

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 6)*

Red Robin Gourmet Burgers, Inc.

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

75689M101

(CUSIP Number)

Vintage Capital Management, LLC
4705 S. Apopka Vineland Road, Suite 206
Orlando, FL 32819
(407) 909-8015

With a copy to:

Russell L. Leaf
Jared N. Fertman
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
(212) 728-8000

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

February 26, 2020

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(1) NAMES OF REPORTING PERSONS
Vintage Capital Management, LLC

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)

(a) (b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS (see instructions)
OO

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

(6) CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER
	0 shares
	(8) SHARED VOTING POWER
	1,500,000 shares
	(9) SOLE DISPOSITIVE POWER
	0 shares
	(10) SHARED DISPOSITIVE POWER
	1,500,000 shares

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,500,000 shares

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
11.6%*

(14) TYPE OF REPORTING PERSON (see instructions)
OO

*Percentage calculated based on 12,915,148 shares of common stock, par value \$0.001 per share, outstanding as of February 25, 2020, as reported by Red Robin Gourmet Burgers, Inc. in its Form 10-K filed on February 25, 2020.

CUSIP No. 75689M101	13D	Page 3 of 9	
(1) NAMES OF REPORTING PERSONS Kahn Capital Management, LLC			
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>			
(3) SEC USE ONLY			
(4) SOURCE OF FUNDS (see instructions) OO			
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>			
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Delaware			
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER	0 shares	
	(8) SHARED VOTING POWER	1,500,000 shares	
	(9) SOLE DISPOSITIVE POWER	0 shares	
	(10) SHARED DISPOSITIVE POWER	1,500,000 shares	
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		1,500,000 shares
	(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>		
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.6%*			
(14) TYPE OF REPORTING PERSON (see instructions) OO			

*Percentage calculated based on 12,915,148 shares of common stock, par value \$0.001 per share, outstanding as of February 25, 2020, as reported by Red Robin Gourmet Burgers, Inc. in its Form 10-K filed on February 25, 2020.

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(1) NAMES OF REPORTING PERSONS Brian R. Kahn		
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
(3) SEC USE ONLY		
(4) SOURCE OF FUNDS (see instructions) OO		
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
(6) CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares	
	(8) SHARED VOTING POWER 1,500,000 shares	
	(9) SOLE DISPOSITIVE POWER 0 shares	
	(10) SHARED DISPOSITIVE POWER 1,500,000 shares	
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,500,000 shares	
	(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.6%*		
(14) TYPE OF REPORTING PERSON (see instructions) IN		

*Percentage calculated based on 12,915,148 shares of common stock, par value \$0.001 per share, outstanding as of February 25, 2020, as reported by Red Robin Gourmet Burgers, Inc. in its Form 10-K filed on February 25, 2020.

This Amendment No. 6 (this “Amendment”) amends and supplements the Schedule 13D filed with the Securities and Exchange Commission on May 9, 2019, as amended, by the Reporting Persons relating to the Common Stock of the Issuer (as so amended, the “Initial Statement”). Information reported in the Initial Statement remains in effect except to the extent that it is amended, restated or superseded by information contained in this Amendment. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Initial Statement. All references in the Initial Statement and this Amendment to the “Schedule 13D” will be deemed to refer to the Initial Statement as amended and supplemented by this Amendment.

Item 4. Purpose of Transaction.

Item 4 of this Schedule 13D is hereby amended to include the following:

On February 26, 2020, the Reporting Persons delivered a nomination notice (the “Nomination Notice”) to the Issuer which is attached as Exhibit 99.2 to this Schedule 13D, nominating four highly qualified individuals, Anthony Ackil, Kenneth Todd Evans, Stephen J. Lombardo, III and Craig S. Miller (the “Nominees”) for election to the board of directors of the Issuer (the “Board”) at the Issuer’s 2020 annual meeting of stockholders (the “Annual Meeting”).

The Nomination Notice also includes a notice to the Issuer that the Reporting Persons intend to submit, for a stockholder vote at the Annual Meeting, a resolution that would repeal any provision of the Bylaws of the Issuer in effect at the time of the Annual Meeting that was not included in the Bylaws of the Issuer in effect and publicly filed with the Securities and Exchange Commission as of February 25, 2020.

Also on February 26, 2020, Vintage Capital Management, LLC (“Vintage”) issued a press release in connection with the delivery of the Nomination Notice to the Issuer. The press release is attached as Exhibit 99.1 and is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 of this Schedule 13D is hereby amended to include the following:

On February 24, 2020, Vintage entered into Nomination Agreements with each of the Nominees (the “Nomination Agreements”) substantially in the form attached as Exhibit 99.3 to this Schedule 13D. Pursuant to such agreements, Vintage has agreed to indemnify each of the Nominees for certain potential claims in connection with their standing as candidates for election to the Board and Vintage has agreed to reimburse the Nominees for certain expenses incurred by the Nominees in connection with their service as a Nominee. The foregoing description of the Nomination Agreements is not complete and is qualified in its entirety by reference to the Nomination Agreement attached to this Schedule 13D which is incorporated herein by reference.

Item 7. Materials to Be Filed as Exhibits

<u>Exhibit</u>	<u>Description</u>
99.1	Press Release dated February 26, 2020
99.2	Nomination Notice dated February 26, 2020.
99.3	Form of Nomination Agreement

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 26, 2020

VINTAGE CAPITAL MANAGEMENT, LLC

By: /s/ Brian R. Kahn
Name: Brian R. Kahn
Title: Manager

KAHN CAPITAL MANAGEMENT, LLC

By: /s/ Brian R. Kahn
Name: Brian R. Kahn
Title: Manager

 /s/ Brian R. Kahn
Brian R. Kahn

Vintage Capital Management Nominates Four Highly-Qualified Independent Candidates for Election to the Board of Directors of Red Robin Gourmet Burgers, Inc.

ORLANDO, FLORIDA, Feb. 26, 2020 / PRNewswire / -- Vintage Capital Management, LLC ("Vintage"), one of the largest stockholders of Red Robin Gourmet Burgers, Inc. (NASDAQ: RRGB) ("Red Robin" or the "Company"), with beneficial ownership of approximately 11.6% of the Company's outstanding shares, today announced it has nominated four highly-qualified, independent candidates for election to Red Robin's nine-member Board of Directors at the upcoming 2020 Annual Meeting of Stockholders.¹

The nominees each have significant experience driving stockholder value in the restaurant and franchising industries and, if elected, would seek to create value for all stockholders. The nominees are:

- Anthony Ackil, Founder and Chief Executive Officer of Streetlight Ventures, LLC, and Founder, former Chief Executive Officer and member of the Board of Directors of B.Good, LLC;
- Kenneth Todd Evans, Vice President, Franchise of UBIF Franchising Co.;
- Stephen J. Lombardo, III, Chairman and General Counsel of Gibsons Restaurant Group; and
- Craig S. Miller, member of the Board of the National Restaurant Association, and former President and Chief Executive Officer of Ruth's Chris Steak House Inc.

Brian Kahn, Vintage's Manager, stated, "Red Robin is a well-known casual dining business with excellent brand value. In June 2019, Vintage made a proposal to acquire all of the outstanding shares of Red Robin for \$40 per share, which represented an approximately 58.2% premium to Red Robin's unaffected stock price, and signaled it could potentially increase the offer price should it be afforded access to customary due diligence information. Red Robin has refused to engage with us about a going-private transaction that would benefit all stockholders by suggesting to stockholders that we may not obtain the necessary financing to close the acquisition, despite written confirmation from our lending sources of their interest and ability to finance Vintage's proposed purchase. Equally troubling is that we believe that Red Robin's Board has not been transparent with stockholders about other proposals Red Robin has received from parties who have the obvious financial capacity and motivation to acquire Red Robin."

Mr. Kahn continued that "Notwithstanding the receipt of compelling acquisition proposals that could deliver significant and immediate value to stockholders, the Board of Directors failed to substantively engage, and instead retained high priced "remain independent at all costs" advisors and embarked on an expensive, uncertain and multi-year turn-around plan without any bona fide basis for comparison. Given the reaction to the Company's fourth quarter and full year results that were announced yesterday, which included an update on Red Robin's strategic plan, it is apparent that other stockholders share our concerns and skepticism. This reaction strengthens our belief that the Board of Directors has failed to adequately assess several strategic options available to Red Robin, including a sale of the company, refranchising opportunities, non-performing asset monetization transactions, and capital allocation optimization.

