Section 13.2 hereof, the executor, administrator, personal representative, guardian, or conservator of such person shall transfer such interest within six (6) months after such death or mental incompetency to a third party approved by Franchisor. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 13, the personal representative of the deceased person shall have a reasonable time to dispose of the deceased's interest in the franchise, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement.

13.9 Non-Waiver of Claims: Franchisor's consent to a transfer of any interest in the franchise granted herein shall not constitute a waiver of any claims Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

13.10 Transfer by Bankruptcy – Right of First Refusal: If, for any reason, this Agreement is not terminated pursuant to Section 14.1, and this Agreement is assumed or assignment of the same to any person or entity who has made a bona fide offer to accept an assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment and assumption, setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the proposed assignment and assumption, and (c) the adequate assurance of proposed assignee's future performance of the Agreement (which shall incorporate the relevant prerequisites applicable to other proposed transferees pursuant to Section 13.2 of this Agreement) referred to in Section 365(b)(3) of the Bankruptcy Code shall be given to Franchisor within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and

assumption. Franchisor shall have the prior right and option, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to Franchisor itself upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by such assignee for the assignment of this Agreement.

14. DEFAULT AND TERMINATION

14.1 Termination Without Notice and Without Opportunity To Cure: Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee; if Franchisee is adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); if execution is levied against Franchisee's business or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Restaurant shall be sold after levy thereupon by any sheriff, marshal, or constable.

14.2 Termination With Notice But Without Opportunity To Cure: Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, upon the occurrence of any of the following events:

14.2.1 If Franchisee fails to obtain a site for the franchised business as required in the Site Selection Addendum (if applicable), prepare the premises, and commence the franchised business as required in Section 5 hereof, or if Franchisee's lease or sublease of the Restaurant premises terminates, or if Franchisee otherwise loses its right to occupy the premises, ceases to operate or otherwise abandons the franchised business or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located; provided, however, that if any such loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of Franchisee, the premises are damaged or destroyed, then Franchisee shall have thirty (30) days after either such event in which to apply for Franchisor's approval to relocate or reconstruct the premises, which approval shall not be unreasonably withheld;

14.2.2 If Franchisee or any principal or officer of Franchisee is convicted, or enters a plea with adjudication of guilt withheld or suspended, involving a felony, a crime involving moral turpitude, or engages in conduct that is reasonably likely, in the sole opinion

of Franchisor, to adversely affect the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein;

14.2.3 If Franchisee or any partner, member or shareholder of Franchisee purports to transfer any rights or obligations under this Agreement or any interest in Franchisee to any third party without Franchisor's prior written consent, contrary to the terms of Section 13 of this Agreement;

14.2.4 If Franchisee fails to comply with the in-term covenants in Section 16 hereof or fails to obtain and provide Franchisor with the covenants required by Section 16.9 hereof;

14.2.5 If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein contrary to Section 7 hereof, intentionally discloses the contents of the Manuals to any unauthorized person, or violates in any way the trade secrets and confidential information provisions of Section 8 hereof;

14.2.6 If an approved transfer, as required by Section 13.8 hereof, is not effected within a reasonable time following the death or mental incompetency of a person with a controlling interest in the franchise or in Franchisee;

14.2.7 If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor;

14.2.8 If Franchisee (or any of Franchisee's subsidiaries or affiliates) is declared in default by Franchisor (or any of Franchisor's subsidiaries and affiliates) under any provision of any lease agreement, sublease agreement, equipment purchase agreement, promissory note, security agreement, any other franchise agreement (including any amendment thereof or successor thereto), or any other agreement (a) to which Franchisor or any of its affiliates or subsidiaries is a party and/or a beneficiary or (b) to which Franchisor or any of its affiliates or subsidiaries is a guarantor.

14.2.9 If Franchisee, after either (i) curing a default under this Agreement pursuant to a Notice of Termination; or (ii) after receipt of any other writing from Franchisor advising Franchisee that a default occurred regardless of whether such writing constituted a Notice of Termination, commits another default under this Agreement within twenty-four (24) months following the earlier default;

14.2.10 If an imminent threat or danger to the public health or safety results from the operation of the Restaurant.

14.3 Termination With Notice and Opportunity to Cure: Except as provided in Sections 14.1 and 14.2 of this Agreement, Franchisee shall have thirty (30) days after its receipt from Franchisor of a written Notice of Termination within which to remedy any default hereunder and provide evidence thereof to Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement

shall terminate without further notice to Franchisee, effective immediately upon expiration of the thirty (30) day period or such longer period as applicable law may require. Franchisee shall be in default hereunder for any failure to comply substantially with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Manuals, or to carry out the terms of this Agreement in good faith. Such defaults shall include, for example, without limitation, the occurrence of any of the following events:

14.3.1 If Franchisee fails, refuses, or neglects promptly to pay when due any monies owing to Franchisor or its subsidiaries or affiliates, or to the Funds, or to submit the financial information or other reports required by Franchisor under this Agreement;

14.3.2 If Franchisee fails to maintain any of the standards or procedures prescribed by Franchisor in this Agreement, the Manuals, or otherwise in writing or fails to have an Operations Principal (referred to in Section 16.1) approved by Franchisor;

14.3.3 If Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent, as required by this Agreement;

14.3.4 If Franchisee, directly or indirectly, commences or conducts any business operation, or markets any service or product under any name or proprietary mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks; or

14.3.5 If Franchisee, by act or omission, suffers a continued violation, in connection with the operation of the Restaurant, of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom.

14.4 Termination of Area Development Agreement Because of Franchise Agreement Default: Default under this Franchise Agreement shall constitute a default under any Development Agreement between the parties pursuant to which this Franchise Agreement was executed.

15. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement:

15.1 Cessation of Restaurant Operations: Franchisee shall immediately cease to operate the business franchised under this Agreement and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor. Franchisee shall immediately return to Franchisor all confidential materials provided to Franchisee by Franchisor and/or Franchisor's designee(s), which confidential materials include without limitation, the Manuals and any translations thereof.

15.2 Cessation of Use of Confidential Information and Proprietary Marks: Franchisee shall immediately and permanently cease to use, by advertising or in any other

manner whatsoever, any format, confidential methods, procedures, and techniques associated with the System; the Proprietary Mark “Golden Corral” and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, trade dress or devices associated with the System. In particular, without limitation, Franchisee shall cease to use all signs, equipment, advertising materials, forms, and any other articles which display the Proprietary Marks; provided, however, that this Section 15.2 shall not apply to the operation of any other franchise under the System which may be granted by Franchisor to Franchisee.

15.3 Cancellation of Assumed Name Registration: Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the name “Golden Corral” or any other service mark or trademark of Franchisor; and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

15.4 Assignment of Lease/Modification of Premises: Franchisee shall, at Franchisor’s option (which such option may be exercised within thirty (30) days after termination or expiration), assign to Franchisor any interest which Franchisee has in any lease or sublease for the premises of the franchised business. In the event Franchisor does not elect to exercise its option to purchase the premises pursuant to Section 15.8, or to acquire the lease or sublease for the premises of the franchised business pursuant to Section 15.4, Franchisee shall make such modifications or alterations to the premises operated hereunder (including, without limitation, the changing of the telephone number and trade dress) immediately upon termination or expiration of this Agreement as may be necessary to prevent the operation of any business thereon by itself or others in derogation of this Section 15 and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section 15, Franchisor shall have the right to enter upon the premises where Franchisee’s franchised business was conducted, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. Further, Franchisee shall not use any reproduction, counterfeit copy, or colorable imitation of the Proprietary Marks either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor’s exclusive rights in and to the Proprietary Marks; and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor.

15.5 Franchisor’s Right of First Refusal for Franchisee Sale: If Franchisee owns an interest in the premises of the franchised business and, at any time prior to the termination or expiration of this Agreement, Franchisee desires to accept any bona fide offer from a third party to purchase Franchisee’s interest in the premises of the franchised business, then Franchisee shall notify Franchisor in writing of the terms of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require, including information as to the condition of title to the Restaurant premises; and Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to Franchisee that Franchisor intends to purchase the seller’s interest on the same terms and conditions offered by the third party. In the event

that Franchisor intends to purchase Franchisee's interest, closing on such purchase must occur within sixty (60) days from the date of notice to Franchisee of the election to purchase by Franchisor or such later date as may have been provided in the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 15.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 15.5, with respect to a proposed transfer. In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest in the premises of the franchised business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor, and his determination shall be binding.

15.6 Payment of Monies Due: Franchisee shall promptly pay all sums owing to Franchisor and its affiliates. In the event of termination for any default of Franchisee, such sums shall include all damages (including, without limitation, all Future Royalty and Advertising Fees), costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on any and all premises operated hereunder at the time of default. The term "Future Royalty and Advertising Fees" means liquidated damages to compensate Franchisor for the future royalty fees and advertising/marketing fees that otherwise likely would have been paid from the termination date through the end of the initial term (or the applicable renewal term as the case may be). The Future Royalty and Advertising Fees shall be equal to the greater of (a) Fifty Thousand Dollars (\$50,000.00) or (b) the sum of the monthly royalty fees and advertising/marketing fees that Franchisee was obligated to pay pursuant to Sections 4.2 and 4.3 of this Agreement during the 12-month period that the Restaurant was open to the public for business immediately preceding the month that the Franchise Agreement is terminated. Franchisee hereby appoints Franchisor as its attorney in fact, with full power and authority to execute on Franchisee's behalf such documents as are necessary to obtain and perfect such lien.

15.7 Franchisee Payment of Franchisor's Cost to Secure Compliance with Franchisee's Post-Termination Obligations: Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the franchise herein granted in obtaining injunctive or other relief for the enforcement of any provisions of this Section 15.

15.8 Franchisor's Right to Purchase Franchisee's Assets: Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration, to purchase from Franchisee the Restaurant premises, to include but not limited to land, building and site improvements, and related improvements at then-current fair market value, and also the option to assume any and/or all leases relating to the Restaurant premises, and also to purchase any or all of furnishings, equipment, signs, fixtures, supplies, or inventory of

Franchisee related to the operation of the franchised business, at Franchisee's cost or fair market value, whichever is less. If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by the parties and his determination shall be binding. If the parties cannot agree on an appraiser within a reasonable time, an independent appraiser shall be designated by each party, and the two (2) independent appraisers so designated shall select a third independent appraiser. The determination of fair market value of the third appraiser so chosen shall be binding. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee to Franchisor or its affiliates, and the cost of the appraisal, if any, against any payment therefor.

15.9 Compliance with Non-Competition Covenants: Franchisee shall comply with the covenants contained in Sections 16.2 and 16.3 of this Agreement.

16. COVENANTS

16.1 Employment Responsibilities of Key Management Personnel: Franchisee covenants during the term of this Agreement, except as otherwise approved in writing by Franchisor, to employ or otherwise retain a key person approved by Franchisor who possesses adequate relevant restaurant operations experience and who shall devote, to the satisfaction of Franchisor, substantial time, energy, and best efforts to the management, supervision and operation of the business franchised hereunder and who shall, if so determined by Franchisor, own at least a ten percent (10%) equity interest in Franchisee (the "**Operations Principal**"). As of the date of this Agreement, the current Operations Principal approved by Franchisor is _____. It is understood that, if Franchisee is a natural person, then Franchisee may also serve as the Operations Principal. If for any period occurring after the opening of the Restaurant the Operations Principal is not working as a full-time certified manager in the Restaurant pursuant to Section 6 of this Agreement, then Franchisee covenants during all such times during the term of this Agreement to employ not less than one (1) additional restaurant manager in the Restaurant in excess of the minimum number otherwise required pursuant to Section 6.5 of this Agreement. Upon the death, incapacity or termination of the Operations Principal for any reason, or in the event that the Operations Principal no longer, in Franchisor's sole judgment, devotes substantial time, energy and best efforts to the management and operation of the business, Franchisee must secure a substituted operations principal, who must be approved by Franchisor, within a reasonable period of time thereafter, but not later than three (3) months after the date of such operations principal's death, incapacity or termination and who must thereafter, to the satisfaction of Franchisor, devote substantial full time, energy, and best efforts to the management, supervision and operation of the business franchised hereunder and who shall, if so determined by Franchisor, own at least a ten (10%) equity interest in Franchisee. In addition to the foregoing and if so required by Franchisor, Franchisee also covenants and agrees that if Franchisee operates five (5) or more franchised Golden Corral® restaurants, then Franchisee shall also employ not less than one (1) additional employee responsible for the supervision of the Restaurant and other franchised restaurants operated by Franchisee, which multi-unit supervisor shall also satisfactorily complete Golden Corral's training program for certified management.

16.2 Non-Competition During Term of Agreement: Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, persons, partnership, or corporation:

16.2.1 Divert or attempt to divert any business or customer of the business franchised hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

16.2.2 Own, invest in, maintain, operate, engage in, be employed by, be a consultant to, or have any interest in any restaurant business unless previously consented to in writing by the Franchisor.

16.3 Non-Competition After Expiration or Termination of Agreement: Franchisee further covenants that, except as previously approved in writing by Franchisor, Franchisee shall not, for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) and continuing for the following described period(s) thereafter, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person, legal entity, partnership, corporation or other person or entity which owns, is owned by, or is under common ownership with Franchisee, own, invest in, maintain, operate, engage in, lease to, be employed by, be a consultant to, or have any interest in any restaurant business offering for sale steak, buffet, salad bar, bakery and other items which had been offered by the franchised business, or which is a cafeteria-style or buffet restaurant concept, which is, or is intended to be, located: (i) for a period of two (2) years at and/or within ten (10) miles of the Approved Location; and/or (ii) for a period of two (2) years within ten (10) miles of any Golden Corral® restaurant which is located, or intended to be located, within the same Designated Market Area (“DMA”) as the Approved Location if a Golden Corral advertising cooperative has been formed for such DMA; and/or (iii) for a period of one (1) year within ten (10) miles of any Golden Corral® restaurant within the United States of America.

16.4 Exceptions to Non-Compete Covenants: Sections 16.2 and 16.3 shall not apply to ownership by Franchisee or any Owner of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities and Exchange Act of 1934.

16.5 Independent Enforceability of Covenants: The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 16 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed with the terms of such covenant that imposes the maximum duty

permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

16.6 Reducing Scope of Covenants: Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 16.2 and 16.3 of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 22 hereof.

16.7 Enforceability of Covenants Not Affected by Franchisee Claims: Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 16.

16.8 Breach of Covenants Causes Irreparable Injury: Franchisee acknowledges that Franchisee's violation of the terms of this Section 16 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available; and Franchisee accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section 16.

16.9 Covenants From Individuals: At the request of Franchisor, Franchisee shall provide Franchisor with executed covenants similar in substance to those set forth in this Section 16 (including covenants applicable upon the termination of a person's relationship with Franchisee) from any or all of the following persons: (1) Franchisee's managers; (2) all officers, directors, and holders of a direct or indirect beneficial ownership interest of five percent (5%) or more in Franchisee; and (3) the general partners and any limited partners (including any corporation, and the officers, directors, and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if Franchisee is a partnership. With respect to each person who becomes associated with Franchisee in one of the capacities enumerated above subsequent to execution of this Agreement, Franchisee shall require and obtain such covenants from them and promptly provide Franchisor with executed copies of such covenants. In no event shall any person enumerated be granted access to any confidential aspect of the system or the franchised business prior to execution of such a covenant. All covenants required by this Section 16.9 shall be in forms satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them. Failure by Franchisee to obtain execution of a covenant required by this Section 16.9 and provide the same to Franchisor shall constitute a material breach of this Agreement.

17. CORPORATE, PARTNERSHIP OR LIMITED LIABILITY COMPANY FRANCHISEE

17.1 Corporate Franchisee: A Franchisee which is a corporation shall comply with the following requirements throughout the term of this Agreement:

17.1.1 Franchisee shall furnish Franchisor with its Articles of Incorporation, Bylaws, other governing documents, and such other documents Franchisor may reasonably request, and any amendments thereto.

17.1.2 Franchisee shall confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the business franchised herein.

17.1.3 Franchisee shall maintain stop transfer instructions against the transfer on its records of any voting securities; and shall issue no voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with GOLDEN CORRAL FRANCHISING SYSTEMS, INC. dated _____. Reference is made to the provisions of said Franchise Agreement and to the Articles and Bylaws of this Corporation.

17.1.4 Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Franchisee and shall furnish the list to Franchisor upon request. Such lists shall also include the percentage of ownership of each such owner.

17.1.5 Each proposed holder of an interest in Franchisee shall submit a franchise application to Franchisor, shall be approved by Franchisor, and shall, upon Franchisor's request, execute a guarantee of Franchisee's obligations under the Franchise Agreement in a form prescribed by Franchisor; provided, however, that the requirements of this Section 17.1.5 shall not apply to a holder of any corporation registered under the Securities and Exchange Act of 1934.

17.2 Partnership Franchisee: A Franchisee which is a partnership shall comply with the following requirements throughout the term of this Agreement:

17.2.1 Franchisee shall furnish Franchisor with its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto; and

17.2.2 Franchisee shall prepare and furnish to Franchisor, upon request, a current list of all general and limited partners in Franchisee with the percentage of ownership of each partner shown.

17.3 Limited Liability Company Franchisee: If Franchisee is a limited liability company, it shall: (i) furnish Franchisor with its articles of organization and operating agreement, as well as such other documents as Franchisor may reasonably request, and any amendments thereto; (ii) prepare and furnish to Franchisor, upon request, a current list of all members and managers in Franchisee; and (iii) maintain stop transfer instructions on its records against the transfer of any equity securities and shall only issue securities which bear a legend, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Agreement. In addition, each proposed holder of an interest in Franchisee shall submit a franchise application to Franchisor, shall be approved by Franchisor, and shall, upon Franchisor's request, execute a guarantee of Franchisee's obligations under the Franchise Agreement in a form prescribed by Franchisor.

18. TAXES, PERMITS, AND INDEBTEDNESS

18.1 Payment of Taxes to Franchisor: Franchisee shall promptly pay to Franchisor an amount equal to all taxes levied or assessed, including, but not limited to, unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, any similar taxes or levies, imposed upon or required to be collected or paid by Franchisor by reason of the furnishing of products, intangible property (including trademarks and trade names) or services by Franchisor to Franchisee through the sale, license or lease of property or property rights provided by this Agreement.

18.2 Payment of Franchisee Taxes: Franchisee shall promptly pay when due all taxes levied or assessed by any federal, state or local tax authority, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the business franchised under this Agreement.

18.3 Challenging Tax Assessment: In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the franchised business, or any improvements thereon.

19. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

19.1 No Fiduciary Responsibility: It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Franchisee shall be an independent contractor; and, that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

19.2 Public Notice of Independent Status: During the term of this Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor. Franchisee agrees to take such affirmative action as may be necessary to do so, including, without

limitation, exhibiting a notice of that fact in a conspicuous place in the franchised premises, the content of which Franchisor reserves the right to specify.

19.3 Independent Contractor: It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and, that Franchisor shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the franchised business or any claim or judgment arising there from against Franchisor.

19.4 Indemnification: Franchisee shall indemnify and hold harmless to the fullest extent allowed by law, Franchisor, its affiliates and subsidiaries and each of their respective directors, officers, employees, shareholders and agents, (collectively, "**Indemnitees**") from any and all losses and expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with Franchisee's operation of the franchised business including, but not limited to, claims arising as a result of the maintenance and operation of vehicles or the franchised business premises or the claims of customers, employees and others (collectively, "**Event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees, provided, however, that this indemnity shall apply to any liability arising from the negligence of Indemnitees, unless prohibited by applicable State law, and shall not apply to the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative negligence or contributory negligence attributable to Franchisee). For the purpose of this Section 19.4, the term "**losses and expenses**" shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to the reputation and goodwill of Franchisor; and all other costs associated with any of the foregoing losses and expenses. Franchisee shall give Franchisor prompt written notice of any event of which it is aware, for which indemnification is required, and, at the expense and risk of Franchisee, Franchisor may elect to assume (but under no circumstances is obligated to undertake) the defense and/or settlement thereof. Any assumption of Franchisor shall not modify Franchisee's indemnification obligation. Franchisor may, in its sole judgment, take such actions as it deems necessary and appropriate to investigate, defend, or settle any Event or take other remedial or corrective actions with respect thereof as may be, in the sole judgment of Franchisor, necessary for the protection of the Indemnitees or the System.

20. APPROVALS AND WAIVERS

20.1 Obtaining Approvals: Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor; and such approval or consent shall be obtained in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to

Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request thereof.

20.2 No Waiver: No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, or by any other franchisee under any agreement similar to this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor’s right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default by Franchisee or any other franchisee shall not affect or impair Franchisor’s rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of any breach or default by Franchisee or any other franchisee of any of the terms, provisions or covenants hereof or of any agreement between Franchisor and any other franchisee, affect or impair Franchisor’s right to exercise the same against Franchisee, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this franchise prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

21. NOTICES

Any and all notices furnished pursuant to this Agreement shall be in writing and shall be personally delivered, sent by certified United States mail with return receipt requested, or dispatched by overnight delivery or courier providing proof of delivery to the respective parties, at the addresses set forth below unless and until a different address has been designated by written notice to the other party. Notices shall be deemed to have been received as follows: by personal delivery– at time of delivery; by overnight delivery service – on the day of delivery as shown on the records of the delivery service; or by mail – on the second business day following the date on which the Notice was delivered to the postal service for delivery. In the event that any party refuses acceptance of any Notice where delivery was attempted by U.S. mail or by overnight delivery service, Notice shall nevertheless be deemed complete upon such attempted service. The Manual, any revisions to the Manual, and/or any written instructions that Franchisor furnishes to Franchisee relating to operational matters shall not be deemed as “Notices” for the purposes of delivery requirements of this Section 21.

Notices to Franchisor: Executive Vice President and General Counsel
 Golden Corral Franchising Systems, Inc.
 P.O. Box 29502
 Raleigh, North Carolina 27626

Notices to Franchisee: _____

22. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. Franchisee acknowledges that it is neither aware of nor relying upon any oral or written representation or understanding which is contrary to the terms and conditions of this Agreement or the contents of any document furnished to Franchisee. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

23. APPLICABLE LAW

23.1 Choice of Law: This Agreement takes effect upon its acceptance and execution by Franchisor in North Carolina, and North Carolina law shall apply to any claim or controversy regarding the making, entering into, performance, interpretation, breach or termination of this Agreement. In the event of any conflict of law, the laws of North Carolina shall prevail, without regard for the application of North Carolina conflict of law rules; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of North Carolina, but would be enforceable under the laws of the state in which the Restaurant is located, then such provisions shall be interpreted and construed under the laws of the state in which the Restaurant is located. Nothing in this Section 23.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of North Carolina to which it would not otherwise be subject.

