

GUARANTY OF PAYMENT

THIS GUARANTY AGREEMENT (this "Agreement") is entered into as of January 2, 2015, by **ALAMO DYNAMIC, LLC**, a Texas limited liability company ("Guarantor"), with an address at 120 Chula Vista, Hollywood Park, Texas 78232, in favor of **CHATHAM CREDIT MANAGEMENT III, LLC**, as agent for the lenders ("Agent") party to the Loan Agreement (defined below) from time to time ("Lenders") with an address at 400 Galleria Parkway, Suite 1950, Atlanta, GA 30339.

Lenders have extended a \$24,000,000.00 term loan to **FRESH ACQUISITIONS, LLC**, a Delaware limited liability company ("Borrower") (the "Term Loan"), consisting of a \$23,000,000 credit bid loan in connection with the Buffets Partners, L.P. bankruptcy proceeding and a \$1,000,000 short-term working capital loan under the terms of that certain Loan and Security Agreement dated as of June 20, 2014 (as amended or otherwise modified from time to time, the "Loan Agreement"), and Guarantor, is an affiliate of Borrower and has a substantial business relationship with Borrower, and, as required by the terms of the Loan Agreement, Guarantor has executed and delivered this Agreement to Agent, for the benefit of Lenders, to guarantee the payment of the Term Loan and the other Obligations (defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms not defined herein have the respective meanings provided for in the Loan Agreement.

SECTION 2. Representations and Warranties; Covenants. (a) Guarantor represents and warrants that: (i) this Agreement has been duly and validly executed and delivered by Guarantor and constitutes Guarantor's legal, valid and binding obligation, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles; (ii) neither the execution and delivery by Guarantor of this Agreement nor compliance with the terms and provisions hereof by Guarantor will conflict with or result in a breach of, or require any consent under, any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any material agreement or instrument to which Guarantor is a party or by which Guarantor is bound or to which Guarantor is subject, or constitute a default under any such agreement or instrument, or result in the creation or imposition of any lien upon any of Guarantor's revenues or assets pursuant to the terms of any such agreement or instrument; and (iii) after giving effect to the execution and delivery of the Loan Documents to which Guarantor is a party and the incurring of its obligations hereunder, Guarantor will not be, as of the date of this Agreement, (A) "insolvent," within the meaning of such term as defined in § 101 of Title 11 of the United States Code or § 2 of either the Uniform Fraudulent Transfer Act or the Uniform Fraudulent Conveyance Act, as each is amended from time to time, or (B) unable to pay Guarantor's debts generally as such debts become due, or have an unreasonably small capital to engage in any business or transaction, whether current or contemplated.

(b) So long as this Agreement remains in effect, Guarantor shall not enter into any merger, consolidation, reorganization, or recapitalization, or liquidate, wind up, or dissolve itself (or permit any liquidation or dissolution), or convey, sell, lease, license, assign, transfer, or otherwise dispose of, in one transaction or a series of transactions, all or any substantial part of its assets or acquire any assets of Borrower without the prior written consent of Agent.

SECTION 3. The Guaranty. Guarantor hereby, jointly and severally with each other guarantor of all or any part of the Obligations (defined in the Loan Agreement), unconditionally and irrevocably, guarantees the full and punctual payment (whether at stated maturity, upon acceleration or otherwise) and performance from time to time of the Term Loan, interest thereon and all other Obligations (defined in the Loan Agreement) (collectively the "Guaranteed Obligations"). This guaranty is a guaranty of payment and performance and not of collectibility and in no way conditional or contingent. Without limiting the generality of the foregoing, this Agreement is in no way conditioned upon any requirement that Agent or any Lender first attempt to obtain or collect payment, or seek observance or performance, of any of the Guaranteed Obligations from any person or entity which is or may become directly or indirectly liable or responsible for any of the Guaranteed Obligations, or resort to any other collateral or security or other means of obtaining or collecting payment or seeking observance or performance of any of the Guaranteed Obligations, or upon any other contingency whatsoever. Each and every default in the payment, observance or performance of any of the Guaranteed Obligations shall give rise to a separate cause of action under this Agreement and separate suits, actions or proceedings may be brought hereunder as and when any such cause of action arises.