¹ The Board of Directors presently has 10 members, but per the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission on August 6, 2019, Stuart Oran will not stand for re-election at the 2020 Annual Meeting of Stockholders.

Accordingly, today we are nominating four highly-qualified, independent director candidates who will bring relevant experience along with a simple mandate – to run the Company in the best interests of all stockholders and to formally explore value maximizing transactions that would allow stockholders to realize meaningful value in the near term without the risk associated with trying to implement a multi-year turn-around plan. Consistent with our prior discussions and our letter to the Company of June 19, 2019, given the lack of engagement by Red Robin to date on our (or any competing) acquisition proposal and to avoid the inevitable allegations by the Company of ulterior motivations of Vintage, Vintage will refrain from participating in any strategic process that the reconstituted Board of Directors may determine to pursue for the benefit of stockholders. Vintage simply wants to provide stockholders with an opportunity to install new members to the Board and send a clear message to explore all alternatives that may deliver superior risk adjusted returns relative to the Company’s recently published long-term plan.”

Biographies of Nominees

Anthony Ackil

Mr. Ackil is the founder and CEO of Streetlight Ventures, LLC, a retail support platform for small businesses and real estate brokers, and currently serves on the board of B.Good, LLC, a seventy unit restaurant chain based out of Boston that operates in ten states and four countries. Prior to Streetlight, Mr. Ackil founded B.Good in 2004 and served as its CEO from 2004 until June 2018.

Kenneth Todd Evans

Mr. Evans serves as Vice President, Franchise of UBIF Franchising Co. and has served in that role since May of 2015. Prior to joining UBIF, Mr. Evans served as Vice President, Franchise for Rent A Wheel, a division of Rent-A-Tire, L.P. Prior to Rent A Wheel, Mr. Evans served in various roles at Aaron’s Inc., a Fortune 1000 NYSE publicly-traded company.

Stephen J. Lombardo, III

Mr. Lombardo is the Chairman and General Counsel of Gibsons Restaurant Group. Prior to joining Gibsons Restaurant Group, Mr. Lombardo was a partner in the Corporate Department at the law firm of Katten Muchin Rosenman, where his primary practice areas were mergers, acquisitions, private equity, venture capital and corporate governance.

Craig S. Miller

Mr. Miller serves as a member of the Board of Directors of Fogo de Chao Inc., and has also served as a Partner at Miller Partners Restaurant Solutions, a family-owned enterprise involved in restaurant management and development ventures since 1989. In addition, Mr. Miller has served as a member of the Board of the National Restaurant Association since 1997, and led Ruth’s Chris Steak House Inc. as President and CEO from 2004 to 2008, and as Chairman of the Board from 2006 to 2008.

IMPORTANT INFORMATION

In connection with their intended proxy solicitation, Vintage and/or certain of its affiliates intend to file a proxy statement with the Securities and Exchange Commission (the “SEC”) to solicit stockholders of the Company.

SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT AND OTHER DOCUMENTS RELATED TO THE SOLICITATION OF PROXIES BY VINTAGE AND/OR ITS AFFILIATES FROM THE STOCKHOLDERS OF RED ROBIN GOURMET BURGERS, INC. FOR USE AT ITS 2020 ANNUAL MEETING OF STOCKHOLDERS WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION, INCLUDING INFORMATION RELATING TO THE PARTICIPANTS IN SUCH PROXY SOLICITATION. WHEN COMPLETED, A DEFINITIVE PROXY STATEMENT AND A FORM OF PROXY WILL BE MAILED TO STOCKHOLDERS OF RED ROBIN GOURMET BURGERS, INC. AND WILL ALSO BE AVAILABLE AT NO CHARGE AT THE SEC'S WEBSITE AT [HTTP://WWW.SEC.GOV](http://www.sec.gov).

In accordance with Rule 14a-12(a)(1)(i) under the Securities Exchange Act of 1934, as amended, the following persons are anticipated to be, or may be deemed to be, participants in any such proxy solicitation: Vintage Capital Management, LLC, Kahn Capital Management, LLC, Brian Kahn, Anthony Ackil, Kenneth Todd Evans, Stephen J. Lombardo, III, and Craig S. Miller. Certain of these persons hold or may be deemed to hold direct or indirect interests as of 4:00 p.m. New York City time on February 25, 2020 as follows: Vintage owns of record 100 shares of common stock, par value \$0.001 per share (the "Common Stock"), of the Company, and may be deemed to beneficially own 1,500,000 shares of Common Stock (including the 100 shares of Common Stock owned of record); and each of Kahn Capital Management, LLC and Brian Kahn, due to their relationship with Vintage, may be deemed to beneficially own the 1,500,000 shares of Common Stock owned by Vintage. Each of the nominees of Vintage has an interest in being nominated and elected as a director of the Company but, as of 4:00 p.m., New York City time, on February 25, 2020, no Vintage nominee beneficially owns any shares of Common Stock.

About Vintage Capital Management

Vintage Capital is a value-oriented, operations-focused, private and public equity investor specializing in the consumer, aerospace and defense, and manufacturing sectors. For additional information about Vintage, please visit www.vintcap.com.

Contact:

Vintage Capital Management
Brian Kahn, Manager
bkahn@vintcap.com

Vintage Capital Management, LLC
4705 S. Apopka Vineland Road, Suite 206
Orlando, FL 32819

February 26, 2020

Via E-mail and Hand Delivery

Red Robin Gourmet Burgers, Inc.
6312 S. Fiddler's Green Circle, Suite 200N
Greenwood Village, Colorado 80111
Attention: Corporate Secretary

Re: Notice (this "Notice") of Nominations for Election to the Board of Red Robin Gourmet Burgers, Inc., a Delaware corporation ("Red Robin" or the "Company")

Ladies and Gentlemen:

Vintage Capital Management, LLC, a Delaware limited liability company ("Vintage" or the "Record Holder"), hereby submits this Notice on the date hereof, pursuant to the requirements set forth in the Fourth Amended and Restated Bylaws of the Company (as amended, the "Bylaws"), of its intent to nominate each of Anthony Ackil, Kenneth Todd Evans, Stephen J. Lombardo, III, and Craig S. Miller (each a "Nominee" and collectively the "Nominees") for election to the board of directors of the Company (the "Board") and to make Proposal #1 (as defined below), in each case at the 2020 annual meeting of stockholders of the Company or any special meeting held in lieu thereof or for a similar purpose (the "Annual Meeting").

This Notice is submitted by the Record Holder on behalf of itself and the Beneficial Owners (as defined below).

All information required to be included in this Notice pursuant to the Bylaws has been provided by the Record Holder, on its own behalf and on behalf of the other Beneficial Owners and, as applicable, the Nominees. Information included in any subsection below shall also be deemed to be information provided in response to items requested in any other subsection of this Notice. The inclusion or incorporation by reference of information in this Notice shall not be deemed to constitute an admission that any such information is required by the Bylaws. Where information sought by Schedule 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), would be answered in the negative and no response would be required to be included in a proxy statement, this Notice may omit such negative response.

As of the close of business on February 25, 2020, Vintage represents that it is the holder of record of 100 shares of common stock, \$0.01 par value, of the Company ("Shares") and that it is the direct beneficial owner of 1,500,000 Shares (including the 100 Shares held in record name). Each of Kahn Capital Management LLC, a Delaware limited liability company ("Kahn Management"), and Brian R. Kahn (collectively, Vintage, Kahn Management and Mr. Kahn are sometimes referred to herein as the "Beneficial Owners"), by virtue of their relationship to Vintage may be deemed to beneficially own (as that term is defined in Rule 13d-3 of the Exchange Act) the Shares which Vintage directly beneficially owns, as further described in Annex A.

The address of each of the Beneficial Owners is c/o Vintage Capital Management, LLC, 4705 S. Apopka Vineland Road, Suite 206, Orlando, FL 32819. Vintage is primarily engaged in the business of investing in securities. Kahn Management is primarily engaged in the business of acting as a member of Vintage. The principal occupation of Mr. Kahn is acting as the Chief Executive Officer of Franchise Group, Inc. and acting as the manager of each of Vintage and Kahn Management.