23.2 Choice of Venue: Any action brought by Franchisee against Franchisor shall be brought exclusively, and any action brought by Franchisor against Franchisee may be brought, in the federal district court covering the location at which Franchisor has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall (with respect to actions commenced by Franchisee), and may (with respect to actions commenced by Franchisor) be brought in the state court within the judicial district in which Franchisor has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

23.3 Nonexclusivity of Remedy: No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

23.4 Right to Injunctive Relief: Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders

and preliminary injunctions; nor shall the reference to such relief in certain Sections of this Agreement be deemed to imply the unavailability of such relief to enforce rights provided for in other Sections.

23.5 Limitations of Adjudicative Proceedings: FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM WHETHER AT LAW OR IN EQUITY, BROUGHT BY THEM AGAINST THE OTHER. ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THE AGREEMENT, THE RELATIONSHIP OF FRANCHISOR AND FRANCHISEE, OR FRANCHISEE'S OPERATION OF THE FRANCHISED BUSINESS SHALL BE COMMENCED WITHIN TWO YEARS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED. FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

23.6 Benefits of Uniform Law and Venue: Franchisor and Franchisee acknowledge that the parties' agreement regarding choice of law and venue set forth in Sections 23.1 and 23.2 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement in any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Franchisor and Franchisee further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

24. ADDITIONAL PROVISIONS

24.1 Severability of Provisions: Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and, the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

24.2 No Third Party Beneficiary Rights: Except as provided in Section 16.2.2, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee and such of their respective successors and assigns as may be contemplated by Section 13 hereof, any rights or remedies under or by reason of this Agreement.

24.3 Enforceability of Modified Provisions: Franchisee expressly agrees to be bound by any promise or covenants imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and

unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

24.4 Captions: All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

24.5 Use of Gender: All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all the parties hereto signing on behalf of Franchisee.

24.6 Duplicate Originals: This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by fax or electronic means (such as by facsimile or by e-mail in “pdf” or “tif” format) shall be effective as delivery of a manually executed original counterpart hereof.

24.7 Survival of Obligations After Expiration or Termination of Agreement: Any provision or covenant of this Agreement by which its terms or by reasonable implication is to be performed in whole or in part, after the expiration or termination of this Agreement shall survive such expiration or termination.

24.8 Atypical Arrangements: Franchisee acknowledges and agrees that Franchisor may modify the offer of its franchises to other franchisees or its ongoing relationship with other franchisees in any manner and at any time, which offers, agreements and/or modifications have or may have terms, conditions, and obligations which may differ from the terms, conditions, and obligations in this Agreement.

24.9 Interpretation of Agreement: No provision of this Agreement shall be interpreted in favor of, or against, any party because of the party that drafted this Agreement.

24.10 Franchisor’s Business Judgment: Whenever Franchisor exercises a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Franchisor may make such decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests. “Best interests” includes what Franchisor believes to be the best interests of the System at the time the decision is made or the right or discretion is exercised even though (a) there may have been other alternative decisions or actions that could have been taken; (b) Franchisor’s decision or action taken promotes Franchisor’s financial or other individual interest; or (c) Franchisor’s decision or the action it takes may apply differently to different franchisees or any company-owned or affiliate-owned franchised businesses. In the absence of an applicable statute, Franchisor will have no liability to Franchisee for any such decision or action. The exercise of the right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Franchisor and Franchisee agree that such

covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions or take/refrain from taking actions not inconsistent with Franchisee's rights and obligations thereunder.

25. ACKNOWLEDGMENTS

25.1 Receipt of Franchise Disclosure Document: Franchisee acknowledges that it has received a copy of the Golden Corral Franchise Disclosure Document and all exhibits and attachments referenced therein ("**FDD**"), as required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" at least fourteen (14) calendar days prior to the date on which this Agreement was executed, and, in addition, that Franchisor has not made any material change to the Agreement within the seven (7) calendar days prior to the date on which this Agreement is executed.

25.2 Recognition of Business Risks: Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent businessman. Except with respect to any information contained in Item 19 of Franchisor's FDD, Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any representation, express or implied, from any employee or agent of Franchisor, as to the prior, current, or potential sales, income, profits, or success of the business venture contemplated by this Agreement or of any other franchised business or any business owned and/or operated by Franchisor or any affiliate of Franchisor.

25.3 Sufficient Time to Understand and Evaluate Franchise Offering: Franchisee acknowledges that it has read and understood this Agreement, the attachments hereto, if any, and agreements relating hereto, if any; and that Franchisor has afforded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

25.4 Electronic Signature and Delivery: Each party acknowledges that this Franchise Agreement may be executed by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) shall be effective as delivery of a manually executed original counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement on the day and year first above written.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____ (SEAL)
Name/Title:
Email:

_____, 202__

Golden Corral Franchising Systems, Inc.
Post Office Box 29502
5151 Glenwood Ave.
Raleigh, North Carolina 27626

Ladies and Gentlemen:

The undersigned _____ and _____, jointly and severally (hereinafter individually and collectively referred to as “**Guarantors**”) have requested that you enter into a Franchise Agreement (the “Franchise Agreement”) with _____, a _____ (“**Franchisee**”) for a site located at:

“ _____ ”

The undersigned acknowledge that you are unwilling to enter into the Franchise Agreement with Franchisee unless the Guarantors guarantee the obligations and liabilities of the Franchisee under the Franchise Agreement, and agree to be bound by certain terms and conditions set forth in the Franchise Agreement. As an inducement to you to deal with the Franchisee and to enter into the Franchise Agreement, the Guarantors therefore guarantee to you, your successors and assigns the due and punctual payment and performance by the Franchisee of each and every obligation or liability of the Franchisee under the Franchise Agreement, all in accordance with the terms of the Franchise Agreement, including all renewals, extensions and modifications thereof and together with any interest or costs incurred in connection therewith. The Guarantors hereby expressly waive presentment, demand, protest, and notice of dishonor of any obligation of the Franchisee with respect thereto.

The obligation and liability of the Guarantors shall be primary and not secondary, payable immediately upon demand without recourse first having been had by you against the Franchisee, and the Guarantors hereby waive the benefits of all provisions of law for stay or delay of execution or sale of property or other satisfaction of judgment against the undersigned until judgment be obtained against the Franchisee and execution thereon returned unsatisfied, or until any other proceedings can be had.

The Guarantors acknowledge and agree that you may release in whole or in part any individual guarantor or the Franchisee from any obligation or liability under the Franchise Agreement, all without releasing or limiting the liability of any other guarantor, and acknowledge that the obligations hereunder are joint and several.

The Guarantors shall be responsible for and shall reimburse you for all costs and expenses (including attorneys' fees) incurred by you in connection with the enforcement of this Guaranty or the protection or preservation of any right or claim you may have in connection herewith or under the Franchise Agreement.

The Guarantors each specifically agree that they shall comply or shall cause the Franchisee to comply with each and every obligation of Franchisee under the Franchise Agreement, and further that each is individually bound by and subject to the covenants set forth in Section 16 of the Franchise Agreement as if each individual Guarantor had personally signed the Franchise Agreement as the Franchisee, except and to the extent that any such covenant or obligation on the part of a specific Guarantor shall have been waived by the Franchisor in writing.

This obligation shall be construed in accordance with the laws of the state of North Carolina, which laws shall prevail in the event of any conflict of law; provided, however, that if the covenants in Section 16 of the Franchise Agreement would not be enforceable under the laws of North Carolina, then such covenants shall be interpreted and construed under the laws of the state of _____. The Guarantors further agree that any action brought by Franchisor to enforce the Franchise Agreement or this Guaranty shall be brought within the state of North Carolina in the judicial district in which the Franchisor has its principal place of business and do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

Guarantors acknowledge that this guaranty may be executed and delivered by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) and shall be effective as a manually executed original counterpart hereof.

IN WITNESS WHEREOF, each of the above Guarantors has executed this Guaranty and affixed his/her seal by adopting the word "SEAL" adjacent to his/her signature, as of _____.

_____ [SEAL]
_____, jointly and severally

_____ [SEAL]
_____, jointly and severally

EXHIBIT E

**GOLDEN CORRAL CORPORATION STORE BACK OFFICE
SOFTWARE LICENSE AGREEMENT**

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

PO Box 29502 • Raleigh, NC 27626 • (919) 881-4432 • Fax: (919) 881-5226

GOLDEN CORRAL CORPORATION Store Back Office SOFTWARE LICENSE AGREEMENT

AGREEMENT by and between Golden Corral Corporation, PO Box 29502, Raleigh, North Carolina 27626, "Licensor", and «Company_Name_1» "Licensee".

1. License

In accordance with the terms herein, Licensor grants to Licensee, and Licensee accepts from Licensor, a perpetual non-exclusive and non-transferable license to use the current version of Licensor's Software. A description of the Software System is attached as Schedule A. Each site license purchased will grant usage on any and all computers at that site, but each site license will be assigned a license number equal to the store number, or if not a store number then a number provided to Licensor by Licensee.

The Software shall initially be used only on equipment and at location(s) identified in Schedule B as "Store Site or Data Processing Centers." Use of the Software may be subsequently transferred to Store Sites or Data Processing Centers maintained by Licensee at other locations, provided (1) the total number of Store Sites or Data Processing Centers at which the Software is used by Licensee does not exceed the number of Store Sites or Data Processing Centers specified in Schedule B, and (2) Licensee provides the Licensor with written notice of such transfer and the locations of the Store Sites or Data Processing Centers from which and to which the Software is transferred. The Software shall be used only for the processing of Licensee's own business, which shall include servicing, and maintaining records on behalf of, its customers and clients. Licensee shall not: (1) permit any third party to use the Software, (2) use the Software in the operation of a service bureau, or (3) allow access to the licensed Software through terminals located outside Licensee's business premises. A license may be temporarily transferred to back-up equipment if the particular Store Site or Data Processing Center's equipment is inoperative.

2. Copies

The license(s) granted herein include(s) the right to copy the Software in non-printed, machine readable form in whole or in part as necessary for Licensee's own business use. In order to protect Licensor's trade secret and copyrights in the Software, Licensee agrees to reproduce and incorporate Licensor's trade secret or copyright notice in any copies, modifications or partial copies. Licensee shall maintain no more than three (3) copies of object code for the Software for each Data Processing Center or Store Site at any time.

3. Price and Payment

Licensee shall make payment to Licensor or Sales Agent for the Software License pursuant to the fees and payment terms set forth in Schedule C. If any sum due hereunder remains unpaid ten (10) days after its due date, Licensee shall pay a late fee of twenty-five dollars (\$25.00) for each such late payment, and all such past due sums shall accrue interest at one and one-half percent (1½ %) per month or the maximum rate permitted by law, whichever is less, until paid.

4. Software and Ownership

Licensor represents that it is the owner of the Software and all portions thereof and that it has the right to modify same and to grant Licensee a license for its use.

5. Intent to Cooperate

Both Licensor and Licensee acknowledge that successful implementation of the Software pursuant to this License Agreement shall require their full and mutual good faith cooperation, and Licensee acknowledges that it shall timely fulfill its responsibilities, including but not limited to those set forth below.

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

PO Box 29502 • Raleigh, NC 27626 • (919) 881-4432 • Fax: (919) 881-5226

6. Title to Software Systems and Confidentiality

The Software and all programs developed hereunder and all copies thereof are proprietary to Licensor and title thereto remains in Licensor. All applicable right to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Licensee's request are and shall remain in Licensor. Licensee shall not sell, transfer, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. All copies made by Licensee of the Software and other programs developed hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of Licensor. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement.

Pursuant to its obligation to secure and protect the Software from any violation of this Agreement, Licensee agrees to take such reasonable and prudent actions as may be requested by Licensor in order to assure Licensor that adequate security has been established.

Licensee further acknowledges that Licensee shall not modify the Software without the prior written consent of Licensor. Such modification of software shall not create in Licensee any right, title or interest in the Software, or in patents, copyrights, trademarks or trade secrets in the Software, and Licensee shall be required to disclose such modifications to Licensor.

7. Acceptance

The Software shall be deemed to have been accepted when it passes Licensor's standard test procedures on equipment approved by Licensor pursuant to 15 below, and Licensee has accepted the Software as operational.

8. Use and Training

Licensee shall limit the use of the Software to its employees who have been appropriately trained. Licensor shall make training for the Software available to Licensee pursuant to its standard training procedures. Training shall be provided pursuant to the fees and payment terms in Schedule D.

9. Warranty

(a) Licensor warrants that the Software will conform, as to all substantial operational features, to Licensee's current published specifications when installed and will be free of defects which substantially affect system performance.

(b) The Licensee must notify Licensor in writing, within ninety (90) days of delivery of the Software to the Licensee and acceptance of the Software by Licensee as operational (not including delivery of any subsequent modifications to the Software), of its claim of any such defect. If the Software is found defective by Licensor, Licensor's sole obligation under this warranty is to remedy such defect in a manner consistent with Licensor's regular business practices.

(c) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVER, USE OR PERFORMANCE OF THE SOFTWARE SYSTEMS.

(d) If any modifications are made to the Software by Licensee during the warranty period, except as provided in Section 6 hereof, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to Licensee's error or system changes shall be billed at Licensor's standard time and material charges.

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- (e) Licensee agrees that Licensor's liability arising out of contract, negligence, strict liability in tort or warranty shall not exceed any amounts payable by Licensee for the Software identified above.

10. Indemnity

Licensor at its own expense will defend any action brought against Licensee to the extent that it is based on a claim that any software system used within the scope of his License Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is immediately notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure that right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable Licensor may discontinue the license granted herein on one month's written notice and refund to Licensee the unamortized portion of the license fees hereunder (based on four years straight line depreciation, such depreciation to commence on the date of this Agreement). The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Software or any parts thereof.

11. Termination

Licensor shall have the right to terminate this agreement and license(s) granted herein:

- (a) Upon ten days written notice in the event that Licensee, its officers or then current employees violates any provisions of this License Agreement including, but not limited to, confidentiality and payment;
- (b) In the event Licensee (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or State statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

In the event of termination by reason of the Licensee's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right, at any time, to terminate the license(s) and take immediate possession of the Software and documentation and all copies wherever located, without demand or notice. Within five (5) days after termination of the license(s), Licensee will return the Licensor the Software in the form provided by Licensor or as modified by the Licensee, or upon request by Licensor destroy the Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality of the Software. Without limiting any of the above provisions, in the event of termination as a result of the Licensee's failure to comply with any of the obligations under this License Agreement, the Licensee shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable remedies available to Licensor.

12. Taxes

Licensee shall, in addition to the other amounts payable under this License Agreement, pay all sales and other taxes, federal, state, or otherwise however designated, which are levied or imposed by reason of the transactions contemplated by this License Agreement excluding taxes on income. Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

13. Hardware Requirements

Licensee shall make available for the Software implementation during the warranty period, at each location listed in Schedule B, computer equipment and software configurations approved by Licensor as adequate for such implementation at such location.

GOLDEN CORRAL CORPORATION

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14. **Licensed Locations**
Use of the Software by the Licensee at any location other than those described or permitted above in paragraph 1 shall be the basis for immediate termination of this License Agreement. Termination of the License Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.
15. **Custom Modifications**
Licensor is under no obligation to make any custom modifications to the Software. All custom modifications to the Software shall be undertaken by Licensor at the agreed upon rate set forth in written agreement. For each custom modification requested, Licensee shall provide written specifications to Licensor, which shall be mutually agreed upon prior to commencement of such custom modification effort.
16. **General**
- (a) Each party acknowledges that it has read this Agreement, it understands it, and agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
 - (b) Dates or times by which Licensor is required to make performance under this license shall be postponed automatically to the extent that Licensor is prevented from meeting them by causes beyond its reasonable control.
 - (c) This Agreement and performance hereunder shall be governed by the laws of the State of North Carolina.
 - (d) All claims, disputes and other matters in question between the parties to this Agreement shall be decided by arbitration in accordance with the applicable rules of the American Arbitration Association unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include any additional person not a party to this Agreement except by written consent signed by each of the parties and by any other person sought to be joined. Such arbitration shall be determined and settled in Raleigh, North Carolina, and any award rendered therein shall be final and binding on each and all of the parties hereto and their successor or assigns, and judgment may be entered thereon in any court having jurisdiction thereon.
 - (e) No action, regardless of form, arising out of this Agreement may be brought by Licensor or Licensee more than two years after the cause of action has arisen except that Licensor may enforce its rights as to all proprietary rights in the Software at any time.
 - (f) If any provision of the Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.
 - (g) The Licensee may not assign or sub-license, without the prior written consent of Licensor, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.
 - (h) If either party institutes legal action to enforce this Agreement or any term or provision hereof, the prevailing party shall save the right to collect from the other party its reasonable expenses incurred in enforcing this Agreement including attorney's fees.
 - (i) The waiver or failure of Licensor or Licensee to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
 - (j) Each party acknowledges that this Agreement may be executed by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) shall be effective as delivery of a manually executed original counterpart hereof.

[Signature page follows]

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

PO Box 29502 • Raleigh, NC 27626 • (919) 881-4432 • Fax: (919) 881-5226

Licensors:

Golden Corral Corporation

PO Box 29502

Raleigh, NC 27626

Licensee:

«Company_Name_1» «Company_Name_2»

«Address_1» «Address_2»

«City», «State» «Zip»

By: *Richard Morris*

Title: VP of Information Technology

Date: April 10, 2022

By: _____

Title: _____

Date: _____

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

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SCHEDULE A

Description of the GC Back Office Software System

The software currently provides Daily Sales, Menu Mix, Monthly Sales Recaps, Inventory Reporting, Invoice Entry, and Buffet Production.

SCHEDULE B

Equipment/Location Descriptions

- One Dell Personal Computer and Monitor
- One Report Printer
- One Modem

Store

Location

«Store_No»

«Location»

SCHEDULE C

Fees and Payment Terms

The Golden Corral Back Office software is provided at no additional charge.

SCHEDULE D

Training and Installation Fees

All training and Installation Fees will be billed at the following rates:

\$50 per hour for Training/Installation Services

\$500 per day minimum while on site at Licensee's location

Licensee will pay all expenses for motor vehicle/airline travel, lodging rental car and food.

Such fees will be due and payable ten (10) days from completion of Training/Installation.

Note: Fees are reviewed annually and are subject to change.

EXHIBIT F

**PERSONAL COMPUTER BACKOFFICE INSTALLATION
AND TRAINING SUPPORT AGREEMENT**

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

PO Box 29502 • Raleigh, NC 27626 • (919) 881-4514 • Fax: (919) 881-5226

Personal Computer BackOffice Installation and Training Support Agreement For Golden Corral Franchise Locations

Golden Corral Corporation (“Licensor”) will provide the following support for Franchisees of Golden Corral Franchising Systems, Inc. who elect to install the Golden Corral BackOffice Personal Computer System (each, a “Licensee”). This agreement covers all Franchise locations listed on Schedule A and all future Addendums to Schedule A.

Installation/Training

- Licensee shall have conduit installed from between each Point-of-Sale device, kitchen printer and timeclock to PC location in manager’s office. Licensee must have dedicated electrical circuits installed for each piece of equipment.
- Licensor will ship equipment cables to Licensee’s site at least two weeks prior to scheduled opening date.
- Licensee shall have cables pulled through conduit to each equipment location.
- Licensor will ship the following equipment to the Licensee’s site at least five days prior to scheduled opening date if purchased from Licensor: Personal Computer, Printer, Modem, UPS, Timeclock.
- An Installer Technician will install the equipment listed above and train Licensee at the store site based upon a schedule agreeable to both parties.

Fees. Licensee will be billed at the following rates:

- \$50/hour for Training/Installation services
- \$500/day minimum while on site at Licensee’s location
- Licensee will pay all expenses for motor vehicle/airline, travel, lodging, rental car and food.
- Such fees will be due and payable ten (10) days from completion of Training/Installation.

Note: Fees are reviewed annually and are subject to change. This Agreement may be executed by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in “pdf” or “tif” format) shall be effective as delivery of a manually executed original counterpart hereof.

LICENSOR:

Golden Corral Corporation
PO Box 29502
Raleigh, NC 27626

By: _____

Title: _____

Date:

LICENSEE:

Franchise Entity
Franchisee
Address
City, State Zip

By: _____

Title: _____

Date:

EXHIBIT G

**PERSONAL COMPUTER BACKOFFICE SOFTWARE
AND HARDWARE SUPPORT AGREEMENT**

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

5400 Trinity Road, Suite 309 • Raleigh, NC 27607 • (919) 881-4514 • Fax: (919) 881-5226

PERSONAL COMPUTER BACKOFFICE SOFTWARE AND HARDWARE SUPPORT AGREEMENT FOR GOLDEN CORRAL® RESTAURANT FRANCHISE LOCATIONS

This Agreement is made between Golden Corral Corporation ("GCC") and the undersigned Golden Corral® restaurant franchisee ("User"). This Agreement is effective as of the date signed by User (the "Effective Date") and with respect to each of the franchised Golden Corral® restaurant locations (the "Covered Locations") set forth in Schedule "A" attached or on any Addendum to Schedule "A" executed during the term of this Agreement.

1. Definitions. As used in this Agreement, the following definitions shall apply:

- (a) "Software" shall mean the computer program(s), in object form, licensed to User by GCC as part of the Golden Corral Back Office software package designed for use solely in connection with the operation of a Golden Corral® restaurant at each Covered Location.
- (b) "Designated Equipment" shall mean only the central processing unit and associated equipment purchased by User from Coastal Equipment Company, a division of GCC, for use in a Covered Location, as more fully designated on Schedule "A".
- (c) "Specifications" shall mean the functional specifications for the Software in existence as of the date of this Agreement, or any other supplement or upgrade of the Specifications furnished by GCC during the term of this Agreement.
- (d) "Errors, Malfunctions and Defects" shall mean the failure or inability of the Software to perform any material function set forth in the Specifications when such Software is used on the Designated Equipment.

2. GCC Support. GCC will provide the following services during the term of this Agreement:

A. Software Support:

1. Assisting User to diagnose Errors, Malfunctions and Defects when the Software is used with the Designated Equipment;
2. Technical services to User to attempt to correct diagnosed Errors, Malfunctions or Defects;
3. Technical services to User to keep the Software compatible with the then current version of the Designated Equipment if User elects to adopt and use such new equipment; and
4. Technical services to make enhancements, modifications and additions to the Software upon release by GCC of such enhancements for use with the Designated Equipment.

B. Software Enhancements: Provided that User continues to be a subscriber under this Agreement and is a licensee of the Software from GCC, GCC will make available to User all enhancements, modifications and additions to the Software which have been adopted for use by GCC in its company-operated Golden Corral® restaurants, provided that User then uses or agrees to make additions or modifications to the Designated Equipment as necessary to make such enhancements, modifications or additions compatible with the Designated Equipment then in use by User. In connection therewith, GCC will make available to User all training programs developed by GCC in connection with the Software and any enhancements, modifications and additions.

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

5400 Trinity Road, Suite 309 • Raleigh, NC 27607 • (919) 881-4514 • Fax: (919) 881-5226

- C. Hardware Depot Support: GCC will, subject to the conditions described below, provide overnight replacement of any of the following items of equipment:

- Personal Computer components, including CPU, keyboard, monitor;
- Report Printer;
- Modem;
- UPS;
- Time clock.