SECTION 4. Guaranty Unconditional. The obligations of Guarantor hereunder shall be unconditional, irrevocable, continuing and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (i) any extension, renewal, settlement, compromise, surrender, indulgence, forbearance, acceleration, waiver or release in respect of any obligation of Borrower or any other Guarantor (defined under the Loan Agreement; Borrower and all Guarantors being referred to herein as a "Loan Party") with respect to the Term Loan, the other Obligations, the Guaranteed Obligations, the Loan Agreement, the promissory note or notes issued under the Loan Agreement (the "Notes"), or any other Loan Document, by operation of law or otherwise; (ii) any change in the terms of the Term Loan, the other Obligations, the Guaranteed Obligations, the Loan Agreement, the Notes or any other Loan Document or any amendment or other modification to the Loan Agreement, the Notes, or any other Loan Document; (iii) any invalidity, nonattachment, nonperfection, failure to obtain priority, release, surrender, accept, exchange, substitution, subordination, enforcement or sale of any part of the Collateral or any other direct or indirect security for the Term Loan, the other Obligations, the Guaranteed Obligations or any other obligation of any of the Loan Parties under the Loan Agreement, the Notes, any Loan Document, or the manner of the application of the proceeds of any Collateral or any other direct or indirect security for the Term Loan, the other Obligations or the Guaranteed Obligations; (iv) any change in the legal or organizational structure or ownership of any of the Loan Parties, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any of the Loan Parties, or its assets or any resulting release or discharge of any obligation of any of the Loan Parties; (v) the existence of any setoff, claim, defense, recoupment or other rights which Guarantor may have at any time against any of the Loan Parties, Agent, any Lender, or any other person or entity, whether in connection herewith or any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (vi) any discharge, invalidity or unenforceability relating to or against any of the Loan Parties, for any reason related to the Loan Agreement, the Notes, any other Loan Document, or any other guaranty, or any provision of applicable law or regulation purporting to prohibit the payment by any of the Loan Parties, of any principal of or interest on the Term Loan or any other Obligations; (vii) receipt of any additional Collateral or any other direct or indirect security for the Term Loan, any other Obligations or any Guaranteed Obligations or any other obligation of any of the Loan Parties under the Loan Agreement, the Notes, any Loan Document; or (viii) any and all defenses based on suretyship or any other applicable law, all of which are hereby expressly waived, to the extent such defenses may legally be waived, including without limitation all rights and defenses arising out of the following, each of which is hereby waived: (a) an election of remedies by Agent or any Lender even though that election of remedies may have destroyed rights of subrogation and reimbursement against any Loan Party by operation of law or otherwise, (b) protections afforded to any Loan Party pursuant to antideficiency or similar laws limiting or discharging any Loan Party's obligations to Agent and Lender, (c) the failure to notify any Loan Party of the disposition of any

property securing the obligations of any Loan Party, (d) the commercial reasonableness of such disposition or the impairment, however caused, of the value of such property, (e) any duty of Agent or any Lender (should such duty exist) to disclose to any Loan Party any matter, fact or thing related to the business operations or condition (financial or otherwise) of any Loan Party or its affiliates or property, whether now or hereafter known by Agent or any Lender, (f) any defense of any Loan Party to payment, (g) the benefit of any statute of limitations in favor of Borrower or any Loan Party, (h) any defense based on a claim that Guarantor's obligations hereunder are more burdensome than, or exceed those of Borrower or any Loan Party, (i) any right to assert the doctrine of marshalling with respect to the Collateral, (j) any defense arising from Agent's or any Lender's performance or lack of performance of any due diligence, monitoring or examination of Borrower, any Collateral or any Loan Party or the exercise or non-exercise of any right, power, privilege or remedy under the Loan Agreement, the Notes or any other Loan Document, (k) the provisions of Section 10-7-24 of O.C.G.A. or 11-3-601 O.C.G.A., or (l) any other act or omission to act or delay of any kind by any of the Loan Parties, Agent, or any Lender or any other person or entity or any other circumstance whatsoever which might, but for the provisions of this Section 4, constitute a legal or equitable discharge of the obligations of Guarantor hereunder.