Vintage believes that its name and address set forth above is the name and address for Vintage that appears on the Company's books and records. Each of the other Beneficial Owners believes that its name and address do not appear on the Company's books and records, as none of them are shareholders of record.

The Nominees

The Record Holder hereby represents that it intends to appear in person or by proxy at the Annual Meeting to nominate for election to the Board each of the following Nominees:

Anthony Ackil
Kenneth Todd Evans
Stephen J. Lombardo, III
Craig S. Miller

The Record Holder hereby further represents that it intends to (i) deliver a proxy statement or form of proxy to holders of at least the percentage of the voting power of the Company's outstanding stock required to elect each such Nominee and (ii) solicit proxies or votes from stockholders in support of each such nomination. It is possible that certain regular employees of the Beneficial Owners may participate in the solicitation of proxies in support of the Nominees, Proposal #1 (as defined below) and any other business that may come before the Annual Meeting. Such employees will receive no additional consideration if they assist in the solicitation of proxies. It is anticipated that proxies will be solicited by mail, courier services, Internet advertising, telephone, facsimile or in person. The Beneficial Owners may retain the services of a professional services firm, for consulting and analytic services and solicitation services in connection with the solicitation of proxies. The terms of such engagement, the anticipated costs involved in the solicitation and number of employees or other agents to be employed will be finalized only when such firm is selected and engaged. The entire expense of soliciting such proxies will be borne by the Beneficial Owners. Costs of such solicitation of proxies are currently estimated to be approximately \$500,000 (including, but not limited to, fees for attorneys, solicitors and other advisors, and other costs incidental to the solicitation). The Record Holder estimates that through the date hereof total expenses in connection with such solicitation are approximately \$50,000. The Beneficial Owners do not intend to seek reimbursement from the Company of any expenses incurred in connection with the solicitation of proxies. Nor do the Beneficial Owners intend to submit the question of such reimbursement to a vote of security holders of the Company.

The Record Holder believes that the Nominees' business experiences (as described on Annex B), as well as their knowledge of operations, investments, corporate finance, mergers and acquisitions and corporate governance, will enhance the business expertise and leadership of the Board. The Record Holder also believes that each Nominee is a strong stockholder-oriented individual who is well qualified to serve as a member of the Board and will help represent the best interests of the Company's stockholders. The vote required of stockholders in respect of the election of directors is a plurality of the shares represented in person or by proxy at a meeting for the election of directors when a quorum is present. Votes in respect of the election of directors will be counted in accordance with applicable law, the Restated Certificate of Incorporation of the Company (as amended, the "Charter") and the Bylaws.

Proposal #1

The Record Holder hereby represents that it intends to appear in person or by proxy at the Annual Meeting to make the following proposal to be considered by the stockholders of the Company at the Annual Meeting (“Proposal #1”): to adopt a resolution of the Company’s stockholders that would repeal any provision of the Bylaws in effect at the time of the Annual Meeting that was not included in the Bylaws as publicly filed with the Securities and Exchange Commission (the “SEC”) on or prior to February 25, 2020. The Record Holder hereby further represents that it intends to (i) deliver a proxy statement or form of proxy to holders of at least the percentage of the voting power of the Company’s outstanding stock required to approve Proposal #1 and (ii) solicit proxies or votes from stockholders in support of Proposal #1.

The Record Holder is not aware of any such provision of the Bylaws that has become effective, but it is possible that following the date of this Notice and prior to the adoption of this resolution such a provision could become effective. Pursuant to Article IX of the Bylaws and applicable provisions of the Charter, an affirmative vote of the holders of at least sixty six and two thirds percent (66 2/3%) of the voting power of all of the then-outstanding shares entitled to vote generally in the election of directors, voting together as a single class, is required for the adoption of Proposal #1. Based on this voting standard, abstentions and broker non-votes will have the effect of a “no” vote in respect of Proposal #1. Votes in respect of Proposal #1 will be counted in accordance with applicable law, the Charter and the Bylaws.

The following is the text of the proposed resolution:

“RESOLVED, that any provision of the Amended and Restated Bylaws of Red Robin Gourmet Burgers, Inc. as of the effectiveness of this resolution that was not included in the Amended and Restated Bylaws of Red Robin Gourmet Burgers, Inc., as publicly filed with the Securities and Exchange Commission on or prior to February 25, 2020, be and hereby is repealed.”

The following is the text of the proposed amendment to the Bylaws:

“Notwithstanding anything contained herein to the contrary, any provision of these Bylaws that was not included herein and publicly filed with the Securities and Exchange Commission on or prior to February 25, 2020, be and hereby is repealed.”

The Record Holder is bringing Proposal #1 for consideration by the Company’s stockholders at the Annual Meeting because the Board has the ability to make amendments to the Bylaws without obtaining stockholder approval and such amendments may not be in the best interests of the stockholders. Proposal #1 would allow stockholders to repeal at the Annual Meeting any amendments made after the date of this Notice and prior to the Annual Meeting.

In this Notice: (i) certain information relating to the Beneficial Owners is set forth in the body of this Notice and Annex A; (ii) certain information relating to each Nominee is set forth in the body of this Notice and Annex B; and (iii) the written consent of each Nominee to being named in the proxy statement as a nominee and to serving as a director of the Company if elected, is attached as Annex C.

Each Nominee is also party to an agreement, copies of which are attached as Annex D-1, Annex D-2, Annex D-3 and Annex D-4, pursuant to which, among other things, the Record Holder has agreed to indemnify such Nominee with respect to certain costs incurred by such Nominee in connection with the proxy contest (the “Nomination Agreement”). The foregoing description of the Nomination Agreement is a summary only and is subject to, and qualified in its entirety by reference to, the Nomination Agreements attached hereto as Annex D-1, Annex D-2, Annex D-3 and Annex D-4. Each Nominee and each Beneficial Owner has an interest in the election of directors and Proposal #1: (i) directly and/or indirectly through the beneficial ownership (if any) of Shares, as described on Annex A, and any applicable attachments and exhibits hereto; (ii) pursuant to the Nomination Agreement relating to such Nominee; and (iii) with respect to each of Mr. Kahn and Kahn Management, through their interest in the profits, if any, derived by Vintage as described in the immediately following sentence. In addition to any return of any investment made by Mr. Kahn or Kahn Management in Vintage, Mr. Kahn and/or Kahn Management may be entitled to receive performance-related fees that are based in part on the value (and any appreciation thereof) of the assets held by Vintage, which include the Shares.

With respect to each Nominee, other than as disclosed in this Notice, (i) such Nominee is not, and, within the past year, was not, a party to any contract, arrangement or understanding with any person with respect to any securities of the Company, including, but not limited to, joint ventures, loan or option arrangements, puts or calls, guarantees against loss or guarantees of profit, division of losses or profits, or the giving or withholding of proxies; and (ii) neither such Nominee nor any of such Nominee’s associates have any arrangement or understanding with any person with respect to (A) any future employment by the Company or its affiliates or (B) any future transactions to which the Company or any of its affiliates will or may be a party. In addition, none of the Nominees has been subject to any event specified in Item 401(f) of Regulation S-K in the last ten years.

Other than as disclosed in this Notice, none of the Beneficial Owners is a party to any agreement, arrangement or understanding (including derivative short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date hereof, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such Beneficial Owner, with respect to shares of stock of the Company.

Each Nominee is independent under the independence standards applicable to the Company under paragraph (a)(1) of Item 407 of Regulation S-K and if elected, would be an “independent director” as such term is defined by The NASDAQ Stock Market LLC.

The Beneficial Owners understand that certain information regarding the Annual Meeting (including, but not limited to, the record date, voting shares outstanding and date, time and place of the Annual Meeting) and the Company (including, but not limited to, its various committees and proposal deadlines and the beneficial ownership of the Company’s securities) will be set forth in the Company’s proxy statement on Schedule 14A, to be filed with the SEC by the Company with respect to the Annual Meeting, and in certain other SEC filings made or to be made by the Company and third parties under Sections 13 and 16 of the Exchange Act. To the extent the Company believes any such information is required to be set forth herein, the Beneficial Owners hereby refer the Company to such filings. The Beneficial Owners do not accept any responsibility for any information set forth in any such filings not made by them.