GCC will replace equipment only (1) if such equipment was originally purchased by User from GCC and has been continuously maintained by User under this Agreement or a prior agreement between User and GCC, or GCC has accepted such equipment in writing as being subject to this Agreement, and (2) where such equipment fails in ordinary use and not as a result of its damage or destruction.

Any item of replacement equipment will be shipped by GCC to the Covered Location shown in Schedule "A", or if this Agreement includes more than one Covered Location, to the Covered Location designated by User, by means of FedEx or other similar means of overnight delivery as soon as reasonably possible.

Any item of equipment to be replaced by GCC will be replaced with another item of the same model and description from GCC's replacement equipment pool. Such replacement item will be either new or an item which has been repaired according to the original manufacturer's specifications for such equipment and will be in good order and repair. GCC will arrange for the inoperable item of equipment to be repaired upon its receipt by GCC, and the cost of such repair will be billed to User (subject to any applicable manufacturer's warranty covering such item and defect). Following repair, such item will be retained by GCC in its replacement equipment pool, and the replacement item of equipment shipped to User will be retained by User.

3. Duties of User.

- A. Information and Access. User will provide GCC, its employees, agents and representatives with all information, documentation and technical assistance and such access to the Designated Equipment as GCC may reasonably require in order to perform its duties under this Agreement. GCC will be relieved of any obligation to perform its affected duties under this Agreement if User is unable or otherwise fails to provide GCC with any of the foregoing.
- B. PC Analyst Assistance. In the event that User requests a PC Analyst to provide on-site assistance for support of the Software, User will notify GCC of such request and will provide access as necessary for the analyst to provide such assistance.
- C. Replacement of Equipment. In the event that User requests and receives any replacement equipment from GCC under the Hardware Support provisions of this Agreement, User will ship the item of equipment being replaced by GCC to GCC's offices at 5400 Trinity Road, Suite 309, Raleigh, North Carolina 27607, or such other address as GCC shall designate, by FedEx or other similar overnight shipping service, within seven (7) days following the receipt by User of the replacement item of equipment. If User does not ship such item to GCC within such seven (7) day period, User acknowledges that GCC will refuse to accept such item and User will be charged the full replacement cost of the replaced item.

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- D. Operating System and Hardware Modifications. User acknowledges that the Software is designed for use with specific hardware components included in the Designated Equipment, and using specified operating systems for the operation of software programs. User further acknowledges that changes in the Designated Equipment or in any operating system may adversely affect the ability to use the Software or may cause the Software to become inoperable. User will not make any changes in the Designated Equipment or any operating system without the prior written approval of GCC.

4. Fees and Taxes. In consideration for the services to be provided by GCC pursuant to this Agreement, User will pay the following amounts to GCC in the following manner (all of which fees and charges shall be subject to adjustment by GCC at each renewal date of this Agreement):

- A. Annual Service Fee. User will pay to GCC the Annual Service Fee set forth in Schedule "B". In the event that the Effective Date of this Agreement is other than January 1, the Annual Service Fee set forth in Schedule "B" will be prorated for the period from the Effective Date to the last day of the year.
- B. On-Site Service Fee. In the event that User requests the services of a PC Analyst to assist on-site at a Covered Location, User will pay for all such services at the rates shown on Schedule "B", including all expenses incurred by such analyst for motor vehicle/airline travel, lodging, rental car and meals of the analyst while traveling to and from or on-site at the Covered Location.
- C. Equipment Repair and Replacement Charges. For each item of equipment replaced and/or repaired by GCC for the benefit of User under this Agreement, User shall pay to GCC the following amounts:
1. The actual cost of repair of the inoperable item based on the repair invoice received by GCC from any third party making such repairs, after first crediting for any repair charge or expense covered by any available manufacturer's warranty, provided that if the cost of such repair exceeds the replacement cost of such item, the maximum charge will be the replacement cost;
 2. In the event User fails to ship the item of equipment replaced by GCC to GCC within seven (7) days of receipt by User of the replacement item, User will pay to GCC the replacement cost of the item (and User will not be required to deliver, nor shall GCC be required to accept, the inoperable item.)
- D. Taxes. User will pay all taxes based on or in any way measured by this Agreement or any services related to this Agreement, excluding taxes on GCC's net income.
- E. Payments. The Annual Service Fee due under this Agreement will be due on the 1st day of January or if the Effective Date is a date other than January 1, on date of first execution. The Annual Service Fee for any renewal year will be due and payable on or before the 1st day of January for each year. The fee for on-site support or for any training services requested by User will be due and payable ten (10) days following completion of such support or training. GCC will provide an invoice in reasonable detail of all such service charges, including expenses incurred by any analyst and payable by User.

5. Term, Renewal and Termination

- A. Term. The initial term of this Agreement will begin on the Effective Date and continue to the last day of the calendar year.

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B. Renewal. Unless GCC advises User that GCC is unwilling to renew this Agreement, this Agreement may be renewed on an annual basis by payment by User of the full then current Annual Service Fee not later than January 1st of the renewal year and execution of any renewal agreement required by GCC.

C. Termination.

1. By User. User may terminate this Agreement at any time by giving GCC not less than forty-five (45) days advance written notice. In the event of termination by User, GCC shall refund to User the unused portion of the Annual Service Fee (if User received an annual payment discount, the portion of the fee deemed used will be based on the undiscounted fee), less any amounts then due and payable by User to GCC as of the termination date.
2. By GCC. GCC may terminate this Agreement upon written notice to User (i) in the event any payment due from User remains past due more than thirty (30) days after its due date (in which case User shall not be entitled to a refund of any portion of the unused Annual Service Fee); (ii) in the event User makes any changes in the Designated Equipment or any operating system, or makes any modifications to the Software, without the prior written approval of GCC; (iii) in the event the license held by User to use the Software is terminated; or (iv) if User is otherwise in default of this Agreement and fails to cure such default within thirty (30) days following written notice from GCC. Upon any termination of this Agreement by GCC other than for a default under item (i) above, GCC will refund the unused portion of the Annual Service Fee in the manner described in section (1) above for the period 45 days after the termination date to the balance of the year.

6. ***Negation of Warranty; Limitation of Liability.*** GCC DOES NOT WARRANT THE SERVICES PROVIDED UNDER THIS AGREEMENT, OR THAT ANY OR ALL ERRORS, MALFUNCTIONS OR DEFECTS CAN OR WILL BE CORRECTED. ALL CORRECTIONS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE. EXCEPT FOR LIABILITY FOR PERSONAL INJURY, GCC SHALL NOT BE LIABLE TO USER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY SERVICES PERFORMED BY GCC UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA OR SOFTWARE, INABILITY OF GCC TO CORRECT ANY ERRORS, MALFUNCTIONS OR DEFECTS, OR ANY DELAY OF GCC IN PERFORMING ANY SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL GCC BE LIABLE TO USER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF GCC HAS BEEN ADVISED OF THE POSSIBILITY OR SHOULD HAVE KNOWN OF SUCH DAMAGES. GCC'S LIABILITY TO USER, IF ANY, SHALL NOT EXCEED THE TOTAL ANNUAL SERVICE OR OTHER FEES PAID BY USER TO GCC UNDER THIS AGREEMENT.

7. ***Miscellaneous.***

A. Amendment. This Agreement constitutes the entire Agreement of the parties relating to the subject matter of this Agreement. This Agreement may be amended only by a writing executed by an authorized representative of each party. Schedule "B" may be amended annually by GCC providing a written notice to User prior to December 1 of each year setting forth any adjustments in the fees chargeable for the following year. Schedule "A" may be amended at any time so long as User is not in default under this Agreement or any other agreement between User and GCC or its affiliates, by User executing and delivering a revised Schedule "A" and paying the prorated amount of the Annual Service Fee with respect to any restaurant to be added as a Covered Location; and upon any termination of this Agreement by User as to any one or more Covered Locations Schedule "A" will be deemed amended accordingly.

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- B. Assignment. GCC may assign its rights and obligations under this Agreement to another service provider at any time upon written notice to User. User may not assign this Agreement to any other party except upon a transfer of the Franchise Agreement between User and Golden Corral Franchising Systems, Inc. for the Covered Location, which assignment will be permitted only to the transferee and only if this Agreement is not then in default.
- C. Notice. Any notice called for or permitted under this Agreement shall be in writing directed to GCC at the address set forth below, attention Director, MIS, or to User at the address set forth below or such other address as either party shall furnish the other by written notice, and may be given by U.S. mail sent certified and return receipt requested, or by other means of direct delivery such as FedEx or other service, which shall be deemed complete upon delivery or when attempted delivery is refused.
- D. Governing Law. This Agreement will be interpreted under the laws of the State of North Carolina.
- E. Electronic Signature and Delivery. GCC and User acknowledge that this Agreement may be executed by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) shall be effective as delivery of a manually executed original counterpart hereof.

Accepted on behalf by:

GCC:

Golden Corral Corporation
5400 Trinity Road, Suite 309
Raleigh, NC 27607

User:

«Company_Name_1» «Company_Name_2»
«Address_1» «Address_2»
«City», «State» «Zip»

By: *Richard Morris*

Title: VP of Information Technology

Date: April 10, 2022

By: _____

Title: _____

Date: _____

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

5400 Trinity Road, Suite 309 • Raleigh, NC 27612 • (919) 881-4432 • Fax: (919) 881-5226

SCHEDULE B Fees

The following fees are effective for service agreements effective January through December:

1. **ANNUAL SERVICE FEE: \$800.00 per covered location.** If this Agreement becomes effective after January 1st, the Annual Service Fee will be prorated from the Effective Date to December 31, payable in advance.
2. **ON-SITE SUPPORT:**
 - **\$50.00 Per hour, MINIMUM \$500.00 PER DAY ON-SITE**
 - **Motor vehicle/airline travel, lodging, rental car and food at cost**
3. **REPAIR CHARGES: At Cost**

EXHIBIT H

**COASTAL EQUIPMENT COMPANY'S EQUIPMENT PURCHASE
AND SALE AGREEMENT**

COASTAL EQUIPMENT COMPANY

(910) 347-6161
FAX (910) 347-3751

130 Coastal Lane
Jacksonville, NC 28546-1375

April 25, 2023

XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
Ph: XXXXXXXXXXXX

Re: Golden Corral Restaurant # FXXXXXXXXXXXXXXXXX

Dear XXXXXXXXXXXX:

Please find enclosed the Equipment Purchase and Sale Agreement, which reflects the items and prices as identified on Exhibit A for the above referenced location.

Please execute the Equipment Purchase and Sale Agreement in the appropriate area as marked. We may elect to have you sign electronically via Adobe Sign or DocuSign. If you do not electronically sign, please return the executed agreement by fax or email to Coastal, along with your deposit of **\$XXXXXXX**. Such deposit is a preliminary estimate of the Equipment and project costs, and the total actual cost may vary as described in the Equipment Purchase and Sale Agreement. **Payment terms are certified check, company check, or wire transfer.** Upon receipt of the agreement signed by you, I will execute a copy and have it returned to you. Wire transfer instructions are as follows:

Wells Fargo Bank, N.A.
ABA # 121000248
1525 WT Harris Blvd., Charlotte, NC 28288-0001
For the Jacksonville, N.C. Office
Credit the account of Coastal Equipment Company, account # 2041820054073

Sincerely,

David Conklin
Chief Development Officer

DC/seg
Enclosures

EQUIPMENT PURCHASE AND SALE AGREEMENT

This is an agreement made and entered into as of XX day of XXXX 2022 by and between Coastal Equipment Company (a Division of Golden Corral Corporation) having its office and principal place of business at 130 Coastal Lane, Jacksonville, North Carolina 28546 ("Seller" or "CEC") and XXXXXXXXXXXXXXXXXX having an address of XXXXXXXXXXXXXXXXXXXX, XXXXX, XX XXXXX ("Buyer").

In consideration of the promises, covenants and conditions contained in this Agreement, the parties hereto agree as follows:

1. Sale of Equipment. Seller agrees to sell and Buyer agrees to purchase the equipment listed in Exhibit "A" attached (the "Equipment"), upon the terms and conditions contained in this Agreement.

2. Purchase Price and Payment.

(a) *Purchase Price*: The purchase price to be paid by Buyer to Seller for the Equipment is the sum of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX and XX/100 Dollars (\$XXXXX.XX U.S.) (the "Purchase Price"), plus all applicable sales or similar taxes due, as stated in Exhibit "A" and any subsequent adjustment as described in this section. The Purchase Price shall be adjusted upon (1) any increase in the price charged to CEC by any vendor or manufacturer of any item of Equipment announced after the date of execution of this contract and the date of final invoicing and/or (2) any subsequent changes to the Equipment agreed to in writing by Buyer and Seller and/or (3) any increase due to changes to the Golden Corral® concept and/or changes precipitated by items present on the architectural drawings, but not listed in Exhibit A. The Final Purchase Price will be established by a final invoice with any sums remaining unpaid becoming due ten (10) days after final invoicing.

(b) *Purchase Price FOB Point of Origin, Freight Prepaid and Add*: The Purchase Price is "FOB Point of Origin" for delivery to the address specified below in Section 3 as the Destination. Unless otherwise agreed in writing, the Purchase Price does not include freight charges which must be prepaid by Buyer.

(c) *Terms of Payment*:

(1) Upon Buyer's execution of this Agreement, Buyer shall pay to Seller a cash deposit of \$XXXXXX.XX in cash in immediately available funds of the United States of America, which deposit may be refundable only if Seller materially breaches this Agreement.

(2) Any update or modifications to balance of the Purchase Price shall be paid in cash to Seller ten (10) business days before the Final Shipment Date agreed to by Seller and Buyer. If such cash payment is not timely received, Seller may delay or cancel any further shipments until payment is received and accepted.

At least ten (20) days prior to each shipping date, Seller shall notify Buyer, by telephone or in writing of the anticipated shipment date and the amount due with respect to the items of Equipment to be shipped. Buyer shall pay to Seller the unpaid portion of the Purchase Price with respect to such items of Equipment specified by Seller, in cash or in immediately available funds of the United States of America, not less than five (10) days prior to the shipment date.

All payments shall be made by official, certified or cashier's check and received by Seller at Seller's address above, provided that payments may be made by wire transfer or other method if pre-approved by Seller in writing.

(d) *Late Payments:* In the event that Buyer fails to pay any sum due hereunder when due, the portion of the unpaid Purchase Price then due shall thereafter accrue interest at the rate of one and one half percent (1.5%) per month on the unpaid amount, or such lesser amount as equals the maximum interest rate allowed by law, until paid. In addition, Buyer shall pay to Seller a late payment charge of One Hundred Dollars (\$100.00), together with any and all costs of collection of such past due amounts, including reasonable attorneys' fees.

3. Delivery, Transfer of Title and Risk of Loss. Buyer and Seller shall agree in writing within thirty (30) days after the date of this Agreement to a delivery schedule with respect to the Equipment. Based upon such schedule, Seller shall advise Buyer of the "Final Shipment Date" upon which Seller anticipates the substantial majority of the Equipment will be shipped, subject to delays beyond the reasonable control of Seller or as otherwise agreed to in writing by the parties at a later date.

The sale and purchase of the Equipment is FOB Point of Origin, Freight Prepaid and Add, in which case title and risk of loss of such Equipment shall transfer to Buyer, shall occur with respect to each item of Equipment specified in Exhibit "A" on the date such Equipment is loaded on a common carrier or upon Seller's truck at either Seller's warehouse or, with respect to Equipment to be delivered directly from the manufacturer, at the manufacturer's shipping facility.

Shipment shall be made at Buyer's expense to Buyer's address described above, or, if the delivery location is different from above, to the following address:

Golden Corral #FXXXX
XXXXXXXXXXXXXXXX

which shall be referred to herein as the "Destination."

In no event shall such delivery be required to a Destination outside of the continental United States of America, and if installation is to occur outside of the continental United States of

America, Buyer shall have the sole responsibility to arrange and pay for any shipment from the Destination to the final location for installation and to off-load all Equipment following shipment. Buyer shall advise Seller in writing of the final destination for purposes of installation.

4. Buyer's Responsibilities. Buyer shall perform the following prior to delivery of the Equipment:

(a) *Preparation of Improvements*. Buyer shall prepare the building improvements in accordance with plans and specifications which accommodate the placement of the Equipment, including the installation with respect to each item of Equipment of all necessary utility hook-ups, which shall be completed prior to the scheduled date of delivery. Buyer shall furnish to Seller a schedule showing the anticipated completion date, and Buyer and Seller shall agree upon anticipated dates of delivery and installation.

(b) *Access to Facility and Storage*. Buyer agrees that Seller shall have complete use of and unrestricted access to the building at the installation site at all times necessary for the placement of the Equipment. Buyer further agrees to: (i) remove all obstacles, waste or debris from the installation site which may affect Seller's ability to install the Equipment, (ii) provide adequate storage at the installation site for all items of Equipment which cannot be immediately placed, and (iii) provide all necessary lighting, and a safe working area as necessary during installation.

(c) *Disposal of Scrap*. During placement of equipment, Buyer shall provide all necessary receptacles and shall arrange for the disposal of all remnants or waste resulting from the placement of the Equipment.

(d) *Utility Connections*. Buyer acknowledges that Seller does not make any utility connections for the Equipment, except with respect to any computer processing unit hardware if specified in a separate agreement between Buyer and Seller. Following placement of the Equipment per the plans by Seller, Buyer shall arrange for appropriate utilities contractors or other service providers to make all final utility connections to the Equipment and: (1) turn on all electrical breakers and verify that the correct current is being supplied to the Equipment pursuant to the Equipment manufacturers' specifications; (2) ensure that all water lines have been properly flushed so as to remove any dirt, grit or other debris trapped within such lines during construction; (3) complete adequate bleeding of air from all gas lines to be connected to any item of Equipment and light all pilots; and (4) ensure that all related plumbing and drain or waste connections are adequate and meet the manufacturers' specifications for the Equipment.

5. Placement of Equipment. To the extent applicable, Seller shall, as part of the Purchase Price, provide the physical placement of the Equipment (but not utility connections) in the locations specified on the building plans. Seller shall have no responsibility for failure of Buyer to construct the facility in accordance with such

specifications, nor to make any modifications to the building to accommodate any such Equipment.

6. Inspection of Equipment. Upon delivery of each item of equipment to the Destination, Buyer or Buyer's representative shall inspect the Equipment, and shall bring any apparent physical damage to the external packaging for any such Equipment to the attention of Seller or Seller's representative. In the event that Buyer accepts the Equipment at the Destination for further shipment by Buyer to another location, Buyer assumes all risk of loss or damage to the Equipment in transit after delivery to the Destination.

Following installation and prior to use by Buyer, Buyer or an authorized representative of Buyer shall make a final inspection of the Equipment. During such inspection, any damage to the Equipment shall be noted in writing and notice of such damage shall be immediately provided to Seller.

Following installation of the Equipment and after Buyer or Buyer's representative has completed all necessary utility hook-ups, Seller shall, with Buyer or an authorized representative of Buyer, make a final inspection of the Equipment to verify its proper operation.

Seller's sole obligation in connection with any damaged Equipment or any item of Equipment found not to be operating properly following installation and connection of utilities, shall be, with respect to items damaged in transit, to assist Buyer in filing or pursuing any claim against the carrier if other than Seller, or for Equipment damaged in transit by Seller, at Seller's option to replace or repair such Equipment, or to arrange for the repair or replacement of such Equipment by the manufacturer at the earliest practicable date. Buyer's sole right to reject any Equipment shall be the right to reject any item of Equipment that will not operate properly, causing such item to malfunction, subject to Seller's rights to repair such Equipment. Seller has no obligation or liability with respect to Equipment damaged during shipment by Buyer to another location following delivery of such Equipment to the Destination shown herein.

7. Limitation of Warranties and Liabilities; Assignment of Manufacturers' Warranties.

(a) DISCLAIMER OF WARRANTIES: SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY OF THE EQUIPMENT, AND DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE SELLER'S PART. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE EQUIPMENT. SELLER'S SOLE OBLIGATION IS THE DELIVERY AND INSTALLATION OF THE EQUIPMENT IN ACCORDANCE WITH THIS AGREEMENT, AND THE BUYER TAKES THE EQUIPMENT "AS IS," "WITH ALL FAULTS," AND WITH THE UNDERSTANDING THAT SELLER MAKES NO OTHER WARRANTIES WHATSOEVER REGARDING THE EQUIPMENT.

(b) *Assignment of Manufacturers' Warranties:* Seller shall, as of the date of shipment of each item of Equipment, assign to Buyer all of its rights and interest in the warranties, if any, provided by the manufacturer of each item of Equipment, and shall, with respect to new Equipment, use its best efforts to cause Buyer to be shown as the original Buyer of such Equipment from the manufacturer.

(c) *Limitation of Damages:* If Buyer or Seller brings any action, suit or proceeding at law or in equity pursuant to this Agreement, no cause of action by Buyer or Seller shall include a claim, nor may recovery be had, against Buyer or Seller for any punitive, incidental or consequential damages, including but not limited to damages to property, for loss of use, loss of time, loss of profits or income.

No action at law or in equity shall be maintained by Buyer against Seller for Seller's alleged breach of this Agreement and/or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred hereunder by Seller, unless (I) Buyer notifies Seller in writing at the address specified in this Agreement within thirty (30) days from the date of such alleged breach or violation, and provided Seller does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (II) such action at law or in equity is commenced by Buyer within one (1) year from the finish date of the placement of equipment by Seller described herein with respect to such item of Equipment to which such claim relates.

8. Computer Hardware or Software Point of Sale Equipment. If the Equipment description in Exhibit "A" includes reference to any computer hardware or software, the obligation of Seller to deliver such Equipment shall be specifically conditioned upon the execution by Buyer, if applicable, of an appropriate Software License Agreement, Personal Computer Back Office Annual Support and Maintenance Agreement, and/or Personal Computer Back Office Installation and Training Support Agreement between Buyer and Golden Corral Corporation. Buyer shall execute and deliver to Seller a true copy of each such agreement prior to the date of scheduled delivery of such items of Equipment, failing which Seller shall have no further obligation to deliver such items of Equipment, and the purchase price therefore shall be deducted from the total Purchase Price of Equipment hereunder.

9. Seller's Security Interest. In the event that Buyer has failed to make final payment to Seller of the Purchase Price with respect to any item of Equipment, or in the event of any adjustment to the Purchase Price not paid by Buyer prior to the date of shipment, upon any shipment by Seller to Buyer prior to receipt of payment, Seller shall be deemed to have retained a purchase money security interest in such items of Equipment for the sum of its Purchase Price plus any related costs to Seller in connection with the sale hereunder. A copy of this Agreement may be filed on Seller's behalf in appropriate state and local public records, at any time after execution hereof by Buyer, as a financing statement for purposes of perfecting Seller's security interest in the Equipment, provided that Seller agrees to file an appropriate release of Seller's security interest upon payment in full by Buyer.