SECTION 5. Discharge Only Upon Payment In Full; Reinstatement In Certain Circumstances.

(a) Guarantor's obligations hereunder shall remain in full force and effect until the Term Loan and all other Obligations shall have been paid in full and the commitments (if any) under the Loan Agreement shall have terminated or expired. If at any time any payment of the principal of or interest on the Notes or any other amount payable by Borrower under the Loan Agreement or any other Loan Document or any payment of the Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of Borrower or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

(b) This Agreement is irrevocable and may only be terminated as provided herein. This Agreement shall terminate (i) upon the termination of Lenders' agreements (if any) to make any advances under the Loan Agreement to Borrower and the payment in full, in cash, of all Obligations and (ii) in the event that applicable law permits Guarantor to terminate or revoke any of Guarantor's obligations under this Agreement.

SECTION 6. Waiver of Notices. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of intent to accelerate, notices of acceleration, notices of any suit or any other action against Borrower or any other Loan Party, any other notices to any Loan Party, notices of acceptance of this Agreement, notices of the existence, creation, or incurring of the Term Loan, any other Obligations or any Guaranteed Obligations or any new or additional Obligations or Guaranteed Obligations or any other indebtedness of Borrower to Agent or any Lender, notices of the execution and delivery of the Loan Agreement, the Notes or any other Loan Document from time to time, and notices of any fact that might increase Guarantor's risk.

SECTION 7. Subordination. Guarantor hereby subordinates each and all of Guarantor's interests, claims, rights and entitlements to payment of any sums now due or hereafter to become due to Guarantor from Borrower to the prior payment in time and right of the Guaranteed Obligations (collectively, the "Subordinated Debt"). Guarantor agrees that Guarantor shall not (a) amend any provisions of any notes or other documents evidencing the Subordinated Debt in any such respect as would materially adversely affect the rights of Lenders and Agent hereunder without the prior written consent of Agent or (b) receive any payments on the Subordinated Debt until all Guaranteed Obligations are paid in full and all commitments (if any) of Agent and Lenders with respect thereto are terminated.

SECTION 8. Notices. All notices, requests and other communications to any party hereunder shall be given or made by telecopier or other writing and telecopied or mailed or delivered to the intended recipient at its address or e-mail address set forth in the first paragraph to this Agreement or such other

address or e-mail address as such party may hereafter specify for such purpose, and with respect to Agent, by notice to Agent in accordance with the provisions of Section 12 of the Loan Agreement. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by e-mail (with receipt acknowledged), or personally delivered or, in the case of a mailed notice, 72 hours after such communication is deposited in the mails with first class postage prepaid, in each case given or addressed as aforesaid.

SECTION 9. No Waivers. No failure or delay by Agent or any Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement, the Loan Agreement, the Notes, and the other Loan Documents shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 10. Successors and Assigns. This Agreement is for the benefit of Agent and Lenders and each of their respective successors and assigns and in the event of an assignment of any amounts payable under the Loan Agreement, the Notes, or the other Loan Documents, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement may not be assigned by Guarantor without the prior written consent of Agent, and shall be binding upon Guarantor and its successors, estate, and permitted assigns.

SECTION 11. Expenses. Guarantor will upon demand pay to Agent the amount of any and all expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which Agent or any Lender may incur in connection with (i) the exercise or enforcement of any of the rights of Agent or any Lender hereunder, or (ii) the failure by Guarantor to perform or observe any of the provisions hereof. As used herein, the phrase "reasonable attorneys' fees," "attorneys' fees" or words of similar import shall refer to the fees of Agent's and Lenders' outside legal counsel computed on the basis of the regular billing rates of the attorneys and paralegals involved in such matter, the number of hours actually worked by such attorneys and paralegals and the complexity of the issues involved, and shall be computed without regard to O.C.G.A. 13-1-11 or any other statutory presumption.