The Annexes and all attachments thereto are hereby incorporated into and made a part of this Notice. Accordingly, all matters disclosed in any part of this Notice, including the Annexes and all attachments thereto should be deemed disclosed for all purposes of this Notice. All upper case terms appearing in the Annexes and all attachments thereto that are not defined in such Annexes and attachments shall have the meanings given in the body of this Notice or the Annexes and all attachments thereto, as applicable.

Unless expressly indicated otherwise herein, information is set forth herein as of the close of business on February 25, 2020. Neither the delivery of this Notice nor any delivery by any Beneficial Owner or Nominee of additional information to the Company from and after the date hereof shall be deemed to constitute an admission by any Beneficial Owner, Nominee or any of their respective affiliates (if any) that such delivery is required or that each and every item or any item of information is required or as to the legality or enforceability of any notice requirement or any other matter, or a waiver by any Beneficial Owner, Nominee or any of their respective affiliates (if any) of their right to contest or challenge, in any way, the validity or enforceability of any notice requirement or any other matter (including actions taken by the Board in anticipation of, or following receipt of, this Notice). Furthermore, this Notice assumes that the Board will nominate a total of nine (9) director nominees for election to the Board at the Annual Meeting. If, however, the Board increases the number of directors to be nominated and elected at the Annual Meeting, the Record Holder reserves the right to add additional director nominees in respect of each such additional directorship. In the event any statement or other information in this Notice is not correct, or to the extent any applicable information has been omitted from this Notice, the Beneficial Owners and Nominees reserve the right to correct and/or supplement any such statement or other information set forth in this Notice.

[Signature page follows]

Very truly yours,

VINTAGE CAPITAL MANAGEMENT, LLC

By: /s/ Brian R. Kahn
Name: Brian R. Kahn
Title: Manager

Date: February 26, 2020

KAHN CAPITAL MANAGEMENT, LLC

By: /s/ Brian R. Kahn
Name: Brian R. Kahn
Title: Manager

Date: February 26, 2020

BRIAN R. KAHN

/s/ Brian R. Kahn

Date: February 26, 2020

Security Ownership of Vintage

Title of Class	Name of Beneficial Owner	Amount of Beneficial Ownership(1)	Percent of Class(2)
Shares	Vintage	1,500,000	11.61%

(1) Vintage is, as of the date of this Notice, the direct beneficial owner of the Shares set forth under the heading “Amount of Beneficial Ownership” and the indirect beneficial ownership of Shares is described below in the text of this Annex A under the heading “Description of Beneficial Ownership and Beneficial Owners.”

(2) Percentages of ownership set forth in this column were calculated based on the 12,915,148 Shares outstanding as of February 25, 2020, as disclosed in the Company’s Annual Report on Form 10-K for the year ended December 29, 2019, filed with the Securities and Exchange Commission on February 25, 2020.

Description of Beneficial Ownership and Beneficial Owners

Kahn Capital Management, LLC, a Delaware limited liability company, as a member and the majority owner of Vintage, may be deemed to have the power to direct the voting and disposition of the Shares beneficially owned by Vintage and may be deemed to be the indirect beneficial owner of such Shares.

Brian R. Kahn, as the manager of each of Vintage and Kahn Management, may be deemed to have the power to direct the voting and disposition of the Shares beneficially owned by Vintage, and may be deemed to be the indirect beneficial owner of such Shares.

The principal business address of each of Vintage, Kahn Management and Mr. Kahn is c/o Vintage Capital Management, LLC, 4705 S. Apopka Vineland Road, Suite 206, Orlando, FL 32819.

Vintage is primarily engaged in the business of investing in securities. Kahn Management is primarily engaged in the business of acting as a member of Vintage. The principal occupation of Mr. Kahn is acting as the Chief Executive Officer of Franchise Group, Inc. and acting as the manager of each of Vintage and Kahn Management.

The Beneficial Owners may be deemed to beneficially own, in the aggregate, 1,500,000 Shares, representing approximately 11.61% of the Company’s outstanding Shares (based on the 12,915,148 Shares outstanding as of February 25, 2020, as disclosed in the Company’s Annual Report on Form 10-K for the quarter and year ended December 29, 2019, filed with the Securities and Exchange Commission on February 25, 2020).

Two-Year Summary Table

The table below indicates the date of each purchase and sale of Shares by the Beneficial Owners within the past two years and the number of Shares of each such purchase and sale.

Name	Date	Shares Purchased	Unit Cost
Vintage	04/24/2019	3,200	\$30.2500
Vintage	04/25/2019	6,500	\$30.7338
Vintage	04/26/2019	25,000	\$31.7649
Vintage	04/29/2019	27,220	\$32.2940
Vintage	04/30/2019	188,490	\$32.1666
Vintage	05/01/2019	78,949	\$32.1281
Vintage	05/02/2019	43,138	\$32.4037
Vintage	05/06/2019	19,600	\$33.8307
Vintage	05/07/2019	27,216	\$33.6975
Vintage	05/08/2019	13,303	\$33.7293
Vintage	05/09/2019	67,384	\$32.6250
Vintage	05/28/2019	40,735	\$29.8871
Vintage	05/29/2019	22,830	\$29.9331
Vintage	05/29/2019	1,435	\$30.7084
Vintage	05/31/2019	156,120	\$25.7805
Vintage	05/31/2019	150,488	\$26.6829
Vintage	05/31/2019	20,892	\$27.3816

Information about Nominees

Name: Anthony Ackil

Age: 45

Business Address: 4, 13th Street Charlestown,
Massachusetts 02129

Residence Address: [Omitted]

Principal Occupation or Employment: See below

Citizenship: United States of America

Mr. Ackil does not, and his associates do not, own, beneficially or of record, any shares of capital stock of the Company.

Mr. Ackil is the founder and CEO of Streetlight Ventures, LLC, a retail support platform for small businesses and real estate brokers, and currently serves on the board of B.Good, LLC, a seventy unit restaurant chain based out of Boston that operates in ten states and four countries. Prior to Streetlight, Mr. Ackil founded B.Good in 2004 and served as its CEO from 2004 until June 2018. During his tenure as CEO, Mr. Ackil created an industry-first, farm to table, healthy fast-casual concept and grew the number of restaurants through a combination of corporate, franchised and joint-venture structures. Prior B.Good, Mr. Ackil served as a consultant for IBM, focusing on internet strategy and corporate structure, from 2003 to 2004, and as a consultant for PricewaterhouseCoopers, focusing on strategic restructuring, supply-chain and operational strategy, from 1999 to 2003. Since 2018, Mr. Ackil has also served on the board of Project Bread, a nonprofit organization dedicated to preventing and ending hunger in Massachusetts by providing access to food for people who are hungry today and breaking the cycle of hunger through advocacy, education and community action.

The Record Holder believes Mr. Ackil's entrepreneurial perspective, insight into emerging food and restaurant trends, and breadth of restaurant knowledge, ranging from finance and technology to operations and menu development, would be beneficial to the Company.

Information about Nominees

Name: Kenneth Todd Evans

Age: 56

Business Address: 2121 South Hiawasse Road
Orlando, Florida 32835

Residence Address: [Omitted]

Principal Occupation or Employment: See below

Citizenship: United States of America

Mr. Evans does not, and his associates do not, own, beneficially or of record, any shares of capital stock of the Company.

Mr. Evans serves as Vice President, Franchise of UBIF Franchising Co. and has served in that role since May of 2015. He is a proven strategist adept at designing and implementing franchise business solutions to increase shareholder value, developing and managing an effective professional team, financial oversight, day-to-day operational management, legal and compliance, government relations, real estate and construction, acquisitions, underwriting, conflict resolution and marketing and brand development. He is a results-driven leader with a strong track record of piloting organizations through challenging growth for over thirty years. Over his career, he has founded, launched and managed a highly successful franchise division, growing it to over \$1 billion in annual revenue, and was responsible for a team that awarded over 1,450 franchise locations, opened over 1,000 franchise locations and strategically acquired 335 franchise locations and sold 114 underperforming corporate locations to well-run franchisees.

Prior to joining UBIF, Mr. Evans served as Vice President, Franchise for Rent A Wheel, a division of Rent-A-Tire, L.P., from April 2014 to May 2015. Prior to Rent A Wheel, Mr. Evans served in various roles at Aaron's Inc., a Fortune 1000 NYSE publicly-traded company, from June 1991 to March 2014, becoming an Executive Officer in 2005 with complete P&L responsibility for its largest division, generating over \$1 billion in annual storefront revenue. At Rent A Wheel, following its acquisition by Aarons, Mr. Evans established all facets of the franchise program and was a key member of a team responsible for converting 37 company-operated stores and five franchise-operated stores to Rent A Wheel's post-acquisition business model.