10. Miscellaneous.

(a) *Risk of Loss.* Risk of loss or damage, as well as title, to the Equipment shall pass to Buyer as to each item of Equipment when such item is loaded on a common carrier or Seller's or manufacturer's truck for delivery.

(b) *Assignment and Delegation.* Seller may assign its obligations or duties hereunder to another party, including a manufacturer or manufacturer's representative, as to all or any portion of the Equipment. Buyer shall not, by operation of law or otherwise, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest, right or duty in or under this Agreement without the express written consent of Seller.

(c) *Joint and Several Liability.* In the event this Agreement is entered into by two or more Buyers, then the obligations and duties of Buyers shall be enforceable against any one or more of them jointly and severally, and notice to any one Buyer shall constitute notice to all. Further, if there is more than one Buyer, the acceptance of any item of Equipment by any one Buyer shall be deemed binding and enforceable against all such Buyers. If executed by two or more Buyers, Seller has relied upon Buyers' acknowledgment of their joint and several liability in entering into this Agreement.

(d) *Governing Law, Jurisdiction.* Buyer represents that the Equipment being purchased hereunder is purchased for business purposes only, and under no circumstances shall this Agreement be construed as a consumer contract. This Agreement shall be construed to be between merchants and governed by the laws of the state of North Carolina, U.S.A., including the Uniform Commercial Code in effect on the date hereof, which shall prevail in the event of any conflict of law. The parties agree that any legal or equitable action for claims, debts or obligations arising out of, or to enforce the terms of, this Agreement shall be brought in any state or federal court having jurisdiction over the subject matter within the state of North Carolina, and that any such court shall have jurisdiction over each of the parties hereto. In the event of any action to enforce this Agreement, the prevailing party shall be entitled to recover all costs and expenses thereof, including reasonable attorneys' fees.

(e) *Severability.* Except as expressly provided to the contrary herein, each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not impair the operation or effect of any other section, part, term and/or provision of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties hereto, provided that in no event shall Seller have any obligation to sell, deliver or install the Equipment for a purchase price or upon payment terms different from those set forth herein, and in such event Seller shall have the right to declare this Agreement null, void and of no further force or effect except as to Equipment already delivered and for which the Purchase Price has been paid.

(f) *Integration.* This Agreement, together with the Exhibits attached hereto, which are deemed a part of this Agreement and incorporated herein by reference, constitutes the entire, full and complete agreement between Seller and Buyer concerning the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein or attached hereto (unless specifically provided for herein or of subsequent date hereto) were made by either party, or none shall be of any force or effect with reference to this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing, nor shall this Agreement be deemed modified by any prior dealing or usage of trade.

(g) *Insolvency of Buyer.* In the event that Buyer shall seek protection under any bankruptcy or insolvency law or provision providing protection from creditors, or if Buyer has a petition in bankruptcy or insolvency or for a compilation of creditors filed against Buyer, Seller shall have the right to immediately cease its performance under this Agreement, and may stop delivery of any further items of Equipment except upon receipt of such assurances as Seller shall deem adequate under the circumstances.

(h) *Force Majeure.* Seller shall not be liable for any failure to perform as a result of its inability to obtain raw materials, parts, or items of Equipment through its usual and regular sources (or on a timely basis), interruption of transportation, delays in delivery, government regulation, labor disputes, strikes, or fire, flood, accidents or other causes beyond Seller's control, making it impractical for Seller to perform.

(i) *Counterparts and Electronic Signatures.* This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument. This Agreement may be executed electronically, and delivery of an executed counterpart of this Agreement by fax or electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) shall be effective as delivery of a manually executed original counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

SELLER: COASTAL EQUIPMENT COMPANY

By: _____
Name:
Title:
Email address:

PURCHASER: XXXXXXXXXXXXXXXXXX.

By: _____
Name:
Title:
Email address:

Exhibit "A"

List of Equipment

(Attached hereto)

EXHIBIT I

GOLDEN CORRAL RESTAURANTS HELP DESK SUPPORT AGREEMENT

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

PO Box 29502 • Raleigh, NC 27626 • (919) 881-4432 • Fax: (919) 881-5226

GOLDEN CORRAL® RESTAURANTS HELP DESK SUPPORT AGREEMENT

This Help Desk Support Agreement (the "Agreement") is made by and between GOLDEN CORRAL CORPORATION, a North Carolina corporation ("GCC") and «Company_Name_1» ("Customer").

GCC provides certain services relating to help desk and call center support for computer software and systems specified for use in the operation of Golden Corral® Restaurants, as described in Schedule "A" attached to this Agreement. Customer desires to engage GCC to perform help desk services requested by Customer or its authorized agent(s) from time to time, as identified in Schedule "A", and GCC desires to perform such services.

The principal terms and conditions of this Agreement are set forth in the main body of this Agreement below. Any Schedules and Addenda attached to this Agreement will set forth additional specific terms and conditions agreed to by Customer. Accordingly, in consideration of the payments called for to be made by Customer and the services to be provided by GCC, the parties agree as follows:

1. **DEFINITIONS.** The following terms used in this Agreement shall, unless the context clearly otherwise requires or unless otherwise expressly provided herein, have the following meanings:
 - (a) "Agreement" means this Agreement, any addenda, schedules or exhibits attached hereto, any amendment hereof, and any Statement of Work or requests for services signed by Customer and accepted by GCC. Each such addenda, schedule, exhibit and properly executed amendment hereto are hereby by a part of this Agreement.
 - (b) "Contract Year" means a calendar year beginning on January 1 and ending on December 31 of that same year. In the event that the term of this Agreement commences on other than the first day of January of any year, such Calendar Year shall nevertheless end on the last day of such year.
 - (c) "Effective Date" means the date of execution of this Agreement by a duly authorized officer or representative of GCC, following the execution of this Agreement by Customer.
 - (d) "Help Desk" means a Customer-specific operations and telephone response maintenance program, which will be derived by GCC from the operator, user, maintenance and other manuals provided with respect to the software and hardware specified in Schedule "A", which Help Desk shall be the sole and exclusive property of GCC.
 - (e) "Restaurants" means Customer's Golden Corral® restaurants listed in Schedule "A" attached, and as supplemented by the addition of new Restaurants at the request of Customer by signing an Addendum to this Agreement and Schedule "A".
 - (f) "Services" means the services requested by Customer as described below for each of Customer's Restaurant.
 - (g) "Software" means (i) the Golden Corral Back Office custom application software, (ii) the POSitouch Labor Scheduling software and (iii) POSitouch Point of Sale software.
 - (h) "Standard Computer System" means the standard computer system central processing unit and associated equipment originally purchased from Coastal Equipment Company, the equipment division of GCC, for use in Restaurants to be supported under this Agreement.
 - (i) "Transaction Cards" means credit cards, debit cards, gift cards and/or other similar cards processed by Customer as part of Customer's routine business transactions through any Transaction Card Processor.

GOLDEN CORRAL CORPORATION

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(j) "Transaction Card Processor" means any third party bank or other entity engaged by Customer for the purpose of processing acceptance and settlement of transactions using Transaction Cards for the benefit of Customer.

2. SERVICES. Upon the terms and subject to the conditions of this Agreement, GCC agrees to provide, and Customer agrees to accept and make payment for the following Services performed by GCC for Customer:

(a) Develop and maintain a Help Desk for Customer.

(b) Provide Help Desk Services with respect to each Standard Computer System and Software that is included in this Agreement on two shift (approximately sixteen (16) hours during normal business hours of Golden Corral® restaurants), seven (7) day per week basis but excluding Christmas Day as follows:

- (i) respond to Customer telephone calls by providing initial telephone and diagnostic level one (operational, log & dispatch of onsite and depot maintenance vendors) and level two (basic, documented technical) support; and
- (ii) if required, notify designated Customer personnel or Customer designated third-party maintenance organizations for the purpose of resolving the Customer problems, in accordance with Customer's or the third party maintenance organization's standard maintenance policy; and
- (iii) if required for the benefit of Customer, retrieve, repair, and/or transmit to the Transaction Card Processor designated by Customer such computer files and records of transactions at Customer's business location using Transaction Cards, and in connection there with to request and obtain from any such Transaction Card Processor such information regarding any such transactions and discuss any problems identified with such Transaction Card Processor as may be necessary to permit GCC to undertake such services.

(c) All services to be performed by GCC under this Agreement shall be performed at GCC's principal place of business in Raleigh, North Carolina or such other location as GCC shall determine in its sole discretion.

3. TERM AND TERMINATION.

(a) This Agreement shall become effective as of the Effective Date and shall remain in effect until the end of the initial Contract Year. Any renewal hereof shall become effective upon execution of a renewal agreement by each of Customer and GCC, and shall be subject to such price and terms as are set forth in such renewal agreement. In the event that Customer has not executed a renewal agreement at the end of the term, any services provided by GCC to Customer at the request of Customer or its agents shall be at such price and terms as GCC shall have established for such services, and may be higher than the price or upon different terms than otherwise prevailing for parties to a renewal agreement. No renewal agreement shall become effective until payment for all services provided by GCC under this Agreement during the Term.

(b) Notwithstanding the above, GCC may, without further obligation to Customer, immediately terminate this Agreement or suspend services to Customer by written notice to Customer if Customer (i) fails to make any payments to GCC hereunder within ten (10) days after GCC notifies Customer in writing of such failure, (ii) fails to perform or comply with any non-monetary obligations of Customer specified in this Agreement and fails to remedy such failure within thirty (30) days after written notice of such failure is given to Customer, (iii) defaults in the payment or performance of any obligation of Customer as a franchisee under any franchise agreement for the operation of Golden Corral® restaurants, and such default results in a termination of Customer's

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- right to continue in operation of Customer's Golden Corral® restaurants subject to this Agreement (iv) obtains, or attempts to obtain, services under this Agreement with respect to a restaurant not subject to this Agreement and for which Customer has not paid for such services (v) changes computer, peripheral or software configurations to a configuration different from those configurations established by GCC as standard for the Golden Corral® system, or (vi) files, or has filed against it, any state or federal action in bankruptcy or insolvency seeking protection from creditors if such proceeding is not dismissed within sixty (60) days of such filing.
- (c) Notwithstanding the foregoing, Customer may, without further obligation to GCC (except for payment for services performed prior to the date of termination), immediately terminate this Agreement upon written notice to GCC if GCC (i) fails to perform or comply with any of its material obligations under this Agreement and fails to remedy such failure within thirty (30) days after written notice is given to GCC (ii) is prevented from performing the substantial majority of the Services to Customer by a force majeure event described in paragraph 8(b) of this Agreement for a period in excess of sixty (60) days or (iii) files, files, or has filed against it, any state or federal action in bankruptcy or insolvency seeking protection from creditors if such proceeding is not dismissed within sixty (60) days of such filing.
4. **FEES AND EXPENSES.** In consideration for the services to be provided by GCC pursuant to this Agreement, User will pay the following amounts to GCC in the following manner (all of which fees and charges shall be subject to adjustment by GCC at each renewal date of this Agreement):
- (a) **Annual User Fee:** User will pay to GCC the Annual User Fee set forth in Schedule "B". In the event that the Effective Date of this Agreement is other than January 1, the Annual User Fee set forth in Schedule "B" will be prorated for the period from the Effective Date to the last day of the year. Customer shall pay the annual User Fee for each Restaurant subject to this Agreement to GCC before this Agreement shall become effective. In the event that Customer requests GCC to provide other services not covered by this Agreement, such services shall be performed by GCC at the option of GCC and paid for by Customer at GCC's prevailing rate for such services determined by GCC.
- (b) All fees and expenses charged by GCC to Customer after payment of the annual User Fee for any additional services provided to Customer shall be invoiced to Customer and shall be due and payable in full without setoff or deduction for any reason, in United States currency fifteen (15) days after the date of the invoice. Any late payments shall accrue interest from the date due at the rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, and Customer agrees to pay GCC all costs of collection, including but not limited to reasonable attorney fees whether or not suit is instituted to collect such amount. Customer further agrees to reimburse GCC the amount of any and all applicable taxes that are now or hereafter imposed by any governing authority as a result of this Agreement or the Services performed hereunder, exclusive of taxes based on GCC's net income or net worth.
- (c) All annual User Fees paid at the commencement of the Term or any renewal term are non-refundable, even upon a termination of this Agreement, except in the event of (i) termination by Customer following a breach of this Agreement by GCC not cured within the time provided or (ii) in the event GCC is prevented from providing the substantial majority of the Services to Customer under this Agreement by a force majeure event affecting GCC as described in paragraph 8(b) which cannot be remedied by GCC within sixty (60) days of its occurrence; and in either such event the amount to be refunded to Customer shall be the amount determined by multiplying the annual User Fee paid by Customer described in paragraph 4(a) by the ratio that the number of days remaining in the Contract Year bears to 365.
- (d) Customer acknowledges that the annual User Fee per Restaurant has been determined by GCC based on certain assumptions regarding the volume of usage for all Golden Corral® restaurants receiving help desk support from GCC under agreements similar to that of Customer. GCC will advise Customer prior to the end of the Term regarding the actual usage,

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

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and any anticipated adjustment in the annual User Fee, which may be charged for any renewal of this Agreement. There is no assurance that such adjustment will remain unchanged or that the amount of such adjustment will be within any prescribed limits, it being understood that such adjustments will be to a significant degree related to the actual costs to GCC of providing the Service herein.

5. **REPORTING.** GCC agrees to provide to Customer, at such reasonable times as may be mutually agreed to by the parties, oral and/or written reports which describe in reasonable detail the activities undertaken and the Services performed by GCC to Customer under this Agreement.
6. **ADDITIONAL OBLIGATIONS OF CUSTOMER.** Prior to GCC commencing Help Desk Services hereunder, Customer shall:
 - (a) Provide required hardware and software maintenance for the Standard Computer System and Software and related software covered by this Agreement, or Customer will have identified reputable third-party maintenance organization(s) to provide such services.
 - (b) Maintain, at no cost to GCC, agreed upon computer, peripheral and software configurations according to Golden Corral® system standard specifications so that GCC can duplicate Customer problems.
 - (c) Maintain and provide to GCC information regarding Customer's agreement(s) with any Transaction Card Processor and execute and deliver to any such Transaction Card Processor any authorization or consent as such Transaction Card Processor may require as necessary for GCC to perform the services contemplated herein related to Transaction Card transactions.
7. **LIMITED WARRANTY.** GCC warrants to Customer that all Services performed hereunder will be performed in a professional and workmanlike manner in accordance with industry standards. GCC's sole obligation under such warranty shall be to make such changes and corrections with respect to the Services as may be required to cause the same to substantially conform to the foregoing warranty; provided, however, that such warranty shall be void and of no effect if (i) the Services performed by GCC under this Agreement have been used or acted upon in a manner or in any environment inconsistent with the intended purpose of the Services, (ii) any of Customer's hardware or software is modified or repaired in any manner which adversely affects the operation or reliability thereof, or (iii) if any equipment or software or other material utilized therein is used contrary to manufacturer's instructions or used by persons not trained by GCC or a properly qualified trainer in the use of such equipment or software. Because GCC does not manufacture any equipment, software or other material (other than as specifically set forth in Schedule B) that may be installed for or on behalf of Customer, GCC makes no warranty in connection therewith (other than any warranty which may have been specifically made with respect to any software developed and owned by GCC as specifically set forth in Schedule "B", which warranty shall be limited in the manner set forth in the software license agreement providing for the use of such software, and shall not become a part of this Agreement.) GCC SPECIFICALLY DISCLAIMS ANY WARRANTY OF FITNESS FOR THE USE OF SUCH EQUIPMENT, SOFTWARE OR OTHER MATERIALS BY CUSTOMER. THE WARRANTIES AND REMEDIES SET FORTH IN THIS PARAGRAPH ARE THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES PERFORMED OR TO BE PERFORMED BY GCC UNDER THIS AGREEMENT, AND THE EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER, IT NOT ANY OF ITS AGENTS OR EMPLOYEES MAKE OR PASS ON ANY SUCH WARRANTY OR REPRESENTATION ON BEHALF OF GCC TO ANY OTHER PARTY.

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8. LIMITATION ON LIABILITY.

(a) GCC's entire liability under this Agreement for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence or otherwise), will be limited to general money damages actually incurred by Customer (and no other relief) in an amount not to exceed the aggregate fees paid by Customer for the Services to which such liability relates. The foregoing limitation shall not apply to claims for personal injury or damage to tangible personal property caused by GCC's gross negligence or intentional actions. UNDER NO CIRCUMSTANCES WILL GCC BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFITS, ANY CLAIM OR DEMAND MADE AGAINST CUSTOMER BY ANY OTHER PARTY, OR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER, EVEN IF GCC HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. No action, regardless of forum, arising out of any claimed breach of this Agreement or transactions under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

(b) Neither party shall be liable for failure or delay in performing any of its obligations hereunder if the failure or delay is due to compliance with any governmental regulation, request or order, or by any cause beyond the reasonable control of the party failing or delaying in performance, including but not limited to Acts of God, war, insurrection, national or regional emergency, fire, flood, accident, labor strikes, work stoppage or slowdown (whether or not such labor event is within the reasonable control of the party affected by such event), or inability to obtain raw materials, supplies, power or equipment necessary to enable such party to perform its obligations hereunder. Each party shall (i) promptly notify the other in writing of any such event or force majeure, the expected duration thereof, and its anticipated effect on the ability of such party to perform its obligations hereunder and (ii) make reasonable efforts to remedy any such event.

9. NOTICES. Except as otherwise specifically provided in this Agreement, all notices which either party is required or desires to give to the other under this Agreement shall be in writing and deemed given or made (i) on the same day when delivered by hand, (ii) on the next business day when sent by overnight express mail or other recognized overnight delivery service, (iii) upon actual receipt in legible form and format of a true copy by the party for which it is intended by facsimile or electronic mail, or (iv) on the third business day following deposit in the United States mail with postage prepaid and sent by certified mail with return receipt requested, in each case when properly addressed to the party for which intended at its address indicated on the signature page of this Agreement, as the same may be changed from time to time by notice similarly given.

10. ASSIGNMENT. GCC may assign its rights and obligations under this Agreement to a third party service provider, which agrees to undertake and perform all of its obligations hereunder. Customer may assign its rights and obligations hereunder for any one or all of the restaurants of Customer subject to this Agreement only to an assignee of the applicable franchise agreement for such Golden Corral® Restaurant, which assignee shall by such assignment of franchise agreement and acceptance of any of the Services of GCC hereunder be deemed to have accepted this Agreement and be bound by its terms. Customer shall not otherwise have any right to assign or transfer this Agreement or any of Customer's rights or obligations hereunder to any other party without the prior written consent of GCC. In the event that any third party makes a payment to GCC on behalf of Customer under this Agreement, GCC shall be entitled to accept such payment unconditionally and without inquiry into the basis of such payment as if made by Customer, and the acceptance of such payment shall not be deemed or considered as evidencing any assignment of Customer's rights or obligations under this Agreement or acceptance of such assignment by GCC.

11. MISCELLANEOUS.

(a) Customer hereby covenants and agrees that it shall not (and shall use its best efforts to ensure that its subsidiaries and affiliates do not) directly or indirectly solicit, hire or otherwise retain or engage, whether as an employee, independent contractor or otherwise, any employee, independent contractor or other personnel of GCC, or any former employee or independent

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contractor of GCC, who has performed any of the Services of GCC under this Agreement without the prior written waiver of this restriction by GCC.

- (b) Customer hereby acknowledges and agrees that in performing the services contemplated herein by GCC in connection with the processing and transmittal of transactions conducted at Customer's business using Transaction Cards, GCC does not assume any liability for nor shall it be obligated in any respect for any increase in settlement costs or charges by any Transaction Card Processor or the failure of such Transaction Card Processor to promptly credit to the account of Customer moneys associated with or derived from such transactions due to any delay in the processing of any such transactions or the inability of GCC to repair any Customer file or computer record reflecting such transactions, unless such charge or expense or denial of settlement is due solely to the gross negligence or intentionally wrongful act of GCC or its employees.
- (c) It is understood and agreed that this Agreement does not create any relationship of association, partnership or joint venture between the parties, nor create any implied license, nor constitute either party as the agent or legal representative of the other for any purpose whatsoever, and the relationship of Customer to GCC for all purposes, including but not limited to federal and state tax purposes, shall be one of independent contractor. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever.
- (d) This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussions between the parties, and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or in a subsequent writing signed by a proper and duly authorized representative of the party to be bound.
- (e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall not confer any rights, remedies or interest upon any person or entity not a party hereto.
- (f) The parties understand and agree that this Agreement shall be interpreted in all respects according to the laws of the State of North Carolina without regard to principles of conflicts of laws. The parties further understand and agree that this Agreement shall be treated as if fully executed in Wake County, North Carolina and to have been performed therein. The parties agree that any legal action relating to this Agreement shall be instituted exclusively in the courts of Wake County, North Carolina and each of the parties expressly submits to the jurisdiction of said courts and irrevocably waives any rights to object to such jurisdiction.
- (g) In the event any proceeding is instituted between GCC and Customer with respect to this Agreement, the prevailing party shall be entitled to recover from the other party its costs and expenses in connection with such proceeding, including reasonable attorney fees, and that the prevailing party shall mean the party successful on the majority of claims in such proceeding. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY.
- (h) Failure of any party to enforce compliance with any provision of this Agreement shall not constitute a waiver of any right of any party under this Agreement. Any waiver must be in writing and signed by the party entitled to the benefit of the right being waived. Unless otherwise stated in the waiver, any waiver shall apply only to the specific circumstances for which the waiver is given and not to any subsequent circumstances involving the same or any other right.
- (i) The remedies under this Agreement are cumulative and not alternative, and the election of any one remedy for a breach shall not preclude pursuit of any other remedies.

GOLDEN CORRAL CORPORATION

Management Information Systems/POS

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- (j) Each party acknowledges that this Agreement may be executed by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) shall be effective as delivery of a manually executed original counterpart hereof.

IN WITNESS WHEREOF, the parties have cause their duly authorized representatives to execute this Agreement as of the date accepted by GCC written below.

Accepted by:

GCC:

Golden Corral Corporation
PO Box 29502
Raleigh, NC 27626

By: *Richard Morris*

Title: VP of Information Technology

Date: April 10, 2022

Customer:

«Company_Name_1» «Company_Name_2»
«Address_1» «Address_2»
«City», «State» «Zip»

By: _____

Title: _____

Date: _____

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GCC:

Golden Corral Corporation

PO Box 29502

Raleigh, NC 27626

Customer:

«Company_Name_1» «Company_Name_2»

«Address_1» «Address_2»

«City», «State» «Zip»

By: *Richard Morris*

Title: Director of Information Technology

Date: April 10, 2023

By: _____

Title: _____

Date: _____

SCHEDULE B

Fees

The following fees are effective for service agreements effective January through December:

- 1. ANNUAL USER FEE*: \$1,850.00 per covered Location.** If this Agreement becomes effective after January 1st, the Annual Service Fee will be prorated from the Effective Date to December 31, payable in advance.