SECTION 12. Subrogation, etc. Guarantor hereby agrees that Guarantor will not exercise any rights which Guarantor may acquire by way of subrogation, indemnification, reimbursement or other claims against Borrower or any Loan Party under this Agreement, by any payment made hereunder or otherwise, unless and until all of the Term Loan and all other Obligations shall have been paid in full. If any amount shall be paid to Guarantor on account of the foregoing at any time when all of the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of Agent and Lender and shall forthwith be paid to Agent to be credited and applied upon the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Loan Agreement.

SECTION 13. Miscellaneous. (a) Amendments and Waivers. No waiver, amendment or modification of any provision of this Agreement shall be valid unless in writing and signed by Guarantor and an officer of Agent.

(b) Assignment. All rights of Agent and Lenders hereunder are freely assignable, in whole or in part, and shall inure to the benefit of and be enforceable by Agent, each Lender, and their successors, assigns and affiliates. Guarantor shall not assign its rights and interest hereunder without the prior written consent of Agent, and any attempt by Guarantor to assign without Agent's prior written consent is null and void. Any assignment shall not release Guarantor from the Guaranteed Obligations. This Agreement shall be binding upon Guarantor, and the heirs, personal representatives, successors, and assigns of Guarantor.

(c) **Final Agreement.** This Agreement represents the final agreement between the parties with respect to the matters set forth herein and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties with respect hereto.

(d) **Severability.** If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(e) **Captions.** The captions contained herein are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof. The use of the plural shall also mean the singular, and vice versa.

(f) **Joint and Several Liability.** If more than one party has signed this Agreement, such parties are jointly and severally obligated hereunder.

(g) **Binding Contract.** Guarantor by execution and Agent by acceptance of this Agreement, agree that each party is bound by all terms and provisions of this Agreement.

SECTION 14. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF GEORGIA (OTHER THAN THE CONFLICTS OF LAW PROVISIONS OF SUCH STATE THAT REQUIRE OR PERMIT APPLICATION OF THE LAWS OF ANY OTHER STATE OR JURISDICTION).

SECTION 15. LIMITATION ON LIABILITY; WAIVER OF PUNITIVE DAMAGES. GUARANTOR, AND AGENT, ON BEHALF OF LENDERS, BY ACCEPTANCE HEREOF, AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM (A "DISPUTE") THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM OR THE OBLIGATIONS EVIDENCED HEREBY OR RELATED HERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (1) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE, WHETHER THE DISPUTE IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE.

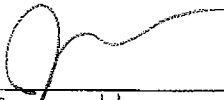
SECTION 16. JURISDICTION; WAIVER OF JURY TRIAL. GUARANTOR IRREVOCABLY AGREES TO NON-EXCLUSIVE PERSONAL JURISDICTION IN THE STATE OF GEORGIA. TO FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AGREEMENT, ANY LOAN DOCUMENT, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THEREwith, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATING TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, ANY LOAN DOCUMENT, OR ANY TRANSACTIONS RELATED HERETO OR THERETO OR CONTEMPLATED HEREBY OR THEREBY, OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES HEREUNDER OR THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN

CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY. GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF AGENT OR ANY LENDER, INCLUDING THEIR COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF SUCH DISPUTE OR CONTROVERSY, SEEK TO ENFORCE THE PROVISIONS OF THIS SECTION, AND GUARANTOR ACKNOWLEDGES THAT AGENT AND EACH LENDER HAS, IN PART, BEEN INDUCED TO MAKE THE EXTENSION OF CREDIT EVIDENCED BY THE LOAN DOCUMENTS IN RELIANCE ON THE PROVISIONS OF THIS SECTION.

[Signature Contained on Following Page]

IN WITNESS WHEREOF, Guarantor has caused this Agreement to be duly executed, under seal, as of the date first above written.

ALAMO DYNAMIC, LLC

By: 
Name: Jason Kemp
Title: manager

[SIGNATURE PAGE TO GUARANTY AGREEMENT - ALAMO DYNAMIC]