The Record Holder believes Mr. Evans possesses organizational and industry experience and leadership ability that would be beneficial to the Company.

Information about Nominees

Name: Stephen J. Lombardo, III

Age: 45

Business Address: c/o Gibsons Restaurant Group,
1050 N. State Street, Suite 4
Chicago, IL 60610

Residence Address: [Omitted]

Principal Occupation or Employment: See below

Citizenship: United States of America

Mr. Lombardo does not, and his associates do not, own, beneficially or of record, any shares of capital stock of the Company.

Mr. Lombardo currently serves as the Chairman and General Counsel of Gibsons Restaurant Group (GRG). In these roles he is primarily responsible for strategic planning, business development, change management and organizational structure.

Prior to joining GRG, Mr. Lombardo was a partner in the Corporate Department at the law firm of Katten Muchin Rosenman for 17 years, where his primary practice areas were mergers, acquisitions, private equity, venture capital and corporate governance. He worked on middle market transactions usually with valuations from \$25 million to \$500 million. He also advised the boards of directors of many private companies.

The Record Holder believes Mr. Lombardo possesses the extensive leadership experience, industry knowledge and organizational abilities that would be beneficial to the Company.

Information about Nominees

Name:	Craig S. Miller
Age:	70
Business Address:	N/A
Residence Address:	[Omitted]
Principal Occupation or Employment:	See below
Citizenship:	United States of America

Mr. Miller does not, and his associates do not, own, beneficially or of record, any shares of capital stock of the Company.

Mr. Miller has served as a member of the Board of Fogo de Chao Inc. since 2018. Mr. Miller has also served as a Partner at Miller Partners Restaurant Solutions, a family-owned enterprise involved in restaurant management and development ventures since 1989. He served as an advisor to Fattmerchant, an Orlando-based merchant services firm, from 2015 to 2016, and served in various executive roles at Slider's Park LLC from 2010 to 2016.

In addition, Mr. Miller has served as a member of the Board of the National Restaurant Association since 1997, and was the Chairman of the Board from 2005 to 2006. Mr. Miller is a career restaurateur, with experience as an operator, owner, entrepreneur, franchisor, franchisee and corporate executive.

Mr. Miller led Ruth's Chris Steak House Inc. as President and CEO from 2004 to 2008, and as Chairman of the Board from 2006 to 2008. In these roles he led Ruth's Chris to a successful initial public offering in August 2005, at the time, one of the most successful initial public offerings in the restaurant industry in over a decade. Revenues and operating income at Ruth's Chris doubled from 2003 to 2007. Mr. Miller previously served in leadership positions in the restaurant industry as President and CEO of Furr's Restaurant Group from 2001 to 2002 and as an advisor to Darden Restaurants in 2014. Mr. Miller also led Uno Restaurant Corporation to a successful initial public offering in 1987.

The Record Holder believes Mr. Miller's leadership and organizational experience and his knowledge of the industry would be beneficial to the Company.

Consent of Nominees

[See attached]

ATTACHMENT I

CONSENT OF NOMINEE

The undersigned hereby consents to being nominated and being named as a nominee for election as a director of Red Robin Gourmet Burgers, Inc. (the "Company"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to stockholders of the Company, by Vintage Capital Management, LLC ("Vintage") and in other materials in connection with the solicitation of proxies by Vintage from stockholders of the Company to be voted at the 2020 annual meeting of stockholders of the Company and any adjournment thereof, and further consents to serve as a director of the Company, if elected.

Dated: February 24, 2020

/s/ Anthony Ackil _____

Name: Anthony Ackil

ATTACHMENT I

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Dated: February 24, 2020

/s/ Kenneth Todd Evans _____

Name: Kenneth Todd Evans

ATTACHMENT I

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Dated: February 24, 2020

/s/ Stephen J. Lombardo, III

Name: Stephen J. Lombardo, III

ATTACHMENT I

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Dated: February 24, 2020

/s/ Craig S. Miller

Name: Craig S. Miller

Nomination Agreement of Anthony Ackil

[See attached]

Vintage Capital Management, LLC
4705 S. Apopka Vineland Road, Suite 206
Orlando, FL 32819

February 24, 2020

To the undersigned potential nominee:

This will confirm our understanding as follows:

You agree that you are willing, should we so elect, to become a member of a slate of nominees (the "Slate") to stand for election as directors of Red Robin Gourmet Burgers, Inc. (the "Company") in connection with a proxy contest with management of the Company in respect of the election of directors of the Company at the 2020 Annual Meeting of Shareholders of the Company (including any adjournment or postponement thereof or any special meeting held in lieu thereof, the "Annual Meeting"), expected to be held in or around May of 2020, or the appointment or election of some or all of the members of the Slate by other means (the "Proxy Contest").

Vintage Capital Management, LLC ("Vintage") agrees to pay the costs of the Proxy Contest.

You understand that it may be difficult, if not impossible, to replace nominees, such as yourself, who have agreed to serve on the Slate and later change their minds and determine not to seek election. Accordingly, Vintage is relying upon your agreement to seek election and, if elected or appointed, to serve as a director of the Company. In connection therewith, you are being supplied with a questionnaire in which you will provide Vintage with information necessary for Vintage to make appropriate disclosure both to the Company and for use in creating the proxy materials to be sent to shareholders of the Company and to be filed with the Securities and Exchange Commission and with a representation agreement that we will provide to the Company in connection with the Proxy Contest. You have agreed that (i) you will immediately complete and sign the questionnaire and the representation agreement and return it to Vintage Capital Management, LLC, 4705 S. Apopka Vineland Road, Suite 206, Orlando, Florida 32819, Tel: 407-506-7085, Fax: 208-728-8007, Email: [Omitted] and (ii) your responses to the questions contained therein will be true and correct in all respects. In addition, you have agreed that, concurrently with your execution of this letter, you will execute the instrument attached hereto as Attachment I informing the Company that you consent to being nominated by Vintage or one of its affiliates for election as a director of the Company and, if elected, that you consent to serving as a director of the Company. Upon being notified that we have chosen you, we may forward that instrument, your completed questionnaire and the representation agreement and any other supporting documentation (or summaries thereof) to the Company, and we may at any time, in our discretion, disclose such information, as well as the existence and contents of this letter. You also agree to provide us with any additional information necessary for Vintage to make appropriate disclosure to the Company and to use in creating the proxy materials to be sent to stockholders of the Company and filed with the Securities and Exchange Commission in connection with the Proxy Contest. Furthermore, you understand that we may elect, at our election and expense, to conduct a background and reference check on you and you agree to complete any and all necessary authorization forms or other documents required in connection therewith.

You further agree that (i) you will (x) and will cause your agents, representatives and affiliates to, treat confidentially all information relating to the Proxy Contest which is non-public, confidential or proprietary in nature and (y) accept responsibility for any disclosure, publication or other use of such information by you and your agents, representatives and affiliates; (ii) you will not, and will cause your agents, representatives and affiliates not to, issue or otherwise make any public statement or any other form of communication relating to the Company, Vintage (or its officers, directors, employees or affiliates), any other potential member of the Slate or the Proxy Contest without the prior written approval of the undersigned; and (iii) you will not, and will cause your agents, representatives and affiliates not to, acquire or dispose of any Securities of the Company without the prior written approval of the undersigned. For purposes of the forgoing sentence, "Securities" shall mean equity or debt securities of the Company, options to purchase or sell equity or debt securities of the Company, and swaps, synthetics and other derivative securities or instruments, the value of which is primarily related to equity or debt securities of the Company.