** The Annual User Fee per Restaurant has been determined by GCC based on certain assumptions regarding the volume of usage for all Golden Corral® restaurants receiving help desk support from GCC under agreements similar to that of Customer. GCC will advise Customer prior to the end of the Term regarding the actual usage, and any anticipated adjustment in the annual User Fee, which may be charged for any renewal of this Agreement. There is no assurance that such adjustment will remain unchanged or that the amount of such adjustment will be within any prescribed limits, it being understood that such adjustments will be to a significant degree related to the actual costs to GCC of providing the Service herein.*

EXHIBIT I

TABLE OF CONTENTS TO THE MANUAL

Total number of pages in our manual: 389 including the index

2022 OPERATIONS MANUAL - TABLE OF CONTENTS

SECTION	PAGE COUNT
INTRODUCTION	9 PAGES
BAKER	25 PAGES
CARVER/DISPLAY COOK	15 PAGES
HOT COOK	60 PAGES
LINE PERSON	23 PAGES
MEAT CUTTER	32 PAGES
PREP PERSON	46 PAGES
SERVER	24 PAGES
UTILITY PERSON	28 PAGES
FOOD SAFETY AND SANITATION	44 PAGES
WORKPLACE SAFETY	13 PAGES
ROIP	7 PAGES
SCHEDULING AND PRODUCTIVITY	32 PAGES
TRAINING	19 PAGES
GC ON THE GO	12 PAGES
TOTAL OPERATIONS MANUAL PAGE COUNT	389 PAGES

EXHIBIT K

LIST OF FRANCHISEES AS OF DECEMBER 28, 2022

Franchisees marked with an * have signed Franchise Agreements for locations which were not yet open for business as of December 28, 2022; the address shown is either their business address or the future Restaurant's address, if known.

LIST OF FRANCHISEES AS OF DECEMBER 28, 2022

Franchisees marked with an * have signed Franchise Agreements for locations which were not yet open for business as of December 28, 2022, and the address shown is their business address or the Restaurant's address if it is known.

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)						
STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE	
AL	Cullman	TA Corral, LLC	1720 Cherokee Ave SW	35005	(256) 841-3673	
AL	Decatur	Yellowfins VI, LLC	921 Wimberley	35603	(256) 306-9495	
AL	Dothan	ELRI.PARKER, Inc.	3340 Ross Clarke Circle	36303	(334) 677-9976	
AL	Florence	Yellowfins V, LLC	362 Cox Creek Parkway	35630	(256) 766-2799	
AL	Hoover	TA Corral, LLC	3117 Lorna Road	35216	(205) 822-8377	
AL	Mobile	TBD Foods, LLC	675 South Schillenger Road	36695	(251) 639-9393	
AL	Montgomery	TBD Foods, LLC	1480 Eastern Boulevard	36117	(334) 625-1800	
AK	Anchorage	Thomas D. Barrows and Doreen J. Barrows	4520 Union Square Drive	99503	(907) 563-9000	
AZ	Gilbert	AZ Z Corral, LLC	1318 North Cooper Road	85233	(480) 507-3331	
AZ	Glendale	AZ Z Corral, LLC	5679 West Northern Avenue	85301	(623) 937-0866	
AZ	Goodyear	AZ Z Corral, LLC	420 North Dysart Road	85338	(623) 925-9075	
AZ	Kingman	Mohave GC LLC	3580 Stockton Hill Road	86409	(928) 681-3900	
AZ	Prescott	Yavapai GC, LLC	1901 East Highway 69	86301	(928) 776-1664	
AZ	Tucson	Dale P. Schaufel	6385 S. Midvale Park Road	85746	(520) 806-0088	
AZ	Tucson	Dale P. Schaufel	4380 22 nd Street	85711	(520) 512-0088	
AZ	Tucson	Desert Corral, LLC	6865 N. Thornydale Road	85741	(520) 544-0350	
AZ	Yuma	Corral Five, LLC	590 East 16 th Street	85365	(928) 328-0819	
AR	Conway	GRO Restaurant Group, Inc.	814 E. Oak Street	72032	(501) 327-2469	
AR	Fayetteville	GRO-FS, INC	4507 N. College Avenue	72703	(479) 443-0433	
AR	Fort Smith	GRO Restaurant Group, Inc.	1801 S. Waldron Avenue	72903	(479) 484-1040	
AR	Jonesboro	Buffet Joint, LLC	2405 E. Highland Drive	72401	(870) 351-3212	
AR	N. Little Rock	GRO Restaurant Group, Inc.	5001 Warden Road	72116	(501) 771-4605	
AR	Rogers	GRO Restaurant Group, Inc.	2605 Pleasant Crossing Drive	72758	(479) 986-9201	
CA	Anaheim	CAL GC Anaheim Corp	2190 E. Lincoln Avenue	92806	(657) 456-0147	
CA	Bakersfield	LA Corral Three, Inc.	5001 Ming Avenue	93309	(661) 834-7224	
CA	Bellflower	Golden Flower, Inc	17308 Bellflower Boulevard	90706	(562) 925-5557	
CA	City of Industry	Sinda Food, Inc.	17635 Castleton Street	91748	(626) 839-8188	
CA	Concord	Corral One, LLC	2050 Diamond Boulevard	94520	(925) 685-1002	
CA	Downey	LA Corral Two, LP	9588 Lakewood Boulevard	90240	(562) 622-0188	
CA	El Cajon	Worlden California, Inc.	390 W. Main Street	92020	(619) 332-8396	
CA	Hesperia	Nola Golden Corral, LLC	12845 Main Street	92345	(760) 956-9393	
CA	*Indio	Golden Flower, Inc.	815 E. Walnut Avenue, Burbank, CA	91501	(818) 902-1400	

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)

STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE
CA	Lake Elsinore	AMERICAN, Inc.	18625 Dexter Avenue	92532	(951) 609-2452
CA	Modesto	K Corral's, Inc.	3737 McHenry Avenue	95356	(209) 238-0885
CA	Moreno Valley	Jinfu Shao, Anna Li, and Grace Su	15713 Valley Blvd., City of Industry, CA	91744	(775) 727-9988
CA	North Highlands	Mohammad M. Azad	4940 Watt Avenue	95660	(916) 348-4396
CA	Oceanside	Worlden Inc	491 College Boulevard	92057	(760) 639-6240
CA	Ontario	Golden Globalinks Corp	1640 E. Fourth Street	91764	(909) 395-0500
CA	Oxnard	Oxnard Golden Restaurant Group, Inc.	1901 Lockwood Street	93036	(805) 351-0420
CA	Pomona	Chen, Li, He, Su & Cambrone	2037 Rancho Valley Drive	91766	(909) 397-0500
CA	Sacramento	West Coast Corral, Inc.	7700 W. Stockton Boulevard	95823	(916) 689-4300
CA	San Bernardino	Worlden San Bernardino, Inc.	325 E. Hospitality Lane	92408	(909) 890-1137
CA	Santa Maria	Bhavin, Harnish & Kaushik Patel & Gilbert Tello	10660 W. 154 th Street, Orland Park, IL	60462	(919) 247-9841
CA	Tracy	Estate of Robert F. Goodwin c/o Nancy A. Mar	2850 West Grantline Road	95304	(209) 834-1420
CO	Aurora	Rocky Mountain Corral, LLC	11090 E. Mississippi Avenue	80012	(303) 306-9171
CO	Colorado Springs	Great Western Restaurants, Inc.	1970 Waynoka Road	80915	(719) 591-9870
CO	Grand Junction	R.F.R.C., LLC	1100 Independent Avenue	81505	(970) 241-7004
CO	Loveland	GC Loveland LLC	1360 Sculptor Drive	80537	(970) 461-3000
CO	Pueblo	Great Western Restaurants, Inc.	3400 N. Elizabeth Street	81008	(719) 545-3384
CO	Sheridan	GC Littleton/Englewood, Inc.	3677 S. Santa Fe Drive	80110	(303) 643-5898
CO	Thornton	Great Western Restaurants, Inc.	9751 Grant Street	80229	(303) 920-2288
CT	*Waterbury	Saleem & Moughal	27 Pineridge Road, Greenvale, NC	11548	(212) 239-4212
FL	Boynton Beach	V&M Food Enterprises, LLC	389 Winchester Park Boulevard	33436	(561) 733-3787
FL	Bradenton	MarcVan Restaurants, Inc.	5525 Cortez Drive	34210	(941) 761-0872
FL	Brandon	MarcVan Restaurants, Inc.	815 Providence Road	33511	(813) 689-0470
FL	Celebration	Celebration GC Ventures, LLC	6077 W. Irlo Bronson Memorial Highway	34747	(321) 402-0290
FL	Eustis	GC of Eustis, LLC	15810 Highway US 441	32726	(352) 589-1831
FL	Florida City	G.C. Partners, Inc.	33525 South Dixie Highway	33034	(305) 246-8699
FL	Fort Myers	Earl C. Wilson	4690 Colonial Boulevard	33966	(239) 275-7757
FL	Fort Pierce	Sunrise Corral, LLC	5091 Okeechobee Road	34947-5425	(772) 489-8004
FL	Fort Walton Beach	Morning Star GC, LLC	414 A. Mary Esther Cut Off NW	32548	(850) 244-6644
FL	Hialeah	GC Partners, Inc.	3816 Forrestgate Dr., Winston-Salem, NC	27103	(336) 767-1600
FL	Inverness	Tiger Foods, Inc.	2605 E. Gulf to the Lake Highway	34453	(352) 637-3310
FL	Jacksonville	Cardinal Corral of Jax, Inc.	1201 Memorial Park Road	32205	(904) 378-3688
FL	Jacksonville	M. Pearlle, LLC	4250 Southside Boulevard	32216	(904) 620-0600
FL	Jacksonville	Union Fire, LLC	9070 Merrill Road	32225	(904) 743-2662
FL	Kissimmee	MCP of Kissimmee, Inc.	2701 W. Vine Street	34741	(407) 931-0776
FL	Lake Placid	Brian Ray Tharp	322 US 27 South	33852-7921	(863) 465-1151
FL	Ocala	Metro Corral Partners, Inc.	2111 S.W. College Road	33474	(352) 690-3020

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)

STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE
FL	Okechobee	Yellowfins VII, LLC	700 S. Parrott Avenue	34974	(863) 763-0444
FL	Orlando	East Colonial, LLC	11731 East Colonial Drive	32817	(407) 902-2979
FL	Orlando	Metro Corral Partners, Inc.	8032 International Drive	32819	(407) 352-6606
FL	Orlando	Metro Corral Partners, Inc.	8707 Vineland Avenue	32821	(407) 938-9500
FL	Palm Bay	Yellowfins, LLC	880 Palm Bay Road	32905	(321) 722-4142
FL	Panama City	Panama City Corral LLC	105 East 23 rd Street	32405	(850) 872-9090
FL	Port St. Lucie	Momtaz Food Management, LLC	651 NW St. Lucie West Boulevard	34986	(772) 621-7920
FL	Punta Gorda	GCPG, Inc.	1451 Tamiami Trail	33950	(941) 639-1600
FL	Royal Palm Beach	V&M Food Enterprises, LLC	10100 Fox Trail South	33411	(561) 793-0201
FL	Spring Hill	Golden Palatka, LLC	5300 Commercial Way	34606	(352) 596-7500
FL	Tallahassee	Gruta Group LLC	1630 N. Monroe Street	32303	(850) 224-4363
FL	Tampa	Tampa Corral, Inc.	6942 West Hillsborough Avenue	33634	(813) 882-9805
FL	The Villages	Tiger Foods, Inc.	3950 Wedgewood Lane	32162	(352) 391-1905
FL	Winter Haven	Guyer Corral Ventures, LLC	5722 Cypress Gardens Boulevard	33884	(863) 324-5600
FL	Zephyrhills	Tut, Inc.	6855 Gall Boulevard	33542	(813) 783-8969
GA	Albany	M. Slentz, LLC	1228 N. Westover Avenue	31707	(229) 446-0101
GA	Augusta	B. Fehr, LLC	231 Bobby Jones Expressway	30907	(706) 447-3718
GA	Conyers	Metro Corral Partners, LLC	1350 Georgia Highway 138	30013	(770) 761-5555
GA	Cumming	Metro Corral Partners, LLC	2025 Market Place Boulevard	30041	(678) 965-2273
GA	Decatur	Metro Corral Partners, LLC	2136 Lawrenceville Highway	30033	(404) 751-4992
GA	Douglasville	Metro Corral Partners, LLC	6975 Douglas Boulevard	30135	(678) 838-4376
GA	Dublin	Norman L. Yates, Jr.	2113 Veterans Boulevard	31021	(478) 272-6463
GA	Duluth	Metro Corral Partners, LLC	3270 Satellite Boulevard	30096	(770) 495-7999
GA	Fort Oglethorpe	GC of Fort O, Inc.	760 Battlefield Parkway, #2A	30742	(706) 866-7514
GA	Gainesville	Metro Corral Partners, LLC	1450 Browns Bridge Road	30501	(678) 862-0648
GA	Kennesaw	Metro Corral Partners, LLC	700 Barrett Parkway	30144	(770) 428-6770
GA	Macon	Metro Corral Partners, LLC	4704 Presidential Parkway	31206	(478) 757-4100
GA	McDonough	Metro Corral Partners, LLC	1755 Jonesboro Road	30253	(678) 432-4554
GA	Newnan	Metro Corral Partners, LLC	605 Bullsboro Drive	30265	(770) 253-9992
GA	Smyrna	Metro Corral Partners, LLC	2211 Cobb Parkway SE	30080	(678) 223-9982
GA	Stockbridge	Metro Corral Partners, LLC	3867 Highway 138	30281	(770) 389-4830
GA	Tifton	M. Slentz, LLC	190 S. Virginia Avenue	31794	(229) 382-4121
GA	Winder	Metro Corral Partners, LLC	163 East May Street	30680	(770) 867-7111
ID	Boise	Corral Boise LLC	8460 West Emerald Street	83704	(208) 373-7101
ID	Nampa	Corral Nampa LLC	2122 North Cassia Street	83651	(208) 466-2883
ID	Twin Falls	24 Carrot Corral, Inc.	1823 Blue Lakes Boulevard, North	83301	(208) 735-1820
IL	Algonquin	Corral Three, LLC	1591 S. Randall Road	60102	(847) 658-8899

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)

STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE
IL	Alton	R. F. R., Inc.	350 Homer Adams Parkway	62002	(618) 462-4125
IL	Arlington Heights	Himalaya Enterprises-Bolingbrook-IL, LLC	445 Palatine Road	60004	(224) 232-8837
IL	Aurora	Himalaya Enterprises-Joliet, LLC	4270 E. New York Street	60504	(630) 499-9415
IL	Bloomingtondale	Muza, Ibmud & Abduljaber	154 S. Gary Avenue	60108	(847) 641-5148
IL	Bolingbrook	Himalaya Enterprises-Bolingbrook-IL, LLC	381 Brookview Lane	60440	(630) 771-1777
IL	Carbondale	R. F. R., Inc.	2255 Reed Station Parkway	62901	(618) 529-1472
IL	Cicero, IL	Corral Chicago Corporation	3330 S. Cicero Avenue	60804	(262) 939-2157
IL	Effingham	Hruby Restaurant Operations LLC	6120 Davis Prairie Trail, Fulton, MO	65251	(219) 769-2483
IL	Elgin	Himalaya Enterprises-Elgin, LLC	601 S. Randall Road	60123	(847) 531-7277
IL	Gurnee	Himalaya Enterprises-Gurnee, LLC	1455 Dilley's Road	60031	(847) 249-8600
IL	Joliet	Himalaya Enterprises-Joliet, LLC	2100 West Jefferson Street	60435	(815) 725-8989
IL	Rockford	IL Z Corral, LLC	995 Perryville Road	61108-4341	(815) 316-3250
IL	Shiloh	R.F.R., Inc.	3360 Green Mt. Crossing Road	62269	(618) 628-0300
IL	Springfield	LeJune Corral, LLC	1038 LeJune Drive	62703	(217) 670-1604
IL	Tinley Park	Bhavin, Rajendra, Kaushik and Harmish Patel	6803 W. 159 th Street	60477	(708) 444-8480
IN	Anderson	TBD Foods, LLC	6315 S. Scatterfield Road	46013	(765) 400-3399
IN	Bedford	5 Star Hospitality, LLC	1521 James Street	47421	(812)275-0311
IN	Clarksville	TBD Foods, LLC	1402 Cedar Street	47129	(812) 258-2540
IN	Evansville	T. N. Y. Z. Corral, LLC	130 Cross Point Boulevard	47715	(812) 473-1095
IN	Fort Wayne	Robertsons Enterprises, LLC	5335 Distribution Drive	46825	(419) 229-4800
IN	Greenwood	TBD Foods, LLC	160 South Marlin Drive	46162	(317) 865-9082
IN	Indianapolis	Fall Hospitality Corporation	6102 West 38 th Street	46254	(317) 293-6560
IN	Lafayette	Fall Hospitality Corporation	79 Shenandoah Drive	47905	(765) 447-6915
IN	Merrillville	C & D Enterprises of Merrillville, LLC	8215 Broadway	46410	(219) 769-2483
IN	Mishawaka	Himalaya Enterprises-Terre Haute LLC	135 E. Douglas Road	46545	(574) 217-4956
IN	Richmond	Captain's Corral, LLC	3625 E. Main Street	47374	(765)939-6777
IN	Schererville	SFH, LLC	915 Eagle Ridge Drive	46375	(219) 515-6491
IN	Terre Haute	Himalaya Enterprises-Terre Haute LLC	10 West Johnson Drive	47802	(812) 234-2635
IA	Council Bluffs	Council GC LLC	3103 Dial Drive	51501	(712) 366-1832
IA	Davenport	Davenport GC LLC	5202 Elmore Avenue	52807	(563) 355-5611
KS	Garden City	Northern GC, LLC	1727 E. Kansas Plaza	67846	(620) 275-2254
KS	Olathe	Corral Four LLC	13440 South Blackbob Road	66062	(913) 390-0223
KS	Topeka	Capital City Corral, LLC	1601 SW Wanamaker Road	66604	(785) 273-5354
KS	Wichita	Kansas Steaks, LLC	616 S. Ridge Road Circle	67209	(316) 945-5100
KY	Ashland	Ashland Corral Limited Liability Co	21 Russell Plaza Drive	41101	(606) 388-2381
KY	Elizabethtown	CSG Enterprises Corp	1835 N. Dixie Highway	42701	(270) 763-0822
KY	Florence	Florence Corral Limited Liability Company	4770 Houston Road	41042	(859) 534-1414

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)

STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE
KY	Henderson	Sutherland Corral, LLC	1320 North Green Street	42420	(270) 869-9310
KY	Lexington	Golden Palatka, LLC	185 E. New Circle Road	40505	(859) 299-1600
KY	London	TBD Foods, LLC	204 Kings Way	40741	(606) 864-7062
KY	Louisville	TBD Foods, LLC	4032 Taylorsville Road	40220	(502) 485-0004
KY	Richmond	Commonwealth Corral Richmond, LLC	1006 Amberly Way	40475	(859) 661-4456
KY	Winchester	Korb's Corral, LLC	1501 Bypass Road	40391	(859) 745-2972
LA	Alexandria	Red River Corral, LLC	501 MacArthur Drive	71303	(318) 319-6168
LA	Hammond	Searcy, Inc.	1748 SW Railroad Avenue	70403	(985) 543-6545
LA	Houma	Louisiana Corral of Houma, LLC	1724 Martin Luther King Boulevard	70360	(985) 857-9500
LA	Kenner	Corral GulfSouth, Inc.	3920 Williams Boulevard	70065	(504) 464-9696
LA	Lafayette	Cajun GC, LLC	3110 Ambassador Caffery Pkwy	70506	(337) 703-4507
LA	Shreveport	Corral Shreveport LLC	7250 Youree Drive	71105	(318) 798-5783
LA	West Monroe	AASPA Group, LLC	20 Basic Drive	71292	(318) 855-3214
MD	Aberdeen	MRC, Inc.	706 S. Philadelphia Boulevard	21001	(410) 272-0668
MD	Baltimore	G.C. of Fullerton, LLC	7908 Rossville Boulevard	21236	(410) 665-7405
MD	Elkton	KZM Corral, LLC	221 Belle Hill Road	21921	(410) 398-9193
MD	Frederick	Valley Corral, LLC	5621 Spectrum Drive	23112	(301) 662-5922
MD	Hagerstown	BOTH Development of Maryland, Inc.	17635 Valley Mall Road	21740	(301) 582-6209
MD	Hanover	BOTH Development of Maryland, Inc.	7047 Arundel Mills Boulevard	21076	(410) 799-0959
MD	Largo	G.C. of Capital Centre, LLC	1001 Shoppers Way	20774	(301) 324-6807
MD	Waldorf	G.C. of Waldorf, LLC	2800 Crain Highway	20601	(301) 893-8790
MA	Springfield	Cheng Brothers, LLC	436 Parker Street	01129	(413) 543-4600
MI	Clinton Township	Corral of Clinton Inc.	15220 Hall Road	48038	(586) 416-8883
MI	Flint	Flint GC LLC	4200 Miller Road	48507	(810) 407-7186
MI	Saginaw	Maxwell's Corral, LLC	4409 Bay Road	48603	(989) 341-5370
MI	Taylor	Corral of Tri-County, Inc.	14691 Huron Street	48180	(734) 785-8858
MI	Westland	Corral of Westland, LLC	37101 Warren Road	48185	(734) 641-9163
MN	Maple Grove	MMG Maple Grove, LLC	13603 Grove Drive	55311	(763) 205-4570
MN	Maplewood	MMG Maplewood, LLC	3000 White Bear Avenue #4	55109	(651) 888-2347
MS	Flowood	R&G Ventures, Inc.	988 Top Street	39232	(601) 420-9990
MS	Gulfport	TBD Foods, LLC	12255 US 49	39503	(228) 226-0330
MS	Hattiesburg	TBD Foods, LLC	6082 US Highway 98	39402	(601) 620-1044
MS	Horn Lake	Yellowfins IV, LLC	988 Goodman Road	38637	(662) 536-3630
MS	McComb	Golden Star Restaurants, Inc.	200 Anna Drive Extension	39648	(601) 684-8601
MO	Branson	GRO Restaurant Group, Inc.	3551 Shepherd of the Hills Expressway	65616	(417) 336-6297
MO	Cape Girardeau	R. F. R., Inc.	130 Vantage Drive	63701	(573) 651-9188
MO	Columbia	MDB Restaurants, Inc.	3421 Clark Lane	65202	(573) 814-3305

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)

STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE
MO	Independence	MAVS G LLC	19120 E. Valley View Parkway	64055	(816) 795-0875
MO	Joplin	Tri-State Corral, LLC	2415 Range Line Road	64804	(417) 206-7184
MO	Kansas City	Northern GC, LLCppp	8800 NW Skyview Avenue	64154	(816) 505-0300
MO	O'Fallon	R.F.R., Inc.	1301 Bramblett Road	63366	(636) 980-1666
MO	Osage Beach	R.F.R., Inc.	3734 Osage Beach Parkway	65065	(573) 693-9156
MO	St. Joseph	Golden Buffet SJMO, LLC	715 N. Belt Highway	64506	(816) 364-1549
MO	St. Louis	R.F.R., Inc.	6110 S. Lindbergh Boulevard	63123	(314) 416-9991
MO	Springfield	GRO Restaurant Group, Inc.	2020 E. Primrose Place	65804	(417) 883-6767
MO	Springfield	S&S Golden Management, L.L.C.	2734 North Kansas Expressway	65803	(417) 862-6800
NE	Bellevue	NINE18, LLC	1511 Gregg Road West	68123	(402) 293-5696
NE	Omaha	Omaha Corral LLC	6006 N. 72 nd Street	68134	(402) 932-4888
NV	Henderson	C & D Enterprises of Merrillville, LLC	1445 W. Sunset Road	89014	(702) 749-8842
NV	Las Vegas	GC Las Vegas Lamb, LLC	1455 South Lamb Boulevard	89104	(702) 685-9595
NH	Manchester	HPL, LLC	10 Sullivan Avenue, Salem, NH	03079	(603) 490-1791
NJ	Egg Harbor Township	Jagdamba VI, Inc.	6725 Black Horse Pike	08234	(609) 272-8171
NM	Albuquerque	Juarez AlbCoors, LLC	2701 Coors Blvd NW	87120	(505) 831-4607
NM	Albuquerque	JuarezIMgmt, LLC	5207 San Mateo Blvd NE	87109	(505) 872-3500
NM	Gallup	NM Z Corral, LLC	600 N. 11 th Street	87301	(505) 863-3335
NM	Roswell	Roswell Corral, Inc.	2624 North Main Street	88201	(575) 622-5102
NM	Las Cruces	Garcia Corral, LLC	1661 Hickory Loop	88005	(702) 685-9595
NY	Bronx	Harpaul & Harpaul	756 Central Avenue, Woodmere, NY	11598	(516) 808-0216
NY	Colonie	Jagdamba Inc.	1901 Central Avenue	12205	(518) 862-1520
NY	Middletown	Black Magnet Enterprises, Inc.	360 Route 211 East	10940	(845) 956-0111
NY	Queensbury	Syracuse GC Inc,	75 Quaker Road	12804	(518) 636-3300
NY	Rochester	GC WNY Rochester, Inc.	450 Jefferson Road	14623	(585) 426-7725
NY	Syracuse	Syracuse, GC Inc.	115 Simon Drive	13224	(315) 907-3929
NC	Asheboro	Platinum Corral, LLC	1070 East Dixie Drive	27203	(336) 625-6734
NC	Burlington	Platinum Corral, LLC	3108 Garden Loop	27215	(336) 584-3890
NC	Charlotte	Platinum Corral, LLC	7701 N. Tryon Street	28262	(704) 549-4555
NC	Concord	Platinum Corral, LLC	1540 US Highway 29 North	28025	(704) 782-0044
NC	Fayetteville	GC of Fayetteville, Inc.	1806 Skibo Road	28303	(910) 868-5868
NC	Gastonia	JAX, LLC	2300 E. Franklin Boulevard	28054	(704) 868-7116
NC	Greensboro	GC Partners, Inc.	4404 Landview Drive	27407	(336) 294-8443
NC	Greenville	Platinum Corral, LLC	504 SW Greenville Boulevard	27834	(252) 756-4412
NC	Hendersonville	JAX, LLC	2530 Chimney Rock Road	28792	(828) 693-6445
NC	Hickory	Platinum Corral, LLC	1053 Lenoir Rhyne Boulevard	28602	(828) 324-2122
NC	Jacksonville	Platinum Corral, LLC	2055 North Marine Boulevard	28546	(910) 455-3773

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)

STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE
NC	Laurinburg	S&L Corral, Inc.	904 US 401 Bypass North	28352	(910) 277-1620
NC	Lumberton	Stocks Investments, Inc.	4928 Kahn Drive	28358	(910) 671-4882
NC	Matthews	JAX, LLC	11025 E. Independence Boulevard	28105	(704) 246-7568
NC	Monroe	JAX, LLC	2507 West Roosevelt Boulevard	28110	(704) 226-9718
NC	Mooreville	JAX, LLC	120 Gallery Center Drive	28117	(704) 660-6622
NC	Mount Airy	GC Partners, Inc.	2226 Rockford Street	27030	(336) 786-1400
NC	Raleigh	Garner Corral Inc	3551 Grenelle Street	27603	(919) 772-6603
NC	Raleigh	Capital Corral, Inc.	3424 Capital Boulevard	27604	(919) 872-0500
NC	Rocky Mount	Rocky Mount Corral, Inc.	921 N. Wesleyan Boulevard	27804	(252) 972-2043
NC	Roxboro	Ultimate Family Dining, Inc.	40 Weeks Drive	27573	(336) 599-1780
NC	Sanford	Fields Corral, LLC	2618 S. Horner Boulevard	27332	(919) 775-3295
NC	Shelby	JAX, LLC	1712 E. Dixon Boulevard	28152	(704) 481-8283
NC	Smithfield	Market Street Corral, LLC	100 Towne Centre Place	27577	(919) 989-1125
NC	Wilmington	Chance Hospitality, Inc.	5130 New Centre Boulevard	28403	(910) 392-1984
NC	Winston-Salem	GC Partners, Inc.	180 Hanes Mall Circle	27103	(336) 760-8040
OH	Akron	Scott's GC, LLC	2819 S. Arlington Road	44312	(330) 645-9740
OH	Canton	NLZ Canton Corral, LLC	4910 Dressler Road, NW	44718	(330) 493-6120
OH	Chillicothe	Chillicothe Corral LLC	1660 N. Bridge Street	45601	(740) 773-7271
OH	Cincinnati	Eastgate Corral, LLC	4394 Glen Este Withamsville Road	45245	(513) 712-0137
OH	Cleveland	M. O. R. Enterprise LLC	8696 Brookpark Road	44129	(216) 635-0878
OH	Dayton	Annette's Corral, LLC	6611 Miller Lane	45414	(937) 264-3300
OH	Elyria	Molly's Corral, LLC	1519 West River Road North	44035	(440) 324-1880
OH	Grove City	Grove City Corral LLC	2005 Stringtown Road	42123	(380) 666-0152
OH	Lima	Robertson Corral, LLC	2620 Elida Road	45805	(419) 229-4800
OH	Mansfield	John Sears Corral, LLC	575 N. Lexington Springmill Road	44906	(419) 529-9093
OH	Sandusky	Keeton's Corral, LLC	5309 Milan Road	44870	(567) 998-4574
OH	Toledo	Puckett's Corral, LLC	5730 Opportunity Drive	43612	(419) 470-3729
OH	Whitehall	OMG & Associates LLP	4750 E. Main Street	43213	(614) 864-3700
OK	Lawton	Red Rock Corral, LLC	2632 NW Cache Road	73505	(580) 357-5113
OK	Muskogee	Chapman Corral, LLC	423 West Shawnee Avenue	74401	(918) 682-4660
OK	Norman	RSK Management Group, Inc.	123 N. Interstate Drive	73069	(405) 364-2522
OK	Oklahoma City	5 Star Corral, LLC	520 S. MacArthur Boulevard	73128	(405) 949-9991
OK	Oklahoma City	Dibler Company, LLC	1501 SW 74 th Street	73159	(405) 680-7400
OK	Tulsa	Tulsa21 LLC	8144 East 21 st Street	74129	(918) 665-6355
OK	Tulsa	Tulsa GC LLC	9711 E. 71 st Street South	74133	(918) 254-5560
PA	Bensalem	JK Hospitality, LLC	1465 Street Road	19020	(215) 245-5301
PA	Erie	Lake Erie Corral, LLC	7500 Peach Street	16509	(814) 864-3488

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)

STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE
PA	Hermitage	GBU Corral, LLC	1025 N. Hermitage Road	16148	(724) 347-2503
PA	Lancaster	JAX, LLC	2291 Lincoln Highway East	17602	(717) 208-3984
PA	Pittsburgh	Yellowfins II, LLC	900 Park Manor Boulevard	15205	(412) 788-1776
PA	Whitehall	Kalpesh, Hiren and Smita Patel	900 LeHigh Valley Mall Drive	18052	(610) 443-0866
PR	Canovanas	Rich Port Restaurant, LLC	18400 State Road 3, Ste. 205, Route 66	00729	(305) 527-9737
SC	Anderson	JAX, LLC	3546 Clemson Boulevard	29621-1315	(864) 332-8032
SC	Charleston	BOTH Development of Maryland, Inc.	4968 Centre Pointe Drive	29418	(843) 744-1354
SC	Columbia	GC Partners, Inc.	5300 Forest Drive	29206	(803) 787-4446
SC	Easley	JAX, LLC	106 Southern Center Way	29642	(864) 855-4280
SC	Florence	Florence Corral, Inc.	2510 David H. McLeod Boulevard	29501	(843) 661-1021
SC	Greenville	JAX, LLC	3240 N. Pleasantburg Drive	29609	(864) 255-4790
SC	Myrtle Beach	GC Partners, Inc.	868 Oak Forest Lane	29577	(843) 626-2300
SC	Rock Hill	JAX, LLC	2370 Cherry Road	29730	(803) 328-0327
SC	Spartanburg	JAX, LLC	1492 W.O. Ezell Boulevard	29301	(864) 595-7011
SD	Rapid City	Great Western GC, LLC	1180 North Lacrosse Street	57701	(605) 399-2195
TN	Clarksville	Cumberland Corral, LLC	2811 Wilma Rudolph Boulevard	37040	(931) 906-9101
TN	Cookeville	J. C. Corral, Inc.	1380 Interstate Drive	38501	(931) 526-2352
TN	Hermitage	Cumberland Corral, LLC	315 Old Lebanon Dirt Road	37076	(615) 874-1313
TN	Johnson City	Johnson City Corral, LLC	3104 Browns Mill Road	37604	(423) 854-9400
TN	Kingsport	Mountain Treasure Corral, Inc.	1910 North Eastman Road	37664	(423) 247-7810
TN	Morristown	BABC Overfelt, LLC	2905 W. Andrew Johnson Highway	37814	(423) 318-1024
TN	Pigeon Forge	Collier Development Restaurants, Inc.	3610 Parkway	37863	(865) 453-1827
TN	Sevierville	Tri-C, Inc.	513 Winnfield Dunn Parkway	37876	(865) 453-8859
TX	Abilene	Ryno Corral, LLC	4357 South Danville Drive	79605	(325) 692-4592
TX	Amarillo	John & Jeremiah Enterprises Inc	7220 Interstate 40 West	79106	(806) 353-3779
TX	Arlington	GC Al-Banna, LLC	465 East Interstate 20	76018	(817) 419-9157
TX	Austin	Bezella Enterprises, LLC	12509 N. Lamar Boulevard	78753	(512) 973-8264
TX	Austin	M Juarez Enterprises, LLC	7300 IH 35 South	78745	(512) 383-8545
TX	Beaumont	SET Corral LLC	2190 IH 10 South	77707	(409) 842-2441
TX	Brownsville	South Texas Corral, LLC	4555 N. Expressway	78520	(956) 350-8266
TX	College Station	Sibo two LLC	700 University Drive East	77840	(979) 846-8484
TX	Conroe	Conroe Corral Murphy LLC	1604 IH 45 North	77301	(936) 494-3120
TX	Corpus Christi	P Juarez Enterprises, LLC	5901 S. Padre Island Drive	78412	(361) 991-2838
TX	Dallas	Texas Corral, LLC	1540 N. Cockrell Hill Road	75211	(214) 339-5799
TX	El Paso	Six Gunn Corral, L.P.	1460 Lee Trevino Drive	79936	(915) 592-8411
TX	El Paso	Transmountain Corral, LLC	4610 Transmountain Road	79924	(915) 757-8386
TX	El Paso	West Texas Corral L.P.	7420 Mesa Street	79912	(915) 833-8337

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)

STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE
TX	Fort Worth	Texas Corral, LLC	3517 Alta Mere Drive	76116	(817) 377-1034
TX	Galveston	Searcy, Inc.	6200 Seawall Boulevard	77551	(409) 744-1080
TX	Garland	GC Al-Banna, LLC	1420 Eastgate Drive	75041	(972) 613-6461
TX	Grand Prairie	San-Tex 47 Corral LLC	2820 I-20 West	75052	(972) 641-1800
TX	Harlingen	Lone Star Corral-Silva LLC	1525 W. Tyler Avenue	78550	(956) 421-5817
TX	Houston	Amleh & Sons 2, LLC	16308 FM 529 Road	77095	(281) 861-7021
TX	Houston	Siverly Corral, LLC	12500 Gulf Freeway	77034	(713) 910-0387
TX	Houston	Amleh & Sons 2, LLC	14010 E. Freeway I-10	77015	(713) 450-1824
TX	Houston	Calco Restaurants, LLC	13145 Northwest Freeway	77040	(713) 939-7994
TX	Humble	Humble GC, LLC	9663 FM 1960 Bypass Road West	77338	(281) 540-1051
TX	Killeen	Texas Corral, LLC	1420 E. Central Texas Expressway	76541	(254) 501-4710
TX	Laredo	The Contento Company, Inc.	5930 San Bernardo Avenue	78041	(956) 791-3374
TX	Longview	GCL 717, LLC	114 E. Loop 281	75605	(903) 234-8736
TX	Lubbock	JNG Management, L.L.C.	5117 Loop 289	79424	(806) 798-8424
TX	Lufkin	Ray Spornhauer	2401 South First Street	75901	(936) 639-1340
TX	Marshall	Net Foods, LLP	5012 E. End Boulevard South	75672	(903) 927-1934
TX	McAllen	John Gomez Enterprises, LLC	1301 East Jackson Avenue	78503	(956) 682-2774
TX	Mesquite	Texas Corral, LLC	1902 Towne Centre	75150	(972) 613-7050
TX	New Braunfels	Live Oak Corral, LLC	1042 N. Interstate 35	78130	(830) 625-9500
TX	N. Richland Hills	Texas Corral, LLC	7660 Grapevine Highway	76180	(817) 589-2891
TX	Odessa	WESTEXASGC, Inc.	4261 John Ben Sheppard Parkway	79762	(432) 366-1147
TX	Pasadena	Orlando Gomez Enterprises, Inc	4021 Spencer Highway	77504	(713) 946-1091
TX	Pearland	Sal M. Amleh and Luay Amleh	9115 Broadway Street	77584	(281) 412-4546
TX	Rosenberg	Searcy, Inc.	27490 Southwest Freeway	77471	((281) 232-7676
TX	San Angelo	JFK Corral, Inc.	4387 W. Houston Harte Expressway	76901	(325) 949-6064
TX	San Antonio	Palladium Corral, LLC	9111 North Loop 1604 West	78249-2522	(210) 695-2366
TX	San Antonio	Alamo Corral, LLC	5071 N.W. Loop 410	78229	(210) 680-5869
TX	San Antonio	Burch Enterprises, LLC	1025 SE Military Road	78214	(210) 992-6701
TX	Sherman	GC Al-Banna, LLC	900 East US Highway 82	75090	(903) 892-3366
TX	Spring	Spring Corral, Inc.	20170 N. Freeway	77373	(281) 288-0484
TX	Temple	AAAA J, LLC	5101 S. General Bruce Drive	76502	(254) 773-8357
TX	Texarkana	3TAC, Inc.	3809 Sowell Lane	75501	(903) 334-8399
TX	Tyler	Net Foods, LLP	5602 S. Broadway Avenue	75703	(903) 561-8997
TX	Universal City	Sherrill Universal City Corral, LP	2301 Pat Booker Road	78148	(210) 658-7270
TX	Victoria	Golden Boy Corrals, LLC	5102 N. Navarro Street	77904	(361) 578-8176
TX	Waco	SIBO, LLC	618 N. Valley Mills Drive	76710	(254) 751-9088
TX	Weslaco	J&O Enterprises, Inc.	300 W. Expressway 83	78596	(956) 969-2565

GOLDEN CORRAL FRANCHISE RESTAURANTS (AS OF DECEMBER 28, 2022)						
STATE	CITY	FRANCHISE ENTITY	ADDRESS	ZIP	TELEPHONE	
UT	Cedar City	Zion Foods, LLC	1379 S. Main Street	84720	(435) 263-0222	
UT	Layton	Mountain West Corral, Inc.	1624 N. Heritage Park Boulevard	84041	(801) 775-9535	
UT	Midvale	Marshall Anderson/Ronald E. Farnsworth	665 East 7200 South	84047-2215	(801) 562-4332	
UT	Ogden	BAAM, Inc.	988 Washington Boulevard	84404	(801) 394-1583	
UT	Orem	Mountain West Corral, Inc.	171 W. University Parkway	84058	(801) 225-6299	
UT	St. George	DBL Corral, LLC	42 South River Road	84790	(435) 673-5700	
VA	Bristol	OK Corral, LLC	3104 Lee Highway	24202	(276) 669-8980	
VA	Chesapeake	G.C. of Chesapeake, Inc.	101 Volvo Parkway	23320	(757) 549-2819	
VA	Colonial Heights	Platinum Corral, LLC	2501 Conduit Road	23834	(804) 520-4581	
VA	Fredericksburg	G.C. of Fredericksburg, LLC	10320 Spotsylvania Avenue	22408	(540) 891-2022	
VA	Glen Allen	Platinum Corral, LLC	4050 Gaskins Road	23060	(804) 967-0052	
VA	Lynchburg	Platinum Corral, LLC	4005 Wards Road	24502	(434) 832-6440	
VA	Manassas	G.C. of Manassas Partners, LLC	10801 Bulloch Drive	20109	(703) 368-3664	
VA	Newport News	G.C. of Newport News, LLC	305 Chatham Drive	23602	(757) 877-5164	
VA	Richmond	Platinum Corral, LLC	11 S. Providence Road	23236	(804) 320-5078	
VA	Roanoke	Platinum Corral, LLC	1441 Towne Square Boulevard	24012	(540) 563-8826	
VA	Ruther Glen	BOTH, Inc.	23866 Rogers Clark Road	22546	(804) 867-2420	
VA	Virginia Beach	G.C. of Virginia Beach, LLC	400 Independence Boulevard	23452	(757) 499-6528	
VA	Waynesboro	Valley Corral, LLC	51 Apple Tree Lane	22980	(540) 941-2486	
VA	Williamsburg	G.C. of Williamsburg, LLC	218 Bypass Road	23185	(757) 229-3785	
VA	Winchester	Valley Corral, LLC	120 Costello Drive	22602	(540) 667-6329	
WA	Puyallup	Golden Creations, LLC	3500 S. Meridian, Suite 700	98373	(253) 200-6368	
WA	Spokane	Golden Food Services, LLC	North 7117 Division Street	99208	(509) 468-1895	
WA	Vancouver	GC Vancouver, LLC	11801 NE Fourth Plain Boulevard	98682	(360) 256-1118	
WV	Beckley	Almost Heaven GC, LLC	1320 N. Eisenhower Drive	25801	(681) 207-7451	
WV	Cross Lanes	CSG Enterprises Corp	412 New Goff Mountain Road	25313	(304) 769-2240	
WI	Appleton	WI Z Corral, LLC	1169 North Westhill Boulevard	54914	(920) 739-6093	
WI	Green Bay	WI Z Corral, LLC	2590 Holmgren Way	54304	(920) 884-9480	
WI	Janesville	Martinez Corral LLC	3111 Wellington Court	53546	(423) 737-7273	
WI	Kenosha	Himalaya Enterprises-Kenosha, LLC	6208 75 th Street	53142	(262) 942-9396	
WI	Milwaukee	Bucky Corral, LLC	300 West Layton Avenue	53207	(414) 482-7500	
WI	Waukesha	Himalaya Enterprises-Waukesha, LLC	1673 Arcadian Avenue	53186-5391	(262)-896-1000	

EXHIBIT L

FRANCHISEES WHO EXITED AN OUTLET DURING 2022

FRANCHISEES WHO EXITED AN OUTLET IN 2022

A. FRANCHISEES WHO TRANSFERRED A RESTAURANT			
STATE	FRANCHISE ENTITY	ADDRESS	TELEPHONE
AR	KOOPER CORRAL, LLC	4507 N. College Avenue, Fayetteville, AR 72703	(479) 443-0433
CA	CALIFORNIA CORRAL, INC	12845 Main Street, Hesperia, CA 92345	(760) 956-9393
FL	JEDZ, INC.	15810 Highway US 441, Eustis, FL 32726	(352) 589-1831
IA	IOWA GOLDEN CORRAL, LLC	3103 Dial Drive, Council Bluffs, Iowa 51501	(712) 366-1832
IA	MMG DAVENPORT, LLC	5202 Elmore Avenue, Davenport, Iowa 52807	(563) 355-5611
ID	GOLDEN NW, LLC	8460 West Emerald Street, Boise, ID 83704	(208) 373-7101
ID	GOLDEN NW 2, LLC	2122 North Cassia Street, Nampa ID 83651	(208) 466-2883
IN	JIREH DINING LLC	135 E. Douglas Road, Mishiwaka, IN 46545	(574) 217-4956
MI	CORRAL OF DOWNRIVER, INC.	4200 Miller Road, Flint, MI 48507	(810) 407-7186
NE	MMG OMAHA, LLC	6006 N. 72 nd Street, Omaha, NE 68134	(402) 932-4888
OH	GOLDEN BARREL, LLC	4570 East Main Street, Whitehall, Ohio 43213	(614) 864-3700
OK	C-MAX HOSPITALITY, LLC	1501 SW 74 th Street, Oklahoma City, OK 73159	(405) 680-7400
OK	MREATS CORRAL, LLC	8144 East 21 st Street, Tulsa, OK 74129	(918) 665-6355
OK	GC EXPERTS, LLC	9711 E. 71 st Street South, Tulsa, OK 74133	(918) 254-5560
WI	PARK PLACE CORRAL CORP	3111 Wellington Court, Janesville, WI 53546	(423) 737-7273
B. ALL OTHER FRANCHISEE TERMINATIONS/NON-RENEWALS/REACQUIRED/CEASED OPERATIONS			
STATE	FRANCHISE ENTITY	ADDRESS	TELEPHONE
CO	NORTHERN GC, LLC	3035 23 rd Avenue, Greeley, CO 80631	(970) 330-1014
FL	EARL C. WILSON	410 Andalusia Boulevard, Cape Coral, Florida 33909	(239) 673-6829
FL	CASPIAN KEY, LLC	4705 US 98 North, Lakeland, FL 33809	(863) 815-9774
FL	SERENE BAY GROUP, LLC	4532 S. Florida Avenue, Lakeland, Florida 33813	(954) 623-6400
FL	YELLOWFINS III, LLC	225 Cypress Edge Drive, Palm Coast, Florida 32164	(386) 445-0224
IA	GOLDEN MANAGEMENT, LLC	5230 Sergeant Road, Sioux City, IA 51106	(712) 560-4976
MI	CORRAL OF GRAND RAPID, LLC	3461 Alpine Avenue, Walker, MI 49544	(616) 608-5785
MO	R.F.R., INC.	2004 W. Broadway, Sedalia, MO 65301	(660) 829-1358
PA	VALLEY CORRAL, LLC	1147 Quentin Road, Lebanon, Pennsylvania 17042	(717) 274-1470

WI	SUPPLE GC-OSHKOSH, LLC	580 S. Koeller Road, Oshkosh, Wisconsin 54902	(920) 230-9000
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EXHIBIT M

STATE-SPECIFIC DISCLOSURES AND AGREEMENT AMENDMENTS

California Disclosure Addendum

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the State of California:

1. Our website, <http://www.goldencorral.net>, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

2. Item 3, "Litigation," is amended to add the following:

Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended to add the following:

The following notices are required by the State of California to be included in this disclosure document whenever an applicable provision is included in a Franchise Agreement. We reserve the right to attempt to enforce all of the provisions listed below in which we indicate that "this provision may not be enforceable under California law."

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement and Area Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

The Franchise Agreement and Area Development Agreement contain a covenant not to compete which extends beyond the termination of the agreement. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.

You must sign a general release if you renew or transfer your franchise. These provisions may not be enforceable under California law. California Corporations Code § 31512 voids a waiver of your rights under the California Franchise Investment Law (California Corporations Code §§ 31000-31516). Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 20000-20043).

The Franchise Agreement and Area Development Agreement require application of the laws of North Carolina. This provision may not be enforceable under California law.

The Franchise Agreement and Area Development Agreement contain a venue provision for litigation. This provision may not be enforceable under California law.

Section 31125 of the California Corporations Code requires a franchisor to give a franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in California. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

California Amendment to the Franchise Agreement

This Addendum relates to franchises sold in California and is intended to comply with California statutes and regulations. In consideration of the execution of the Franchise Agreement, Golden Corral Franchising Systems, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Entire Agreement: Section 22 is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

2. Acknowledgments. Sections 25.1, 25.2 and 25.3 are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____

California Amendment to the Area Development Agreement

This Addendum relates to franchises sold in California and is intended to comply with California statutes and regulations. In consideration of the execution of the Area Development Agreement, Golden Corral Franchising Systems, Inc. and Developer agree to amend the Area Development Agreement as follows:

1. Entire Agreement: Section 12 is amended to read as follows:

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

2. Acknowledgments. Sections 15.1, 15.2 and 15.3 are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

AREA DEVELOPER

By: _____

Illinois Disclosure Addendum

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 to 705/44, the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the State of Illinois:

Item 17, Additional Disclosures.

The conditions under which the Franchise Agreement or Area Development Agreement can be terminated and your rights upon non-renewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Pursuant to Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement or Area Development Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void.

The Illinois Franchise Regulations, Section 200.608, require that Illinois law govern franchise agreements entered into in Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in Illinois. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Illinois Amendment to the Franchise Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Golden Corral Franchising Systems, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 22 of the Agreement, under the heading "Entire Agreement," is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

2. Section 23 of the Agreement, under the heading "Applicable Law," is amended by deleting subsections 23.1 and 23.2 and substituting the following new subsection 23.1:

23.1 This Agreement takes effect upon its acceptance and execution by Franchisor in North Carolina, and North Carolina law shall apply to any claim or controversy regarding the making, entering into, performance or interpretation of this Agreement. In the event of any conflict of law, the laws of North Carolina shall prevail, except with respect to claims arising under the Illinois Franchise Disclosure Act of 1987, without regard for the application of North Carolina conflict of law rules; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of North Carolina, but would be enforceable under the laws of the state in which the restaurant is located, then such provisions shall be interpreted and construed under the laws of the state in which the restaurant is located. Nothing in this Section 23 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of North Carolina to which it would not otherwise be subject.

3. Section 23 of the Agreement, under the heading "Applicable Law," is further amended by adding the following new subsections 23.7 and 23.8:

23.7 If any of the provisions of this Agreement concerning renewal or termination are inconsistent with Section 19 or 20 of the Illinois Franchise Disclosure Act of 1987, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act of 1987.

23.8 Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

4. Sections 25.1, 25.2 and 25.3 of the Agreement, under the heading "Acknowledgments," are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or

agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Illinois Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____

Illinois Amendment to the Area Development Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Golden Corral Franchising Systems, Inc. Area Development Agreement (the "Agreement") agree as follows:

1. Section 6 of the Agreement, under the heading "Default," is amended to add the following new subsection 6.6:

6.6 If any of the provisions of this Section 6 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act of 1987, the Illinois law shall apply.

2. Section 12 of the Agreement, under the heading "Entire Agreement," is amended to read as follows:

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

3. Sections 13.1 and 13.2 of the Agreement, under the heading "Applicable Law," are deleted in their entirety and replaced with the following new Section 13.1:

13.1 This Agreement takes effect upon its acceptance and execution by Franchisor in North Carolina, and North Carolina law shall apply to any claim or controversy regarding the making, entering into, performance or interpretation of this Agreement. In the event of any conflict of law, the laws of North Carolina shall prevail, except with respect to claims arising under the Illinois Franchise Disclosure Act of 1987, without regard for the application of North Carolina conflict of law rules; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of North Carolina, but would be enforceable under the laws of the state in which the principal office of Area Developer is located, then such provisions shall be interpreted and construed under the laws of the state in which the principal office of Area Developer is located. Nothing in this Section XIV is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of North Carolina to which it would not otherwise be subject.

4. Section 13 of the Agreement, under the heading "Applicable Law," is amended to add new subsection 13.7, as set forth below:

13.7 Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

5. Sections 15.1, 15.2 and 15.3 of the Agreement, under the heading "Acknowledgments," are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Illinois Amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

AREA DEVELOPER

_____ By: _____ (Seal)
(Name)
Email: _____

Illinois Amendment to the Coastal Equipment Company Equipment Purchase and Sale Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Coastal Equipment Company Equipment Purchase and Sale Agreement (the "Agreement") agree as follows:

1. Section 10.(d) of the Agreement is deleted and replaced with the following new Section 10.(d):

(d) Governing Law. Buyer represents that the Equipment being purchased hereunder is purchased for business purposes only, and under no circumstances shall this Agreement be construed as a consumer contract. This Agreement shall be construed to be between merchants and governed by the laws of the state of North Carolina, U.S.A., including the Uniform Commercial Code in effect on the date hereof, which shall prevail in the event of any conflict of law. In the event of any action to enforce this Agreement, the prevailing party shall be entitled to recover all costs and expenses thereof, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Illinois Amendment to the Coastal Equipment Company Equipment Purchase and Sale Agreement on the same date as the Coastal Equipment Company Purchase and Sale Agreement was executed.

SELLER: COASTAL EQUIPMENT COMPANY

By: _____
(Name)

BUYER:

By: _____
(Name)

Indiana Amendment to the Franchise Agreement

FRANCHISOR and FRANCHISEE have signed a Franchise Agreement for a franchise to be located in Indiana. This Addendum reflects provisions of Indiana law.

1. Pursuant to Section 23.2-2.7-1 of the Indiana Code, it is unlawful for any franchise agreement entered into between any franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana to contain any of the following provisions:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by this chapter or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subdivision does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subdivision.

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subdivision includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any:

- (A) advertising campaign or contest;
- (B) promotional campaign;
- (C) promotional materials; or
- (D) display decorations or materials;

at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

2. If the Franchise Agreement contains a provision that is inconsistent with the Indiana Code, the provisions of the Indiana Code will supersede the Franchise Agreement.

3. Section 22 of the Agreement, under the heading "Entire Agreement," is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

4. Sections 25.1, 25.2 and 25.3 of the Agreement, under the heading "Acknowledgments," are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. This Addendum will have effect only if the Franchise Agreement and/or the relationship between Franchisor and Franchisee satisfy all of the jurisdictional requirements of the Indiana Code, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____
Name/Title: _____
Email: _____

Maryland Disclosure Addendum

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the State of Maryland:

1. Item 5, under the heading “Initial Fees,” is amended to add the following:

Based on the financial condition of the franchisor, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and development agreement.

2. Item 17, under the heading “Renewal, Termination, Transfer and Dispute Resolution,” is amended to add the following:

The Franchise Agreement and Area Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

The Franchise Agreement requires you to sign a general release as a condition of renewal or transfer of the franchise. These releases will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

3. Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in Maryland. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Maryland Amendment to the Franchise Agreement

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Golden Corral Franchising Systems, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Agreement, under the heading "Initial Franchise Fee," is amended by adding the following:

Based on the financial condition of the franchisor, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisee shall be deferred until the franchisor completes its reopening obligations under the Agreement.

2. Section 22 of the Agreement, under the heading "Entire Agreement," is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

3. Section 22 of the Agreement, under the heading "Entire Agreement," is further amended to add the following sentence at the end of the section:

The representations contained in this Section 22 are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Section 23 of the Agreement, under the heading "Applicable Law," is amended by deleting subsections 23.2 and 23.5 and substituting the following new subsections 23.2 and 23.5, and by adding the following new subsection 23.7:

23.2. Except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, any action brought by Franchisee against Franchisor shall be brought exclusively, and any action brought by Franchisor against Franchisee may be brought, in the federal district court covering the location at which Franchisor has its principal place of business at the time the action is commenced, provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall (with respect to actions commenced by Franchisee), and may (with respect to actions commenced by Franchisor) be brought in the state court within the judicial district in which Franchisor has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

23.5. Franchisor and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim whether at law or in equity, brought by them against the other. Any and all claims and actions arising out of or relating to the Agreement, the relationship of Franchisor and Franchisee, or Franchisee's operation of the Franchised business shall be commenced within two years from the occurrence of the facts giving rise to such claim or action, or such, claim or action shall be barred; except for claims arising under the Maryland Franchise Registration and Disclosure Law, which shall be commenced within three (3) years from the grant of the franchise. Franchisor and Franchisee hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

23.7. Any general release required to be executed pursuant to this Agreement, including but not limited to those required in connection with any transfer or renewal, will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. Sections 25.1, 25.2 and 25.3 of the Agreement, under the heading "Acknowledgments," are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Section 25 of the Agreement, under the heading "Acknowledgments," is amended to add the following new subsection:

25.5 The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Maryland Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____
Name/Title: _____
Email: _____

Maryland Amendment to the Area Development Agreement

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Golden Corral Franchising Systems, Inc. Area Development Agreement (the "Agreement") agree as follows:

1. Section 2.1 of the Agreement, under the heading "Development Fee," is amended by adding the following:

Based on the financial condition of the franchisor, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisee shall be deferred until the franchisor completes its preopening obligations for the first Restaurant under the Agreement.

2. Section 7.2.2.3 of the Agreement, under the heading "Transfers," is deleted and replaced with the following:

7.2.2.3 The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances, excluding only such claims as transferor may have under the Maryland Franchise Registration and Disclosure Law;

3. Section 12 of the Agreement, under the heading "Entire Agreement," is amended to read as follows:

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

4. Section 12 of the Agreement, under the heading "Entire Agreement," is further amended to add the following sentence at the end of the section:

The representations contained in this Section 12 are not intended to nor shall act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Sections 13.2 and 13.5 of the Agreement, under the heading "Applicable Law," are deleted and replaced with the following:

13.2 Except for claims arising under the Maryland Franchise Registration and Disclosure Law, any action brought by Area Developer against Franchisor shall be brought exclusively, and any action brought by Franchisor against Area Developer

may be brought, in the federal district court covering the location at which Franchisor has its principal place of business at the time the action is commenced, provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall (with respect to actions commenced by Area Developer), and may (with respect to actions commenced by Franchisor) be brought in the state court within the judicial district in which Franchisor has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

13.5 Franchisor and Area Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim whether at law or in equity, brought by them against the other. Any and all claims and actions arising out of or relating to the Agreement, the relationship of Franchisor and Area Developer, or Area Developer's operation of its business shall be commenced within two years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred; except for claims arising under the Maryland Franchise Registration and Disclosure Law, which shall be commenced within three (3) years from the grant of the franchise. Franchisor and Area Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the others and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by them.

6. Sections 15.1, 15.2 and 15.3 of the Agreement, under the heading "Acknowledgments," are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Section 15 of the Agreement, under the heading "Acknowledgments," is amended to add the following new subsection:

15.5 The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Maryland Amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

AREA DEVELOPER

By: _____
Name/Title: _____
Email: _____

Michigan Disclosure Addendum

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

(J) EXHIBIT N TO THE FRANCHISE DISCLOSURE DOCUMENT (CERTIFICATION) IS NOT APPLICABLE IN MICHIGAN. NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGMENT SIGNED OR AGREED TO BY A FRANCHISEE IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF (I) WAIVING ANY CLAIMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCEMENT, OR (II) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY ANY FRANCHISOR, FRANCHISE SELLER, OR OTHER PERSON ACTING ON BEHALF OF THE FRANCHISOR. THIS PROVISION SUPERSEDES ANY OTHER TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE.

* * * *

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: DEPT. OF ENERGY, LABOR, & ECONOMIC GROWTH, CORPORATIONS DIVISION, P.O. BOX 30054, LANSING, MICHIGAN 48909; 7150 HARRIS DRIVE, LANSING, MICHIGAN 48909.

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913
TELEPHONE NUMBER: 517-373-7117

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.

Minnesota Disclosure Addendum

In recognition of the requirements of the Minnesota Franchise Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the State of Minnesota:

In Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring you to waive your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minn. Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes §§ 80C.01 - 80C.22.

Minnesota Rule 2860.4400J prohibits us from requiring you to waive your rights to a trial or to consent to liquidated damages, termination penalties, or judgment notes. This rule does not bar a voluntary arbitration of any matter.

Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in Minnesota. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Minnesota Amendment to the Franchise Agreement

In recognition of the requirements of the Minnesota Franchise Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Golden Corral Franchising Systems, Inc. Franchise Agreement (the “Agreement”) agree as follows:

1. Sections 2, 13, and 14 of the Agreement are amended to add the following:

Minnesota law provides franchisees with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

2. Section 22 of the Agreement, under the heading “Entire Agreement,” is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

3. Section 23 of the Agreement, under the heading “Applicable Law,” is amended to add the following new subsections 23.7 and 23.8:

23.7. Under Minnesota Statutes Section 80C.21, this Section 23 will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

23.8. Notwithstanding any general release required to be executed pursuant to the Agreement, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

4. Sections 25.1, 25.2 and 25.3 of the Agreement, under the heading “Acknowledgments,” are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Minnesota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____
Name/Title: _____
Email: _____

Minnesota Amendment to the Area Development Agreement

In recognition of the requirements of the Minnesota Franchise Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Golden Corral Franchising Systems, Inc. Area Development Agreement (the “Agreement”) agree as follows:

1. Section 7.2.2.3 of the Agreement, under the heading “Transfers,” is deleted and replaced with the following:

7.2.2.3 The transferee shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances, excluding only such claims as the transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce;

2. Sections 6 and 7 of the Agreement are each amended to add the following:

Minnesota law provides franchisees with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise/Area Development Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

3. Section 12 of the Agreement, under the heading “Entire Agreement,” is amended to read as follows:

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

4. Section 13 of the Agreement, under the heading “Applicable Law,” is amended to add the following new subsection 13.7:

13.7 Under Minnesota Statutes Section 80C.21, this Section 13 will not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

5. Sections 15.1, 15.2 and 15.3 of the Agreement, under the heading "Acknowledgments," are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Minnesota Amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

AREA DEVELOPER

By: _____
Name/Title: _____
Email: _____

New York Disclosure Addendum

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the State of New York:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

Item 3, "Litigation," additional disclosure:

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark:

a. Has any administrative, criminal, or material civil action pending against that person alleging a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations. There are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the System or its business operations.

b. Has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten-year period immediately preceding the date of this disclosure document, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

c. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934) suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4, "Bankruptcy," additional disclosure:

Except as described in this Item, neither we, our affiliates, our predecessors, officers, or general partners, during the ten year period immediately before the date of the disclosure document: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy laws; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy laws; or (c) was a principal officer of a company or general partner of a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or any foreign bankruptcy laws, or that obtained a discharge of its debts under the U.S. Bankruptcy Code or any foreign bankruptcy laws during or within one year after the officer or general partner held this position in the company or partnership..

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," revised disclosures:

The following sentence is added to item "d":

"You may also terminate the Franchise Agreement or Area Development Agreement on any grounds available by law."

The following sentence is added to item "j":

"However, no assignment will be made by franchisor except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement or Area Development Agreement."

The following sentence is added to item "w":

"The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33."

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," additional disclosures:

The New York General Business Law, Article 33, Sections 680 through 695, may supersede any provision of the Franchise Agreement or Area Development Agreement inconsistent with that law.

You must sign a general release when you transfer area development rights, or when you renew or transfer a franchise. This provision may not be enforceable under New York law.

Item 22, "Contracts," additional disclosures:

Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in New York. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

New York Amendment to the Franchise Agreement

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Golden Corral Franchising Systems, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Releases. Section 2.2.7 and Section 13.2.2.3 are each amended to add the following:

The foregoing release of claims does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by Franchisor. Section 13 is amended by adding the following:

Golden Corral will not assign its rights under the Franchise Agreement except to an assignee who in our good faith judgment is willing and able to assume our obligations under the Franchise Agreement.

4. Termination by Franchisee. Section 14 is amended by adding the following:

You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. Entire Agreement. Section 22 is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

6. Acknowledgements. Sections 25.1, 25.2 and 25.3 are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Governing Law. Section 23.1 is amended by adding the following:

Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

8. This Amendment will have effect only if the Franchise Agreement and/or the relationship between you and Golden Corral satisfy all of the jurisdictional requirements of the New York General Business Law, without considering this Amendment. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____
Name/Title: _____
Email: _____

New York Amendment to the Area Development Agreement

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Golden Corral Franchising Systems, Inc. Area Development Agreement (the "Agreement") agree as follows:

1. Any provision in the Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Release. Section 7.2.2.3 is amended to add the following:

The foregoing release of claims does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by Franchisor. Section 7.1 is amended by adding the following:

Golden Corral will not assign its rights under the Agreement except to an assignee who in our good faith judgment is willing and able to assume our obligations under the Agreement.

4. Termination by You. Section 6 is amended by adding the following:

You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. Entire Agreement. Section 12 is amended to read as follows:

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

6. Governing Law. Section 13.1 is amended by adding the following:

Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

7. Acknowledgments. Sections 15.1, 15.2 and 15.3 are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. This Amendment will have effect only if the Agreement and/or the relationship between you and Golden Corral satisfy all of the jurisdictional requirements of the New York General Business Law, without considering this Amendment. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

AREA DEVELOPER

By: _____
Name/Title: _____
Email: _____

North Dakota Disclosure Addendum

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the North Dakota Securities Commission, the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the State of North Dakota:

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. **Restrictive Covenants:** Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. **Situs of Arbitration Proceedings:** Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. **Restriction on Forum:** Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. **Liquidated Damages and Termination Penalties:** Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. **Applicable Laws:** Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. **Waiver of Trial by Jury:** Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. **Waiver of Exemplary and Punitive Damages:** Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. **General Release:** Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. **Limitation of Claims:** Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. **Enforcement of Agreement:** Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in North Dakota. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

North Dakota Amendment to the Franchise Agreement and Area Development Agreement

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the North Dakota Securities Commission, the Franchise Agreement and Area Development Agreement of Golden Corral Franchising Systems, Inc. are amended to add the following:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

2. Section 22 of the Franchise Agreement, under the heading "Entire Agreement," is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No

amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

3. Section 12 of the Area Development Agreement, under the heading “Entire Agreement,” is amended to read as follows:

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

4. Sections 25.1, 25.2 and 25.3 of the Franchise Agreement and Sections 15.1, 15.2 and 15.3 of the Area Development Agreement, under the heading “Acknowledgments,” are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. This Amendment will have effect only if the Agreement and/or the relationship between you and Golden Corral satisfy all of the jurisdictional requirements of the North Dakota Franchise Investment Law, without considering this Amendment. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this North Dakota Amendment to the Franchise Agreement and Area Development Agreement on the same date as the Franchise Agreement and Area Development Agreement were executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____
Name/Title: _____
Email: _____

Rhode Island Disclosure Addendum

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the State of Rhode Island:

Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” is amended to add the following:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

Item 22, “Contracts,” additional disclosures:

Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in Rhode Island. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Rhode Island Amendment to the Franchise Agreement

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Golden Corral Franchising Systems, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 22 of the Agreement, under the heading "Entire Agreement," is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

2. Section 23 of the Agreement, under the heading "Applicable Law," is amended to add the following new subsection 23.7:

23.7. §19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a form outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Sections 25.1, 25.2 and 25.3 of the Agreement, under the heading "Acknowledgments," are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____
Name/Title: _____
Email: _____

Rhode Island Amendment to the Area Development Agreement

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Golden Corral Franchising Systems, Inc. Area Development Agreement (the "Agreement") agree as follows:

1. Section 12 of the Agreement, under the heading "Entire Agreement," is amended to read as follows:

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

2. Section 13 of the Agreement, under the heading "Applicable Law," is amended to add the following new subsection 13.7:

13.7 §19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a form outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Sections 15.1, 15.2 and 15.3 of the Agreement, under the heading "Acknowledgments," are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

AREA DEVELOPER

By: _____
Name/Title: _____
Email: _____

Virginia Disclosure Addendum

In recognition of the requirements of the Virginia Retail Franchising Act, the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the Commonwealth of Virginia:

Item 17 (h), entitled “‘Cause’ defined – non-curable defaults,” is amended to add the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Item 22, “Contracts,” additional disclosures:

Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in Virginia. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Washington Disclosure Addendum

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document of Golden Corral Franchising Systems, Inc. is amended as follows for use in the State of Washington:

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. Each provision of this Addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this Addendum to the disclosure document.

Exhibit N to the Franchise Disclosure Document (Certification) is not applicable in Washington. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Washington Amendment to the Franchise Agreement

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Golden Corral Franchising Systems, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Washington Modifications.

A. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, including in the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Franchise Agreement in your relationship with us, including in the areas of termination and renewal of your franchise.

C. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

D. A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a trial by jury, may not be enforceable.

E. Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

F. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

G. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

2. Section 22 of the Agreement, under the heading “Entire Agreement,” is amended to read as follows:

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any and all prior agreements, no other representations having induced Franchisee to execute this Agreement. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Nothing in this Section 22 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

3. Sections 25.1, 25.2 and 25.3 of the Agreement, under the heading “Acknowledgments,” are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

FRANCHISEE

By: _____
Name/Title: _____
Email: _____

Washington Amendment to the Area Development Agreement

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Golden Corral Franchising Systems, Inc. Area Development Agreement (the "Agreement") agree as follows:

1. Washington Modifications.

A. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. The State of Washington has a statute, RCW 19.100.180, which may supersede the Agreement in your relationship with us, including in the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Agreement in your relationship with us, including in the areas of termination and renewal of your franchise.

C. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

D. A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a trial by jury, may not be enforceable.

E. Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

F. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

G. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

2. Entire Agreement. Section 12 is amended to read as follows:

This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 12 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

3. Acknowledgments. Sections 15.1, 15.2 and 15.3 are deleted in their entirety. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Construction. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Washington Amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

GOLDEN CORRAL FRANCHISING SYSTEMS, INC.

By: _____
R. Chappell Phillips, Executive Vice President
Email: chappell.phillips@goldencorral.net

AREA DEVELOPER

By: _____
Name/Title: _____
Email: _____

EXHIBIT N
CERTIFICATION

EXHIBIT N

**(Not Applicable to Prospective Franchisees in CA, HI, IL, IN,
MD, MI, MN, NY, ND, RI, SD, VA, WA and WI)**

CERTIFICATION

Golden Corral Franchising Systems, Inc. ("Golden Corral") wants to be sure that the procedures followed by us and our sales representatives in connection with the offer and sale to you of area development rights and/or franchises for Golden Corral® restaurants have been in full compliance with the law. Please review each of the following statements carefully and, if they are true, please initial each page and sign this certification.

1. I am planning to enter into a Franchise Agreement and/or Area Development Agreement with Golden Corral today.
2. Prior to today and with respect to this transaction, I have neither entered into any binding agreement with Golden Corral nor paid any money to Golden Corral (or anyone associated with Golden Corral) concerning the granting of the franchise/area development rights.
3. I have received a copy of Golden Corral's Franchise Disclosure Document ("FDD") at least 14 calendar days before today.
4. I have had ample time and opportunity to conduct an independent investigation about, and to consult with advisors of my own choosing such as lawyers and accountants concerning, the benefits and risks of entering into the Franchise Agreement and/or Area Development Agreement.
5. I understand that this business venture involves business risks and that its success will depend largely upon my own ability as an independent business person.
6. Neither Golden Corral, nor any representative of Golden Corral, nor any person acting on behalf of Golden Corral, has made any oral representation to me, or provided me with any written representation, which is inconsistent with the information contained in the FDD.
7. Neither Golden Corral, nor any representative of Golden Corral, nor any person acting on behalf of Golden Corral, has made any oral representation to me or provided me with any written representation which varies, reduces, expands, creates, eliminates, or is in any way inconsistent with any right or obligation of either Golden Corral or me under any agreement being signed today.

____ Initials

8. Except for the information contained in Golden Corral's FDD, neither Golden Corral, nor any representative of or any person acting on behalf of Golden Corral, has made any oral representation to me, or provided me with any written representation, which states or suggests a specific level or range of past, current or future sales, income, costs or profits of franchised or company-owned Golden Corral restaurants.

9. Neither Golden Corral, nor any representative of or any person acting on behalf of Golden Corral, has made any oral representation to me, or provided me with any written representation, which states or suggests a specific level or range of past, current or future sales, income, costs or profits that I or any other Golden Corral area developer or franchisee can expect to achieve.

10. The only rights I have been granted to develop and/or operate any Golden Corral franchised restaurant(s) have been pursuant to a written Area Development Agreement and/or Franchise Agreement with Golden Corral. I have not been expressly or implicitly promised and/or given any other rights or options by Golden Corral to develop any additional territories and/or restaurants.

11. I am aware of the fact that the Franchise Agreement Section 23.5 and Area Development Agreement, Section 13.5 provide that both Golden Corral and I have agreed to (i) waive a jury trial for any dispute, as well as the right to seek punitive or exemplary damages against the other; and (ii) significantly reduce the time within which to assert a claim against the other in any adjudicatory forum.

12. I acknowledge that with respect to the agreements being signed today, no employee or other person speaking on behalf of Golden Corral has made any statement, promise, or agreement concerning:

- the rights or obligations which Golden Corral will have to me or that I will have to Golden Corral under these agreements; or
- the term and condition of these agreements

that, in either circumstance, are not specifically stated in the agreements.

13. I have read, and I understand, the entire Franchise Agreement and/or Area Development Agreement and FDD.

14. There has been no material change to any agreement being signed today that I have not seen or agreed to at least seven calendar days before today.

____ Initials

15. During my negotiations and evaluations leading up to my decision to enter into a Golden Corral Franchise Agreement and/or Area Development Agreement, I communicated with the following individuals from Golden Corral or its affiliates (please check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Joyce Bunn | <input type="checkbox"/> Paul A. ("Skip") Hanke |
| <input type="checkbox"/> David Conklin | <input type="checkbox"/> Lance Trenary |
| <input type="checkbox"/> Kim Davis | <input type="checkbox"/> David Webb |
| <input type="checkbox"/> Jim Laverty | <input type="checkbox"/> Shelley Wolford |
| <input type="checkbox"/> Chappell Phillips | <input type="checkbox"/> Other: _____ |

Address: 5400 Trinity Road, Suite 309
Raleigh, NC 27607

16. If more than one individual, person or entity has signed this Certification, each such individual, person or entity respectively certifies as to the accuracy of each of the statements in this certification.

17. Each signer acknowledges that this certification may be executed by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) shall be effective as delivery of a manually executed original counterpart hereof.

Prospective Area Developer(s)/Franchisee(s):

Date:_____

Date:_____

Date:_____

Date:_____

EXHIBIT O

CURRENT FORM OF GENERAL RELEASE

EXHIBIT O

CURRENT FORM OF GENERAL RELEASE

Here is the form of General Release which, as of the date of this disclosure document, we are using for transactions referenced in the Franchise Agreement or Area Development Agreement for which a Franchisee or Area Developer is obligated to sign a release. We may, in our sole discretion, periodically modify this General Release.

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned franchisee ("Franchisee"), who hereby acknowledges having executed this General Release in good faith and with the benefit of advice of legal counsel pertaining to all rights and obligations hereunder and the consequences hereof, on the undersigned's behalf and on behalf of all of its successors, assigns, heirs, executors and administrators does hereby irrevocably remise, release and forever discharge generally Golden Corral Franchising Systems, Inc. and its predecessor(s), successor(s), parent(s), affiliates, assigns and all of their respective representatives, employees, officers, agents, servants, directors and stockholders (past, present or future) and each of them, of and from any and all claims, debts, liabilities, demands, damages, obligations, costs, expenses, actions and causes of action of every nature, character and description, known and unknown, vested or contingent, which the undersigned now own(s) or hold(s), or has at any time heretofore owned or held, or may at any time own or hold against any one or more of such releasees, arising out of or related to any and all matters, things or transactions of any kind at any time prior to and including the date the undersigned executed this General Release, including but not limited to those relating to the _____ Agreement dated _____ which document was originally issued to _____. In addition, Franchisee hereby conveys, assigns and transfers to Franchisor's parent company, Golden Corral Corporation, all right, benefit, title and interest, if any, in and to all claims and/or causes of action that Franchisee may have relating to Franchisee's purchases from any and all distributors, manufacturers, suppliers, wholesalers and vendors supplying equipment, supplies, food and beverage items, services (including, without limitation, credit card interchange and/or processing fees and services), and other products and materials required for the operation of the Restaurant and, as the case may be, all other Golden Corral® restaurants now and at any time in the past franchised by Franchisor to Franchisee and/or or any of Franchisee's affiliates or predecessors-in-interest. The foregoing assignment provision shall not apply to Franchisee's state law product liability claims or any claims that Franchisee may have arising under original equipment manufacturer (OEM) product warranties or Restaurant-related construction or janitorial/maintenance services.

The undersigned acknowledges that this General Release may be executed by electronic means (such as by Adobe Sign, DocuSign, facsimile or by email in "pdf" or "tif" format) shall be effective as delivery of a manually executed original counterpart hereof.

IN WITNESS WHEREOF the undersigned has executed, sealed and delivered this General Release on _____.

By: _____
_____, President

EXHIBIT P
FINANCIAL STATEMENTS

Golden Corral Franchising Systems, Inc.

Independent Auditor's Report and Financial Statements

**Years Ended December 28, 2022,
December 29, 2021 and
December 30, 2020**



Table of Contents

Independent Auditor’s Report..... 1

Financial Statements:

 Balance Sheets 3

 Statements of Earnings and Retained Earnings 4

 Statements of Cash Flows 5

 Notes to Financial Statements 6



Independent Auditor's Report

The Board of Directors
Golden Corral Franchising Systems, Inc.
Raleigh, NC

Opinion

We have audited the accompanying financial statements of Golden Corral Franchising Systems, Inc. (the "Company"), which comprise the balance sheets as of December 28, 2022 and December 29, 2021, and the related statements of earnings and retained earnings and cash flows for the years ended December 28, 2022, December 29, 2021, and December 30, 2020, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 28, 2022 and December 29, 2021, and the results of its operations and its cash flows for the years ended December 28, 2022, December 29, 2021, and December 30, 2020, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that these financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

FORVIS

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

FORVIS,LLP

**Raleigh, NC
March 2, 2023**

Golden Corral Franchising Systems, Inc.
Balance Sheets
December 28, 2022 and December 29, 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Current assets:		
Cash	\$ 16,615,097	\$ 12,984,780
Accounts receivable, net	1,929,297	1,504,564
Other assets	<u>1,279,120</u>	<u>150,935</u>
	19,823,514	14,640,279
Due from parent (Notes 1 and 4)	15,843,861	21,259,954
Noncurrent receivables, net	307,571	361,265
Cost of contracts	<u>743,324</u>	<u>861,859</u>
Total assets	<u>\$ 36,718,270</u>	<u>\$ 37,123,357</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Current portion of deferred credits, net (Note 2)	\$ 608,205	\$ 704,660
Accounts payable	6,683,870	10,413,801
Dividends payable	5,000,000	3,000,000
Other liabilities	<u>2,409,401</u>	<u>1,265,783</u>
	14,701,476	15,384,244
Deferred credits (Note 2)	<u>3,855,186</u>	<u>4,167,642</u>
Stockholder's equity:		
Common stock - par value of \$.10. Authorized, 10,000 shares; issued and outstanding, 1,000 shares	100	100
Additional paid-in capital	99,900	99,900
Retained earnings	<u>18,061,608</u>	<u>17,471,471</u>
	18,161,608	17,571,471
Total liabilities and equity	<u>\$ 36,718,270</u>	<u>\$ 37,123,357</u>

Golden Corral Franchising Systems, Inc.
Statements of Earnings and Retained Earnings
Years Ended December 28, 2022, December 29, 2021 and December 30, 2020

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Revenues:			
Franchise fees	\$ 927,688	\$ 1,156,556	\$ 2,313,495
Franchise royalties	61,165,079	44,452,373	14,890,448
Franchise advertising	34,395,514	22,675,386	13,503,249
	<u>96,488,281</u>	<u>68,284,315</u>	<u>30,707,192</u>
Expenses:			
Administration (Note 4)	19,421,248	11,621,144	13,752,914
Legal fees	-	1,500	10,550
Franchise advertising	33,251,896	21,851,627	13,751,416
	<u>52,673,144</u>	<u>33,474,271</u>	<u>27,514,880</u>
Earnings before income taxes	43,815,137	34,810,044	3,192,312
Income tax expense (Note 3)	225,000	100,000	29,000
Net earnings	43,590,137	34,710,044	3,163,312
Retained earnings, beginning	17,471,471	16,761,427	16,598,115
Dividends	(43,000,000)	(34,000,000)	(3,000,000)
Retained earnings, ending	<u>\$ 18,061,608</u>	<u>\$ 17,471,471</u>	<u>\$ 16,761,427</u>

See accompanying notes to financial statements.

Golden Corral Franchising Systems, Inc.

Statements of Cash Flows

Years Ended December 28, 2022, December 29, 2021 and December 30, 2020

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:			
Net earnings	\$ 43,590,137	\$ 34,710,044	\$ 3,163,312
Noncash items included in earnings:			
Amortization of costs of contracts	118,535	110,106	70,225
Increase (decrease) in cash due to changes in:			
Accounts receivable	(424,733)	(843,016)	1,608,250
Other current assets	(1,128,185)	(64,085)	494,454
Noncurrent receivables	53,694	(47,290)	(313,975)
Cost of contracts	-	-	90,842
Deferred credits	(408,911)	(965,100)	(1,700,075)
Accounts payable	(3,729,931)	9,785,881	(5,003,477)
Other current liabilities	1,143,618	823,759	(248,167)
	<u>39,214,224</u>	<u>43,510,299</u>	<u>(1,838,611)</u>
Cash flows from financing activities:			
Dividends paid	(41,000,000)	(31,000,000)	(8,000,000)
(Increase) decrease in due from parent	5,416,093	(1,194,192)	8,780,624
	<u>(35,583,907)</u>	<u>(32,194,192)</u>	<u>780,624</u>
Net increase (decrease) in cash	3,630,317	11,316,107	(1,057,987)
Cash, beginning	<u>12,984,780</u>	<u>1,668,673</u>	<u>2,726,660</u>
Cash, ending	<u>\$ 16,615,097</u>	<u>\$ 12,984,780</u>	<u>\$ 1,668,673</u>
Supplemental disclosures of cash flow information:			
Cash paid during the year for income taxes	<u>\$ 198,621</u>	<u>\$ 65,222</u>	<u>\$ 59,845</u>
Supplemental information on noncash financing activities:			
Dividends declared not paid	<u>\$ 5,000,000</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>

See accompanying notes to financial statements.

Notes to Financial Statements

1. Summary of Significant Accounting Policies

The Company, a wholly-owned subsidiary of Golden Corral Corporation, was established for the purpose of selling Golden Corral Restaurant franchises.

The number of franchise restaurants open as of each year end was as follows:

2022	358
2021	355
2020	264

Basis of Presentation

The financial statements of the Company are presented in conformity with accounting principles generally accepted in the United States of America, which require management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses during the reporting period, and of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

COVID-19 Pandemic

In January 2020, the Secretary of Health and Human Services declared the novel strain of coronavirus (“COVID-19”) a public health emergency. Subsequently in March 2020, the World Health Organization declared COVID-19 a global pandemic that resulted in a significant reduction in sales at our restaurants due to changes in consumer behavior as social distancing practices, dining room closures and other restrictions were mandated or encouraged by federal, state and local governments.

In response to COVID-19, federal, state and local governments began to react to the public health crisis by encouraging “social distancing” and requiring, in varying degrees, restaurant dine-in limitations and other restrictions that largely limited the restaurants of the Company’s franchisees take-out and delivery sales. Subsequent to imposition, government-imposed dine-in restrictions were relaxed in many of the locations in which the Company’s franchisees operate, although dining room capacity was still limited in many restaurants during 2021. The capacity limitations and personal safety preferences in the reopened dining rooms resulted in reduced traffic in franchise restaurants.

Fiscal Year

The Company uses a thirteen four-week period, fifty-two/fifty-three week fiscal year with the year ending on the Wednesday closest to December 31. The years ended December 28, 2022, December 29, 2021 and December 30, 2020 each included fifty-two weeks.

Revenue Recognition

Franchise Revenue – Each franchised restaurant operates under a separate franchise agreement. Franchise revenue consists primarily of royalties, advertising revenue and initial fees. The franchise arrangement between the Company as the franchisor and its franchisees as the customer requires the Company to perform various activities to support the brand that do not directly transfer goods and services to the franchisee, but instead represent a single performance obligation, which is the transfer of the franchise license. The intellectual property subject to the franchise license is symbolic intellectual property as it does not have significant standalone functionality, and substantially all of the utility is derived from its association with the Company’s past or ongoing activities. The nature of the Company’s promise in granting the franchise license is to provide the franchisee with access to the brand’s symbolic intellectual property over the term of the license. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

Golden Corral Franchising Systems, Inc.
Notes to Financial Statements

The transaction price in a standard franchise arrangement consists of (a) initial franchise fees; (b) continuing franchise fees (royalties); and (c) advertising fees. Since the Company considers the licensing of the franchising right to be a single performance obligation, no allocation of the transaction price is required.

The Company recognizes the primary components of the transaction price as follows:

- Upfront franchise fees are recognized as revenue ratably on a straight-line basis over the term of the franchise agreement commencing when the restaurant opens.
- The Company is entitled to royalties and advertising fees based on a percentage of the franchisees' sales. Royalty and advertising revenue are recognized when the franchisees' sales are recognized and collection is probable.

The Company considers itself to be primarily responsible for fulfilling the promise to provide all of the services specified in the franchise agreement, including advertising activities, which are not considered to be a separately distinct performance obligation in the context of providing the right to the symbolic intellectual property. Accordingly, revenues for advertising services are recognized by the Company when related revenue is received by its franchisees. These revenues are presented as franchise advertising revenues and expenses incurred to provide these services are presented as advertising expense in the accompanying statements of earnings and retained earnings.

Cost of Contracts – The Company often incurs sales commissions during the process of opening new franchise restaurants. Once the restaurant opens, the related costs are amortized on a straight-line basis over the term of the franchise agreement. Amortization was approximately \$119,000, \$110,000 and \$70,000 in 2022, 2021 and 2020, respectively. Commissions that were paid relative to a development contract that terminates without the opening of a franchise restaurant are expensed at the time of termination.

Development Fees

Development fees represent amounts collected from certain franchisees to reserve the right to develop particular geographic markets within a time frame specified in their development agreements. These amounts are applied against the franchise fee due upon signing of individual franchise agreements.

Royalty Fees

Royalty fees accrue based on a percentage of franchisee sales when collectability of the fee is reasonably assured. Costs relating to royalty fees are expensed as incurred.

Income Taxes

The Company files a consolidated S corporation federal income tax return with Investors Management Corporation, Golden Corral Corporation's parent. Investors Management Corporation elected S corporation status effective December 30, 2010. Earnings and losses after that date are included in the personal income tax returns of the stockholders. The Company may incur continuing income tax obligations in certain states where the Company is required to file and pay corporate taxes.

Tax positions must meet a recognition threshold of more-likely-than-not in order for the benefit of those tax positions to be recognized in the Company's financial statements. See Note 3 for disclosure of unrecognized tax benefits. Interest and penalties related to income tax assessments, if any, are reflected in income tax expense of the accompanying statements of earnings and retained earnings.

Due From Parent

Due from Parent represents non-interest bearing advances made to Golden Corral Corporation plus or minus net intercompany charges and credits from Golden Corral Corporation.

Accounts Receivable

Accounts receivable consist primarily of amounts due from franchisees, net of allowance for uncollectible amounts, if any. The allowance for uncollectible amounts is based on management's evaluation of specific receivables. No allowance for uncollectible amounts was recorded as of December 28, 2022 and December 29, 2021.

Recent Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASU 2016-13"), which requires the application of a current expected credit loss ("CECL") impairment model to financial assets measured at amortized cost, including trade accounts receivable and held-to-maturity debt securities. Under the CECL model, lifetime expected credit losses on such financial assets are measured and recognized at each reporting date based on historical, current, and forecasted information. Furthermore, the CECL model requires financial assets with similar risk characteristics to be analyzed on a collective basis. ASU 2016-13, as amended, is effective for the Company in fiscal years beginning after December 15, 2022 with early adoption permitted. The Company is evaluating the impact of adoption on its financial statements, including accounting policies, processes and systems.

Subsequent Events

The Company evaluated the effect subsequent events would have on the financial statements through March 2, 2023, which is the date the financial statements were available to be issued.

2. Deferred Credits

Deferred credits consist of the following:

	<u>2022</u>	<u>2021</u>
Deferred franchise fees	\$ 3,648,391	\$ 4,007,302
Deferred development fees	<u>815,000</u>	<u>865,000</u>
	<u>\$ 4,463,391</u>	<u>\$ 4,872,302</u>

3. Income Taxes

In conjunction with the Company's tax status as an S corporation, substantially all taxable income is allocated to the stockholders of the Company. The Company incurs income tax expense only in certain states that require the Company to file and pay corporate taxes.

The provision for state income tax expense was \$225,000 in 2022, \$100,000 in 2021, and \$29,000 in 2020.

The Company has determined that it does not have any material unrecognized tax benefits or obligations as of December 28, 2022 and December 29, 2021.

The federal income tax returns for the years on or after 2019 remain subject to examination. The years that the various state income tax returns remain subject to examination will vary by state.

4. Related Party Transactions

Golden Corral Corporation and affiliates provide administrative services to the Company. The amount charged to expense for these services was \$19,289,007, \$11,485,804 and \$13,214,421 for the years ended December 28, 2022, December 29, 2021 and December 30, 2020, respectively. These costs include amounts related to deferred compensation plans offered by Golden Corral Corporation. GC Development Corp., a wholly owned subsidiary of Golden Corral Corporation, provides certain services to the Company, which can include demographic services, real estate services and construction coordination and advice. In addition to services provided on a specific charge basis, the Company reimburses Golden Corral Corporation for general services rendered.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This disclosure document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	April 25, 2023
Illinois	April 25, 2023
Indiana	April 25, 2023
Maryland	<i>Pending</i>
Michigan	<i>Pending</i>
Minnesota	<i>Pending</i>
New York	April 25, 2023
North Dakota	<i>Pending</i>
Rhode Island	<i>Pending</i>
South Dakota	<i>Pending</i>
Virginia	<i>Pending</i>
Washington	<i>Pending</i>
Wisconsin	<i>Pending</i>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Golden Corral Franchising Systems, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Golden Corral Franchising Systems, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Exhibit A.

The franchisor is Golden Corral Franchising Systems, Inc., 5400 Trinity Road, Suite 309, Raleigh, North Carolina 27607, tel. number (919) 781-9310. The franchise seller is David M. Conklin at the same address and telephone number.

Issuance date: April 25, 2023

Golden Corral Franchising Systems, Inc. authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I received a Franchise Disclosure Document dated April 25, 2023 that included the following exhibits:

- A. List of State Administrators
- B. Agents for Service of Process
- C. Area Development Agreement and Guaranty
- D. Franchise Agreement and Guaranty
- E. Golden Corral Corporation Store Back Office Software License Agreement
- F. Personal Computer Backoffice Installation and Training Support Agreement
- G. Personal Computer Backoffice Software and Hardware Support Agreement
- H. Coastal Equipment Company's Equipment Purchase and Sale Agreement
- I. Golden Corral Restaurants Help Desk Support Agreement
- J. Table of Contents to the Manual
- K. List of Franchisees as of December 28, 2022
- L. Franchisees Who Exited an Outlet During 2022
- M. State-Specific Disclosures and Agreement Amendments
- N. Certification
- O. Current Form of General Release
- P. Financial Statements

Date

Prospective Franchisee

Your copy

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Date

Prospective Franchisee

Copy for Golden Corral