Vintage hereby agrees that, so long as you actually serve on the Slate, Vintage will defend, indemnify and hold you harmless from and against any and all losses, damages, penalties, judgments, awards, liabilities, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees, costs, expenses and disbursements) incurred by you in the event that (i) you become a party, or are threatened to be made a party, to any civil, criminal, administrative or arbitral action, suit or proceeding, and any appeal thereof relating solely to your role as a nominee for director of the Company on the Slate (a "Proceeding") or (ii) you are called to testify or give a deposition in any Proceeding (whether or not you are a party or are threatened to be made a party to such Proceeding), including, in each case, the advancement to you of all reasonable attorneys' costs and expenses incurred by you in connection with any Proceeding. Your right of indemnification hereunder shall continue (i) in the event that Vintage determines to withdraw the Slate or remove you from the Slate and (ii) after the election has taken place but only for events which occur prior to such election and subsequent to the date hereof. Anything to the contrary herein notwithstanding, Vintage is not indemnifying you for any action taken by you or on your behalf which occurs prior to the date hereof or subsequent to the Annual Meeting or such earlier time as you are no longer a nominee of the Slate for election to the Company's Board of Directors or for any actions taken by you as a director of the Company, if you are elected. Nothing herein shall be construed to provide you an indemnity: (i) in the event you are found to have engaged in a violation of any provision of state or federal law in connection with the Proxy Contest unless you demonstrate that your action was taken in good faith and in a manner you reasonably believed to be in or not opposed to the best interests of electing the Slate; or (ii) if you acted in a manner which constitutes gross negligence or willful misconduct. In the event that you shall make any claim for indemnification hereunder, you shall promptly notify Vintage in the event of any third-party claims actually made against you or known by you to be threatened. In addition, with respect to any such claim, Vintage shall be entitled to control your defense with counsel chosen by Vintage. Vintage shall not be responsible for any settlement of any claim against you covered by this indemnity without its prior written consent. However, Vintage may not enter into any settlement of any such claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim.

Vintage recognizes that if you are elected to the Board of Directors of the Company, all of your activities and decisions as a director will be governed by applicable law and subject to your fiduciary duty to the stockholders of the Company and that, as a result, there is, and can be, no agreement between you and Vintage which governs the decisions which you will make as a director of the Company.

This letter and the attached consent set forth the entire agreement between the undersigned and you as to the subject matter contained herein, and cannot be amended, modified or terminated except by a writing executed by the undersigned and you. This letter shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

[Signature Page Follows]

Should the foregoing agree with your understanding, please so indicate in the space provided below, whereupon this letter will become a binding agreement between us.

Very truly yours,

VINTAGE CAPITAL MANAGEMENT, LLC

By: /s/ Brian R. Kahn

Name: Brian R. Kahn

Title: Manager

Agreed to and Accepted as
of the date first above written:

/s/ Anthony Ackil

Name: Anthony Ackil

[Signature Page to Nomination Agreement]

ATTACHMENT I

CONSENT OF NOMINEE

The undersigned hereby consents to being nominated and being named as a nominee for election as a director of Red Robin Gourmet Burgers, Inc. (the "Company"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to stockholders of the Company, by Vintage Capital Management, LLC ("Vintage") and in other materials in connection with the solicitation of proxies by Vintage from stockholders of the Company to be voted at the 2020 annual meeting of stockholders of the Company and any adjournment thereof, and further consents to serve as a director of the Company, if elected.

Dated: February 24, 2020

/s/ Anthony Ackil_____

Name: Anthony Ackil

Nomination Agreement of Kenneth Todd Evans

[See attached]

Vintage Capital Management, LLC
4705 S. Apopka Vineland Road, Suite 206
Orlando, FL 32819

February 24, 2020

To the undersigned potential nominee:

This will confirm our understanding as follows:

You agree that you are willing, should we so elect, to become a member of a slate of nominees (the "Slate") to stand for election as directors of Red Robin Gourmet Burgers, Inc. (the "Company") in connection with a proxy contest with management of the Company in respect of the election of directors of the Company at the 2020 Annual Meeting of Shareholders of the Company (including any adjournment or postponement thereof or any special meeting held in lieu thereof, the "Annual Meeting"), expected to be held in or around May of 2020, or the appointment or election of some or all of the members of the Slate by other means (the "Proxy Contest").

Vintage Capital Management, LLC ("Vintage") agrees to pay the costs of the Proxy Contest.

You understand that it may be difficult, if not impossible, to replace nominees, such as yourself, who have agreed to serve on the Slate and later change their minds and determine not to seek election. Accordingly, Vintage is relying upon your agreement to seek election and, if elected or appointed, to serve as a director of the Company. In connection therewith, you are being supplied with a questionnaire in which you will provide Vintage with information necessary for Vintage to make appropriate disclosure both to the Company and for use in creating the proxy materials to be sent to shareholders of the Company and to be filed with the Securities and Exchange Commission and with a representation agreement that we will provide to the Company in connection with the Proxy Contest. You have agreed that (i) you will immediately complete and sign the questionnaire and the representation agreement and return it to Vintage Capital Management, LLC, 4705 S. Apopka Vineland Road, Suite 206, Orlando, Florida 32819, Tel: 407-506-7085, Fax: 208-728-8007, Email: [Omitted] and (ii) your responses to the questions contained therein will be true and correct in all respects. In addition, you have agreed that, concurrently with your execution of this letter, you will execute the instrument attached hereto as Attachment I informing the Company that you consent to being nominated by Vintage or one of its affiliates for election as a director of the Company and, if elected, that you consent to serving as a director of the Company. Upon being notified that we have chosen you, we may forward that instrument, your completed questionnaire and the representation agreement and any other supporting documentation (or summaries thereof) to the Company, and we may at any time, in our discretion, disclose such information, as well as the existence and contents of this letter. You also agree to provide us with any additional information necessary for Vintage to make appropriate disclosure to the Company and to use in creating the proxy materials to be sent to stockholders of the Company and filed with the Securities and Exchange Commission in connection with the Proxy Contest. Furthermore, you understand that we may elect, at our election and expense, to conduct a background and reference check on you and you agree to complete any and all necessary authorization forms or other documents required in connection therewith.

You further agree that (i) you will (x) and will cause your agents, representatives and affiliates to, treat confidentially all information relating to the Proxy Contest which is non-public, confidential or proprietary in nature and (y) accept responsibility for any disclosure, publication or other use of such information by you and your agents, representatives and affiliates; (ii) you will not, and will cause your agents, representatives and affiliates not to, issue or otherwise make any public statement or any other form of communication relating to the Company, Vintage (or its officers, directors, employees or affiliates), any other potential member of the Slate or the Proxy Contest without the prior written approval of the undersigned; and (iii) you will not, and will cause your agents, representatives and affiliates not to, acquire or dispose of any Securities of the Company without the prior written approval of the undersigned. For purposes of the forgoing sentence, "Securities" shall mean equity or debt securities of the Company, options to purchase or sell equity or debt securities of the Company, and swaps, synthetics and other derivative securities or instruments, the value of which is primarily related to equity or debt securities of the Company.

Vintage hereby agrees that, so long as you actually serve on the Slate, Vintage will defend, indemnify and hold you harmless from and against any and all losses, damages, penalties, judgments, awards, liabilities, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees, costs, expenses and disbursements) incurred by you in the event that (i) you become a party, or are threatened to be made a party, to any civil, criminal, administrative or arbitral action, suit or proceeding, and any appeal thereof relating solely to your role as a nominee for director of the Company on the Slate (a "Proceeding") or (ii) you are called to testify or give a deposition in any Proceeding (whether or not you are a party or are threatened to be made a party to such Proceeding), including, in each case, the advancement to you of all reasonable attorneys' costs and expenses incurred by you in connection with any Proceeding. Your right of indemnification hereunder shall continue (i) in the event that Vintage determines to withdraw the Slate or remove you from the Slate and (ii) after the election has taken place but only for events which occur prior to such election and subsequent to the date hereof. Anything to the contrary herein notwithstanding, Vintage is not indemnifying you for any action taken by you or on your behalf which occurs prior to the date hereof or subsequent to the Annual Meeting or such earlier time as you are no longer a nominee of the Slate for election to the Company's Board of Directors or for any actions taken by you as a director of the Company, if you are elected. Nothing herein shall be construed to provide you an indemnity: (i) in the event you are found to have engaged in a violation of any provision of state or federal law in connection with the Proxy Contest unless you demonstrate that your action was taken in good faith and in a manner you reasonably believed to be in or not opposed to the best interests of electing the Slate; or (ii) if you acted in a manner which constitutes gross negligence or willful misconduct. In the event that you shall make any claim for indemnification hereunder, you shall promptly notify Vintage in the event of any third-party claims actually made against you or known by you to be threatened. In addition, with respect to any such claim, Vintage shall be entitled to control your defense with counsel chosen by Vintage. Vintage shall not be responsible for any settlement of any claim against you covered by this indemnity without its prior written consent. However, Vintage may not enter into any settlement of any such claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim.

Vintage recognizes that if you are elected to the Board of Directors of the Company, all of your activities and decisions as a director will be governed by applicable law and subject to your fiduciary duty to the stockholders of the Company and that, as a result, there is, and can be, no agreement between you and Vintage which governs the decisions which you will make as a director of the Company.

This letter and the attached consent set forth the entire agreement between the undersigned and you as to the subject matter contained herein, and cannot be amended, modified or terminated except by a writing executed by the undersigned and you. This letter shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

[Signature Page Follows]

Should the foregoing agree with your understanding, please so indicate in the space provided below, whereupon this letter will become a binding agreement between us.

Very truly yours,

VINTAGE CAPITAL MANAGEMENT, LLC

By: /s/ Brian R. Kahn
Name: Brian R. Kahn
Title: Manager

Agreed to and Accepted as
of the date first above written:

/s/ Kenneth Todd Evans

Name: Kenneth Todd Evans

[Signature Page to Nomination Agreement]

ATTACHMENT I

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Dated: February 24, 2020

/s/ Kenneth Todd Evans _____

Name: Kenneth Todd Evans

Nomination Agreement of Stephen J. Lombardo, III

[See attached]

Vintage Capital Management, LLC
4705 S. Apopka Vineland Road, Suite 206
Orlando, FL 32819

February 24, 2020

To the undersigned potential nominee:

This will confirm our understanding as follows:

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Vintage Capital Management, LLC ("Vintage") agrees to pay the costs of the Proxy Contest.

You understand that it may be difficult, if not impossible, to replace nominees, such as yourself, who have agreed to serve on the Slate and later change their minds and determine not to seek election. Accordingly, Vintage is relying upon your agreement to seek election and, if elected or appointed, to serve as a director of the Company. In connection therewith, you are being supplied with a questionnaire in which you will provide Vintage with information necessary for Vintage to make appropriate disclosure both to the Company and for use in creating the proxy materials to be sent to shareholders of the Company and to be filed with the Securities and Exchange Commission and with a representation agreement that we will provide to the Company in connection with the Proxy Contest. You have agreed that (i) you will immediately complete and sign the questionnaire and the representation agreement and return it to Vintage Capital Management, LLC, 4705 S. Apopka Vineland Road, Suite 206, Orlando, Florida 32819, Tel: 407-506-7085, Fax: 208-728-8007, Email: [Omitted] and (ii) your responses to the questions contained therein will be true and correct in all respects. In addition, you have agreed that, concurrently with your execution of this letter, you will execute the instrument attached hereto as Attachment I informing the Company that you consent to being nominated by Vintage or one of its affiliates for election as a director of the Company and, if elected, that you consent to serving as a director of the Company. Upon being notified that we have chosen you, we may forward that instrument, your completed questionnaire and the representation agreement and any other supporting documentation (or summaries thereof) to the Company, and we may at any time, in our discretion, disclose such information, as well as the existence and contents of this letter. You also agree to provide us with any additional information necessary for Vintage to make appropriate disclosure to the Company and to use in creating the proxy materials to be sent to stockholders of the Company and filed with the Securities and Exchange Commission in connection with the Proxy Contest. Furthermore, you understand that we may elect, at our election and expense, to conduct a background and reference check on you and you agree to complete any and all necessary authorization forms or other documents required in connection therewith.

You further agree that (i) you will (x) and will cause your agents, representatives and affiliates to, treat confidentially all information relating to the Proxy Contest which is non-public, confidential or proprietary in nature and (y) accept responsibility for any disclosure, publication or other use of such information by you and your agents, representatives and affiliates; (ii) you will not, and will cause your agents, representatives and affiliates not to, issue or otherwise make any public statement or any other form of communication relating to the Company, Vintage (or its officers, directors, employees or affiliates), any other potential member of the Slate or the Proxy Contest without the prior written approval of the undersigned; and (iii) you will not, and will cause your agents, representatives and affiliates not to, acquire or dispose of any Securities of the Company without the prior written approval of the undersigned. For purposes of the forgoing sentence, "Securities" shall mean equity or debt securities of the Company, options to purchase or sell equity or debt securities of the Company, and swaps, synthetics and other derivative securities or instruments, the value of which is primarily related to equity or debt securities of the Company.

Vintage hereby agrees that, so long as you actually serve on the Slate, Vintage will defend, indemnify and hold you harmless from and against any and all losses, damages, penalties, judgments, awards, liabilities, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees, costs, expenses and disbursements) incurred by you in the event that (i) you become a party, or are threatened to be made a party, to any civil, criminal, administrative or arbitral action, suit or proceeding, and any appeal thereof relating solely to your role as a nominee for director of the Company on the Slate (a "Proceeding") or (ii) you are called to testify or give a deposition in any Proceeding (whether or not you are a party or are threatened to be made a party to such Proceeding), including, in each case, the advancement to you of all reasonable attorneys' costs and expenses incurred by you in connection with any Proceeding. Your right of indemnification hereunder shall continue (i) in the event that Vintage determines to withdraw the Slate or remove you from the Slate and (ii) after the election has taken place but only for events which occur prior to such election and subsequent to the date hereof. Anything to the contrary herein notwithstanding, Vintage is not indemnifying you for any action taken by you or on your behalf which occurs prior to the date hereof or subsequent to the Annual Meeting or such earlier time as you are no longer a nominee of the Slate for election to the Company's Board of Directors or for any actions taken by you as a director of the Company, if you are elected. Nothing herein shall be construed to provide you an indemnity: (i) in the event you are found to have engaged in a violation of any provision of state or federal law in connection with the Proxy Contest unless you demonstrate that your action was taken in good faith and in a manner you reasonably believed to be in or not opposed to the best interests of electing the Slate; or (ii) if you acted in a manner which constitutes gross negligence or willful misconduct. In the event that you shall make any claim for indemnification hereunder, you shall promptly notify Vintage in the event of any third-party claims actually made against you or known by you to be threatened. In addition, with respect to any such claim, Vintage shall be entitled to control your defense with counsel chosen by Vintage. Vintage shall not be responsible for any settlement of any claim against you covered by this indemnity without its prior written consent. However, Vintage may not enter into any settlement of any such claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim.

Vintage recognizes that if you are elected to the Board of Directors of the Company, all of your activities and decisions as a director will be governed by applicable law and subject to your fiduciary duty to the stockholders of the Company and that, as a result, there is, and can be, no agreement between you and Vintage which governs the decisions which you will make as a director of the Company.

This letter and the attached consent set forth the entire agreement between the undersigned and you as to the subject matter contained herein, and cannot be amended, modified or terminated except by a writing executed by the undersigned and you. This letter shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

[Signature Page Follows]

Should the foregoing agree with your understanding, please so indicate in the space provided below, whereupon this letter will become a binding agreement between us.

Very truly yours,

VINTAGE CAPITAL MANAGEMENT, LLC

By: /s/ Brian R. Kahn

Name: Brian R. Kahn

Title: Manager

Agreed to and Accepted as
of the date first above written:

/s/ Stephen J. Lombardo, III

Name: Stephen J. Lombardo, III

[Signature Page to Nomination Agreement]

ATTACHMENT I

CONSENT OF NOMINEE

The undersigned hereby consents to being nominated and being named as a nominee for election as a director of Red Robin Gourmet Burgers, Inc. (the "Company"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to stockholders of the Company, by Vintage Capital Management, LLC ("Vintage") and in other materials in connection with the solicitation of proxies by Vintage from stockholders of the Company to be voted at the 2020 annual meeting of stockholders of the Company and any adjournment thereof, and further consents to serve as a director of the Company, if elected.

Dated: February 24, 2020

/s/ Stephen J. Lombardo, III

Name: Stephen J. Lombardo, III

Nomination Agreement of Craig S. Miller

[See attached]

Vintage Capital Management, LLC
4705 S. Apopka Vineland Road, Suite 206
Orlando, FL 32819

February 24, 2020

To the undersigned potential nominee:

This will confirm our understanding as follows:

You agree that you are willing, should we so elect, to become a member of a slate of nominees (the "Slate") to stand for election as directors of Red Robin Gourmet Burgers, Inc. (the "Company") in connection with a proxy contest with management of the Company in respect of the election of directors of the Company at the 2020 Annual Meeting of Shareholders of the Company (including any adjournment or postponement thereof or any special meeting held in lieu thereof, the "Annual Meeting"), expected to be held in or around May of 2020, or the appointment or election of some or all of the members of the Slate by other means (the "Proxy Contest").

Vintage Capital Management, LLC ("Vintage") agrees to pay the costs of the Proxy Contest.

You understand that it may be difficult, if not impossible, to replace nominees, such as yourself, who have agreed to serve on the Slate and later change their minds and determine not to seek election. Accordingly, Vintage is relying upon your agreement to seek election and, if elected or appointed, to serve as a director of the Company. In connection therewith, you are being supplied with a questionnaire in which you will provide Vintage with information necessary for Vintage to make appropriate disclosure both to the Company and for use in creating the proxy materials to be sent to shareholders of the Company and to be filed with the Securities and Exchange Commission and with a representation agreement that we will provide to the Company in connection with the Proxy Contest. You have agreed that (i) you will immediately complete and sign the questionnaire and the representation agreement and return it to Vintage Capital Management, LLC, 4705 S. Apopka Vineland Road, Suite 206, Orlando, Florida 32819, Tel: 407-506-7085, Fax: 208-728-8007, Email: [Omitted] and (ii) your responses to the questions contained therein will be true and correct in all respects. In addition, you have agreed that, concurrently with your execution of this letter, you will execute the instrument attached hereto as Attachment I informing the Company that you consent to being nominated by Vintage or one of its affiliates for election as a director of the Company and, if elected, that you consent to serving as a director of the Company. Upon being notified that we have chosen you, we may forward that instrument, your completed questionnaire and the representation agreement and any other supporting documentation (or summaries thereof) to the Company, and we may at any time, in our discretion, disclose such information, as well as the existence and contents of this letter. You also agree to provide us with any additional information necessary for Vintage to make appropriate disclosure to the Company and to use in creating the proxy materials to be sent to stockholders of the Company and filed with the Securities and Exchange Commission in connection with the Proxy Contest. Furthermore, you understand that we may elect, at our election and expense, to conduct a background and reference check on you and you agree to complete any and all necessary authorization forms or other documents required in connection therewith.

You further agree that (i) you will (x) and will cause your agents, representatives and affiliates to, treat confidentially all information relating to the Proxy Contest which is non-public, confidential or proprietary in nature and (y) accept responsibility for any disclosure, publication or other use of such information by you and your agents, representatives and affiliates; (ii) you will not, and will cause your agents, representatives and affiliates not to, issue or otherwise make any public statement or any other form of communication relating to the Company, Vintage (or its officers, directors, employees or affiliates), any other potential member of the Slate or the Proxy Contest without the prior written approval of the undersigned; and (iii) you will not, and will cause your agents, representatives and affiliates not to, acquire or dispose of any Securities of the Company without the prior written approval of the undersigned. For purposes of the forgoing sentence, "Securities" shall mean equity or debt securities of the Company, options to purchase or sell equity or debt securities of the Company, and swaps, synthetics and other derivative securities or instruments, the value of which is primarily related to equity or debt securities of the Company.

Vintage hereby agrees that, so long as you actually serve on the Slate, Vintage will defend, indemnify and hold you harmless from and against any and all losses, damages, penalties, judgments, awards, liabilities, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees, costs, expenses and disbursements) incurred by you in the event that (i) you become a party, or are threatened to be made a party, to any civil, criminal, administrative or arbitral action, suit or proceeding, and any appeal thereof relating solely to your role as a nominee for director of the Company on the Slate (a "Proceeding") or (ii) you are called to testify or give a deposition in any Proceeding (whether or not you are a party or are threatened to be made a party to such Proceeding), including, in each case, the advancement to you of all reasonable attorneys' costs and expenses incurred by you in connection with any Proceeding. Your right of indemnification hereunder shall continue (i) in the event that Vintage determines to withdraw the Slate or remove you from the Slate and (ii) after the election has taken place but only for events which occur prior to such election and subsequent to the date hereof. Anything to the contrary herein notwithstanding, Vintage is not indemnifying you for any action taken by you or on your behalf which occurs prior to the date hereof or subsequent to the Annual Meeting or such earlier time as you are no longer a nominee of the Slate for election to the Company's Board of Directors or for any actions taken by you as a director of the Company, if you are elected. Nothing herein shall be construed to provide you an indemnity: (i) in the event you are found to have engaged in a violation of any provision of state or federal law in connection with the Proxy Contest unless you demonstrate that your action was taken in good faith and in a manner you reasonably believed to be in or not opposed to the best interests of electing the Slate; or (ii) if you acted in a manner which constitutes gross negligence or willful misconduct. In the event that you shall make any claim for indemnification hereunder, you shall promptly notify Vintage in the event of any third-party claims actually made against you or known by you to be threatened. In addition, with respect to any such claim, Vintage shall be entitled to control your defense with counsel chosen by Vintage. Vintage shall not be responsible for any settlement of any claim against you covered by this indemnity without its prior written consent. However, Vintage may not enter into any settlement of any such claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim.

Vintage recognizes that if you are elected to the Board of Directors of the Company, all of your activities and decisions as a director will be governed by applicable law and subject to your fiduciary duty to the stockholders of the Company and that, as a result, there is, and can be, no agreement between you and Vintage which governs the decisions which you will make as a director of the Company.

This letter and the attached consent set forth the entire agreement between the undersigned and you as to the subject matter contained herein, and cannot be amended, modified or terminated except by a writing executed by the undersigned and you. This letter shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

[Signature Page Follows]

Should the foregoing agree with your understanding, please so indicate in the space provided below, whereupon this letter will become a binding agreement between us.

Very truly yours,

VINTAGE CAPITAL MANAGEMENT, LLC

By: /s/ Brian R. Kahn

Name: Brian R. Kahn

Title: Manager

Agreed to and Accepted as
of the date first above written:

/s/ Craig S. Miller

Name: Craig S. Miller

[Signature Page to Nomination Agreement]

ATTACHMENT I

CONSENT OF NOMINEE

The undersigned hereby consents to being nominated and being named as a nominee for election as a director of Red Robin Gourmet Burgers, Inc. (the "Company"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to stockholders of the Company, by Vintage Capital Management, LLC ("Vintage") and in other materials in connection with the solicitation of proxies by Vintage from stockholders of the Company to be voted at the 2020 annual meeting of stockholders of the Company and any adjournment thereof, and further consents to serve as a director of the Company, if elected.

Dated: February 24, 2020

/s/ Craig S. Miller

Name: Craig S. Miller

Vintage Capital Management, LLC
4705 S. Apopka Vineland Road, Suite 206
Orlando, FL 32819

February __, 2020

To the undersigned potential nominee:

This will confirm our understanding as follows:

You agree that you are willing, should we so elect, to become a member of a slate of nominees (the "Slate") to stand for election as directors of Red Robin Gourmet Burgers, Inc. (the "Company") in connection with a proxy contest with management of the Company in respect of the election of directors of the Company at the 2020 Annual Meeting of Shareholders of the Company (including any adjournment or postponement thereof or any special meeting held in lieu thereof, the "Annual Meeting"), expected to be held in or around May of 2020, or the appointment or election of some or all of the members of the Slate by other means (the "Proxy Contest").

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[Signature Page Follows]

Should the foregoing agree with your understanding, please so indicate in the space provided below, whereupon this letter will become a binding agreement between us.

Very truly yours,

VINTAGE CAPITAL MANAGEMENT, LLC

By: _____
Name: Brian R. Kahn
Title: Manager

Agreed to and Accepted as
of the date first above written:

Name:

ATTACHMENT I

CONSENT OF NOMINEE

The undersigned hereby consents to being nominated and being named as a nominee for election as a director of Red Robin Gourmet Burgers, Inc. (the "Company"), in the proxy statement to be filed with the Securities and Exchange Commission and distributed to stockholders of the Company, by Vintage Capital Management, LLC ("Vintage") and in other materials in connection with the solicitation of proxies by Vintage from stockholders of the Company to be voted at the 2020 annual meeting of stockholders of the Company and any adjournment thereof, and further consents to serve as a director of the Company, if elected.

Dated: February __, 2020

Name: