

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended May 26, 2024

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ___ to ___

Commission File Number: 1-13666

DARDEN RESTAURANTS, INC.

(Exact name of Registrant as specified in its charter)

Florida

(State or other jurisdiction of
incorporation or organization)

59-3305930

(IRS Employer Identification No.)

1000 Darden Center Drive, Orlando, Florida

(Address of principal executive offices)

32837

(Zip Code)

Registrant's telephone

number, including area code: **(407) 245-4000**

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, without par value	DRI	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark if the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the Registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files). Yes No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
	(Do not check if a smaller reporting company)	Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. Yes No

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). Yes No

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of Common Stock held by non-affiliates of the Registrant based on the closing price of \$156.01 per share as reported on the New York Stock Exchange on November 24, 2023, was approximately: \$18,588,900,000.

Number of shares of Common Stock outstanding as of May 26, 2024: 118,862,950.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement for its Annual Meeting of Shareholders on September 18, 2024, to be filed with the Securities and Exchange Commission no later than 120 days after May 26, 2024, are incorporated by reference into Part III of this Report.

DARDEN RESTAURANTS, INC.
FORM 10-K
FISCAL YEAR ENDED MAY 26, 2024

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Cautionary Statement Regarding Forward-Looking Statements

Statements set forth in or incorporated into this report regarding the expected increase in sales from continuing operations, same-restaurant sales, the number of our restaurants, our annual effective tax rate and capital expenditures in fiscal 2025, and all other statements that are not historical facts, including without limitation statements with respect to the financial condition, results of operations, plans, objectives, future performance and business of Darden Restaurants, Inc. and its subsidiaries that are preceded by, followed by or that include words such as “may,” “will,” “expect,” “intend,” “anticipate,” “continue,” “estimate,” “project,” “believe,” “plan,” “outlook” or similar expressions, are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and are included, along with this statement, for purposes of complying with the safe harbor provisions of that Act. Any forward-looking statements speak only as of the date on which such statements are made, and we undertake no obligation to update such statements for any reason to reflect events or circumstances arising after such date. By their nature, forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by such forward-looking statements. In addition to the risks and uncertainties of ordinary business obligations, and those described in information incorporated into this report, the forward-looking statements contained in this report are subject to the risks and uncertainties described in Item 1A below under the heading “Risk Factors.”

PART I

Item 1. BUSINESS

Introduction

Darden Restaurants, Inc. is a full-service restaurant company, and as of May 26, 2024, we owned and operated 2,031 restaurants through subsidiaries in the United States and Canada under the Olive Garden[®], LongHorn Steakhouse[®], Cheddar’s Scratch Kitchen[®], Yard House[®], Ruth’s Chris Steak House[®] (“Ruth’s Chris”), The Capital Grille[®], Seasons 52[®], Bahama Breeze[®], Eddie V’s Prime Seafood[®] (“Eddie V’s”), and The Capital Burger[®] trademarks. As of May 26, 2024, we also had 146 restaurants operated by independent third parties pursuant to area development and franchise agreements and 4 restaurants operating under contractual agreements. The following table details the number of company-owned and operated restaurants, as well as those operated under franchise and contractual agreements, as of May 26, 2024:

Number of Restaurants	Olive Garden	LongHorn Steakhouse	Cheddar’s Scratch Kitchen	Yard House (1)	Ruth’s Chris	The Capital Grille	Seasons 52	Bahama Breeze	Eddie V’s	The Capital Burger	Total
Owned and operated:											
United States	912	575	181	88	80	66	44	43	30	4	2,023
Canada	8	—	—	—	—	—	—	—	—	—	8
Total	920	575	181	88	80	66	44	43	30	4	2,031
Franchised:											
United States (2)	11	19	3	—	51	—	—	1	—	—	85
Latin America	31	—	—	—	2	2	—	—	—	—	35
Canada	—	—	—	—	6	—	—	—	—	—	6
Asia	3	—	—	—	14	—	—	—	—	—	17
Middle East	1	—	—	—	—	—	—	—	—	—	1
The Caribbean	1	—	—	—	1	—	—	—	—	—	2
Total	47	19	3	—	74	2	—	1	—	—	146
Operated:											
United States	—	—	—	—	4	—	—	—	—	—	4
Total	—	—	—	—	4	—	—	—	—	—	4
Grand Total	967	594	184	88	158	68	44	44	30	4	2,181

(1) Includes two restaurants that are owned jointly by us and third parties, and managed by us.

(2) Includes Puerto Rico and Guam.

Darden Restaurants, Inc. is a Florida corporation incorporated in March 1995, and is the parent company of GMRI, Inc., also a Florida corporation. GMRI, Inc. and certain other of our subsidiaries own and operate our restaurants. GMRI, Inc. was originally incorporated in March 1968 as Red Lobster Inns of America, Inc. We were acquired by General Mills, Inc. in 1970 and became a separate publicly held company in 1995 when General Mills distributed all of our outstanding stock to the stockholders of General Mills. Our principal executive offices and restaurant support center are located at 1000 Darden Center Drive, Orlando, Florida 32837, telephone (407) 245-4000. Our corporate website address is www.darden.com. We make our reports on Forms 10-K, 10-Q and 8-K, Section 16 reports on Forms 3, 4 and 5, and all amendments to those reports available free of charge on our website the same day as the reports are filed with or furnished to the Securities and Exchange Commission. Information on our website is not deemed to be incorporated by reference into this Form 10-K. Unless the context indicates otherwise, all references to “Darden,” “the Company,” “we,” “our” or “us” include Darden Restaurants, Inc., GMRI, Inc. and our respective subsidiaries.

On June 14, 2023, we completed our acquisition of Ruth’s Hospitality Group, Inc., a Delaware corporation (“Ruth’s”), for \$21.50 per share in cash. Ruth’s is the owner, operator and franchisor of restaurants under the Ruth’s Chris Steak House[®] trademark. As of the closing, Ruth’s Chris Steak House had 155 locations around the globe, including 81 company-owned or company-operated restaurants and 74 franchised restaurants.

On July 17, 2024, we entered into an agreement to acquire all of the outstanding shares of Chuy’s Holdings, Inc. (“Chuy’s Holdings”), a Delaware corporation, for \$37.50 per share in an all-cash transaction with an enterprise value of approximately

\$605 million. Chuy's Holdings is the owner and operator of restaurants under the Chuy's Fine Tex-Mex ® ("Chuy's") trademark. The transaction has been approved by our Board of Directors and is subject to the satisfaction of customary closing conditions, including, among others, the expiration or termination of the applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976. The acquisition is expected to be completed in the second quarter of fiscal 2025.

We have a 52/53 week fiscal year ending the last Sunday in May. Our fiscal year 2024 ended May 26, 2024 and consisted of 52 weeks, fiscal 2023 ended May 28, 2023 and consisted of 52 weeks, and fiscal 2022 ended May 29, 2022 and consisted of 52 weeks.

The following description of our business should be read in conjunction with the information in Part II of this report under the caption "Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Item 8 - Financial Statements and Supplementary Data."

Segment Information

We manage our restaurant brands in North America as operating segments. The brands operate principally in the U.S. within full-service dining. We aggregate our operating segments into reportable segments based on a combination of the size, economic characteristics and sub-segment of full-service dining within which each brand operates. We have four reportable segments: 1) Olive Garden, 2) LongHorn Steakhouse, 3) Fine Dining (which includes Ruth's Chris, The Capital Grille and Eddie V's) and 4) Other Business (which includes Cheddar's Scratch Kitchen, Yard House, Bahama Breeze, Seasons 52, The Capital Burger and ongoing royalties and other fees from our franchise operations and contractually managed locations). External sales are derived principally from food and beverage sales, we do not rely on any major customers as a source of sales and the customers and long-lived assets of our reportable segments are predominantly in the U.S. There were no material transactions among reportable segments.

Restaurant Brands

Olive Garden

Olive Garden is an internally-developed brand and is the largest full-service dining Italian restaurant operator in the United States. Olive Garden offers a variety of Italian foods featuring fresh ingredients presented simply with a focus on flavor and quality, and a broad selection of imported Italian wines. In 1982, Olive Garden opened its first restaurant in Orlando, Florida.

Most dinner menu entrée prices range from \$11.50 to \$21.50, and most lunch menu entrée prices range from \$9.50 to \$11.50. The price of each entrée includes as much fresh salad or soup and breadsticks as a guest desires. During fiscal 2024, the average check per person (defined as total sales divided by number of entrées sold) was approximately \$23.00, with alcoholic beverages accounting for 5.0 percent of Olive Garden's sales. Olive Garden maintains different menus across its trade areas to reflect geographic differences in consumer preferences, prices and selections, as well as a smaller portioned, lower-priced children's menu.

LongHorn Steakhouse

LongHorn Steakhouse is a full-service steakhouse restaurant brand with locations primarily in the eastern United States, operating in an atmosphere inspired by the American West. LongHorn Steakhouse opened its first restaurant in 1981 and we acquired LongHorn Steakhouse in October 2007 as part of the RARE Hospitality International, Inc. (RARE) acquisition. LongHorn Steakhouse restaurants feature a variety of menu items including signature fresh steaks and chicken, as well as salmon, shrimp, ribs, pork chops and burgers.

Most dinner menu entrée prices range from \$13.50 to \$39.00, and most lunch menu entrée prices range from \$9.00 to \$12.00. The price of most entrées includes a side and/or salad and as much freshly baked bread as a guest desires. During fiscal 2024, the average check per person was approximately \$27.50, with alcoholic beverages accounting for 8.6 percent of LongHorn Steakhouse's sales. LongHorn Steakhouse maintains different menus for dinner and lunch and different menus across its trade areas to reflect geographic differences in consumer preferences, prices and selections, as well as a smaller portioned, lower-priced children's menu.

Cheddar's Scratch Kitchen

Cheddar's Scratch Kitchen is a full-service restaurant brand operating primarily in Texas and throughout the southern, mid-western and mid-Atlantic regions of the United States. The casual dining menu features modern classics and American favorites cooked from scratch. Cheddar's Scratch Kitchen opened its first restaurant in 1979 and we acquired Cheddar's Scratch Kitchen in April 2017.

Most dinner menu entrée prices range from \$10.00 to \$23.00, and most lunch menu entrée prices range from \$9.00 to \$11.00. During fiscal 2024, the average check per person was approximately \$18.50, with alcoholic beverages accounting for 7.6 percent of Cheddar’s Scratch Kitchen’s sales. Cheddar’s Scratch Kitchen features different menus across its trade areas to reflect geographic differences in consumer preferences, prices and selections, as well as a smaller portioned, lower-priced children’s menu.

Yard House

Yard House is a full-service restaurant brand operating in metropolitan areas across the United States and is known for great food, classic rock and over 100 draft beer offerings. The American menu includes more than 100 chef driven items with a wide range of appetizers, burgers and steaks, street tacos, salads, sandwiches and a generous selection of vegetarian dishes. Yard House opened its first restaurant in 1996 and we acquired Yard House in August 2012.

Yard House design elements create a contemporary, yet casual, “come as you are” environment. Most lunch and dinner menu entrée prices range from \$10.00 to \$51.00. During fiscal 2024, the average check per person was approximately \$35.00, with alcoholic beverages accounting for 31.3 percent of Yard House’s sales. Yard House maintains different menus and selections of craft beers across its trade areas to reflect geographic differences in consumer preferences, prices and selections, as well as a smaller portioned, lower-priced children’s menu.

Ruth’s Chris

Ruth’s Chris is one of the largest fine dining steakhouse restaurant brands in the world. The menu features a broad selection of high-quality USDA Prime and Choice grade steaks and other premium offerings served in Ruth’s Chris’ signature fashion —“sizzling”— complemented by other traditional menu items inspired by its New Orleans heritage. Ruth’s Chris complements its distinctive food offerings with an award-winning wine list. Ruth’s Chris opened its first restaurant in 1965 and we acquired Ruth’s Chris in June 2023.

Most dinner menu entrée prices range from \$40.00 to \$85.00 and most lunch menu entrée prices range from \$16.00 to \$65.00. During fiscal 2024, the average check per person was approximately \$101.00, with alcoholic beverages accounting for 19.9 percent of Ruth’s Chris’ sales. Ruth’s Chris offers different menus for dinner and lunch and varies its wine list to reflect geographic differences in consumer preferences, prices and selections.

The Capital Grille

The Capital Grille is a fine dining restaurant brand with locations primarily in major metropolitan cities in the United States featuring relaxed elegance and style. The Capital Grille opened its first restaurant in 1990 and we acquired The Capital Grille in October 2007 as part of the RARE acquisition. Nationally acclaimed for dry aging steaks on the premises, the restaurants feature an award-winning wine list offering over 350 selections, personalized service, a comfortable club-like atmosphere, and premiere private dining rooms.

Most dinner menu entrée prices range from \$38.00 to \$95.00 and most lunch menu entrée prices range from \$22.00 to \$52.00. During fiscal 2024, the average check per person was approximately \$101.50, with alcoholic beverages accounting for 26.2 percent of The Capital Grille’s sales. The Capital Grille offers different menus for dinner and lunch and varies its wine list to reflect geographic differences in consumer preferences, prices and selections.

Seasons 52

Seasons 52 is an internally-developed full-service restaurant brand with a casually sophisticated, fresh grill and wine bar that offers a seasonally changing menu with all items under 595 calories. The menu includes an international collection of wines, along with exceptional signature handcrafted cocktails. In 2003, Seasons 52 opened its first restaurant in Orlando, Florida.

Most lunch and dinner menu entrée prices range from \$13.00 to \$49.50. During fiscal 2024, the average check per person was approximately \$51.00, with alcoholic beverages accounting for 22.7 percent of Seasons 52’s sales. Seasons 52 maintains an all-day menu in addition to different seasonal offerings, a pared-down lunch menu and a happy-hour menu.

Bahama Breeze

Bahama Breeze is an internally-developed full-service restaurant brand operating primarily in the eastern United States that offers guests the feeling of a Caribbean escape, with food, drinks and atmosphere found in the islands. The menu features distinctive, Caribbean-inspired fresh seafood, chicken and steaks as well as handcrafted tropical cocktails. In 1996, Bahama Breeze opened its first restaurant in Orlando, Florida.

Most lunch and dinner menu entrée prices range from \$9.00 to \$29.00. During fiscal 2024, the average check per person was approximately \$33.50, with alcoholic beverages accounting for 21.0 percent of Bahama Breeze’s sales. Bahama Breeze maintains different menus across its trade areas to reflect geographic differences in consumer preferences, prices and selections, as well as a smaller portioned, lower-priced children’s menu.

Eddie V’s

Eddie V’s is a fine dining restaurant brand with locations in major metropolitan cities in the United States, with a sophisticated and contemporary ambiance, featuring live music trios nightly in the V Lounge. Dishes are artistically prepared and feature seasonal seafood and critically acclaimed prime steaks, hand cut and broiled to perfection. The atmosphere provides an alluring dining experience reminiscent of a modern day Gatsby, infusing an indulgent experience with an irresistible vibe. Eddie V’s opened its first restaurant in 2000 and we acquired Eddie V’s in November 2011.

Most dinner menu entrée prices range from \$40.00 to \$114.00. During fiscal 2024, the average check per person was approximately \$120.50, with alcoholic beverages accounting for 28.1 percent of Eddie V’s sales. Eddie V’s maintains different menus for dinner and varies its wine list to reflect geographic differences in consumer preferences, prices and selections.

The Capital Burger

The Capital Burger is an internally-created, development-stage full-service restaurant concept with locations primarily in major metropolitan cities in the United States that offers guests a luxe burger experience. The Capital Burger opened its first restaurant in 2018. The menu features burgers made with a proprietary beef blend, sandwiches and appetizers. It is a bar-centric concept offering local craft beers, a unique wine list and spiked shakes. Multiple items take from the parentage of The Capital Grille, like the signature Stoli Doli, a pineapple-infused martini.

Most lunch and dinner menu entrée prices range from \$18.00 to \$42.00. During fiscal 2024, the average check per person was approximately \$35.50, with alcoholic beverages accounting for 27.2 percent of The Capital Burger’s sales. The Capital Burger maintains an all-day menu in addition to a happy hour menu.

The following table shows our restaurant growth over the last five years and lists the number of restaurants owned and operated by each of our brands and concept as of the end of the fiscal years indicated. The table excludes our restaurants operated by independent third parties pursuant to area development, franchise, and contractual agreements. The final column in the table lists our total sales from continuing operations for the fiscal years indicated.

Fiscal Year	Olive Garden	LongHorn Steakhouse	Cheddar’s Scratch Kitchen	Yard House	Ruth’s Chris	The Capital Grille	Seasons 52	Bahama Breeze	Eddie V’s	The Capital Burger	Total Restaurants	Total Sales (in millions) (1)
2020	868	522	165	81	—	58	44	41	23	2	1,804	\$7,806.9
2021	875	533	170	81	—	60	44	42	26	3	1,834	\$7,196.1
2022	884	546	172	85	—	62	45	42	28	3	1,867	\$9,630.0
2023	905	562	180	86	—	62	44	42	29	4	1,914	\$10,487.8
2024	920	575	181	88	80	66	44	43	30	4	2,031	\$11,390.0

(1) During fiscal 2020 and 2021, many of our locations experienced restrictions on operations, including the ability to have dine-in operations and were subject to vaccine and/or mask mandates as a result of the COVID-19 pandemic.

Strategy

We believe that capable operators of strong multi-unit brands have the opportunity to increase their share of the restaurant industry’s full-service segment. Generally, the restaurant industry is considered to be comprised of three segments: quick service, fast casual, and full-service. All of our restaurants fall within the full-service segment, which is highly fragmented and includes many independent operators and small chains. We believe we have strong brands, and that the breadth and depth of our experience and expertise sets us apart in the full-service restaurant industry. This collective capability is the product of investments over many years in areas that are critical to success in our business, including restaurant operations excellence, brand management excellence, supply chain, talent management and information technology, among other things.

Our operating philosophy remains focused on strengthening the core operational fundamentals of the business by providing an outstanding guest experience rooted in culinary innovation, attentive service, engaging atmosphere, and integrated marketing. Darden enables each brand to reach its full potential by leveraging its scale, insights, and experience in a way that protects uniqueness and competitive advantages. Additionally, our brands can capitalize on data driven insights to deliver customized one-

to-one customer relationship marketing. We hold ourselves accountable for operating our restaurants with a sense of urgency to achieve our commitments to all of our stakeholders.

Recent and Planned Restaurant Growth

During fiscal 2024, we added 80 net company-owned Ruth's Chris restaurants and 37 other net new restaurants in the United States. Our fiscal 2024 actual restaurant openings and closings, fiscal 2025 projected openings, and approximate capital investment, square footage and dining capacity, by brand ⁽⁴⁾, are shown below:

	Actual - Fiscal 2024			Projected - Fiscal 2025 (4)	Pro-Forma New Restaurants (4)		
	Restaurant Openings	Acquired	Restaurant Closings	New Restaurant Openings	Capital Investment Range (1) (in millions)	Approximate Square Feet (2)	Approximate Dining Seats (3)
Olive Garden	20	—	5	14-17	\$4.5 - \$6.2	7,700	250
LongHorn Steakhouse	17	—	4	14-17	\$3.8 - \$5.1	5,700	180
Cheddar's Scratch Kitchen	4	—	3	2-3	\$4.0 - \$5.5	6,400	210
Yard House	2	—	—	2-3	\$7.5 - \$9.7	9,000	330
Ruth's Chris	3	78	1	3-4	\$6.5 - \$8.4	8,500	300
The Capital Grille	4	—	—	6-7	\$8.7 - \$10.2	10,000	320
Seasons 52	—	—	—	1-2	\$6.0 - \$7.2	7,200	200
Bahama Breeze	1	—	—	1-2	\$5.8 - \$7.1	7,700	210
Eddie V's	2	—	1	1-2	\$8.7 - \$10.2	10,000	320
Totals	53	78	14	45-50			

(1) Includes cash investments for building, equipment, furniture and other construction costs; excludes internal capitalized overhead, pre-opening expenses, tenant allowance and future lease obligations. Olive Garden, LongHorn Steakhouse and Cheddar's Scratch Kitchen capital investments are based on costs associated with land-only leases; Yard House, Ruth's Chris, The Capital Grille, Seasons 52, Bahama Breeze and Eddie V's capital investments are based on ground and building leases. Actual costs can vary significantly depending on the specific location.

(2) Includes all space under the roof, including the coolers and freezers; based on primary prototypes.

(3) Includes bar dining seats and patio seating, but excludes bar stools.

(4) The Capital Burger is a development-stage concept with limited pro-forma information, and as such, it is excluded from this table.

While our objective is to continue to expand all of our restaurant brands, the actual number of openings for each of our brands for fiscal 2025 will depend on many factors, including our ability to recruit and train restaurant management and hourly personnel, locate appropriate sites, negotiate acceptable purchase or lease terms, obtain necessary local governmental permits, and complete construction.

We consider location to be a critical factor in determining a restaurant's long-term success, and we devote significant effort to the site selection process. Prior to entering a market, we conduct a thorough study to determine the optimal number and placement of restaurants. Our site selection process incorporates a variety of analytical techniques to evaluate key factors. These factors include trade area demographics, such as target population density and household income levels; competitive influences in the trade area; the site's visibility, accessibility and traffic volume; and proximity to activity centers such as shopping malls, hotel/motel complexes, offices and universities. Members of senior management evaluate, inspect and approve each restaurant site prior to its acquisition. Constructing and opening a new restaurant typically takes approximately 250 days on average after the site is acquired and permits are obtained.

We systematically review the performance of our restaurants to ensure that each one meets our standards. When a restaurant falls below minimum standards, we conduct a thorough analysis to determine the causes, and implement operational and marketing plans to improve that restaurant's performance. If performance does not improve to acceptable levels, the restaurant is evaluated for relocation, closing or conversion to one of our other brands. Permanent closures are typically due to economic changes in trade areas, the expiration of lease agreements, or site concerns. Accordingly, we continue to evaluate our site locations in order to minimize the risk of future closures or asset impairment charges.

Restaurant Operations

We believe that high-quality restaurant management is critical to our long-term success. Our restaurant management structure varies by brand and restaurant size. We issue detailed operations manuals covering all aspects of restaurant operations, as well as food and beverage manuals which detail the preparation procedures of our recipes. The restaurant management teams are responsible for the day-to-day operation of each restaurant and for ensuring compliance with our operating standards.

Each Olive Garden restaurant is led by a General Manager, and each LongHorn Steakhouse and Cheddar's Scratch Kitchen restaurant is led by a Managing Partner. Each also has three to six additional managers, depending on the operating complexity and sales volume of the restaurant. In addition, each restaurant typically employs between 35 to 200 hourly team members, most of whom work part-time. Restaurant General Managers or Managing Partners report to a Director of Operations who is responsible for approximately five to eleven restaurants. Each Director of Operations reports to a Divisional Vice President of Operations who is responsible for between 80 and 120 restaurants. Restaurants are visited regularly by operations management, including officer level executives, to help ensure strict adherence to all aspects of our standards and to solicit feedback on opportunities for improvement.

Each Yard House, Ruth's Chris and Bahama Breeze restaurant is led by a General Manager, and each The Capital Grille, Seasons 52, Eddie V's and The Capital Burger restaurant is led by a Managing Partner. Each also has three to ten additional managers. Each Yard House, Ruth's Chris, The Capital Grille, Seasons 52 and Eddie V's restaurant has one executive chef and most have one to two sous chefs. Each Bahama Breeze and The Capital Burger restaurant has one to three culinary managers. In addition, each restaurant typically employs between 50 to 200 hourly team members, most of whom work part-time. The General Manager or Managing Partner of each restaurant reports directly to a Director of Operations, who has operational responsibility for approximately three to eleven restaurants. Restaurants are visited regularly by operations management, including officer level executives, to help ensure strict adherence to all aspects of our standards and to solicit feedback on opportunities for improvement.

Our Learning and Development team in partnership with each brand's training leader, together with senior operations executives, is responsible for developing and maintaining our operations training programs. These efforts include an eight to twelve-week training program for management trainees and continuing development programs for all levels of leadership. The emphasis of the training and development programs varies by restaurant brand, but includes inclusive leadership, restaurant business management and culinary skills. We also use a highly structured training program to open new restaurants, including deploying training teams experienced in all aspects of restaurant operations. The opening training teams typically begin work one and a half weeks prior to opening and remain at the new restaurant for up to three weeks after the opening. They are re-deployed as appropriate to enable a smooth transition to the restaurant's operating staff.

We maintain performance measurement and incentive compensation programs for our management-level team members. We believe that our leadership position, strong results-oriented culture and various short-term and long-term incentive programs, including stock-based compensation, enhances our ability to attract and retain highly motivated restaurant managers.

Quality Assurance

Our Total Quality Department helps ensure that all restaurants provide safe, high-quality food in a clean and safe environment.

Through rigorous supplier and risk-based product evaluations, we purchase only products that meet or exceed our product specifications. We rely on independent third parties to inspect and evaluate our suppliers and distributors. Suppliers that produce "high-risk" products are subject to a food safety evaluation by Darden personnel at least annually. We require our suppliers to maintain sound manufacturing practices and operate with comprehensive Hazard Analysis and Critical Control Point (HACCP) food safety programs and risk-based preventative controls adopted by the U.S. Food and Drug Administration. These programs focus on preventing hazards that could cause food-borne illnesses by applying scientifically-based controls to analyze hazards, identify and monitor critical control points, and establish corrective actions when monitoring shows that a critical limit has not been met.

Third party auditors inspect each restaurant regularly throughout the year to assess food safety and sanitation practices. Our total quality team verifies the application of preventative controls through on-site support visits ensuring an effective and robust food safety system. Total quality managers provide support to operations staff with education and training in food safety and sanitation. The team also serves as a liaison to regulatory agencies on issues relating to food safety.

Sourcing and Distribution

Ensuring available, safe, high-quality food and supplies at competitive prices to all our restaurants depends on reliable sources of procurement. Our sourcing staff sources, negotiates, and purchases food and supplies from more than 1,500 suppliers whose products originate in more than 35 countries. Suppliers must meet our strict quality control standards in the development, harvest, catch and production of food products. We leverage competitive bids, long-term contracts and strategic supplier relationships to manage availability and cost of products.

We contribute to Darden's scale advantage, by directly sourcing product utilizing our supplier relationships, product expertise, dedicated distribution network, and food safety. Our staff travels routinely within the United States and internationally to source top-quality food and supplies at competitive prices. We actively engage with and monitor our suppliers, both in person and remotely, including hosting virtual visits and audits. We have excellent long-term relationships with key suppliers and usually source our product directly from producers (not brokers or intermediaries). We actively support several national minority supplier organizations to ensure that we incorporate women- and minority-owned businesses in our sourcing decisions.

We enter into long-term agreements with multiple third-party national distribution companies to deliver food and supplies to our restaurants. Under these arrangements we maintain ownership of the food and supplies inventory through our subsidiary Darden Direct Distribution, Inc. (Darden Direct). We store inventory in distribution company warehouses that are wholly or, in certain instances, primarily dedicated to Darden. Because of the rapid turnover of perishable food products, inventories in the restaurants have a modest aggregate dollar value in relation to sales.

We continue to drive automation of our supply chain by collaborating with our suppliers, logistics partners and distributors to improve optimization with information visibility and other technological advances. These and other terms of Darden Direct's long-term supply agreements further enable our sourcing staff to integrate demand forecasts into our purchasing operations, driving efficiencies in our operations.

Integrated Marketing

Our restaurants appeal to a broad spectrum of consumers. To further strengthen our brands, we are focused on highlighting what makes each one unique. That's why, when it comes to marketing, any activity our brands undertake is evaluated through three filters: First, it needs to elevate brand equity by bringing the brand's competitive advantages to life. Second, it should be simple to execute. We will not jeopardize all the work we have done to simplify operations, which allows our teams to consistently deliver memorable guest experiences. And finally, it will not be at a deep discount. We are focused on providing great value to our guests, but doing so in a way that drives profitable sales growth.

Integrated marketing is a key element of our strategy, and our scale enables us to be a leading advertiser in the full-service dining segment of the restaurant industry. Olive Garden leverages the efficiency of national advertising, on both traditional and streaming television, supplemented with targeted digital media investments. LongHorn Steakhouse, Cheddar's Scratch Kitchen, Yard House, Ruth's Chris Steak House, The Capital Grille, Seasons 52, Bahama Breeze, Eddie V's and The Capital Burger also use digital marketing to build engagement and loyalty.

In fiscal 2024, we continued a multi-year effort to implement new technology platforms that allow us to digitally engage with our guests and team members and strengthen our marketing and analytics capabilities. We also continued making improvements to our online and mobile ordering and payment systems across all of our brands. In addition, we continued working on developing sophisticated customer relationship management programs, data analytics and data-driven marketing approaches to effectively and efficiently target our existing and potential guests across our portfolio of brands. This enables us to tailor our messaging and offerings depending on guest visit history, preferences and brand loyalty. Finally, we have developed and consistently use sophisticated consumer marketing research techniques to monitor guest satisfaction and evolving food service trends and marketplace dynamics.

Human Capital

We prioritize our team members through our People Strategy that includes four strategic imperatives:

- Hire - Attract and select diverse team members that reflect our values and are committed to our results-oriented culture;
- Train - Teach team members to perform in today's environment and develop the skills to meet tomorrow's needs;
- Reward - Invest in compelling programs that recognize team members when goals are achieved and further motivate our culture of winning; and

- Retain - Keep team members engaged and motivated, ready to deliver results and grow their careers.

We closely track and assess a variety of metrics that help us evaluate our performance on each of these imperatives.

Hire. We are committed to attracting, engaging, developing and retaining a workforce that mirrors the diversity of our guests and the communities in which we operate. We track a variety of workforce statistics to help us understand the gender, racial and ethnic diversity of our team members. Key team member statistics as of the end of fiscal 2024 included the following:

Total team members (hourly and salaried)	191,105
Total number of hourly team members	180,207
Percent of hourly team members – female	58%
Percent of hourly team members – members of racial or ethnic minority groups	56%
Total number of new hires of hourly team members during fiscal 2024	137,038
Percent of hourly new hires – female	57%
Percent of hourly new hires – members of racial or ethnic minority groups	56%

In addition to the gender, racial and ethnic diversity of our workforce, our team members are also very diverse in age; we employ members of five generations of the United States population: Traditionalists, Baby Boomers, Generation X, Millennials and Centennials. We provide our EEO-1 report and additional details about our inclusion and diversity programs on our website at www.darden.com.

Train. We succeed because of our people, and with our success come rewards, recognition and great opportunities for our team members. We regularly invest in our team members’ careers by providing the tools they need to succeed in their current roles, to grow personally and professionally, and to deliver exceptional experiences to our guests each day. With thousands of leadership positions across our restaurants, we provide a pathway and training for thousands of individuals across the country to advance from entry-level jobs into management roles. In fiscal 2024, 65% of the participants in our restaurant Manager In Training program were internal promotions and 100% of the new General Managers or Managing Partners were internal promotions.

Reward. We believe that we provide working conditions and pay and benefits that compare favorably with those of our competitors. Most team members, other than restaurant management and corporate management, are paid on an hourly basis. We offer our team members flexible work schedules and competitive pay and benefits, including paid sick leave and access to free counseling through our employee assistance program for team members and their families.

We regularly review our pay and benefits programs to identify and implement enhancements to the ways we reward our team members. Since fiscal 2022, we have maintained a policy that each hourly restaurant team member company-wide would earn a minimum hourly wage of at least \$12 per hour, inclusive of tip income. For fiscal 2024, across all of our brands, our hourly team members earned, on average, more than \$23 per hour, far exceeding that minimum wage. In fiscal 2024, we also invested an additional \$3 million in subsidies to reduce or keep flat the medical premiums that our team members pay to participate in our medical insurance program. Further, in fiscal 2024, the Darden Restaurants Foundation continued the Next Course Scholarship program for children and dependents of our team members that launched during fiscal 2023. In its second year, the program awarded scholarships worth \$3,000 each to more than 100 children or dependents of Darden team members. In January 2023, we introduced a new benefit for restaurant team members called Fast Fluency. For many of our team members, English is not their first language, and this program provides the opportunity to learn English for free.

None of our team members are covered by a collective bargaining agreement. We consider our team member relations to be good. We conduct engagement surveys with hourly team members and management twice a year through Gallup, and Darden’s overall engagement is well above the average for both U.S. and International companies as measured by Gallup.

Consistent with our core values of respect, caring and teamwork, in fiscal 1999, we established a program called Darden Dimes to help fellow Darden team members in need. Darden Dimes provides short-term financial grants to team members experiencing financial need caused by unexpected emergencies or catastrophic natural disasters. Participating team members

donate as little as 10 cents from each paycheck to the Darden Dimes fund, which raised over \$2.0 million and granted \$1.7 million in fiscal 2024.

Retain. As a full-service restaurant company, food is always top of mind, but our team members make the difference: they are at the heart of everything we do. We believe the guest experience can never exceed the team member experience, so we strive to hire the best individuals and retain them by fostering an environment of respect and inclusion, where diversity of thought and background is valued and everyone has the opportunity to develop and grow their careers. In addition, our geographic footprint often puts us in a position to offer our restaurant team members jobs in their current roles when personal circumstances require relocation.

Darden's consolidated turnover rate for hourly team members during fiscal 2024 was 80%, one of the lowest rates in the restaurant industry. Each of our brands experienced a turnover rate during fiscal 2024 that was lower than the most recent relevant casual dining or fine dining turnover rate for their segment of the industry as reported in The People Report™ by Black Box Intelligence™. Darden's consolidated restaurant management turnover rate of 16% was also significantly lower than the broader restaurant industry benchmark. Our executive leadership (vice president and above) has an average of over 19 years of experience with Darden, while our restaurant General Managers and Managing Partners have an average of 14 years of experience with us.

Information Technology and Cybersecurity

We strive for leadership in the restaurant business by using technology as a competitive advantage and as an enabler of our strategy. We have implemented technology-enabled business solutions to improve financial control, cost management, guest service and employee effectiveness, as well as enable e-commerce. These solutions are designed to be used across restaurant brands, yet are flexible enough to meet the unique needs of each restaurant brand. Our strategy is to fully integrate systems to drive operational efficiencies and enable restaurant teams to focus on restaurant operations excellence. Restaurant hardware and software support for all of our restaurant brands is provided or coordinated from the restaurant support center facility in Orlando, Florida. Our data center contains sufficient computing power to process information from all restaurants quickly and efficiently. We leverage public cloud computing where appropriate to enhance our capabilities and to leverage scale. Our information is processed in a secure environment to protect both our data and the physical computing assets. We guard against business interruption by maintaining a disaster recovery plan, which includes storing critical business information off-site, testing the disaster recovery plan annually and providing on-site power backup. We periodically engage third parties to perform cybersecurity audits utilizing the National Institute of Standards and Technology framework. We also engage third parties to conduct security reviews of our network, processes and systems on a regular basis. We use internally developed proprietary software, cloud-based software as a service (SaaS), as well as purchased software, with proven, non-proprietary hardware.

All of our brands share a secure, robust digital platform with online ordering and other guest-facing capabilities. We also have deployed mobile applications with online ordering and other features for all of our casual dining brands and for most of our specialty restaurant brands. We successfully leverage these digital capabilities to address evolving guest needs. We will continue to invest in these platforms and applications to enhance the guest experience.

We maintain a robust system of data protection and cybersecurity resources, technology and processes. We regularly evaluate new and emerging risks and ever-changing legal and compliance requirements. We make strategic investments to address these risks and compliance requirements to keep Company, guest and team member data secure. We monitor risks of sensitive information compromise at our business partners where relevant and reevaluate these risks on a periodic basis. We also perform annual and ongoing cybersecurity awareness training for our restaurant management and restaurant support center team members. In addition, we provide annual credit card handling training following Payment Card Industry (PCI) guidelines to all team members that handle guest credit cards.

Our management believes that our current systems and practice of implementing regular updates positions us well to support current needs and future growth. We use a strategic information systems multi-year planning process that involves senior management and is integrated into our overall business planning. We provide data protection and cybersecurity reports to the Audit Committee of the Company's Board of Directors on a quarterly basis who have oversight of risks related to cybersecurity threats. These reports are also provided periodically to the full Board of Directors. Information systems projects are prioritized based upon strategic, financial, regulatory, risk and other business advantage criteria.

Competition

The restaurant industry is intensely competitive with respect to the type and quality of food, price, service, restaurant location, personnel, brand, attractiveness of facilities, availability of carryout and home delivery, internet and mobile ordering capabilities and effectiveness of advertising and marketing. The restaurant business is often affected by changes in consumer tastes; national, regional or local economic conditions; demographic trends; traffic patterns; the type, number and location of competing restaurants; and consumers' discretionary purchasing power. We compete within each market with national and regional chains and locally-owned restaurants for guests, management and hourly personnel and suitable real estate sites. In addition, expanding product offerings at fast casual and quick-service restaurants and the convenience of home delivery services, together with negative economic conditions, could cause consumers to choose less expensive alternatives or reduce the frequency of their restaurant visits. We expect intense competition to continue in all of these areas.

Other factors pertaining to our competitive position in the industry are addressed under the sections entitled "Purchasing and Distribution," "Advertising and Marketing" and "Information Technology and Cybersecurity" in this Item 1 and in our Risk Factors in Item 1A of this Form 10-K.

Trademarks and Service Marks

We regard our Olive Garden[®], LongHorn Steakhouse[®], Cheddar's Scratch Kitchen[®], Yard House[®], Ruth's Chris Steak House[®], The Capital Grille[®], Seasons 52[®], Bahama Breeze[®], Eddie V's Prime Seafood[®], The Capital Burger[®], Darden[®] and Darden Restaurants[®] service marks, and other service marks and trademarks related to our restaurant businesses, as having significant value and as being important to our marketing efforts. Our policy is to pursue registration of our important service marks and trademarks and to vigorously oppose any infringement of them. Generally, with appropriate renewal and use, the registration of our service marks and trademarks will continue indefinitely.

Franchises, Joint Ventures and New Business Development

As of May 26, 2024, we owned and operated 2,031 restaurants through subsidiaries in the United States and Canada. We own all of those locations, except for 2 restaurants managed by us and owned by joint ventures in which we hold a majority ownership. We also operate 4 restaurants under contractual agreements. In all instances, we maintain control over the use of our service marks and receive management fees, which are not material to our consolidated financial statements.

As of May 26, 2024, franchisees operated 85 franchised restaurants in the United States and 61 franchised restaurants outside of the United States. We have area development, franchise and/or license agreements in place with unaffiliated operators to develop and operate Olive Garden, LongHorn Steakhouse, Cheddar's Scratch Kitchen, The Capital Grille, Ruth's Chris and Bahama Breeze restaurants in the following regions:

- United States (including Puerto Rico and Guam),
- Canada,
- Mexico,
- Central and South America (Brazil, Costa Rica, Ecuador, El Salvador and Panama),
- Asia (Philippines, China, Hong Kong, Taiwan, Indonesia, Singapore and Japan)
- Caribbean (Aruba, Jamaica, Bahamas, Barbados and Cayman Islands),
- Middle East (Saudi Arabia and Qatar).

The open and operating franchised restaurants are all reflected in the table under the "Introduction" section of this Item 1. We do not have an ownership interest in any of these franchisees, but we receive fees under the area development and franchise agreements and royalty income under the franchise or license agreements. The amount of income we derive from our franchise arrangements is not material to our consolidated financial statements.

The restaurants operating under contractual agreements are also reflected in the table under the "Introduction" section of this Item 1. We do not have an ownership interest in any of these locations, but we receive incentive and royalty fees under the management agreements. The amount of income we derive from our managed agreement arrangements is not material to our consolidated financial statements.

We license the sales and distribution of several items including Olive Garden salad dressings, salad croutons and seasoning through various channels including wholesale distribution chains and major grocery chains. The amount of income we derive from these licensing arrangements is not material to our consolidated financial statements.

Seasonality

Our sales volumes have historically fluctuated seasonally. Typically, our average sales per restaurant are highest in the winter and spring, followed by the summer, and lowest in the fall. Holidays, changes in the economy, severe weather and similar conditions may impact sales volumes seasonally in some operating regions. Because of the historical seasonality of our business and these other factors, results for any fiscal quarter are not necessarily indicative of the results that may be achieved for the full fiscal year.

Government Regulation

We are subject to various federal, state, local and international laws affecting our business. Each of our restaurants must comply with licensing requirements and regulations by a number of governmental authorities, which include health, safety and fire agencies in the state or municipality in which the restaurant is located. The development and operation of restaurants depend on selecting and acquiring suitable sites, which are subject to zoning, land use, environmental, traffic and other regulations. To date, we have not been significantly affected by any difficulty, delay or failure to obtain required licenses or approvals.

During fiscal 2024, 11.0 percent of our sales were attributable to the sale of alcoholic beverages. Regulations governing their sale require licensure by each site (in most cases, on an annual basis), and licenses may be revoked or suspended for cause at any time. These regulations relate to many aspects of restaurant operation, including the minimum age of patrons and employees, hours of operation, advertising, wholesale purchasing, inventory control and handling, and storage and dispensing of alcoholic beverages. In recent years, many states have modified their regulations to permit To Go sales of alcoholic beverages, and in some locations we now offer a variety of alcoholic beverages, including in bottles, from draft and mixed drinks To Go. The failure of a restaurant to obtain or retain these alcoholic beverage licenses or to comply with regulations governing the sale of alcoholic beverages would adversely affect the restaurant's operations. We also are subject in certain states to "dram shop" statutes, which generally provide an injured party with recourse against an establishment that serves alcoholic beverages to an intoxicated person who then causes injury to himself or a third party. We carry liquor liability coverage as part of our comprehensive general liability insurance.

We also are subject to federal, state and local minimum wage laws and other laws governing such matters as overtime, tip credits, working conditions, paid leave, safety standards, and hiring and employment practices. In April 2024, the U.S. Department of Labor announced updates to the Fair Labor Standards Act overtime rules that, in two stages, one on July 1, 2024 and a second on January 1, 2025 increase the salary threshold above which non-exempt workers are required to be paid overtime.

Since 1995, Darden has had a Tip Rate Alternative Commitment (TRAC) agreement with the Internal Revenue Service (IRS). TRAC requirements, which include increased educational and other efforts in each restaurant to increase the reporting compliance of employees with respect to cash tips, are applied across all of our brands. Compliance with TRAC requirements reduces the likelihood of potential employer-only FICA tax assessments related to cash tips that are unreported by employees at Darden's covered units. Consistent with our long-standing agreement with the IRS, we work proactively with IRS personnel responsible for tip compliance to ensure that we are taking the appropriate steps to continue to meet our TRAC obligations. In 2023, the IRS issued a proposed revenue procedure that would establish the Service Industry Tip Compliance Agreement (SITCA) program and eliminate TRAC. We are working closely with the IRS as it finalizes its guidance.

We are subject to federal and state environmental regulations, but these rules have not had a material effect on our operations. During fiscal 2024, there were no material capital expenditures for environmental control facilities and no material expenditures for this purpose are anticipated.

Our facilities must comply with the applicable requirements of the Americans with Disabilities Act of 1990 (ADA) and related state accessibility statutes. Under the ADA and related state laws, we must provide equivalent service to disabled persons and make reasonable accommodation for their employment, and when constructing or undertaking significant remodeling of our restaurants, we must make those facilities accessible.

We are subject to federal and state regulations relating to employer-provided health insurance, but these rules have not had a material effect on our operations.

We are subject to laws and regulations relating to the preparation and sale of food, including regulations regarding product safety, nutritional content and menu labeling. We are subject to laws and regulations requiring disclosure of calorie, fat, trans fat, salt and allergen content.

We are subject to laws relating to information security, privacy, cashless payments and consumer credit, protection and fraud. An increasing number of governments and industry groups worldwide have established data privacy laws and standards for the protection of personal information, including social security numbers, financial information (including credit card numbers),

and health information. As a merchant and service provider of point-of-sale services, we are also subject to the Payment Card Industry Data Security Standard issued by the Payment Card Industry Council (PCI DSS).

We are subject to anti-corruption laws in the United States and in the international jurisdictions where we do business, including the Foreign Corrupt Practices Act. We are also subject to a variety of international laws relating to franchising and licensing of intellectual property in the various countries across the world where we are engaged in franchising our restaurant brands.

See Item 1A “Risk Factors” below for a discussion of risks relating to federal, state and local regulation of our business, including in the areas of data privacy and environmental matters.

Sustainability

The sustainability of our food sources and restaurant operations is a key component of providing great service and food to our guests. During fiscal 2024, we remained focused on our climate strategy, restaurant sustainability metrics and Darden’s Animal Welfare Council. We will continue to adapt our sustainability approach with development or enhancement of integrated and strategic priorities in the near term across the enterprise, from the food we source to the operation of our restaurants.

Darden manages energy and water conservation within our restaurant operations and engages with our supply chain partners on sustainability topics including climate, deforestation and animal welfare. In fiscal 2024, Darden accelerated the reporting cycle for environmental metrics to be consistent with our financial results. Previously, environmental performance metrics were reported for the year prior. Additional environmental indicators, including energy and water consumption, waste generation and diversion, as well as Scope 3 greenhouse gas emissions, are reported on our website at www.darden.com/our-impact/communities/sustainability.

Greenhouse Gas (GHG) Emissions ⁽¹⁾				
Fiscal Year Ended				
(in metric tons CO ₂ e)	May 26, 2024		May 28, 2023 ⁽³⁾	May 29, 2022
Average Per Restaurant ⁽²⁾	400		410	412
Total - Scope 1 and 2	818,117 ⁽⁴⁾		785,862	769,811

- (1) As of fiscal 2024, GHG reporting is for the same fiscal year for which current financial results are included in this report. Above emissions are for owned and operated restaurants only. Franchises are accounted for in our Scope 3 inventory.
- (2) GHG Emissions per Restaurant Intensity Ratio includes only Scope 1 and 2 totals (as defined in the Corporate Accounting and Reporting Standard of the GHG Protocol) divided by the total number of restaurants.
- (3) Fiscal 2023 emissions and intensity not previously reported.
- (4) APEX Companies, LLC. provided statements of third-party verification to a limited assurance level for the above stated values for the fiscal years ended 2024, 2023 and 2022 in accordance with ISO Standard 14064-3 Second edition 2019-4 on greenhouse gases- Part 3: Specification with guidance for the verification and validation of GHG statements.

We shared Darden’s Food Principles in 2016 to outline our commitment to guests in areas of sustainable sourcing, nutritional disclosure, food safety and animal welfare. Darden’s Food Principles connect each of these strategic business efforts in a guest-centered platform, including sourcing and ingredient commitments to our guests. We have set commitments related to the following food attributes: animal welfare, chickens raised without medically-important antibiotics, cage-free eggs and gestation crate-free pork. We continue to work with our supplier partners to make progress toward these commitments and we provide annual updates on our efforts in the Sustainability section of our website, www.darden.com.

Building on our Food Principles, Darden established an Animal Welfare Policy that adopts an outcomes-based approach to continue to ensure high level of care for farm animals in the food supply chain. To implement this policy, we established an Animal Welfare Council consisting of leading academics and thought leaders with expertise in the care of animals in food supply chains. The Council advises and supports the Company on our efforts to advance strategy and implementation of an outcomes-based approach to animal welfare, from supplier collaborations to reporting improvements.

More information about our sustainability strategy, our commitment to our guests on Food Principles and our progress to date is available at www.darden.com.

Darden Foundation and Community Affairs

We are recognized for a culture that rewards caring for and responding to people. That defines service for Darden. The Darden Restaurants, Inc. Foundation (the Foundation) works to bring this spirit of service to life through its philanthropic support of charitable organizations across the country and support for the volunteer involvement of our team members. The Foundation does this by focusing its philanthropic efforts on programs that enhance the communities where our team members and guests live and work. In addition, team members at our Restaurant Support Center are eligible for 16 hours per calendar year of paid time for approved community service activities during scheduled work hours.

In fiscal 2024, the Foundation awarded approximately \$4.3 million in grants to national organizations as well as local nonprofits including Second Harvest Food Bank of Central Florida and the Heart of Florida United Way. These organizations provide service to the public through hunger relief, community engagement, financial assistance, and the promotion of career opportunities in the culinary industry.

The Foundation continued to invest in mobile food pantry programs through its long-standing partnership with Feeding America. In fiscal 2024, the Foundation awarded a \$2.0 million grant to help fund 10 additional refrigerated box trucks to help Feeding America increase access to nutritious food and address transportation needs at food banks that are under-resourced and serve communities with high percentages of food insecurity. The most recent donation marks a total of \$18.3 million that the Foundation and Darden have contributed to the Feeding America network since 2010.

Our support of Feeding America and the fight against hunger goes hand-in-hand with our Darden Harvest program, which began in 2003 as a mechanism for delivering fresh and healthy food to people who need it. Each day, our restaurants collect surplus, wholesome food that is not served to guests and, rather than discarding the food, they prepare it for donation to local nonprofit feeding partners. In fiscal 2024, Darden contributed approximately 5.4 million pounds of food, the equivalent of more than 4.5 million meals provided to people in need across the communities served by our restaurants. As an added benefit of the Darden Harvest program, we are able to divert millions of pounds of surplus food from waste streams every year.

In fiscal 2024, as part of Darden's continued commitment to inclusion and diversity, the Foundation donated an additional \$500,000 to Boys & Girls Clubs of America to support the development and implementation of programming that will help youth embrace diversity and combat racial discrimination. The Youth for Unity curriculum provides meaningful, action-oriented solutions to address social injustice and racial inequity and help foster the next generation of leaders, problem-solvers and advocates for change.

The Foundation's funding helps support the National Restaurant Association Educational Foundation's ProStart program, a national high school program that introduces students to the restaurant industry and provides them with an industry-driven curriculum on topics ranging from culinary techniques to management skills. The Foundation's fiscal 2024 contribution of \$250,000 also supports the Restaurant Ready program to engage and encourage disconnected young people to pursue a path to employment and improve their quality of life.

We are also a proud member of the American Red Cross' Annual Disaster Giving Program, which enables the Red Cross to respond to the needs of individuals and families impacted by disasters anywhere in the United States. In fiscal 2024, the Foundation provided \$500,000 to the American Red Cross for the program. In addition to financial support, our restaurants donate meals to feed first responders and victims of natural disasters.

In fiscal 2024, the Foundation supported the second annual Next Course Scholarship program to help the children or dependents of Darden team members reach their educational goals. The Foundation has partnered with Scholarship America to administer the initiative, which provided scholarships for post-secondary education to children or dependents of eligible full-time and part-time Darden team members for the 2024-25 academic year. As a result, 102 children or dependents of Darden team members were awarded scholarships worth \$3,000 each. These team members represent more than 90 different restaurants across eight of our brands and 34 states.

More information about the Foundation and its efforts to enhance the quality of life in the communities where we do business is available on our website at www.darden.com.

Item 1A. RISK FACTORS

Various risks and uncertainties could affect our business. Any of the risks described below or elsewhere in this report or our other filings with the Securities and Exchange Commission could have a material impact on our business, financial condition or results of operations. It is not possible to predict or identify all risk factors. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also impair our business operations.

Risks Relating to Inflation and Macroeconomic Disruption

A failure to address cost pressures, including rising costs for commodities, labor, health care and utilities used by our restaurants, and a failure to effectively deliver cost management activities and achieve economies of scale in purchasing could compress our margins and adversely affect our sales and results of operations.

Our results of operations depend significantly on our ability to anticipate and react to changes in the price and availability of food, ingredients, labor, health care, utilities, fuel and other related costs over which we may have little control. We have experienced and continue to experience higher than normal inflationary conditions with respect to most or all of these costs during fiscal 2024. Operating margins for our restaurants are subject to changes in the price and availability of food commodities, including beef, pork, chicken, seafood, cheese, butter and produce. The introduction of or changes to tariffs on imported food products, such as produce and seafood, could increase our costs and possibly impact the supply of those products. We cannot predict whether we will continue to be able to anticipate and react to changing food costs by adjusting our purchasing practices, menu offerings, and menu prices, and a failure to do so could adversely affect our operating results. We attempt to leverage our size to achieve economies of scale in purchasing, but there can be no assurances that we can always do so effectively. We are also subject to the general risks of inflation and its impact on the macroeconomic environment.

Increases in minimum wage, health care and other benefit costs may have a material adverse effect on our labor costs. We operate in many states and localities where the minimum wage is significantly higher than the federal minimum wage. The market for labor in the United States is competitive and has resulted in pressure on wages and may continue to do so in the future. Increases in minimum wage and market pressure may also result in increases in the wage rates paid for non-minimum wage positions. Many states and localities are also passing laws regulating employment practices and working conditions, which could have a material adverse effect on our labor costs in those areas.

Our restaurants' operating margins are also affected by fluctuations in the price of utilities such as electricity and natural gas, whether as a result of inflation or otherwise, on which the restaurants depend for their energy supply. In addition, interruptions to the availability of gas, electric, water or other utilities, whether due to aging infrastructure, weather conditions, fire, animal damage, trees, digging accidents, geopolitical impacts or other reasons largely out of our control, may adversely affect our operations. Our inability to anticipate and respond effectively to an adverse change in any of these factors could have a significant adverse effect on our sales and results of operations.

Certain economic and business factors and their impacts on the restaurant industry and other general macroeconomic factors, including unemployment, energy prices and interest rates that are largely beyond our control may adversely affect consumer behavior and our results of operations.

Our business results depend on a number of industry-specific and general economic factors, many of which are beyond our control, and may adversely affect consumer behavior and our results of operations. The full-service dining sector of the restaurant industry is affected by changes in international, national, regional and local economic conditions, seasonal fluctuation of sales volumes, consumer spending patterns and consumer preferences, including changes in consumer tastes and dietary habits, and the level of consumer acceptance of our restaurant brands. The performance of individual restaurants may also be adversely affected by factors such as demographic trends, severe weather including hurricanes, traffic patterns and the type, number and location of competing restaurants.

General economic conditions, including slow global recovery from economic downturns, geopolitical conditions and uncertainty about the strength or pace of economic recovery, have also adversely affected our results of operations and may continue to do so. Economic recession, a protracted economic slowdown, a worsening economy, increased unemployment, increased inflation, increased energy prices, rising interest rates, a downgrade of the U.S. government's long-term credit rating, imposition of retaliatory tariffs on important U.S. imports and exports or other industry-wide cost pressures have affected and can continue to affect consumer behavior and spending for restaurant dining occasions and lead to a decline in sales and earnings. Economic uncertainty has caused and may continue to cause guests to make fewer discretionary purchases, and any significant decrease in our guest traffic or average profit per transaction will negatively impact our financial performance. In addition, if gasoline, natural gas, electricity and other energy costs remain at the current elevated levels or increase further, and credit card, home mortgage and other borrowing costs increase with rising interest rates, our guests may have lower disposable income and

reduce the frequency of their dining occasions, may spend less on each dining occasion or may choose more inexpensive food options.

Furthermore, we cannot predict the effects that actual or threatened armed conflicts, including the ongoing armed conflicts in the Ukraine and the Middle East, terrorist attacks, efforts to combat terrorism, heightened security requirements, or a failure to protect information systems for critical infrastructure, such as the electrical grid and telecommunications systems, could have on our operations, the economy or consumer confidence generally. Any of these events could affect consumer spending patterns or result in increased costs for us due to security measures.

Unfavorable changes in the above factors or in other business and economic conditions affecting our guests could increase our costs, reduce traffic in some or all of our restaurants or impose practical limits on pricing, any of which could lower our profit margins and have a material adverse effect on our sales, financial condition and results of operations.

Risks Related to Human Capital

The inability to hire, train, reward and retain restaurant team members and determine and maintain adequate staffing may impact our ability to achieve our operating, growth and financial objectives.

Our long-term growth depends substantially on our ability to recruit and retain high-quality team members to work in and manage our restaurants. Adequate staffing and retention of qualified restaurant team members is a critical factor impacting our guests' experience in our restaurants. Maintaining adequate staffing in our existing restaurants and hiring and training staff for our new restaurants requires precise workforce planning which has been complicated by the tight labor market in the United States and by the dynamics of changing consumer preferences. The market for the most qualified talent continues to be competitive and we must provide competitive wages, benefits and workplace conditions to maintain our most qualified team members. A shortage of qualified candidates who meet all legal citizenship or work authorization requirements, failure to recruit and retain new team members in a timely manner or higher than expected turnover levels all could affect our ability to open new restaurants, grow sales at existing restaurants or meet our labor cost objectives. An inability to adequately monitor and proactively respond to team member dissatisfaction could lead to poor guest satisfaction, higher turnover, litigation and unionization, which could jeopardize our ability to meet our growth targets or impact our results of operations.

A failure to recruit, develop and retain effective leaders or the loss or shortage of personnel with key capacities and skills could impact our strategic direction and jeopardize our ability to meet our business performance expectations and growth targets.

Our future growth depends substantially on the contributions and abilities of key executives and other leadership team members. We must continue to recruit, retain and motivate management team members in order to achieve our current business objectives and support our projected growth. Unplanned changes in senior management could expose us to significant changes in strategic direction and initiatives. A failure to maintain appropriate organizational capacity and capability to support leadership excellence (adequate resources, innovative skill sets and expectations) and build adequate bench strength required for growth or a loss of key skill sets could jeopardize our ability to meet our business performance expectations and growth targets.

We may be subject to increased labor and insurance costs.

Our restaurant operations are subject to United States and Canadian federal, state and local laws governing such matters as minimum wages, working conditions, overtime and tip credits. As federal, state and local minimum wage rates increase, we may need to increase not only the wages of our minimum wage employees, but also the wages paid to employees at wage rates that are above minimum wage. Labor shortages, increased employee turnover and health care and other benefit or working condition regulations also have increased and may continue to increase our labor costs. These increased costs could, in turn, lead us to increase our menu prices, which could negatively impact our sales. Conversely, if competitive pressures or other factors prevent us from offsetting increased labor costs by increases in menu prices, our profitability may decline. In addition, the current premiums that we pay for our insurance (including workers' compensation, general liability, property, health, and directors' and officers' liability) may increase at any time, thereby further increasing our costs. The dollar amount of claims that we experience under our workers' compensation and general liability insurance, for which we carry high per-claim deductibles, may also increase at any time, thereby further increasing our costs. Further, the decreased availability of property and liability insurance has the potential to negatively impact the cost of premiums and the magnitude of uninsured losses.

Risks Relating to Health and Safety

Health concerns arising from food-related pandemics, outbreaks of flu, viruses or other diseases may have an adverse effect on our business.

The United States and other countries have experienced, or may experience in the future, outbreaks of viruses, such as the novel coronavirus that caused COVID-19, norovirus, avian flu or “SARS,” “MERS,” H1N1 or “swine flu,” or other diseases. To the extent that a virus or disease is food-borne, or perceived to be food-borne, future outbreaks may adversely affect the price and availability of certain food products and cause our guests to eat less of a product, or could reduce public confidence in food handling and/or public assembly. For example, public concern over avian flu may cause fear about the consumption of chicken, eggs and other products derived from poultry, and the inability to serve poultry-based products would restrict our ability to provide a variety of menu items to our guests. If we change a restaurant menu in response to such concerns, we may lose guests who do not prefer the new menu, and we may not be able to attract a sufficient new guest base to produce the sales needed to make the restaurant profitable. We also may have different or additional competitors for our intended guests as a result of such a change and may not be able to successfully compete against such competitors. If a virus is transmitted by human contact or respiratory transmission, our employees or guests could become infected, or could choose, or be advised, to avoid gathering in public places, any of which could adversely affect our restaurant guest traffic and our ability to adequately staff our restaurants, receive deliveries on a timely basis or perform functions at the corporate level. We also could be adversely affected if the World Health Organization and/or The United States Centers for Disease Control were to restrict travel to affected geographic areas where we source our products, thus possibly impacting the continuity of supply. Additionally, jurisdictions in which we have restaurants may impose mandatory closures, seek voluntary closures or impose restrictions on operations. Even if such measures are not implemented and a virus or other disease does not spread significantly, the perceived risk of infection or significant health risk may cause guests to choose other alternatives to dining out in our restaurants which may adversely affect our business.

A failure to maintain food safety throughout the supply chain and food-borne illness concerns may have an adverse effect on our business.

Food safety is a top priority, and we dedicate substantial resources to ensuring that our guests enjoy safe, quality food products. Even with strong preventative interventions and controls, food safety issues could be caused at the source or by food suppliers or distributors and, as a result, may be out of our control and require prompt action to mitigate impact. In addition, regardless of the source or cause, any report of food-borne illnesses such as E. coli, hepatitis A, norovirus or salmonella, or other food safety issues including food tampering or contamination at one of our restaurants could adversely affect the reputation of our brands and have a negative impact on our sales. Even instances of food-borne illness, food tampering or food contamination occurring solely at restaurants of our competitors could result in negative publicity about the food service industry generally and adversely impact our sales. Social media has dramatically increased the speed with which negative publicity, including actual or perceived food safety incidents, is disseminated before there is any meaningful opportunity to investigate, respond to and address an issue. The occurrence of food-borne illnesses or food safety issues could also adversely affect the price and availability of affected ingredients, resulting in higher costs and lower margins.

Risks Relating to Information Technology and Privacy

We rely heavily on information technology in our operations, and insufficient guest or employee facing technology or a failure to maintain a continuous and secure cyber network, free from material failure, interruption or security breach, could harm our ability to effectively operate our business and/or result in the loss of respected relationships with our guests or employees.

We rely heavily on information systems across our operations, including for e-commerce, marketing programs, employee engagement, management of our supply chain, the point-of-sale processing system in our restaurants, and various other processes and transactions. Our ability to effectively manage our business and coordinate the production, distribution and sale of our products depends significantly on the reliability, security and capacity of these systems. In addition, we must effectively respond to changing guest expectations and new technological developments and if we fail to implement emerging technologies as quickly and efficiently as our competitors, we may lose guests or employees. As technology continues to play an increasing role in our guests’ experiences, disruptions, failures or other performance issues with guest facing technology systems could impair the benefits that they provide to our business and negatively affect our relationship with our guests. The failure of these systems to operate effectively, problems with transitioning to upgraded or replacement systems, or any other failure to maintain a continuous and secure cyber network could result in substantial harm or inconvenience to the Company, our team members or guests. This could include the theft of our intellectual property, trade secrets or sensitive personal or financial information. Some of these essential business processes that are dependent on technology are outsourced to third parties. While we make efforts to ensure that our providers are observing proper standards and controls, we cannot guarantee that breaches or failures caused by these outsourced providers will not occur.

From time-to-time, we and our third party service providers and suppliers experience unauthorized attempts to infiltrate and interrupt information systems. To date, interruptions of these information systems as a result of unauthorized infiltration attempts have not had a material impact on our operations. However, because technology is increasingly complex and cyber-attacks are increasingly sophisticated and more frequent, there can be no assurance that such incidents will not have a material adverse effect on us in the future. For example, the rapid evolution and increased adoption of artificial intelligence technologies may intensify our and our service providers' and key suppliers' cybersecurity risks. Unauthorized access, theft, use, destruction or other compromises are becoming increasingly sophisticated and may occur through a variety of methods, including attacks using malicious code, vulnerabilities in software, hardware or other infrastructure (including systems used by our supply chain), system misconfigurations, phishing or social engineering. Failure of our or our service providers' information systems to function as intended, or cyber-attacks or security breaches, could result in loss of revenue, assets, personal data, intellectual property, trade secrets or other sensitive and confidential data, violation of applicable privacy and data security laws, reputational harm to the companies and their brands, operational disruptions, legal challenges and significant remediation and other costs, all of which could have a material adverse effect on our business.

Any such failures or disruptions, whether caused by system failures or threat actors attempting to infiltrate our systems, may cause delays in guest service, reduce efficiency in our operations, require significant capital investments to remediate the problem, result in customer, employee or advertiser dissatisfaction or otherwise result in negative publicity that could harm our reputation. We could also be subjected to litigation, regulatory investigations or the imposition of penalties. Such security breaches also could result in a violation of applicable U.S. and international privacy, cyber and other laws or trigger data breach notification laws, including new disclosure rules promulgated by the SEC, and subject us to private third party or securities litigation and governmental investigations and proceedings, any of which could result in our exposure to material civil or criminal liability. As information security laws and regulations change and cyber risks evolve, we may be required to make significant capital investments and other expenditures to comply with new legal requirements, investigate security incidents, remedy cybersecurity issues, recuperate lost data, prevent future compromises and adapt systems and practices to react to the changing threat environment.

We may incur increased costs to comply with privacy and data protection laws and, if we fail to comply or our systems are compromised, we could be subject to government enforcement actions, private litigation and adverse publicity.

We receive and maintain certain personal, financial and other information about our customers, employees, vendors and suppliers. In addition, certain of our vendors receive and maintain certain personal, financial and other information about our employees and customers. The use and handling, including security, of this information is regulated by evolving and increasingly demanding data privacy laws and regulations in various jurisdictions, as well as by certain third-party contracts and industry standards. Complying with existing and newly developed laws and regulations, which are subject to change and uncertain interpretations and may be inconsistent from jurisdiction to jurisdiction, may lead to a decline in guest engagement or cause us to incur substantial costs or modifications to our operations or business practices to comply. The complexity of these privacy and data protection laws may result in significant costs arising from compliance and from any non-compliance, whether or not due to our negligence, and could affect our brand reputation and our results of operations. We have and expect to continue to have significant expenses arising from compliance with these regulatory regimes due to changes in the techniques and sophistication used to conduct cyber-attacks and breaches. In addition, if our security and information systems are compromised as a result of data corruption or loss, cyber-attack or a network security incident, or if our employees or vendors fail to comply with these laws and regulations or fail to meet industry standards and this information is obtained by unauthorized persons or used inappropriately, it could result in liabilities and penalties and could damage our reputation, cause interruption of normal business performance, cause us to incur substantial costs and result in a loss of customer confidence, which could adversely affect our results of operations and financial condition. Additionally, we could be subject to litigation and government enforcement actions as a result of any such failure.

Risks Relating to the Acquisition and Integration of Chuy's Holdings

The failure to complete our acquisition of Chuy's Holdings in a timely fashion, or at all, may adversely affect our business and our stock price.

Consummation of our planned acquisition of Chuy's Holdings (the "Chuy's Merger") is subject to the satisfaction or waiver of customary closing conditions, including (i) the affirmative vote of a majority of the outstanding shares of Chuy's Holdings common stock in favor of the Chuy's Merger, (ii) the absence of an order or law prohibiting the Chuy's Merger or making consummation of the Chuy's Merger illegal or otherwise prohibited, (iii) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and (iv) the absence of a material adverse effect with respect to either us or Chuy's Holdings. There can be no assurance that these or other closing conditions will be satisfied in a timely manner or at all. Any delay in completing the acquisition could cause us not to realize some or all of the anticipated benefits when expected, if at all. If the Chuy's Merger is not completed, our stock price could decline to the extent it reflects an assumption that we will complete the acquisition. Furthermore, if the Chuy's Merger is not completed, we may suffer other consequences that could

adversely affect our business, results of operations and stock price, including incurring significant acquisition costs that we would be unable to recover, negative publicity and a negative impression of us in the investment community.

The inability to successfully integrate the Chuy's operations into our business could harm our ability to achieve the sales growth, cost savings and other benefits we expect to be able to realize in the Chuy's operations.

After the completion of the Chuy's Merger, our integration of the Chuy's business into our operations will be a complex, costly and time-consuming process that may not be successful. The primary areas of focus for successfully combining the business of Chuy's with our operations may include, among others: retaining and integrating management and other key employees; integrating information, communications and other systems; and managing the growth of the combined company.

Even if we successfully integrate the business of Chuy's into our operations, there can be no assurance that we will realize the anticipated benefits. We expect that the Chuy's Merger will result in various benefits for the combined company including, among others, business and growth opportunities and significant synergies from increased efficiency in purchasing, distribution and other restaurant and corporate support. Increased competition and/or deterioration in business conditions may limit or delay our ability to expand this business. As such, we may not be able to realize the synergies, goodwill, business opportunities and growth prospects anticipated in connection with the Chuy's Merger.

Risks Related to the Restaurant Industry

We are subject to a number of risks relating to public policy changes and federal, state and local regulation of our business, including in the areas of environmental matters, minimum wage, employee benefit regulations, unionization, menu labeling, immigration requirements and taxes, and an insufficient or ineffective response to legislation or government regulation may adversely impact our cost structure, operational efficiencies and talent availability.

The restaurant industry is subject to extensive federal, state, local and international laws and regulations. The development and operation of restaurants depends to a significant extent on the selection and acquisition of suitable sites, which are subject to building, zoning, land use, environmental, traffic and other regulations and requirements. We are subject to licensing and regulation by state and local authorities relating to health, sanitation, safety and fire standards and the sale of alcoholic beverages. We are subject to laws and regulations relating to the preparation and sale of food, including regulations regarding product safety, nutritional content and menu labeling. We are subject to federal, state, and local laws governing employment practices and working conditions. These laws cover minimum wage rates, wage and hour practices, labor relations, paid and family leave, workplace safety, and immigration, among others. The myriad of laws and regulations being passed at the state and local level creates unique challenges for a multi-state employer as different standards apply to different locations, sometimes with conflicting requirements. We must continue to monitor and adapt our employment practices to comply with these various laws and regulations.

We also are subject to federal and state laws which prohibit discrimination and other laws regulating the design and operation of facilities, such as the ADA. Compliance with these laws and regulations can be costly and increase our exposure to litigation and governmental proceedings, and a failure or perceived failure to comply with these laws could result in negative publicity that could harm our reputation. New or changing laws and regulations relating to union organizing rights and activities may impact our operations at the restaurant level and increase our labor costs.

We are subject to a variety of federal, state and local laws and regulations relating to the use, storage, discharge, emission and disposal of hazardous materials. There also has been increasing focus by United States and overseas governmental authorities on other environmental matters, such as climate change, the reduction of greenhouse gases and water consumption. This increased focus may lead to new initiatives directed at regulating a yet to be specified array of environmental matters. Legislative, regulatory or other efforts to combat climate change or other environmental concerns could result in future increases in the cost of raw materials, taxes, compliance, risk management, transportation and utilities, which could decrease our operating profits and necessitate future investments in facilities and equipment.

We are subject to laws relating to information security, cashless payments and consumer credit, protection and fraud. Compliance with these laws and regulations can be costly, and any failure or perceived failure to comply with these laws or any breach of our systems could harm our reputation or lead to litigation, which could adversely affect our financial condition or results of operations.

The impact of current laws and regulations, the effect of future changes in laws or regulations that impose additional requirements and the consequences of litigation relating to current or future laws and regulations, or an insufficient or ineffective response to significant regulatory or public policy issues, could negatively impact our cost structure, operational efficiencies and talent availability, and therefore have an adverse effect on our results of operations. Failure to comply with the laws and regulatory requirements of federal, state and local authorities could result in, among other things, revocation of required licenses,

administrative enforcement actions, fines and civil and criminal liability. Compliance with these laws and regulations can be costly and can increase our exposure to litigation or governmental investigations or proceedings.

We face intense competition, and if we have an insufficient strategy or focus on competition and the consumer landscape, our business, financial condition and results of operations could be adversely affected.

The full-service dining sector of the restaurant industry is intensely competitive with respect to pricing, service, location, personnel, take-out and delivery options and type and quality of food, and there are many well-established competitors. We compete within each market with national and regional restaurant chains and locally-owned restaurants. We also face growing competition as a result of the trend toward convergence in grocery, deli and restaurant services, particularly in the supermarket industry which offers “convenient meals” in the form of improved entrées, side dishes or meal preparation kits from the deli or prepared foods sections. Furthermore, delivery aggregators and food delivery services provide consumers with convenient access to a broad range of competing restaurant chains and food retailers, particularly in urbanized areas, and may form a closer relationship with our customers and increase costs to us. We compete primarily on the quality, variety and value perception of menu items. The number and location of restaurants, type of brand, quality and efficiency of service, attractiveness of facilities and effectiveness of advertising and marketing programs are also important factors. We anticipate that intense competition will continue with respect to all of these factors. We may be unable to successfully respond to changing consumer preferences, including with respect to new technologies and alternative methods of engaging with our brands, like delivery. In addition, online platforms and aggregators may direct potential customers to other options based on paid placements, online reviews or other factors. If we are unable to continue to compete effectively, our business, financial condition and results of operations could be adversely affected.

We are subject to changes in consumer preferences that may adversely affect demand for food at our restaurants.

Consumers are continually changing health and dietary preferences. As a result, our diverse portfolio of restaurant brands are continually challenged to evolve our menu offerings to appeal to these changing customer preferences, while maintaining our brand character and retaining popular menu items. During periods of high public health risk such as during the COVID-19 pandemic, many consumers choose to order food To Go or for delivery rather than dining in at full-service restaurants. If other future public health issues cause these preferences to increase, we may need to further adapt our offerings to respond to these additional changes. New information or changes in dietary, nutritional, allergen or health guidelines or environmental or sustainability concerns, whether issued by government agencies, academic studies, advocacy organizations or similar groups, may cause some groups of consumers to select foods other than those that are offered by our restaurants. If we fail to anticipate changing trends or other consumer preferences, our business, financial condition and results of operations could be adversely affected.

Our inability or failure to recognize, respond to and effectively manage the accelerated impact of social media could have a material adverse impact on our business.

The proliferation and utilization of existing and innovative social media platforms allows individuals and businesses access to a broad audience of consumers and other interested persons. Many social media platforms immediately publish the content their subscribers and participants post, often without filters or checks on accuracy of the content posted. Information posted on such platforms at any time may be adverse to our interests or may be inaccurate, each of which may harm our performance, prospects, or business. The harm may be immediate without affording us an opportunity for redress or correction. The dissemination of information online could harm our business, prospects, financial condition, and results of operations, regardless of the information’s accuracy.

Our competitors are constantly expanding their use of social media and new social media platforms are rapidly being developed, potentially making more traditional social media platforms obsolete. As a result, we need to continuously innovate and develop our social media strategies in order to maintain broad appeal with guests and brand relevance. As part of our marketing efforts, we rely on social media platforms and search engine marketing to attract and retain guests. We also continue to invest in other digital marketing initiatives that allow us to reach our guests across multiple digital channels and build their awareness of, engagement with, and loyalty to our brands. These initiatives may not be successful, resulting in expenses incurred without the benefit of higher revenues, increased employee engagement or brand recognition. In addition, a variety of risks are associated with the use of social media, including the improper disclosure of proprietary information, negative comments about us, exposure of personally identifiable information, fraud, or out-of-date information. The inappropriate use of social media vehicles by our guests or employees could increase our costs, lead to litigation or result in negative publicity that could damage our reputation.

A failure to identify and execute innovative marketing and guest relationship tactics, ineffective or improper use of other marketing initiatives, and increased advertising and marketing costs could adversely affect our results of operations.

If our competitors increase their spending on advertising and promotions, if our advertising, media or marketing expenses increase, if our advertising and promotions become less effective than those of our competitors, or if we do not adequately leverage technology and data analytic capabilities needed to generate concise competitive insight, we could experience a material adverse effect on our results of operations. A failure to sufficiently innovate, develop guest relationship initiatives, or maintain adequate and effective advertising could inhibit our ability to maintain brand relevance and drive increased sales.

As part of our marketing efforts, we rely on social media platforms and search engine marketing to attract and retain guests. These initiatives may not be successful, and pose a variety of other risks, as discussed above under the heading: *“Our inability or failure to recognize, respond to and effectively manage the accelerated impact of social media could have a material adverse impact on our business.”*

Climate change, adverse weather conditions and natural disasters could adversely affect our restaurant sales or results of operations.

The long-term effects of climate change and global warming will result in more severe, volatile weather or extended droughts, which could increase the frequency and duration of weather impacts on our operations. Adverse weather conditions have in the past and may continue to impact guest traffic at our restaurants, cause the temporary underutilization of outdoor patio seating and, in more severe cases such as hurricanes, tornadoes, wildfires or other natural disasters, cause property damage and temporary closures, sometimes for prolonged periods, which could negatively impact our restaurant sales or costs. Climate change and government regulation relating to climate change, including regulation of greenhouse gas emissions, could result in construction delays and increased costs, interruptions to the availability or increases in the cost of utilities, and shortages or interruptions in the supply or increases to the costs of food items and other supplies.

Risks Relating to Our Business Model and Strategy

A majority of our restaurants are operated in leased properties and as a result, we are committed to long-term lease obligations that we may not be able to cancel if we want to close a restaurant location and we may be unable to renew the leases that we may want to extend at the end of their terms.

As of May 26, 2024, 1,952 of our 2,031 restaurants operating in the United States and Canada operate in leased locations and the leases are generally non-cancellable for some period of time. If we close a restaurant in a leased location, we may remain committed to perform our obligations under the applicable lease, which would include, among other things, payment of the base rent for the balance of the lease term. Additionally, the potential losses associated with our inability to cancel leases may result in our keeping open restaurant locations that are performing significantly below targeted levels. As a result, ongoing lease obligations at closed or underperforming restaurant locations could impair our results of operations. In addition, at the end of the lease term and expiration of all renewal periods, we may be unable to renew the lease without substantial additional cost, if at all. As a result, we may be required to close or relocate a restaurant, which could subject us to construction and other costs and risks that may have an adverse effect on our operating performance.

Our inability or failure to execute on a comprehensive business continuity plan following a major natural disaster such as a hurricane or manmade disaster, at our corporate facility could have a materially adverse impact on our business.

Many of our corporate systems and processes and corporate support for our restaurant operations are centralized at one Florida location. We have disaster recovery procedures and business continuity plans in place to address most events of a crisis nature, including hurricanes and other natural or manmade disasters, and back up and off-site locations for recovery of electronic and other forms of data and information. However, if we are unable to fully implement our disaster recovery plans, we may experience delays in recovery of data, inability to perform vital corporate functions, tardiness in required reporting and compliance, failures to adequately support field operations and other breakdowns in normal communication and operating procedures that could have a material adverse effect on our financial condition, results of operations and exposure to administrative and other legal claims.

We may lose sales or incur increased costs if our restaurants experience shortages, delays or interruptions in the delivery of food and other products from our third party vendors and suppliers.

We have a limited number of suppliers and distributors for certain of our products and services. Shortages, delays or interruptions in the supply of food items and other supplies to our restaurants may be caused by severe weather; natural disasters such as hurricanes, tornadoes, floods, droughts, wildfires and earthquakes; macroeconomic conditions resulting in disruptions to the shipping and transportation industries; labor issues such as increased costs or worker shortages or other operational disruptions

at our suppliers, vendors or other service providers; the inability of our vendors or service providers to manage adverse business conditions, obtain credit or remain solvent; or other conditions beyond our control. Such shortages, delays or interruptions could adversely affect the availability, quality and cost of the items we buy and the operations of our restaurants. Supply chain disruptions have increased some of our costs and limited the availability of certain products for our restaurants in the past and may continue to do so. If we increase menu prices as a result of increased food costs or remove menu items due to shortages, such responses may negatively impact our sales. If we temporarily close a restaurant or remove popular items from a restaurant's menu, that restaurant may experience a significant reduction in sales during the time affected by the shortage or thereafter as a result of our guests changing their dining habits.

Our failure to drive both short-term and long-term profitable sales growth through brand relevance, operating excellence, opening new restaurants of existing brands, and acquiring new restaurant brands could result in poor financial performance.

As part of our business strategy, we intend to drive profitable sales growth by increasing same-restaurant sales at existing restaurants, continuing to expand our current portfolio of restaurant brands, and acquiring additional brands that can be expanded profitably. This strategy involves numerous risks, and we may not be able to achieve our growth objectives.

At existing brands, we may not be able to maintain brand relevance and restaurant operating excellence to achieve sustainable same-restaurant sales growth and warrant new unit growth. Existing brand short-term sales growth could be impacted if we are unable to drive near term guest count and sales growth, and long-term sales growth could be impacted if we fail to extend our existing brands in ways that are relevant to our guests. A failure to innovate and extend our existing brands in ways that are relevant to guests and occasions in order to generate sustainable same-restaurant traffic growth and produce non-traditional sales and earnings growth opportunities, insufficient focus on our competition, or failure to adequately address declines in the casual dining industry, could have an adverse effect on our results of operations. In addition, we may not be able to support sustained new unit growth or open all of our planned new restaurants, and the new restaurants that we open may not be profitable or as profitable as our existing restaurants. New restaurants typically experience an adjustment period before sales levels and operating margins normalize, and even sales at successful newly-opened restaurants generally do not make a significant contribution to profitability in their initial months of operation. The opening of new restaurants can also have an adverse effect on guest counts and sales levels at existing restaurants.

The ability to open and profitably operate restaurants is subject to various risks, such as the identification and availability of suitable and economically viable locations, the negotiation of acceptable lease or purchase terms for new locations, the need to obtain all required governmental permits (including zoning approvals and liquor licenses) on a timely basis, the need to comply with other regulatory requirements, the availability of necessary contractors and subcontractors, the ability to meet construction schedules and budgets, the ability to manage union activities such as picketing or hand billing which could delay construction, increases in labor and building material costs, supply chain disruptions, the availability of financing at acceptable rates and terms, changes in patterns or severity of weather or other acts of God that could result in construction delays and adversely affect the results of one or more restaurants for an indeterminate amount of time, our ability to hire and train qualified management personnel and general economic and business conditions. At each potential location, we compete with other restaurants and retail businesses for desirable development sites, construction contractors, management personnel, hourly employees and other resources. If we are unable to successfully manage these risks, we could face increased costs and lower than anticipated sales and earnings in future periods.

We also may not be able to identify and successfully acquire and integrate additional brands that are as profitable as our existing restaurants or that provide potential for further growth.

A lack of availability of suitable locations for new restaurants or a decline in the quality of the locations of our current restaurants may adversely affect our sales and results of operations.

The success of our restaurants depends in large part on their locations. As demographic and economic patterns change, current locations may not continue to be attractive or profitable. Possible declines in neighborhoods where our restaurants are located or adverse economic conditions in areas surrounding those neighborhoods could result in reduced sales in those locations. In addition, desirable locations for new restaurant openings or for the relocation of existing restaurants may not be available at an acceptable cost when we identify a particular opportunity for a new restaurant or relocation. The occurrence of one or more of these events could have a significant adverse effect on our sales and results of operations.

We may experience higher-than-anticipated costs or delays associated with the opening of new restaurants or with the closing, relocating and remodeling of existing restaurants, which may adversely affect our results of operations.

Our sales and expenses can be impacted significantly by the number and timing of the opening of new restaurants and the closing, relocating and remodeling of existing restaurants. We incur substantial pre-opening expenses each time we open a new

restaurant and other expenses when we close, relocate or remodel existing restaurants and we have experienced higher than usual costs and expenses in recent years. The expenses of opening, closing, relocating or remodeling any of our restaurants may be higher than anticipated. Increases in the time to procure or shortages of construction labor and materials and capital equipment, or permitting delays, may impact the time it takes to open new restaurants. An increase in such expenses or delays in the timeline to complete construction could have an adverse effect on our results of operations.

We face a variety of risks associated with doing business with franchisees and licensees.

Certain of our domestic and all of our international locations other than in Canada are operated by franchisees or licensees. We believe that we have selected high-caliber operating partners and franchisees with significant experience in restaurant operations, and we are providing them with training and support. However, the probability of opening, ultimate success and quality of any franchise or licensed restaurant rests principally with the franchisee or licensee. If the franchisee or licensee does not successfully open and operate its restaurants in a manner consistent with our standards, or guests have negative experiences due to issues with food quality or operational execution, our brand values could suffer, which could have an adverse effect on our business.

We face a variety of risks associated with doing business with business partners and vendors in foreign markets.

We are making efforts to expand our brands overseas through licensing and franchising relationships. There is no assurance that international operations will be profitable or that international growth will continue. Our international operations are subject to all of the same risks associated with our domestic operations, as well as a number of additional risks. These include, among other things, international economic and political conditions, foreign currency fluctuations, and differing cultures and consumer preferences. In addition, expansion into international markets could create risks to our brands and reputation.

We also are subject to governmental regulations throughout the world that impact the way we do business with our international franchisees and vendors. These include antitrust and tax requirements, anti-boycott regulations, import/export/customs regulations and other international trade regulations, the USA Patriot Act, the Foreign Corrupt Practices Act, and applicable local law. Failure to comply with any such legal requirements could subject us to monetary liabilities and other sanctions, which could harm our business, results of operations and financial condition.

Volatility in the market value of derivatives we may use to hedge exposures to fluctuations in commodity and broader market prices may cause volatility in our gross margins and net earnings.

We use or may use derivatives to hedge price risk for some of our principal ingredient, labor and energy costs, including but not limited to coffee, butter, wheat, soybean oil, pork, beef, diesel fuel, gasoline and natural gas. Changes in the values of these derivatives may be recorded in earnings currently, resulting in volatility in both gross margin and net earnings. These gains and losses are reported as a component of cost of sales in our Consolidated Statements of Earnings included in our consolidated financial statements.

Volatility in the United States equity markets affects our ability to efficiently hedge exposures to our market risk related to equity-based compensation awards.

The equity markets in the United States have experienced recent periods of volatility due to the impacts of macroeconomic conditions, geopolitical concerns and the unpredictability of the impact on the United States economy as a result of these factors. Market volatility has contributed to and may continue to contribute to fluctuations in the Company's stock price. We have equity hedges in place to protect the Company from exposure to market risk related to future payout of equity-based compensation awards. However, because these hedges also net settle on a cash basis quarterly, we have been and may in the future be required to make cash payments at those quarterly settlement dates and the amounts of those payments are difficult to predict during periods of extreme volatility in the equity markets. These cash payments may ultimately be offset by payments to us from the hedge counterparties or reductions in expected payouts to employees when those equity hedges finally fully settle and the related equity awards pay out.

Failure to protect our service marks or other intellectual property could harm our business.

We regard our Olive Garden®, LongHorn Steakhouse®, Cheddar's Scratch Kitchen®, Ruth's Chris Steak House®, Yard House®, The Capital Grille®, Seasons 52®, Bahama Breeze®, Eddie V's Prime Seafood®, The Capital Burger®, Darden® and Darden Restaurants® service marks, and other service marks and trademarks related to our restaurant businesses, as having significant value and being important to our marketing efforts. We rely on a combination of protections provided by contracts, copyrights, patents, trademarks, service marks and other common law rights, such as trade secret and unfair competition laws, to protect our restaurants and services from infringement. We have registered certain trademarks and service marks in the United States and foreign jurisdictions. However, we are aware of names and marks identical or similar to our service marks being used

from time to time by other persons. Although our policy is to oppose any such infringement, further or unknown unauthorized uses or other misappropriation of our trademarks or service marks could diminish the value of our brands and adversely affect our business. In addition, effective intellectual property protection may not be available in every country in which we have or intend to open or franchise a restaurant. Although we believe we have taken appropriate measures to protect our intellectual property, there can be no assurance that these protections will be adequate, and defending or enforcing our service marks and other intellectual property could result in the expenditure of significant resources.

Environmental, Social, and Governance (ESG) matters, including those related to climate change and inclusion and diversity matters, our reporting of such matters, or sustainability ratings could negatively impact our business, results of operations and financial condition.

ESG related matters have received increased focus recently from investors, employees, ratings agencies, governmental agencies and other stakeholders. From time to time, we may publish statements relating to our commitment to responsible business, including commitments relating to greenhouse gas emissions. Such statements reflect the Company's current plans and aspirations at the time they are made, and should not be construed as guarantees or that we will be able to achieve them. Our failure to adequately update, accomplish or accurately track and report on these commitments on a timely basis, or at all, could adversely affect our reputation, financial performance and growth, and expose us to increased scrutiny from the investment community, special interest groups and enforcement authorities. In addition, as an "anti-ESG" sentiment exists among some individuals and government institutions, we may also face scrutiny, reputational risk, lawsuits or market access restrictions from these parties regarding our ESG initiatives. Additionally, we may face increased scrutiny related to any third party sustainability ratings we receive, which could adversely affect our reputation, business, and results of operations.

General Risks

Litigation, including allegations of illegal, unfair or inconsistent employment practices, may adversely affect our business, financial condition and results of operations.

Our business is subject to the risk of litigation by employees, guests, suppliers, business partners, shareholders, government agencies or others through private actions, class actions, administrative proceedings, regulatory actions or other litigation. These actions and proceedings may involve allegations of illegal, unfair or inconsistent employment practices, including wage and hour violations and employment discrimination; guest discrimination; food safety issues including poor food quality, food-borne illness, food tampering, food contamination, and adverse health effects from consumption of various food products or high-calorie foods (including obesity); other personal injury; violation of "dram shop" laws (providing an injured party with recourse against an establishment that serves alcoholic beverages to an intoxicated party who then causes injury to himself or a third party); trademark infringement; violation of federal securities laws; or other concerns. The outcome of litigation, particularly class action lawsuits and regulatory actions, is difficult to assess or quantify. Plaintiffs in these types of lawsuits may seek recovery of very large or indeterminate amounts, and the magnitude of the potential loss relating to such lawsuits may remain unknown for substantial periods of time. The cost to defend litigation may be significant. There may also be adverse publicity associated with litigation that could decrease guest acceptance of our brands, regardless of whether the allegations are valid or we ultimately are found liable. Litigation could impact our operations in other ways as well. Allegations of illegal, unfair or inconsistent employment practices, for example, could adversely affect employee acquisition and retention. As a result, litigation may adversely affect our business, financial condition and results of operations.

Unfavorable publicity, or a failure to respond effectively to adverse publicity, could harm our reputation and adversely impact our guest counts and sales.

The good reputation of our restaurant brands is a key factor in the success of our business. Actual or alleged incidents at any of our restaurants could result in negative publicity that could harm our brands. Even incidents occurring at restaurants operated by our competitors or in the supply chain generally could result in negative publicity that could harm the restaurant industry overall and, indirectly, our own brands. Negative publicity may result from allegations of illegal, unfair or inconsistent employment practices, employee dissatisfaction, guest discrimination, illness, injury, or any of the other matters discussed above that could give rise to litigation. Reputational value is also based on perceptions, and broad access to social media makes it easy for anyone to provide public feedback that can influence perceptions of us, our brands, and our properties, and it may be difficult to control or effectively manage negative publicity, regardless of whether it is accurate. While reputations may take decades to build, negative incidents can quickly erode trust and confidence, particularly if they result in adverse mainstream and social media publicity, governmental investigations, proceedings or penalties, or litigation. Regardless of whether the allegations or complaints are valid, unfavorable publicity relating to a limited number of our restaurants, or to only a single restaurant, could adversely affect public perception of the entire brand. Negative publicity also may result from health concerns including food safety and flu or virus outbreaks, publication of government or industry findings concerning food products, environmental disasters, crime

incidents, data security breaches, scandals involving our employees, or operational problems at our restaurants, all of which could make our brands and menu offerings less appealing to our guests and negatively impact our guest counts and sales. Adverse publicity and its effect on overall consumer perceptions of our brands, or our failure to respond effectively to adverse publicity, could have a material adverse effect on our business.

Disruptions in the financial and credit markets may adversely impact consumer spending patterns and affect the availability and cost of credit.

Our ability to make scheduled payments or to refinance our debt and to obtain financing for acquisitions or other general corporate and commercial purposes will depend on our operating and financial performance, which in turn is subject to prevailing economic conditions and to financial, business and other factors beyond our control. Turmoil in global credit markets could adversely impact the availability of credit already arranged, and the availability and cost of credit in the future. There can be no assurances that we will be able to arrange credit on terms we believe are acceptable or that permit us to finance our business with historical margins. A lack of credit could have an adverse impact on certain of our suppliers, landlords and other tenants in retail centers in which we are located. If these issues occur, they could negatively affect our financial results. Any new disruptions in the financial markets may also adversely affect the U.S. and world economy, which could negatively impact consumer spending patterns.

Impairment of the carrying value of our goodwill or other intangible assets could adversely affect our financial condition and results of operations.

Goodwill represents the difference between the purchase price of acquired companies and the related fair values of net assets acquired. A significant amount of judgment is involved in determining if an indication of impairment of goodwill exists. Factors may include, among others: a significant decline in our expected future cash flows; a sustained, significant decline in our stock price and market capitalization; a significant adverse change in legal factors or in the business climate; unanticipated competition; the testing for recoverability of a significant asset group within a reporting unit; and slower growth rates. Any adverse change in these factors could have a significant impact on the recoverability of these assets and negatively affect our financial condition and results of operations. We compute the amount of impairment by comparing the fair value of the reporting unit with the carrying amount of that reporting unit. We are required to record a non-cash impairment charge if the testing performed indicates that goodwill has been impaired.

We evaluate the useful lives of our other intangible assets, primarily the LongHorn Steakhouse[®], Cheddar's Scratch Kitchen[®], The Capital Grille[®], Ruth's Chris Steak House[®], Yard House[®] and Eddie V's Prime Seafood[®] trademarks, to determine if they are definite or indefinite-lived. Reaching a determination on useful life requires significant judgments and assumptions regarding the future effects of obsolescence, demand, competition, other economic factors (such as the stability of the industry, legislative action that results in an uncertain or changing regulatory environment, and expected changes in distribution channels), the level of required maintenance expenditures, and the expected lives of other related groups of assets.

As with goodwill, we test our indefinite-lived intangible assets (primarily trademarks) for impairment annually and whenever events or changes in circumstances indicate that their carrying value may not be recoverable. We cannot accurately predict the amount and timing of any impairments of these or other assets. Should the value of goodwill or other intangible assets become impaired, there could be an adverse effect on our financial condition and results of operations.

Changes in tax laws and unanticipated tax liabilities could adversely affect our financial results.

We are primarily subject to income and other taxes in the United States. Our effective income tax rate and other taxes in the future could be adversely affected by a number of factors, including changes in the valuation of deferred tax assets and liabilities, changes in tax laws or other legislative changes and the outcome of income tax or other tax audits. Although we believe our tax estimates are reasonable, the final determination of tax audits could be materially different from our historical tax accruals and income tax provisions. The results of a tax audit could have a material effect on our results of operations or cash flows in the period or periods for which that determination is made. In addition, our effective income tax rate and our results may be impacted by our ability to realize deferred tax benefits and by any increases or decreases of our valuation allowances applied to our existing deferred tax assets.

Failure of our internal controls over financial reporting and future changes in accounting standards may cause adverse unexpected operating results, affect our reported results of operations or otherwise harm our business and financial results.

Our management is responsible for establishing and maintaining effective internal control over financial reporting. Internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of financial reporting for external purposes in accordance with accounting principles generally accepted in the United States. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that we would prevent or detect a misstatement of our financial statements or fraud. Our growth and acquisition of other restaurant companies with procedures not identical to our own could place significant additional pressure on our system of internal control over financial reporting. Any failure to maintain an effective system of internal control over financial reporting could limit our ability to report our financial results accurately and timely or to detect and prevent fraud. A significant financial reporting failure or material weakness in internal control over financial reporting could cause a loss of investor confidence and decline in the market price of our common stock, increase our costs, lead to litigation or result in negative publicity that could damage our reputation.

A change in accounting standards can have a significant effect on our reported results and may affect our reporting of transactions before the change is effective. New pronouncements and varying interpretations of pronouncements have occurred and may occur in the future. Changes to existing accounting rules or the application of current accounting practices may adversely affect our reported financial results. Additionally, our assumptions, estimates and judgments related to complex accounting matters could significantly affect our financial results. Generally accepted accounting principles and related accounting pronouncements, implementation guidelines and interpretations with regard to a wide range of matters that are relevant to our business, including but not limited to, revenue recognition, fair value of investments, impairment of long-lived assets, leases and related economic transactions, derivatives, pension and post-retirement benefits, intangibles, self-insurance, income taxes, property and equipment, unclaimed property laws and litigation, and stock-based compensation are highly complex and involve many subjective assumptions, estimates and judgments by us. Changes in these rules or their interpretation or changes in underlying assumptions, estimates or judgments by us could significantly change our reported or expected financial performance.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

Item 1C. Cybersecurity

Risk Management and Strategy

We have implemented policies and procedures intended to manage and reduce cybersecurity risk that are integrated with the Enterprise Risk Management (“ERM”) framework utilized by management and the Audit Committee to oversee our various top enterprise risks. We maintain an incident response plan that is designed to protect against, identify, evaluate, respond to and recover from a cybersecurity related incident. The plan provides for the creation of an incident response team in the event of an incident and it is designed to be flexible enough to accommodate a broad array of potential scenarios. The incident response team is a cross-functional group that may be composed of both Company personnel and external service providers, and that is tailored to a particular incident so that individuals with appropriate experience and expertise are available. We conduct regular exercises to help ensure the plan’s effectiveness and our overall response preparedness.

We have also invested in various tools to protect our data and information technology. We maintain a robust system of data protection and cybersecurity resources, technology and processes, and we regularly evaluate new and emerging risks and ever-changing legal and compliance requirements. We make ongoing strategic investments to address these risks and compliance requirements and help keep Company, guest and team member data secure. We monitor risks of sensitive information compromise at our business partners, where relevant, and reevaluate these risks on a periodic basis. In addition, we have a cybersecurity training program designed to educate and train employees how to identify and report cybersecurity threats. Training programs are conducted on a periodic basis and are focused on giving employees the awareness and tools to manage the most relevant and prevalent cybersecurity risks to us. We also provide specialized training for employees in more sensitive roles. For example, we perform annual and ongoing cybersecurity awareness training for our restaurant management and restaurant support center team members. In addition, we provide annual credit card handling training following Payment Card Industry (PCI) guidelines to all team members that handle guest credit cards. We conduct regular drills, such as tabletop exercises led by third party consultants, to support our overall preparedness for a variety of scenarios.

We take measures to regularly update and improve our cybersecurity program, including conducting independent program assessments, penetration testing and scanning of our systems for vulnerabilities. We periodically engage third parties to perform cybersecurity audits to measure the maturity of our cybersecurity program against the National Institute of Standards and

Technology (NIST) Framework. We also engage third parties to conduct security reviews of our network, processes and systems on a regular basis to identify opportunities and enhancements to strengthen our policies and practices.

With respect to third-party service providers, our information security program includes conducting due diligence of relevant service providers' information security programs prior to onboarding and we continue to reassess vendors using a risk-based approach. We also contractually require third-party service providers with access to our information technology systems, sensitive business data or personal information to implement and maintain appropriate security controls and contractually restrict their ability to use our data, including personal information, for purposes other than to provide services to us, except as required by law. To oversee the risks associated with these service providers, we work with them to help ensure that their cybersecurity protocols are appropriate to the risk presented by their access to or use of our systems and/or data, including notification and coordination concerning incidents occurring on third-party systems that may affect us. Our service providers are contractually required to notify us promptly of information security incidents occurring on their systems that may affect our systems or data, including personal information.

Although we have invested in the protection of our data and information technology and monitor our systems on an ongoing basis, there can be no assurance that such efforts will prevent material compromises to our information technology systems in the future that could have a material adverse effect on our business. As of the date of this filing, we are not aware of any current cybersecurity threats or incidents that have materially affected or are reasonably likely to materially affect our business, results of operations or financial condition. For further discussion of the risks related to cybersecurity, see the risk factors discussed under "Information Technology and Cybersecurity" in our Risk Factors in Item 1A of this Form 10-K.

Governance

Our Board of Directors has ultimate risk oversight responsibility for the Company and administers this responsibility both directly and with assistance from its committees. Each of the committees periodically reports to the Board of Directors on its specific risk oversight activities. The Audit Committee, comprised solely of independent directors, oversees our overall ERM program and assists the Board of Directors in fulfilling its oversight responsibility with respect to our information security and technology risks (including cybersecurity), all of which are fully integrated into our ERM program. The Audit Committee actively reviews and discusses our information security and technology risk management programs and regularly reports out to the full Board of Directors on our relevant strengths and opportunities.

Our cybersecurity program is led by our Chief Information Officer (CIO), who is responsible for identifying, assessing and managing our collective information security and technology risks. Our current CIO has served in that role since 2016 and has more than 20 years of experience in the information security and technology fields. Our CIO holds both bachelor's and master's degrees in Electrical Engineering from the Massachusetts Institute of Technology.

The CIO meets regularly with leaders of our various information technology management teams to review and discuss our cybersecurity and other information technology risks and opportunities. Our global incident response plan sets forth a detailed security incident management and reporting protocol, with escalation timelines and responsibilities.

The Audit Committee receives periodic updates from the CIO, the director of our cybersecurity team and a senior attorney, the three most senior leaders with responsibility for oversight of our key cybersecurity program components. These updates include matters such as ongoing changes in our external and internal cybersecurity threat landscape, new technology trends and regulatory developments, evolving internal policies and practices used to manage and mitigate cybersecurity and technology-related risks, and trends in various metrics that are used to help assess our overall cybersecurity program effectiveness. Our CIO also provides updates to the full Board of Directors on such topics at least annually.

Item 2. PROPERTIES**Restaurant Properties – Continuing Operations**

As of May 26, 2024, we owned and operated 2,031 restaurants. Our company-owned restaurants are located in all 50 of the United States, Washington D.C. and Canada. Of the company-owned, 79 were located on owned sites and 1,952 were located on leased sites. The leases are classified as follows:

Land-Only Leases (we own buildings and equipment)	1,014
Ground and Building Leases	654
Space/In-Line/Other Leases	284
Total	<u>1,952</u>

We also lease our Restaurant Support Center which is located in Orlando, Florida.

Item 3. LEGAL PROCEEDINGS

See the discussion of legal proceedings contained in the third paragraph of Note 16 of the Notes to Consolidated Financial Statements (Part II, Item 8 of this report).

Item 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market and Dividend Information

The principal United States market on which our common shares are traded is the New York Stock Exchange, where our shares are traded under the symbol DRI. As of June 30, 2024, there were approximately 7,800 holders of record of our common shares. The number of registered holders does not include holders who are beneficial owners but whose shares are held in street name by brokers and other nominees.

We have not sold any equity securities during the last fiscal year that were not registered under the Securities Act of 1933, as amended.

We have a history of paying cash dividends. Any future dividend payments remain subject to the discretion of our Board of Directors.

Share Repurchases

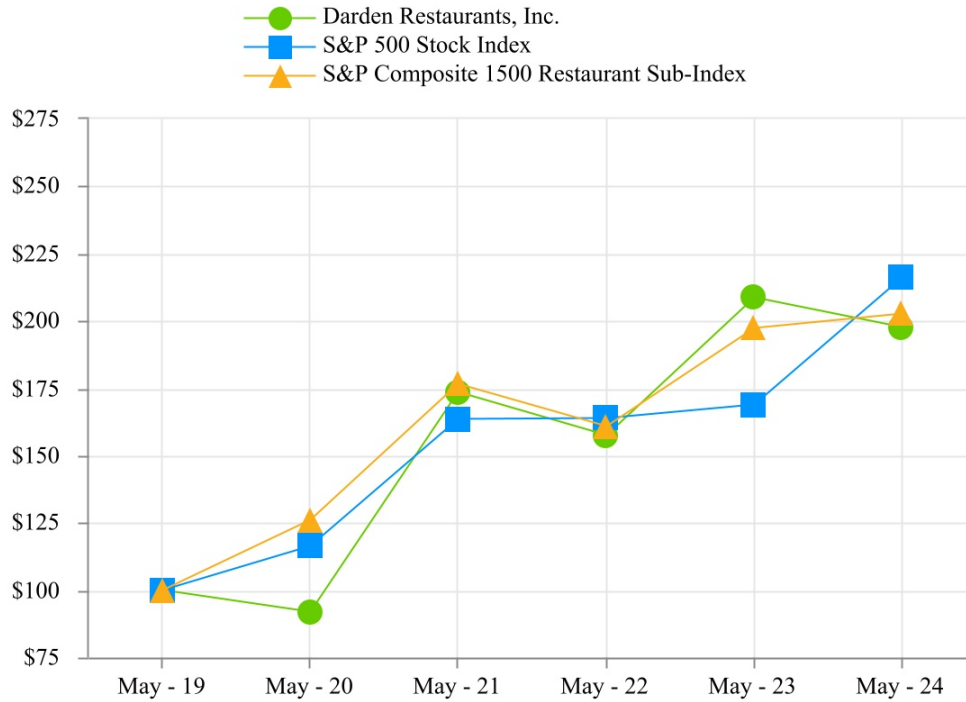
Since commencing our common share repurchase program in December 1995, we have repurchased a total of 210.7 million shares through May 26, 2024 under authorizations from our Board of Directors. The table below provides information concerning our repurchase of shares of our common stock during the quarter ended May 26, 2024:

(Dollars in millions, except per share data)	Total Number of Shares Purchased (1) (2)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (3)
February 26, 2024 through March 31, 2024	110,861	\$169.92	110,861	\$994.0
April 1, 2024 through April 28, 2024	314,262	\$156.15	314,262	\$944.9
April 29, 2024 through May 26, 2024	195,704	150.61	195,704	\$915.5
Quarter-to-Date	620,827	\$156.86	620,827	\$915.5

- (1) All of the shares purchased during the quarter ended May 26, 2024 were purchased as part of our repurchase program. On March 20, 2024, our Board of Directors authorized a new share repurchase program under which we may repurchase up to \$1 billion of our outstanding common stock. This repurchase program, which was announced publicly in a press release issued on March 21, 2024, does not have an expiration date and replaced the prior share repurchase authorization.
- (2) The number of shares purchased includes shares withheld for taxes on vesting of restricted stock, shares delivered or deemed to be delivered to us on tender of stock in payment for the exercise price of options, and shares reacquired pursuant to tax withholding on option exercises. These shares are included as part of our repurchase program and deplete the repurchase authority granted by our Board. The number of shares repurchased excludes shares we reacquired pursuant to forfeiture of restricted stock.
- (3) Repurchases are subject to prevailing market prices, may be made in open market or private transactions, and may occur or be discontinued at any time. There can be no assurance that we will repurchase any additional shares.

Comparison of Five-Year Total Return

Company/Index	Indexed Returns					
	May 2019	May 2020	May 2021	May 2022	May 2023	May 2024
Darden Restaurants, Inc.	\$ 100.00	\$ 91.92	\$ 173.35	\$ 157.33	\$ 208.64	\$ 197.51
S&P 500 Stock Index	\$ 100.00	\$ 116.47	\$ 163.42	\$ 163.95	\$ 168.68	\$ 216.03
S&P Composite 1500 Restaurant Sub-Index	\$ 100.00	\$ 126.09	\$ 176.64	\$ 160.94	\$ 197.37	\$ 202.44



The annual changes for the five-year period shown in the graph on this page are based on the assumption that \$100 had been invested in Darden Restaurants, Inc. common stock, the S&P 500 Stock Index and the S&P Composite 1500 Restaurant Sub-Index on May 26, 2019, and that all dividends were reinvested. The cumulative dollar returns shown on the graph represent the value that such investments would have had for each period indicated.

Item 6. RESERVED

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This discussion and analysis below for Darden Restaurants, Inc. (Darden, the Company, we, us or our) should be read in conjunction with our consolidated financial statements and related financial statement notes included in Part II of this report under the caption "Item 8 - Financial Statements and Supplementary Data." We operate on a 52/53-week fiscal year, which ends on the last Sunday in May. Fiscal 2024, which ended May 26, 2024, and fiscal 2023, which ended May 28, 2023, each consisted of 52 weeks.

OVERVIEW OF OPERATIONS

Our business operates in the full-service dining segment of the restaurant industry. At May 26, 2024, we owned and operated 2,031 restaurants through subsidiaries in the United States and Canada under the Olive Garden[®], LongHorn Steakhouse[®], Cheddar's Scratch Kitchen[®], Yard House[®], Ruth's Chris Steak House[®] (Ruth's Chris), The Capital Grille[®], Seasons 52[®], Bahama Breeze[®], Eddie V's Prime Seafood[®] (Eddie V's) and The Capital Burger[®] trademarks. We own and operate all of our restaurants in the United States and Canada, except for 2 joint venture restaurants managed by us, 4 restaurants managed by us under contractual agreements and 85 franchised restaurants. We also have 61 franchised restaurants in operation located in Canada, Latin America, the Caribbean, Asia and the Middle East. All intercompany balances and transactions have been eliminated in consolidation.

On June 14, 2023, we acquired 100 percent of the equity interest of Ruth's Chris for \$724.6 million in total consideration. As a result of the acquisition and related integration efforts, we incurred expenses of \$51.8 million (\$42.1 million, net of tax) during the twelve months ended May 26, 2024. As of May 26, 2024, all Ruth's Chris operations have been fully integrated into Darden's operations.

Fiscal 2024 Financial Highlights

- Total sales increased 8.6 percent to \$11.39 billion in fiscal 2024 from \$10.49 billion in fiscal 2023 driven by a blended same-restaurant sales increase of 1.6 percent and sales from the addition of 80 net company-owned Ruth's Chris restaurants and 37 other net new restaurants.
- Reported diluted net earnings per share from continuing operations increased to \$8.53 in fiscal 2024 from \$8.00 in fiscal 2023, a 6.6 percent increase.
- Net earnings from continuing operations increased to \$1.03 billion in fiscal 2024 from \$983.5 million in fiscal 2023, a 4.8 percent increase.
- Net loss from discontinued operations increased to \$2.9 million (\$0.02 per diluted share) in fiscal 2024, from \$1.6 million (\$0.01 per diluted share) in fiscal 2023. When combined with results from continuing operations, our diluted net earnings per share was \$8.51 for fiscal 2024 and \$7.99 for fiscal 2023.

Outlook

On July 17, 2024, we entered into an agreement to acquire all of the outstanding shares of Chuy's Holdings, Inc. (Chuy's Holdings), a Delaware corporation, for \$37.50 per share in an all-cash transaction with an enterprise value of approximately \$605 million. Chuy's Holdings is the owner and operator of restaurants under the Chuy's Fine Tex-Mex[®] (Chuy's) trademark. The transaction has been approved by our Board of Directors and is subject to the satisfaction of customary closing conditions, including, among others, the expiration or termination of the applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976. The acquisition is expected to be completed in the second quarter of fiscal 2025 and will be funded through one or more new debt issuances. The impacts of the planned acquisition of Chuy's have not been included in our fiscal 2025 outlook below.

We expect fiscal 2025 sales from continuing operations to increase between 3.5 percent and 4.5 percent, driven by same-restaurant sales growth⁽¹⁾ of 1.0 percent to 2.0 percent, and sales from 45 to 50 new restaurant openings. In fiscal 2025, we expect our annual effective tax rate to be 13 percent and we expect capital expenditures incurred to build new restaurants, remodel and maintain existing restaurants and technology initiatives to be between \$550 million and \$600 million.

(1) Excludes Ruth's Chris as they will not be owned and operated by Darden for a 16-month period at the beginning of fiscal 2025.

RESULTS OF OPERATIONS FOR FISCAL 2024 AND 2023

To facilitate review of our results of operations, the following table sets forth our financial results for the periods indicated. All information is derived from the consolidated statements of earnings for the fiscal years ended May 26, 2024 and May 28, 2023:

(in millions)	Fiscal Year Ended		Percent Change 2024 v. 2023
	May 26, 2024	May 28, 2023	
Sales	\$ 11,390.0	\$ 10,487.8	8.6%
Costs and expenses:			
Food and beverage	3,523.9	3,355.9	5.0%
Restaurant labor	3,619.3	3,346.3	8.2%
Restaurant expenses	1,836.6	1,702.2	7.9%
Marketing expenses	144.5	118.3	22.1%
General and administrative expenses	479.2	386.1	24.1%
Depreciation and amortization	459.9	387.8	18.6%
Impairments and disposal of assets, net	12.4	(10.6)	NM
Total operating costs and expenses	\$ 10,075.8	\$ 9,286.0	8.5%
Operating income	\$ 1,314.2	\$ 1,201.8	9.4%
Interest, net	138.7	81.3	70.6%
Earnings before income taxes	\$ 1,175.5	\$ 1,120.5	4.9%
Income tax expense (1)	145.0	137.0	5.8%
Earnings from continuing operations	\$ 1,030.5	\$ 983.5	4.8%
Losses from discontinued operations, net of tax	(2.9)	(1.6)	81.3%
Net earnings	\$ 1,027.6	\$ 981.9	4.7%
(1) Effective tax rate	12.3 %	12.2 %	

NM- Percentage change not considered meaningful.

The following table details the number of company-owned restaurants currently reported in continuing operations, compared with the number open at the end of fiscal 2023:

	May 26, 2024	May 28, 2023
Olive Garden	920	905
LongHorn Steakhouse	575	562
Cheddar's Scratch Kitchen	181	180
Yard House	88	86
Ruth's Chris	80	—
The Capital Grille	66	62
Seasons 52	44	44
Bahama Breeze	43	42
Eddie V's	30	29
The Capital Burger	4	4
Total	2,031	1,914

SALES

The following table presents our company-owned restaurant sales, U.S. same-restaurant sales (SRS) and average annual sales per restaurant by segment for the periods indicated:

(in millions)	Sales				Average Annual Sales per Restaurant (2)	
	Fiscal Year Ended		Percent Change	SRS (1)	Fiscal Year Ended	
	May 26, 2024	May 28, 2023			May 26, 2024	May 28, 2023
Olive Garden	\$ 5,067.0	\$ 4,877.8	3.9 %	1.6 %	\$ 5.6	\$ 5.5
LongHorn Steakhouse	\$ 2,806.2	\$ 2,612.3	7.4 %	4.7 %	\$ 4.9	\$ 4.7
Fine Dining	\$ 1,291.5	\$ 830.8	55.5 %	(2.4)%	\$ 7.6	\$ 9.2
Other Business	\$ 2,225.3	\$ 2,166.9	2.7 %	(0.7)%	\$ 6.0	\$ 6.0
	\$ 11,390.0	\$ 10,487.8				

- (1) Same-restaurant sales is a year-over-year comparison of each period's sales volumes for a 52-week year and is limited to restaurants that have been open, and operated by Darden, for at least 16 months.
- (2) Average annual sales are calculated as sales divided by total restaurant operating weeks multiplied by 52 weeks; excludes franchise locations.

Olive Garden's sales increase for fiscal 2024 was primarily driven by a U.S. same-restaurant sales increase combined with revenue from new restaurants. The increase in U.S. same-restaurant sales in fiscal 2024 resulted from a 3.3 percent increase in average check, partially offset by a 1.7 percent decrease in same-restaurant guest counts.

LongHorn Steakhouse's sales increase for fiscal 2024 was primarily driven by a same-restaurant sales increase combined with revenue from new restaurants. The increase in same-restaurant sales in fiscal 2024 resulted from a 5.2 percent increase in average check, partially offset by a 0.4 percent decrease in same-restaurant guest counts.

Fine Dining's sales increase for fiscal 2024 was driven by the acquisition of Ruth's Chris, offset by same-restaurant sales decreases. The decrease in same-restaurant sales in fiscal 2024 resulted from a 6.9 percent decrease in same-restaurant guest counts offset by a 4.9 percent increase in average check.

Other Business's sales increase for fiscal 2024 was driven by revenue from new restaurants offset by same-restaurant sales decreases. The decrease in same-restaurant sales in fiscal 2024 resulted from a 3.3 percent decrease in same-restaurant guest counts offset by a 2.6 percent increase in average check.

COSTS AND EXPENSES

The following table sets forth selected operating data as a percent of sales from continuing operations for the periods indicated. This information is derived from the consolidated statements of earnings for the fiscal years ended May 26, 2024 and May 28, 2023.

	Fiscal Year Ended	
	May 26, 2024	May 28, 2023
Sales	100.0 %	100.0 %
Costs and expenses:		
Food and beverage	30.9	32.0
Restaurant labor	31.8	31.9
Restaurant expenses	16.1	16.2
Marketing expenses	1.3	1.1
General and administrative expenses	4.2	3.7
Depreciation and amortization	4.0	3.7
Impairments and disposal of assets, net	0.1	(0.1)
Total operating costs and expenses	88.5 %	88.5 %
Operating income	11.5 %	11.5 %
Interest, net	1.2	0.8
Earnings before income taxes	10.3 %	10.7 %
Income tax expense	1.3	1.3
Earnings from continuing operations	9.0 %	9.4 %

Total operating costs and expenses from continuing operations were \$10.08 billion in fiscal 2024 and \$9.29 billion in fiscal 2023.

Fiscal 2024 Compared to Fiscal 2023:

- Food and beverage costs decreased as a percent of sales primarily due to a 1.3% impact from pricing leverage and a 0.2% impact from mix and other, partially offset by a 0.4% impact from inflation.
- Restaurant labor costs decreased as a percent of sales primarily due to a 1.0% impact from sales leverage, a 0.4% impact from productivity improvement and a 0.2% impact from brand mix, including Ruth's Chris, partially offset by a 1.5% impact from inflation.
- Restaurant expenses decreased as a percent of sales primarily due to a 0.4% impact from sales leverage, and a 0.3% impact from other, partially offset by a 0.4% impact from inflation and a 0.2% impact from brand mix, including Ruth's Chris.
- Marketing expenses increased as a percent of sales primarily due to increased marketing and media.
- General and administrative expenses increased as a percent of sales primarily due to a 0.4% impact from Ruth's Chris acquisition and integration costs and 0.1% impacts from inflation, partially offset by a 0.1% impact from sales leverage.
- Depreciation and amortization expenses increased as a percent of sales primarily due to the acquisition of Ruth's Chris as well as depreciation on brand assets.
- Impairments and disposal of assets, net increased as a percent of sales primarily due to restaurant closures, sale of properties and write offs of acquired Ruth's Chris assets.

INCOME TAXES

The effective income tax rates for fiscal 2024 and 2023 for continuing operations were 12.3 percent and 12.2 percent, respectively. During fiscal 2024, we had income tax expense of \$145.0 million on earnings before income tax of \$1.18 billion compared to income tax expense of \$137.0 million on earnings before income taxes of \$1.12 billion in fiscal 2023. This change was primarily driven by the impact of state tax expense.

The Inflation Reduction Act (IRA) was enacted on August 16, 2022. The IRA includes provisions imposing a 1 percent excise tax on share repurchases that occur after December 31, 2022 and introduced a 15 percent corporate alternative minimum

tax (CAMT) on adjusted financial statement income. The impact of the IRA excise tax and the CAMT are immaterial to our fiscal 2024 consolidated financial statements.

NET EARNINGS AND NET EARNINGS PER SHARE FROM CONTINUING OPERATIONS

Net earnings from continuing operations for fiscal 2024 were \$1.03 billion (\$8.53 per diluted share) compared with net earnings from continuing operations for fiscal 2023 of \$983.5 million (\$8.00 per diluted share).

Net earnings from continuing operations for fiscal 2024 increased 4.8 percent and diluted net earnings per share from continuing operations increased 6.6 percent compared with fiscal 2023.

LOSS FROM DISCONTINUED OPERATIONS

On an after-tax basis, results from discontinued operations for fiscal 2024 were a net loss of \$2.9 million (\$0.02 per diluted share) compared with a net loss for fiscal 2023 of \$1.6 million (\$0.01 per diluted share).

SEGMENT RESULTS

We manage our restaurant brands, Olive Garden, LongHorn Steakhouse, Cheddar’s Scratch Kitchen, Yard House, Ruth’s Chris, The Capital Grille, Seasons 52, Bahama Breeze, Eddie V’s and The Capital Burger in the U.S. and Canada as operating segments. We aggregate our operating segments into reportable segments based on a combination of the size, economic characteristics and sub-segment of full-service dining within which each brand operates. Our four reportable segments are: (1) Olive Garden, (2) LongHorn Steakhouse, (3) Fine Dining and (4) Other Business. See Note 6 of the Notes to Consolidated Financial Statements (Part II, Item 8 of this report) for further details.

Our management uses segment profit as the measure for assessing performance of our segments. The following table presents segment profit margin for the periods indicated:

Segment	Fiscal Year Ended		Change 2024 vs 2023
	May 26, 2024	May 28, 2023	
Olive Garden	21.9%	21.0%	90 BP
LongHorn Steakhouse	18.2%	16.5%	170 BP
Fine Dining	18.7%	19.1%	(40) BP
Other Business	15.1%	13.9%	120 BP

The increase in the Olive Garden segment profit margin for fiscal 2024 was driven primarily by positive same-restaurant sales and lower food and beverage costs and restaurant expenses, partially offset by higher marketing costs. The increase in the LongHorn Steakhouse segment profit margin for fiscal 2024 was driven primarily by positive same-restaurant sales, as well as lower food and beverage costs, restaurant labor and restaurant expenses. The decrease in the Fine Dining segment profit margin for fiscal 2024 was driven primarily by negative same-restaurant sales and higher restaurant labor, restaurant expenses and marketing costs, partially offset by lower food and beverage costs. The increase in the Other Business segment profit margin for fiscal 2024 was driven primarily by increased franchise revenue with the addition of Ruth’s Chris and lower food and beverage costs, partially offset by negative same-restaurant sales and increased restaurant labor costs and marketing costs.

RESULTS OF OPERATIONS FOR FISCAL 2023 COMPARED TO FISCAL 2022

For a comparison of our results of operations for the fiscal years ended May 28, 2023 and May 29, 2022, see “Part II, Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our annual report on Form 10-K for the fiscal year ended May 28, 2023, filed with the SEC on July 21, 2023.

SEASONALITY

Our sales volumes have historically fluctuated seasonally. Typically, our average sales per restaurant are highest in the winter and spring, followed by the summer, and lowest in the fall. Holidays, changes in the economy, severe weather and similar conditions may impact sales volumes seasonally in some operating regions. Because of the historical seasonality of our business and these other factors, results for any fiscal quarter are not necessarily indicative of the results that may be achieved for the full fiscal year.

IMPACT OF INFLATION

We attempt to minimize the annual effects of inflation through appropriate planning, operating practices and menu price increases. We are currently operating in a period of higher than usual inflation, led by food and beverage cost and labor inflation. Food and beverage inflation is principally due to increased costs incurred by our vendors related to higher labor, transportation, packaging, and raw materials costs. Some of the impacts of the inflation have been offset by menu price increases and other adjustments made during the year. Whether we are able and/or choose to continue to offset the effects of inflation will determine to what extent, if any, inflation affects our restaurant profitability in future periods.

CRITICAL ACCOUNTING ESTIMATES

We prepare our consolidated financial statements in conformity with U.S. generally accepted accounting principles. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of sales and expenses during the reporting period. Actual results could differ from those estimates.

Our significant accounting policies are more fully described in Note 1 of the Notes to Consolidated Financial Statements (Part II, Item 8 of this report). Judgments and uncertainties affecting the application of those policies may result in materially different amounts being reported under different conditions or using different assumptions. We consider the following estimates to be most critical in understanding the judgments that are involved in preparing our consolidated financial statements.

Leases

We evaluate our leases at their inception to estimate their expected term, which commences on the date when we have the right to control the use of the leased property and includes the non-cancelable base term plus all option periods we are reasonably certain to exercise. Our judgment in determining the appropriate expected term and discount rate for each lease affects our evaluation of:

- The classification and accounting for leases as operating versus finance;
- The rent holidays and escalation in payments that are included in the calculation of the lease liability and related right-of-use asset; and
- The term over which leasehold improvements for each restaurant facility are amortized.

These judgments may produce materially different amounts of lease liabilities and right-of-use assets recognized on our consolidated balance sheets, as well as depreciation, amortization, interest and rent expense recognized in our consolidated statements of earnings if different discount rates and expected lease terms were used.

Valuation of Long-Lived Assets

Land, buildings and equipment, operating lease right-of-use assets and certain other assets, including definite-lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. A significant amount of judgment is involved in determining if an indicator of impairment has occurred. Such indicators may include, among others: a significant decline in our expected future cash flows; changes in expected useful life; unanticipated competition; slower growth rates, ongoing maintenance and improvements of the assets, or changes in the usage or operating performance. Any adverse change in these factors could have a significant impact on the recoverability of these assets and could have a material impact on our consolidated financial statements. Based on a review of operating results for each of our restaurants, given the current operating environment, the amount of net book value associated with lower performing restaurants that would be deemed at risk for impairment is not material to our consolidated financial statements.

Valuation and Recoverability of Goodwill and Trademarks

We have ten reporting units, seven of which have goodwill and eight of which have trademarks. Goodwill and trademarks are not subject to amortization and have been assigned to reporting units for purposes of impairment testing. The reporting units are our restaurant brands. A significant amount of judgment is involved in determining if an indicator of impairment has occurred. Such indicators may include, among others: a significant decline in our expected future cash flows; a sustained, significant decline in our stock price and market capitalization; a significant adverse change in legal factors or in the business climate; unanticipated competition; the testing for recoverability of a significant asset group within a reporting unit; and slower growth rates. Any adverse change in these factors could have a significant impact on the recoverability of these assets and could have a material impact on our consolidated financial statements. We review our goodwill and trademarks for impairment annually, as of the first day of our fourth fiscal quarter, or more frequently if indicators of impairment exist.

During fiscal 2024, we elected to perform a qualitative assessment for our annual review of goodwill and trademarks to determine whether or not indicators of impairment exist. In considering the qualitative approach related to goodwill, we evaluated

factors including, but not limited to, macro-economic conditions, market and industry conditions, commodity cost fluctuations, competitive environment, share price performance, results of prior impairment tests, operational stability, the overall financial performance of the reporting units and the impacts of discount rates. As it relates to trademarks, we evaluate similar factors from the goodwill assessment, in addition to impacts of royalty rates. As a result of the qualitative assessment, no indicators of impairment were identified, and no additional indicators of impairment were identified through the end of our fourth fiscal quarter that would require us to test further for impairment.

We evaluate the useful lives of our other intangible assets to determine if they are definite or indefinite-lived. A determination on useful life requires significant judgments and assumptions regarding the future effects of obsolescence, demand, competition, other economic factors (such as the stability of the industry, legislative action that results in an uncertain or changing regulatory environment and expected changes in distribution channels), the level of required maintenance expenditures and the expected lives of other related groups of assets.

If our assessment resulted in an impairment of our assets, including goodwill or trademarks, our financial position and results of operations would be adversely affected and our leverage ratio for purposes of our revolving credit agreement (Revolving Credit Agreement) would increase. A leverage ratio exceeding the maximum permitted under our Revolving Credit Agreement would be a default under our Revolving Credit Agreement. At May 26, 2024, additional write-downs of goodwill, other indefinite-lived intangible assets, or any other assets in excess of approximately \$781.4 million would have been required to cause our leverage ratio to exceed the permitted maximum. As our leverage ratio is determined on a quarterly basis, and due to the seasonal nature of our business, a lesser amount of impairment in future quarters could cause our leverage ratio to exceed the permitted maximum.

Unearned Revenues

Unearned revenues primarily represent our liability for gift cards that have been sold but not yet redeemed. The estimated value of gift cards expected to remain unused is recognized over the expected period of redemption as the remaining gift card values are redeemed, generally over a period of 12 years. Utilizing this method, we estimate both the amount of breakage and the time period of redemption. If actual redemption patterns vary from our estimates, actual gift card breakage income may differ from the amounts recorded. We update our estimates of our redemption period and our breakage rate periodically and apply that rate to gift card redemptions on a prospective basis. Changing our breakage-rate estimates by 50 basis points would have resulted in an adjustment in our breakage income of approximately \$3.6 million for fiscal 2024.

Income Taxes

We estimate certain components of our provision for income taxes. These estimates include, among other items, depreciation and amortization expense allowable for tax purposes, allowable tax credits for items such as taxes paid on reported employee tip income, effective rates for state and local income taxes and the tax deductibility of certain other items. We adjust our annual effective income tax rate as additional information on outcomes or events becomes available.

Assessment of uncertain tax positions requires judgments relating to the amounts, timing and likelihood of resolution. As described in Note 13 of the Notes to Consolidated Financial Statements (Part II, Item 8 of this report), the \$22.7 million balance of unrecognized tax benefits at May 26, 2024, includes \$6.1 million related to tax positions for which it is reasonably possible that the total amounts could change during the next 12 months based on the outcome of examinations. Of the \$6.1 million, \$3.9 million relates to items that would impact our effective income tax rate.

LIQUIDITY AND CAPITAL RESOURCES

Typically, cash flows generated from operating activities are our principal source of liquidity, which we use to finance capital expenditures for new restaurants and to remodel and maintain existing restaurants, to pay dividends to our shareholders and to repurchase shares of our common stock. Since substantially all of our sales are for cash and cash equivalents, and accounts payable are generally paid in 5 to 90 days, we are typically able to carry current liabilities in excess of current assets.

We currently manage our business and financial ratios to target an investment-grade bond rating, which has historically allowed flexible access to financing at reasonable costs. Our publicly issued long-term debt currently carries the following ratings:

- Moody's Investors Service "Baa2";
- Standard & Poor's "BBB"; and
- Fitch "BBB".

Our commercial paper has ratings of:

- Moody's Investors Service "P-2";
- Standard & Poor's "A-2"; and
- Fitch "F-2".

These ratings are as of the date of the filing of this report and have been obtained with the understanding that Moody's Investors Service, Standard & Poor's and Fitch will continue to monitor our credit and make future adjustments to these ratings to the extent warranted. The ratings are not a recommendation to buy, sell or hold our securities, may be changed, superseded or withdrawn at any time and should be evaluated independently of any other rating.

On October 23, 2023, we entered into a \$1.25 billion Revolving Credit Agreement (Revolving Credit Agreement) with Bank of America, N.A. (BOA), as administrative agent, and the lenders and other agents party thereto. The Revolving Credit Agreement replaced our prior \$1.0 billion Revolving Credit Agreement (Prior Revolving Credit Agreement), dated as of September 10, 2021, and the Prior Revolving Credit Agreement was terminated concurrently with our entry into the Revolving Credit Agreement. The Revolving Credit Agreement is a senior unsecured credit commitment to the Company and contains customary representations and affirmative and negative covenants (including limitations on liens and subsidiary debt and a maximum consolidated lease adjusted total debt to total capitalization ratio of 0.75 to 1.00) and events of default usual for credit facilities of this type, and consistent with our Prior Revolving Credit Agreement. As of May 26, 2024, we had no outstanding balances and were in compliance with all covenants under the Revolving Credit Agreement. As of May 26, 2024, \$86.8 million of commercial paper was outstanding in addition to \$0.6 million of letters of credit outstanding, which were both backed by this facility. After consideration of commercial paper and letters of credit backed by the Revolving Credit Agreement, as of May 26, 2024, we had \$1.16 billion of credit available under the Revolving Credit Agreement.

Loans under the Revolving Credit Agreement bear interest at a rate of (a) Term SOFR (which is defined, for the applicable interest period, as the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such interest period with a term equivalent to such interest period) plus a Term SOFR adjustment of 0.10 percent plus the relevant margin determined by reference to a ratings-based pricing grid (Applicable Margin), or (b) the base rate (which is defined as the highest of the BOA prime rate, the Federal Funds rate plus 0.500 percent, and the Term SOFR plus 1.00 percent) plus the relevant Applicable Margin. Assuming a "BBB" equivalent credit rating level, the Applicable Margin under the Revolving Credit Agreement is 1.000 percent for Term SOFR loans and 0.000 percent for base rate loans.

The Revolving Credit Agreement matures on October 23, 2028, and the proceeds may be used for working capital and capital expenditures, the refinancing of certain indebtedness, certain acquisitions and general corporate purposes.

On May 31, 2023, the Company also entered into a senior unsecured \$600 million 3-year Term Loan Credit Agreement (Term Loan) with Bank of America, N.A., as administrative agent, the lenders and other agents party thereto, the material terms of which are consistent with the Revolving Credit Agreement, as amended. We borrowed \$600 million under the Term Loan to fund a portion of the consideration paid in connection with the acquisition of Ruth's Chris. The \$600 million outstanding under the Term Loan was subsequently paid in full on October 10, 2023 with the \$500 million proceeds from our 2033 Notes (as defined and discussed below) along with \$100 million from cash on hand. The Term Loan was terminated on October 10, 2023 in connection with its payment in full and no amounts remain outstanding.

On October 10, 2023, the Company issued \$500 million aggregate principal amount of our 6.300 percent Senior Notes due 2033 (the 2033 Notes) pursuant to the provisions of the Underwriting Agreement, dated October 4, 2023 (Underwriting Agreement), among the Company and BofA Securities, Inc., Truist Securities, Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein. The 2033 Notes were issued under the Company's Indenture, dated as of January 1, 1996 (Base Indenture), between the Company and Computershare Trust Company, National Association (as successor to Wells Fargo Bank, National Association, successor to Wells Fargo Bank Minnesota, National Association, formerly known as Norwest Bank Minnesota, National Association), as trustee (Base Trustee), as amended and supplemented by the Second Supplemental Indenture, dated as of October 4, 2023 (Second Supplemental Indenture), among the Company, the Base Trustee and U.S. Bank Trust Company, National Association, as successor trustee with respect to the 2033 Notes. The 2033 Notes will mature on October 10, 2033. Interest on the 2033 Notes will be paid semiannually in arrears on April 10 and October 10 of each year, commencing on April 10, 2024, to holders of record on the preceding March 26 or September 25, as the case may be.

As of May 26, 2024, our outstanding long-term debt consisted principally of:

- \$500.0 million of unsecured 3.850 percent senior notes due in May 2027;
- \$500.0 million of unsecured 6.300 percent senior notes due October 2033;
- \$96.3 million of unsecured 6.000 percent senior notes due in August 2035;
- \$42.8 million of unsecured 6.800 percent senior notes due in October 2037; and
- \$300.0 million of unsecured 4.550 percent senior notes due in February 2048.

The interest rate on our \$42.8 million 6.800 percent senior notes due October 2037 is subject to adjustment from time to time if the debt rating assigned to such series of notes is downgraded below a certain rating level (or subsequently upgraded). The maximum adjustment is 2.000 percent above the initial interest rate and the interest rate cannot be reduced below the initial interest rate. As of May 26, 2024, no such adjustments are made to this rate.

Through our shelf registration statement on file with the SEC, depending on conditions prevailing in the public capital markets, we may from time to time issue equity securities or unsecured debt securities in one or more series, which may consist of notes, debentures or other evidences of indebtedness in one or more offerings.

From time to time, we or our affiliates, may repurchase our outstanding debt in privately negotiated transactions, open-market transactions or otherwise. Such repurchases, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

From time to time, we enter into interest rate derivative instruments to manage interest rate risk inherent in our operations. See Note 8 of the Notes to Consolidated Financial Statements (Part II, Item 8 of this report).

A summary of our contractual obligations and commercial commitments at May 26, 2024, is as follows:

(in millions)	Payments Due by Period				
Contractual Obligations	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
Long-term debt (1)	\$ 2,229.4	\$ 73.1	\$ 646.2	\$ 107.7	\$ 1,402.4
Leases (2)	3,029.7	484.4	917.6	723.2	904.5
Purchase obligations (3)	577.6	552.7	24.9	—	—
Benefit obligations (4)	400.8	35.5	70.6	74.6	220.1
Unrecognized income tax benefits (5)	25.9	7.9	3.5	14.5	—
Total contractual obligations	\$ 6,263.4	\$ 1,153.6	\$ 1,662.8	\$ 920.0	\$ 2,527.0

(in millions)	Amount of Commitment Expiration per Period				
Other Commercial Commitments	Total Amounts Committed	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
Standby letters of credit (6)	\$ 96.3	\$ 96.3	\$ —	\$ —	\$ —
Guarantees (7)	71.0	23.7	30.3	12.6	4.4
Total commercial commitments	\$ 167.3	\$ 120.0	\$ 30.3	\$ 12.6	\$ 4.4

- (1) Includes interest payments associated with existing long-term debt. Excludes discount and issuance costs of \$16.9 million.
- (2) Includes non-cancelable future operating lease and finance lease commitments.
- (3) Includes commitments for food and beverage items and supplies, capital projects, information technology and other miscellaneous items.
- (4) Includes expected contributions associated with our supplemental defined benefit pension plan and payments associated with our postretirement benefit plan and our non-qualified deferred compensation plan through fiscal 2034.
- (5) Includes interest on unrecognized income tax benefits of \$3.2 million, \$1.8 million of which relates to contingencies expected to be resolved within one year.
- (6) Includes letters of credit for \$79.5 million of workers' compensation and general liabilities accrued in our consolidated financial statements and letters of credit for \$16.8 million of surety bonds related to other payments.
- (7) Consists solely of guarantees associated with leased properties that have been assigned to third parties and are primarily related to the disposition of Red Lobster in fiscal 2015.

Our adjusted debt to adjusted total capital ratio was 66 percent and 62 percent as of May 26, 2024 and May 28, 2023, respectively. Based on these ratios, we believe our financial condition is strong. We include the lease-debt equivalent and contractual lease guarantees in our adjusted debt to adjusted total capital ratio reported to shareholders, as we believe its inclusion better represents the optimal capital structure that we target from period to period and because it is consistent with the calculation of the covenant under our Revolving Credit Agreement. For fiscal 2024 and fiscal 2023, the lease-debt equivalent includes 6.00 times the total annual minimum rent for consolidated lease obligations of \$464.4 million and \$424.3 million, respectively. The composition of our capital structure is shown in the following table:

(in millions, except ratios)	May 26, 2024	May 28, 2023
CAPITAL STRUCTURE		
Short-term debt	\$ 86.8	\$ —
Long-term debt, excluding unamortized discount and issuance costs and fair value hedge	1,439.1	939.1
Total debt	\$ 1,525.9	\$ 939.1
Stockholders' equity	2,242.5	2,201.5
Total capital	\$ 3,768.4	\$ 3,140.6
CALCULATION OF ADJUSTED CAPITAL		
Total debt	\$ 1,525.9	\$ 939.1
Lease-debt equivalent	2,786.4	2,545.8
Guarantees	71.0	82.0
Adjusted debt	\$ 4,383.3	\$ 3,566.9
Stockholders' equity	2,242.5	2,201.5
Adjusted total capital	\$ 6,625.8	\$ 5,768.4
CAPITAL STRUCTURE RATIOS		
Debt to total capital ratio	40 %	30 %
Adjusted debt to adjusted total capital ratio	66 %	62 %

Net cash flows provided by operating activities from continuing operations were \$1.62 billion and \$1.55 billion in fiscal 2024 and 2023, respectively. Net cash flows provided by operating activities include net earnings from continuing operations of \$1.03 billion in fiscal 2024 and \$983.5 million in fiscal 2023. Net cash flows provided by operating activities from continuing operations increased in fiscal 2024 primarily due to higher net earnings from continuing operations.

Net cash flows used in investing activities from continuing operations were \$1.3 billion and \$568.4 million in fiscal 2024 and 2023, respectively. Capital expenditures incurred principally for building new restaurants, remodeling existing restaurants, replacing equipment, and technology initiatives were \$601.2 million in fiscal 2024, compared to \$564.9 million in fiscal 2023. Net cash used in the acquisition of Ruth's Chris was \$701.1 million during fiscal 2024.

Net cash flows used in financing activities from continuing operations were \$483.4 million and \$1.03 billion in fiscal 2024 and 2023, respectively. Net cash flows used in financing activities in fiscal 2024 included dividend payments of \$628.4 million and share repurchases of \$453.9 million, partially offset by net proceeds from issuance of short term debt of \$86.8 million, net proceeds from the 2033 Notes of \$500.0 million and proceeds from the exercise of employee stock options. Net cash flows used in financing activities in fiscal 2023 included dividend payments of \$589.8 million and share repurchases of \$458.7 million, partially offset by proceeds from the exercise of employee stock options. Dividends declared by our Board of Directors totaled \$5.24 and \$4.84 per share for fiscal 2024 and 2023, respectively.

Our defined benefit and other postretirement benefit costs and liabilities are determined using various actuarial assumptions and methodologies prescribed under Financial Accounting Standards Board Accounting Standards Codification Topic 715, Compensation - Retirement Benefits and Topic 712, Compensation - Nonretirement Postemployment Benefits. We expect to contribute approximately \$0.4 million to our supplemental defined benefit pension plan and approximately \$1.3 million to our postretirement benefit plan during fiscal 2025.

Other than the planned acquisition of Chuy's, which we intend to fund through one or more new debt issuances, we are not aware of any trends or events that would materially affect our capital requirements or liquidity. We believe that our internal cash-generating capabilities, the potential issuance of equity or unsecured debt securities under our shelf registration statement and

short-term commercial paper or drawings under our Revolving Credit Agreement should be sufficient to finance our capital expenditures, debt maturities and other operating activities through fiscal 2025.

OFF-BALANCE SHEET ARRANGEMENTS

We are not a party to any off-balance sheet arrangements that have, or are reasonably likely to have, a current or future material effect on our financial condition, changes in financial condition, sales or expenses, results of operations, liquidity, capital expenditures or capital resources.

FINANCIAL CONDITION

Our total current assets were \$822.8 million at May 26, 2024, compared with \$997.7 million at May 28, 2023. The decrease was primarily due to a decrease in cash and cash equivalents due to the use of cash to acquire Ruth's Chris.

Our total current liabilities were \$2.19 billion at May 26, 2024 and \$1.94 billion at May 28, 2023. The increase was primarily due to increases in short-term debt as well as an increase in other current liabilities and unearned revenues associated with the acquisition of Ruth's Chris.

APPLICATION OF NEW ACCOUNTING STANDARDS

See Note 1 of the Notes to Consolidated Financial Statements (Part II, Item 8 of this report) for a discussion of recently issued accounting standards.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to a variety of market risks, including fluctuations in interest rates, foreign currency exchange rates, compensation and commodity prices. To manage this exposure, we periodically enter into interest rate, foreign currency exchange instruments, equity forward and commodity derivative instruments for other than trading purposes. See Notes 1 and 8 of the Notes to Consolidated Financial Statements (Part II, Item 8 of this report).

We use the variance/covariance method to measure value at risk, over time horizons ranging from one week to one year, at the 95 percent confidence level. At May 26, 2024, our potential losses in future net earnings resulting from changes in equity forwards, commodity instruments and floating rate and fixed rate debt interest rate exposures were approximately \$60.3 million over a period of one year. The value at risk from an increase in the fair value of all of our long-term fixed-rate debt, over a period of one year, was approximately \$105.5 million. The fair value of our long-term fixed-rate debt outstanding as of May 26, 2024, averaged \$1.37 billion, with a high of \$1.47 billion and a low of \$858.8 million during fiscal 2024. Our interest rate risk management objective is to limit the impact of interest rate changes on earnings and cash flows by targeting an appropriate mix of variable and fixed-rate debt.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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REPORT OF MANAGEMENT'S RESPONSIBILITIES

The management of Darden Restaurants, Inc. is responsible for the fairness and accuracy of the consolidated financial statements. The consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles, using management's best estimates and judgments where appropriate. The financial information throughout this report is consistent with our consolidated financial statements.

Management has established a system of internal controls over financial reporting that provides reasonable assurance that assets are adequately safeguarded and transactions are recorded accurately, in all material respects, in accordance with management's authorization. Our internal controls provide for appropriate segregation of duties and responsibilities and there are documented policies regarding utilization of our assets and proper financial reporting. These formally stated and regularly communicated policies set high standards of ethical conduct for all employees. We also maintain a strong audit program that independently evaluates the adequacy of the design and operating effectiveness of these internal controls.

The Audit Committee of the Board of Directors meets at least quarterly to determine that management, internal auditors and the independent registered public accounting firm are properly discharging their duties regarding internal control and financial reporting. Management, internal auditors and the independent registered public accounting firm have full and free access to the Audit Committee at any time.

KPMG LLP, an independent registered public accounting firm, is retained to audit our consolidated financial statements and the effectiveness of our internal control over financial reporting. Their reports follow.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended). The Company's internal control over financial reporting is designed to provide reasonable assurance to the Company's management and Board of Directors regarding the preparation and fair presentation of published financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of May 26, 2024. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control - Integrated Framework (2013)*. Management has concluded that, as of May 26, 2024, the Company's internal control over financial reporting was effective based on these criteria.

The Company's independent registered public accounting firm KPMG LLP, has issued an audit report on the effectiveness of our internal control over financial reporting, which follows.

/s/ Ricardo Cardenas
Ricardo Cardenas
President and Chief Executive Officer

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Darden Restaurants, Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited Darden Restaurants, Inc. and subsidiaries' (the Company) internal control over financial reporting as of May 26, 2024, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of May 26, 2024, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of May 26, 2024 and May 28, 2023, the related consolidated statements of earnings, comprehensive income, changes in stockholders' equity, and cash flows for each of the years in the three-year period ended May 26, 2024, and the related notes (collectively, the consolidated financial statements), and our report dated July 19, 2024 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Orlando, Florida
July 19, 2024

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Darden Restaurants, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Darden Restaurants, Inc. and subsidiaries (the Company) as of May 26, 2024 and May 28, 2023, the related consolidated statements of earnings, comprehensive income, changes in stockholders' equity, and cash flows for each of the years in the three-year period ended May 26, 2024, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of May 26, 2024 and May 28, 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended May 26, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of May 26, 2024, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated July 19, 2024 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of long-lived assets for impairment

As discussed in Notes 1, 5, and 11 to the consolidated financial statements, land, buildings and equipment, net and operating lease right-of-use assets were \$7.6 billion as of May 26, 2024. The Company tests for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. Such indicators may include, among others: a significant decline in expected future cash flows and changes in the expected useful life which relates to the Company's intent and ability to hold its asset groups for a period that recovers their carrying value.

We identified the evaluation of indicators of potential long-lived assets impairment as a critical audit matter. Subjective auditor judgment was required to evaluate certain assumptions in the Company's analysis, including expected future cash flows and the expected useful life. Adverse changes in these assumptions could have a significant impact on whether an indicator has been identified and could have a material impact on the Company's consolidated financial statements.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's long-lived asset impairment process, including controls over the identification of indicators of impairment and the assumptions listed above. For certain asset groups, we compared the expected future cash flows used by the Company in its evaluation of indicators of potential long-lived asset impairment to historical results. We evaluated the expected useful life for certain asset groups by inspecting underlying documents, such as real estate meeting minutes and other documents to assess the Company's plans to dispose or close asset groups. We corroborated the Company's plans with others in the organization who are responsible for, and have authority over, disposition and closure activities.

/s/ KPMG LLP

We have served as the Company's auditor since 1996.

Orlando, Florida
July 19, 2024

DARDEN RESTAURANTS, INC.
CONSOLIDATED STATEMENTS OF EARNINGS
(In millions, except per share data)

	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Sales	\$ 11,390.0	\$ 10,487.8	\$ 9,630.0
Costs and expenses:			
Food and beverage	3,523.9	3,355.9	2,943.6
Restaurant labor	3,619.3	3,346.3	3,108.8
Restaurant expenses	1,836.6	1,702.2	1,582.6
Marketing expenses	144.5	118.3	93.2
General and administrative expenses	479.2	386.1	373.2
Depreciation and amortization	459.9	387.8	368.4
Impairments and disposal of assets, net	12.4	(10.6)	(2.0)
Total operating costs and expenses	\$ 10,075.8	\$ 9,286.0	\$ 8,467.8
Operating income	\$ 1,314.2	\$ 1,201.8	\$ 1,162.2
Interest, net	138.7	81.3	68.7
Earnings before income taxes	\$ 1,175.5	\$ 1,120.5	\$ 1,093.5
Income tax expense	145.0	137.0	138.8
Earnings from continuing operations	\$ 1,030.5	\$ 983.5	\$ 954.7
Losses from discontinued operations, net of tax benefit of \$1.7, \$0.8 and \$0.2, respectively	(2.9)	(1.6)	(1.9)
Net earnings	\$ 1,027.6	\$ 981.9	\$ 952.8
Basic net earnings per share:			
Earnings from continuing operations	\$ 8.59	\$ 8.07	\$ 7.47
Losses from discontinued operations	(0.02)	(0.01)	(0.01)
Net earnings	\$ 8.57	\$ 8.06	\$ 7.46
Diluted net earnings per share:			
Earnings from continuing operations	\$ 8.53	\$ 8.00	\$ 7.40
Losses from discontinued operations	(0.02)	(0.01)	(0.01)
Net earnings	\$ 8.51	\$ 7.99	\$ 7.39
Average number of common shares outstanding:			
Basic	119.9	121.9	127.8
Diluted	120.8	122.9	129.0

See accompanying notes to consolidated financial statements.

DARDEN RESTAURANTS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)

	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Net earnings	\$ 1,027.6	\$ 981.9	\$ 952.8
Foreign currency adjustment	0.1	(0.3)	(0.4)
Change in fair value of derivatives and amortization of unrecognized gains and losses on derivatives, net of taxes of \$9.4, \$(1.5) and \$0.2, respectively	20.6	4.3	(8.3)
Net unamortized gain (loss) arising during period, including amortization of unrecognized net actuarial loss, net of taxes of \$0.6, \$0.4 and \$0.9, respectively	1.7	1.1	2.6
Other comprehensive income (loss)	\$ 22.4	\$ 5.1	\$ (6.1)
Total comprehensive income	\$ 1,050.0	\$ 987.0	\$ 946.7

See accompanying notes to consolidated financial statements.

DARDEN RESTAURANTS, INC.
CONSOLIDATED BALANCE SHEETS
(In millions)

	May 26, 2024	May 28, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 194.8	\$ 367.8
Receivables, net	79.1	80.2
Inventories	290.5	287.9
Prepaid income taxes	121.7	107.3
Prepaid expenses and other current assets	136.7	154.5
Total current assets	\$ 822.8	\$ 997.7
Land, buildings and equipment, net	4,184.3	3,725.1
Operating lease right-of-use assets	3,429.3	3,373.9
Goodwill	1,391.0	1,037.4
Trademarks	1,148.0	806.3
Other assets	347.6	301.1
Total assets	\$ 11,323.0	\$ 10,241.5
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 399.5	\$ 426.2
Short-term debt	86.8	—
Accrued payroll	190.1	173.0
Accrued income taxes	6.1	7.8
Other accrued taxes	71.0	65.9
Unearned revenues	591.8	512.0
Other current liabilities	847.2	752.5
Total current liabilities	\$ 2,192.5	\$ 1,937.4
Long-term debt	1,370.4	884.9
Deferred income taxes	232.0	142.2
Operating lease liabilities - non-current	3,704.7	3,667.6
Other liabilities	1,580.9	1,407.9
Total liabilities	\$ 9,080.5	\$ 8,040.0
Stockholders' equity:		
Common stock and surplus, no par value. Authorized 500.0 shares; issued 118.9 and 121.1 shares, respectively; outstanding 118.9 and 121.1 shares, respectively	2,252.4	2,230.8
Preferred stock, no par value. Authorized 25.0 shares; none issued and outstanding	—	—
Retained earnings (deficit)	(35.5)	(32.5)
Accumulated other comprehensive income	25.6	3.2
Total stockholders' equity	\$ 2,242.5	\$ 2,201.5
Total liabilities and stockholders' equity	\$ 11,323.0	\$ 10,241.5

See accompanying notes to consolidated financial statements.

DARDEN RESTAURANTS, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(In millions, except per share data)

	Common Stock And Surplus		Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount			
Balances at May 30, 2021	130.8	\$ 2,286.6	\$ 522.3	\$ 4.2	\$ 2,813.1
Net earnings	—	—	952.8	—	952.8
Other comprehensive income	—	—	—	(6.1)	(6.1)
Dividends declared (\$4.40 per share)	—	—	(565.4)	—	(565.4)
Stock option exercises	0.5	29.7	—	—	29.7
Stock-based compensation	—	33.6	—	—	33.6
Repurchases of common stock	(7.6)	(135.7)	(935.6)	—	(1,071.3)
Issuance of stock under Employee Stock Purchase Plan and other plans	0.1	10.5	—	—	10.5
Other	0.1	1.3	—	—	1.3
Balances at May 29, 2022	123.9	\$ 2,226.0	\$ (25.9)	\$ (1.9)	\$ 2,198.2
Net earnings	—	—	981.9	—	981.9
Other comprehensive income	—	—	—	5.1	5.1
Dividends declared (\$4.84 per share)	—	—	(594.1)	—	(594.1)
Stock option exercises	0.4	24.2	—	—	24.2
Stock-based compensation	—	32.7	—	—	32.7
Repurchases of common stock	(3.5)	(64.3)	(394.4)	—	(458.7)
Issuance of stock under Employee Stock Purchase Plan and other plans	0.3	11.2	—	—	11.2
Other	—	1.0	—	—	1.0
Balances at May 28, 2023	121.1	\$ 2,230.8	\$ (32.5)	\$ 3.2	\$ 2,201.5
Net earnings	—	—	1,027.6	—	1,027.6
Other comprehensive income	—	—	—	22.4	22.4
Dividends declared (\$5.24 per share)	—	—	(631.9)	—	(631.9)
Stock option exercises	0.4	31.8	—	—	31.8
Stock-based compensation	—	36.6	—	—	36.6
Repurchases of common stock	(2.9)	(55.2)	(398.7)	—	(453.9)
Issuance of stock under Employee Stock Purchase Plan and other plans	0.3	11.8	—	—	11.8
Other	—	(3.4)	—	—	(3.4)
Balances at May 26, 2024	118.9	\$ 2,252.4	\$ (35.5)	\$ 25.6	\$ 2,242.5

See accompanying notes to consolidated financial statements.

DARDEN RESTAURANTS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Cash flows - operating activities			
Net earnings	\$ 1,027.6	\$ 981.9	\$ 952.8
Losses from discontinued operations, net of tax	2.9	1.6	1.9
Adjustments to reconcile net earnings (loss) from continuing operations to cash flows:			
Depreciation and amortization	459.9	387.8	368.4
Impairments and disposal of assets, net	12.4	(10.6)	(2.0)
Stock-based compensation expense	68.5	67.5	60.5
Change in current assets and liabilities	95.4	175.7	(96.7)
Contributions to pension and postretirement plans	(1.7)	(2.1)	(2.2)
Deferred income taxes	(3.2)	(59.5)	(23.7)
Change in other assets and liabilities	(23.4)	9.0	(7.4)
Other, net	(16.7)	1.5	13.0
Net cash provided by operating activities of continuing operations	\$ 1,621.7	\$ 1,552.8	\$ 1,264.6
Cash flows - investing activities			
Purchases of land, buildings and equipment	(601.2)	(564.9)	(376.9)
Proceeds from disposal of land, buildings and equipment	3.3	25.4	10.1
Cash used in business acquisitions, net of cash acquired	(701.1)	—	—
Purchases of capitalized software and other assets	(27.1)	(29.4)	(25.6)
Other, net	1.5	0.5	3.4
Net cash used in investing activities of continuing operations	\$ (1,324.6)	\$ (568.4)	\$ (389.0)
Cash flows - financing activities			
Net proceeds from issuance of common stock	43.6	35.4	40.2
Dividends paid	(628.4)	(589.8)	(563.0)
Repurchases of common stock	(453.9)	(458.7)	(1,071.3)
Proceeds from issuance of commercial paper, net	86.8	—	—
Proceeds from the issuance of long-term debt	1,100.0	—	—
Repayments of long-term debt	(600.0)	—	—
Principal payments on finance leases, net	(19.9)	(19.8)	(12.9)
Payment of debt issuance costs	(11.6)	(0.2)	(2.7)
Net cash used in financing activities of continuing operations	\$ (483.4)	\$ (1,033.1)	\$ (1,609.7)
Cash flows - discontinued operations			
Net cash used in operating activities of discontinued operations	(9.8)	(7.2)	(8.5)
Net cash used in discontinued operations	\$ (9.8)	\$ (7.2)	\$ (8.5)
Decrease in cash, cash equivalents, and restricted cash	(196.1)	(55.9)	(742.6)
Cash, cash equivalents, and restricted cash - beginning of year	416.2	472.1	1,214.7
Cash, cash equivalents and restricted cash - end of year	\$ 220.1	\$ 416.2	\$ 472.1

	May 26, 2024	May 28, 2023	May 29, 2022
Reconciliation of cash, cash equivalents, and restricted cash:			
Cash and cash equivalents	\$ 194.8	\$ 367.8	\$ 420.6
Restricted cash included in prepaid and other current assets	25.3	48.4	51.5
Total cash, cash equivalents, and restricted cash shown in the statement of cash flows	\$ 220.1	\$ 416.2	\$ 472.1

DARDEN RESTAURANTS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)
(In millions)

	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Cash flows from changes in current assets and liabilities			
Receivables, net	\$ 9.3	\$ (8.2)	\$ (3.9)
Inventories	5.6	(17.3)	(79.8)
Prepaid expenses and other current assets	(1.4)	(24.5)	(22.6)
Accounts payable	(11.3)	40.9	43.2
Accrued payroll	7.7	(8.4)	4.1
Prepaid/accrued income taxes	5.1	143.3	58.5
Other accrued taxes	4.6	1.3	4.1
Unearned revenues	12.9	14.0	23.8
Other current liabilities	62.9	34.6	(124.1)
Change in current assets and liabilities	\$ 95.4	\$ 175.7	\$ (96.7)

See accompanying notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements include the operations of Darden Restaurants, Inc. and its wholly owned subsidiaries (Darden, the Company, we, us or our). We own and operate the Olive Garden[®], LongHorn Steakhouse[®], Cheddar's Scratch Kitchen[®], Yard House[®], Ruth's Chris Steak House[®], The Capital Grille[®], Seasons 52[®], Bahama Breeze[®], Eddie V's Prime Seafood[®] (Eddie V's), and The Capital Burger[®] restaurant brands located in the United States and Canada. Through subsidiaries, we own and operate all of our restaurants in the United States and Canada, except for 6 restaurants we manage through joint venture or other contractual agreements and 85 franchised restaurants. We also have 61 franchised restaurants located in Canada, Latin America, the Caribbean, Asia, and the Middle East. All significant intercompany balances and transactions have been eliminated in consolidation.

On June 14, 2023, we completed our acquisition of Ruth's Hospitality Group, Inc., a Delaware corporation (Ruth's), for \$21.50 per share in cash. Ruth's is the owner, operator and franchisor of Ruth's Chris Steak House restaurants. See Note 2, Acquisition of Ruth's Chris Steak House.

For fiscal 2024, 2023 and 2022, all gains and losses on disposition, impairment charges and disposal costs, along with the sales, costs and expenses and income taxes attributable to discontinued locations, have been aggregated in a single caption entitled "Losses from discontinued operations, net of tax benefit" in our consolidated statements of earnings for all periods presented.

Fiscal Year

We operate on a 52/53-week fiscal year, which ends on the last Sunday in May. Fiscal 2024, which ended May 26, 2024, consisted of 52 weeks. Fiscal 2023, which ended May 28, 2023, consisted of 52 weeks and fiscal 2022, which ended May 29, 2022, consisted of 52 weeks.

Use of Estimates

We prepare our consolidated financial statements in conformity with U.S. generally accepted accounting principles (GAAP). The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of sales and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents include highly liquid investments such as bank deposits and money market funds that have an original maturity of three months or less. Amounts receivable from credit card companies are also considered cash equivalents because they are both short term and highly liquid in nature and are typically converted to cash within three days of the sales transaction.

The components of cash and cash equivalents are as follows:

(in millions)	May 26, 2024	May 28, 2023
Short-term investments	\$ 2.8	\$ 185.6
Credit card receivables	153.0	142.3
Depository accounts	39.0	39.9
Total cash and cash equivalents	\$ 194.8	\$ 367.8

As of May 26, 2024, and May 28, 2023, we had cash and cash equivalent accounts in excess of insured limits. We manage the credit risk of our positions through utilizing multiple financial institutions and monitoring the credit quality of those financial institutions that hold our cash and cash equivalents. We had restricted cash of \$25.3 million as of May 26, 2024, which represents cash held as security for a standby letter of credit and cash received for like-kind exchanges, and \$48.4 million as of May 28, 2023, which represents cash held as security for a standby letter of credit. Restricted cash is included in Prepaid Expenses and Other Current Assets on the balance sheet. See Note 16, Commitments and Contingencies.

Receivables, Net

Receivables, net of the allowance for doubtful accounts, represent their estimated net realizable value. Provisions for doubtful accounts are recorded based on historical collection experience and the age of the receivables. Receivables are written off when they are deemed uncollectible. See Note 12 for additional information.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Inventories

Inventories consist of food and beverages and are valued at the lower of weighted-average cost or net realizable value.

Land, Buildings and Equipment, Net

Land, buildings and equipment are recorded at cost less accumulated depreciation. Building components are depreciated over estimated useful lives ranging from 3 to 30 years using the straight-line method. Leasehold improvements, which are reflected on our consolidated balance sheets as a component of buildings in land, buildings and equipment, net, are amortized over the lesser of the expected lease term or the estimated useful lives of the related assets using the straight-line method. Equipment is depreciated over estimated useful lives ranging from 2 to 20 years also using the straight-line method. See Note 5 for additional information. Gains and losses on the disposal of land, buildings and equipment are included in impairments and disposal of assets, net, while the write-off of net book value associated with the replacement of equipment in the normal course of business is recorded as a component of restaurant expenses in our accompanying consolidated statements of earnings. Depreciation and amortization expense from continuing operations associated with buildings and equipment and losses on replacement of equipment were as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Depreciation and amortization on buildings and equipment	\$ 435.1	\$ 367.4	\$ 346.7
Losses on replacement of equipment	3.0	2.2	2.1

Capitalized Software Costs and Other Definite-Lived Intangibles

Capitalized software, which is a component of other assets, is recorded at cost less accumulated amortization. Capitalized software is amortized using the straight-line method over estimated useful lives ranging from 1 to 10 years. The cost of capitalized software and related accumulated amortization was as follows:

(in millions)	May 26, 2024	May 28, 2023
Capitalized software	\$ 292.2	\$ 263.8
Accumulated amortization	(216.5)	(196.8)
Capitalized software, net of accumulated amortization	\$ 75.7	\$ 67.0

We have other definite-lived intangible assets, including assets related to the value of reacquired franchise rights resulting from our acquisitions that are included as a component of other assets and definite-lived intangible liabilities related to the value of below-market agreements resulting from our acquisitions that are included in other liabilities on our consolidated balance sheets. Definite-lived intangibles are amortized on a straight-line basis over estimated useful lives of 1 to 20 years. The cost and related accumulated amortization was as follows:

(in millions)	May 26, 2024	May 28, 2023
Definite-lived intangible assets	\$ 30.7	\$ 23.8
Accumulated amortization	(14.5)	(12.5)
Definite-lived intangible assets, net of accumulated amortization	\$ 16.2	\$ 11.3
Definite-lived intangible liabilities	\$ (3.0)	\$ (3.0)
Accumulated amortization	2.1	1.8
Definite-lived intangible liabilities, net of accumulated amortization	\$ (0.9)	\$ (1.2)

Amortization expense from continuing operations associated with capitalized software and other definite-lived intangibles included in depreciation and amortization in our accompanying consolidated statements of earnings was as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Amortization expense - capitalized software	\$ 22.9	\$ 18.6	\$ 19.7
Amortization expense - other definite-lived intangibles	1.9	1.8	2.0

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Based on the net book values of our definite-lived intangible assets and liabilities at May 26, 2024, we expect amortization of capitalized software and other definite-lived intangible assets will be approximately \$25.0 million annually for fiscal 2025 through 2029.

Trust-Owned Life Insurance

We have a trust that purchased life insurance policies covering certain of our officers and other key employees (trust-owned life insurance or TOLI). The trust is the owner and sole beneficiary of the TOLI policies. The policies were purchased to offset a portion of our obligations under our non-qualified deferred compensation plan. The cash surrender value for each policy is included in other assets, while changes in cash surrender values are included in general and administrative expenses.

Liquor Licenses

The costs of obtaining non-transferable liquor licenses that are directly issued by local government agencies for nominal fees are expensed as incurred. The costs of purchasing transferable liquor licenses through open markets in jurisdictions with a limited number of authorized liquor licenses are capitalized as indefinite-lived intangible assets and included in other assets. Liquor licenses are reviewed for impairment annually or more frequently if events or changes in circumstances indicate that the carrying amount may not be recoverable. Annual liquor license renewal fees are expensed over the renewal term.

Goodwill and Intangible Assets

Our goodwill and trademark balances are allocated as follows:

(in millions)	Goodwill		Trademarks	
	May 26, 2024	May 28, 2023	May 26, 2024	May 28, 2023
Olive Garden	\$ 30.2	\$ 30.2	\$ 0.7	\$ 0.7
LongHorn Steakhouse	49.3	49.3	307.8	307.8
Cheddar's Scratch Kitchen	165.1	165.1	230.1	230.1
Ruth's Chris	353.6	—	341.7	—
Yard House	369.2	369.2	109.3	109.3
The Capital Grille	401.6	401.6	147.4	147.4
Seasons 52	—	—	0.5	0.5
Eddie V's	22.0	22.0	10.5	10.5
Total	\$ 1,391.0	\$ 1,037.4	\$ 1,148.0	\$ 806.3

We have ten reporting units, seven of which have goodwill and eight of which have trademarks. Goodwill and trademarks are not subject to amortization and have been assigned to reporting units for purposes of impairment testing. The reporting units are our restaurant brands. A significant amount of judgment is involved in determining if an indicator of impairment has occurred. Such indicators may include, among others: a significant decline in our expected future cash flows; a sustained, significant decline in our stock price and market capitalization; a significant adverse change in legal factors or in the business climate; unanticipated competition; the testing for recoverability of a significant asset group within a reporting unit; and slower growth rates. Any adverse change in these factors could have a significant impact on the recoverability of these assets and could have a material impact on our consolidated financial statements. We review our goodwill and trademarks for impairment annually, as of the first day of our fourth fiscal quarter, or more frequently if indicators of impairment exist.

During fiscal 2024, we elected to perform a qualitative assessment for our annual review of goodwill and trademarks to determine whether or not indicators of impairment exist. In considering the qualitative approach related to goodwill, we evaluated factors including, but not limited to, macro-economic conditions, market and industry conditions, commodity cost fluctuations, competitive environment, share price performance, results of prior impairment tests, operational stability, the overall financial performance of the reporting units and the impacts of discount rates. As it relates to trademarks, we evaluate similar factors from the goodwill assessment, in addition to impacts of royalty rates. As a result of the qualitative assessment, no indicators of impairment were identified, and no additional indicators of impairment were identified through the end of our fourth fiscal quarter that would require us to test further for impairment.

We evaluate the useful lives of our other intangible assets to determine if they are definite or indefinite-lived. A determination on useful life requires significant judgments and assumptions regarding the future effects of obsolescence, demand, competition, other economic factors (such as the stability of the industry, legislative action that results in an uncertain or changing regulatory environment and expected changes in distribution channels), the level of required maintenance expenditures and the expected lives of other related groups of assets.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Impairment or Disposal of Long-Lived Assets

Land, buildings and equipment, operating lease right-of-use assets and certain other assets, including definite-lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future undiscounted net cash flows expected to be generated by the assets. Identifiable cash flows are measured at the lowest level for which they are largely independent of the cash flows of other groups of assets and liabilities, generally at the restaurant level. If such assets are determined to be impaired, the recognized impairment is measured by the amount by which the carrying amount of the assets exceeds their fair value. Fair value is generally determined based on appraisals, sales prices of comparable assets or discounted future net cash flows expected to be generated by the assets. Restaurant sites and certain other assets to be disposed of are reported at the lower of their carrying amount or fair value, less estimated costs to sell, and are included in assets held for sale on our consolidated balance sheets when certain criteria are met. These criteria include, among other factors, the requirement that the likelihood of disposing of these assets within one year is probable. Assets not meeting the "held for sale" criteria remain in land, buildings and equipment until their disposal is probable within one year.

We account for exit or disposal activities, including restaurant closures, in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 420, Exit or Disposal Cost Obligations. Such costs include the cost of disposing of the assets as well as other facility-related expenses from previously closed restaurants. These costs are generally expensed as incurred. See Note 4 for additional information. For restaurants operated under non-cancellable leases, on the date we commit to a plan to either abandon the related right-of-use (ROU) asset or sublease the underlying asset, we evaluate the ROU asset for potential impairment and determine the go-forward accounting based on the requirements in FASB ASC Topic 842, Leases.

Insurance Accruals

Through the use of insurance program deductibles and self-insurance, we retain a significant portion of expected losses under our workers' compensation and general liability programs. Accrued liabilities have been recorded based on our estimates of the anticipated ultimate costs to settle all claims, both reported and not yet reported.

Revenue Recognition

Sales, as presented in our consolidated statements of earnings, includes the sale of food and beverage products, royalties from our franchised restaurants and royalties from the sale of consumer product goods. Revenue from restaurant sales is recognized when food and beverage products are sold and is presented net of discounts, coupons, employee meals and complimentary meals. Revenue is presented net of sales tax. Sales taxes collected from customers are included in other accrued taxes on our consolidated balance sheets until the taxes are remitted to governmental authorities.

Franchise royalties, which are a percentage of net sales of franchised restaurants, are recognized as revenue in the period the related sales occur. Revenue from area development and franchise fees are recognized as the performance obligations are satisfied over the term of the franchise agreement, which is generally 10 years. Advertising contributions, which are a percentage of net sales of franchised restaurants, are recognized in the period the related sales occur. Additionally, franchisee purchases of our inventory through our distribution network are recognized as revenue in the period the purchases are made.

Revenue from the sale of consumer packaged goods includes ongoing royalty fees based on a percentage of licensed retail product sales and is recognized upon the sale of product by our licensed manufacturers to retail outlets.

Unearned Revenues

Unearned revenues primarily represent our liability for gift cards that have been sold but not yet redeemed. We recognize sales from our gift cards when the gift card is redeemed by the customer. Although there are no expiration dates or dormancy fees for our gift cards, based on our analysis of our historical gift card redemption patterns, we can reasonably estimate the amount of gift cards for which redemption is remote, which is referred to as "breakage." We recognize breakage within sales for unused gift card amounts in proportion to actual gift card redemptions. The estimated value of gift cards expected to remain unused is recognized over the expected period of redemption as the remaining gift card values are redeemed, generally over a period of 12 years. Utilizing this method, we estimate both the amount of breakage and the time period of redemption. If actual redemption patterns vary from our estimates, actual gift card breakage income may differ from the amounts recorded. We update our estimates of our redemption period and our breakage rate periodically and apply that rate prospectively to gift card redemptions. Discounts for gift cards sold by third parties are recorded to unearned revenues and are recognized as a reduction to sales over a period that approximates redemption patterns.

Food and Beverage Costs

Food and beverage costs include inventory, warehousing, related purchasing and distribution costs, and gains and losses on certain commodity derivative contracts. Vendor allowances received in connection with the purchase of a vendor's products are

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

recognized as a reduction of the related food and beverage costs as earned. For certain contracts, advance payments are made by the vendors based on estimates of volume to be purchased from the vendors and the terms of the agreement. As we make purchases from the vendors each period, we recognize the pro rata portion of allowances earned as a reduction of food and beverage costs for that period. Differences between estimated and actual purchases are settled in accordance with the terms of the agreements. Vendor agreements are generally for a period of one year or more and payments received are initially recorded as long-term liabilities. Amounts expected to be earned within one year are recorded as current liabilities.

Income Taxes

We provide for federal and state income taxes currently payable as well as for those deferred because of temporary differences between reporting income and expenses for financial statement purposes versus tax purposes. Federal income tax credits are recorded as a reduction of income taxes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period that includes the enactment date. Interest recognized on reserves for uncertain tax positions is included in income tax expense in our consolidated statements of earnings. A corresponding liability for accrued interest is included as a component of other current liabilities on our consolidated balance sheets. Penalties, when incurred, are recognized in general and administrative expenses.

FASB ASC Topic 740, Income Taxes, requires that a position taken or expected to be taken in a tax return be recognized (or derecognized) in the financial statements when it is more likely than not (i.e., a likelihood of more than 50 percent) that the position would be sustained upon examination by tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon ultimate settlement. See Note 13 for additional information.

Derivative Instruments and Hedging Activities

We enter into derivative instruments for risk management purposes only, including derivatives designated as hedging instruments as required by FASB ASC Topic 815, Derivatives and Hedging, and those utilized as economic hedges. We use financial and commodities derivatives to manage interest rate, compensation and commodities pricing risks inherent in our business operations. Our use of derivative instruments is currently limited to interest rate hedges, equity forward contracts and commodity swaps. These instruments are generally structured as hedges of the variability of cash flows related to forecasted transactions (cash flow hedges). However, we do at times enter into instruments designated as fair value hedges to reduce our exposure to changes in fair value of the related hedged item. We do not enter into derivative instruments for trading or speculative purposes, where changes in the cash flows or fair value of the derivative are not expected to offset changes in cash flows or fair value of the hedged item. However, we have entered into equity forwards to economically hedge changes in the fair value of employee investments in our non-qualified deferred compensation plan. All derivatives are recognized on the balance sheet at fair value. For those derivative instruments for which we intend to elect hedge accounting, on the date the derivative contract is entered into, we document all relationships between hedging instruments and hedged items, as well as our risk-management objective and strategy for undertaking the various hedge transactions. This process includes linking all derivatives designated as cash flow hedges to specific assets and liabilities on the consolidated balance sheet or to specific forecasted transactions. We also formally assess, both at the hedge's inception and on an ongoing basis, whether the derivatives used in hedging transactions are highly effective in offsetting changes in cash flows of hedged items.

To the extent our derivatives are effective in offsetting the variability of the hedged cash flows, and otherwise meet the cash flow hedge accounting criteria required by FASB ASC Topic 815, changes in the derivatives' fair value are not included in current earnings but are included in accumulated other comprehensive income (loss), net of tax. These changes in fair value will be reclassified into earnings at the time of the forecasted transaction. Ineffectiveness measured in the hedging relationship is recorded currently in earnings in the period in which it occurs. To the extent our derivatives are effective in mitigating changes in fair value, and otherwise meet the fair value hedge accounting criteria required by FASB ASC Topic 815, gains and losses in the derivatives' fair value are included in current earnings, as are the gains and losses of the related hedged item. To the extent the hedge accounting criteria are not met, the derivative contracts are utilized as economic hedges, and changes in the fair value of such contracts are recorded currently in earnings in the period in which they occur. Cash flows related to derivatives are included in operating activities. See Note 8 for additional information.

Leases

The majority of our restaurant locations, as well as our restaurant support center, are subject to a lease. We evaluate our leases at the commencement of the lease to determine the classification as an operating or finance lease. Upon adoption of FASB ASC Topic 842, we recognized operating and finance lease liabilities based on the present value of minimum lease payments over the remaining expected lease term and corresponding right-of-use assets. We recognize lease expense related to operating leases

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

on a straight-line basis. Amortization expense and interest expense related to finance leases are included in depreciation and amortization and interest, net, respectively, in our consolidated statements of earnings. Sale-leasebacks are transactions through which we sell assets (such as restaurant properties) at fair value and subsequently lease them back. The resulting leases qualify and are accounted for as operating leases. Failed sale-leaseback transactions are generally classified as finance leases and result in retention of the "sold" assets within land, buildings and equipment with a finance lease liability equal to the amount of proceeds received recorded as a component of other liabilities on our consolidated balance sheets.

Within the provisions of certain of our leases, there are rent holidays and escalations in payments over the base lease term, as well as renewal periods. The effects of the holidays and escalations have been reflected in lease expense on a straight-line basis for operating leases over the expected lease term. The lease term commences on the date when we have the right to control the use of the leased property, which is typically before lease payments are due under the terms of the lease. Many of our leases have renewal periods totaling 5 to 20 years, exercisable at our option, and require payment of property taxes, insurance and maintenance costs in addition to the lease payments. At lease inception, we include option periods that we are reasonably certain to exercise as failure to renew the lease would impose an economic penalty either from the loss of our investment in leasehold improvements or future cash flows from operating the restaurant. The consolidated financial statements reflect the same lease term for amortizing leasehold improvements as we use to determine finance versus operating lease classifications. Variable lease expense is generally based on sales levels and is accrued at the point in time we determine that it is probable that such sales levels will be achieved. Landlord allowances are recorded as an adjustment to the right-of-use assets. Gains and losses on sale-leaseback transactions are recognized immediately. We elected the practical expedient to not separate lease and non-lease components for real estate leases entered into after adoption. See Note 11 for additional information.

Pre-Opening Expenses

Non-capital expenditures associated with opening new restaurants are expensed as incurred. These costs are reported as restaurant expenses in our consolidated statements of earnings.

Advertising

Production costs of commercials are expensed in the fiscal period the advertising is first aired while the costs of programming and other advertising, promotion and marketing programs are expensed as incurred. These costs are reported as marketing expenses in our consolidated statements of earnings.

Stock-Based Compensation

We recognize the cost of employee service received in exchange for awards of equity instruments based on the grant date fair value of those awards. We recognize compensation expense, net of estimated forfeitures, on a straight-line basis over the employee service period for awards granted. We utilize the Black-Scholes option pricing model to estimate the fair value of stock option awards. The dividend yield has been estimated based upon our historical results and expectations for changes in dividend rates. The expected volatility was determined using historical stock prices. The risk-free interest rate was the rate available on zero coupon U.S. government obligations with a term approximating the expected life of each grant. The expected life was estimated based on the exercise history of previous grants, taking into consideration the remaining contractual period for outstanding awards. We utilize a Monte Carlo simulation to estimate the fair value of our market-based equity-settled performance awards. The dividend yield assumes reinvestment of dividends. The expected volatility was determined using historical stock prices. The risk-free interest rate was the rate available on zero coupon U.S. government obligations with a term approximating the expected life of each grant. The expected life was estimated based on the performance measurement period for outstanding awards. See Note 15 for further information.

Net Earnings per Share

Basic net earnings per share are computed by dividing net earnings by the weighted-average number of common shares outstanding for the reporting period. Diluted net earnings per share reflect the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock. Outstanding stock options, restricted stock units and equity-settled performance stock units granted by us represent the only dilutive effect reflected in diluted weighted-average shares outstanding. These stock-based compensation instruments do not impact the numerator of the diluted net earnings per share computation.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The following table presents the computation of basic and diluted net earnings per common share:

(in millions, except per share data)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Earnings from continuing operations	\$ 1,030.5	\$ 983.5	\$ 954.7
Losses from discontinued operations	(2.9)	(1.6)	(1.9)
Net earnings	\$ 1,027.6	\$ 981.9	\$ 952.8
Weighted average common shares outstanding – Basic	119.9	121.9	127.8
Effect of dilutive stock-based compensation	0.9	1.0	1.2
Weighted average common shares outstanding – Diluted	120.8	122.9	129.0
Basic net earnings per share:			
Earnings from continuing operations	\$ 8.59	\$ 8.07	\$ 7.47
Losses from discontinued operations	(0.02)	(0.01)	(0.01)
Net earnings	\$ 8.57	\$ 8.06	\$ 7.46
Diluted net earnings per share:			
Earnings from continuing operations	\$ 8.53	\$ 8.00	\$ 7.40
Losses from discontinued operations	(0.02)	(0.01)	(0.01)
Net earnings	\$ 8.51	\$ 7.99	\$ 7.39

Stock options, restricted stock units and equity-settled performance stock units excluded from the calculation of diluted net earnings per share because the effect would have been anti-dilutive, are as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Anti-dilutive stock-based compensation awards	0.1	0.3	0.1

Foreign Currency

The Canadian dollar is the functional currency for our Canadian restaurant operations. Assets and liabilities denominated in foreign currencies are translated into U.S. dollars using the exchange rates in effect at the balance sheet date. Results of operations are translated using the average exchange rates prevailing throughout the period. Translation gains and losses are reported as a separate component of other comprehensive income (loss). Aggregate cumulative translation gains (losses) were \$4.6 million and \$4.5 million at May 26, 2024 and May 28, 2023, respectively. Net gains (losses) from foreign currency transactions recognized in our consolidated statements of earnings were \$0.0 million, \$0.0 million and \$0.0 million for fiscal 2024, 2023 and 2022, respectively.

Recently Issued Accounting Standards Not Yet Adopted

In November 2023, the FASB issued Accounting Standards Update (ASU) 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which updates reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses. The amendments are effective for fiscal years beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied retrospectively to all prior periods presented in the financial statements. Management is currently evaluating this ASU to determine its impact on the Company's disclosures. We plan to adopt in the fourth quarter of fiscal 2025.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which updates income tax disclosures related to the rate reconciliation and requires disclosure of income taxes paid by jurisdiction. The amendment also provides further disclosure comparability. The amendments are effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied prospectively; however, retrospective application is permitted. Management is currently evaluating this ASU to determine its impact on the Company's disclosures. We plan to adopt in fiscal 2026.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

In March 2024, the U.S. Securities and Exchange Commission (SEC) adopted its final rules intended to enhance and standardize climate-related disclosures in registration statements and annual reports. The new rules will require disclosure of material climate-related risks, including disclosure of Board of Directors' oversight and risk management activities, the material impacts of these risks to the Company and the quantification of material impacts to the Company as a result of severe weather events and other natural conditions. The rules also require disclosure of material greenhouse gas emissions and any material climate-rated targets and goals. The new rules will be effective for annual reporting periods beginning in fiscal year 2026, except for the greenhouse gas emissions disclosures which will be effective for annual reporting periods beginning in fiscal year 2027. On April 4, 2024, the SEC issued a voluntary stay on its final rules pending multiple legal challenges. The Company is currently evaluating the impact of these new rules.

NOTE 2 - ACQUISITION OF RUTH'S CHRIS STEAK HOUSE

On June 14, 2023, we acquired 100 percent of the equity interest of Ruth's Chris Steak House (Ruth's Chris) for \$724.6 million in total consideration. We funded the acquisition with the proceeds from the issuance of a \$600.0 million Term Loan (Term Loan) combined with cash on hand. We repaid the Term Loan in full on October 10, 2023 with proceeds from the issuance of \$500 million aggregate principal amount of our 6.30 percent Senior Notes, due 2033, and cash on hand.

The acquired operations of Ruth's Chris included 77 company-owned locations, 74 franchisee-owned locations and 4 managed locations operating under contractual agreement. The results of Ruth's Chris operations are included in our consolidated financial statements from the date of acquisition.

The assets and liabilities of Ruth's Chris were recorded at their respective fair values as of the date of acquisition. Through internal studies and third-party valuations, we have determined the fair value of these assets, including land, buildings and equipment, intangible assets, income tax assets, unearned revenues, and other liabilities. The fair values set forth below are based on the results of those valuations.

Additionally, included in the allocation below, are the assets we acquired related to the asset purchase of the Destin, Florida Ruth's Chris franchisee-owned location on May 20, 2024 for \$1.2 million in total consideration with cash on hand.

The final allocation of the purchase price is as follows:

(in millions)	Balances at June 14, 2023	Adjustments	Balances at May 26, 2024
Cash	\$ 24.7	\$ —	\$ 24.7
Other current assets	20.9	(0.7)	20.2
Land, buildings and equipment	170.5	(26.7)	143.8
Operating lease right-of-use assets	291.6	11.8	303.4
Goodwill	339.5	14.1	353.6
Trademark	341.7	—	341.7
Other assets	12.0	12.4	24.4
Total assets acquired	\$ 1,200.9	\$ 10.9	\$ 1,211.8
Current liabilities	113.5	(3.8)	109.7
Deferred income taxes	79.5	2.4	81.9
Operating lease liabilities - non-current	276.3	11.4	287.7
Other liabilities	7.0	(0.3)	6.7
Total liabilities assumed	\$ 476.3	\$ 9.7	\$ 486.0
Net assets acquired	\$ 724.6	\$ 1.2	\$ 725.8

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The excess of the purchase price over the aggregate fair value of net assets acquired was allocated to goodwill. Of the \$353.6 million recorded as goodwill, \$15.2 million is deductible for tax purposes. The portion of the purchase price attributable to goodwill represents benefits expected because of the acquisition, including sales and unit growth opportunities in addition to supply-chain and support-cost synergies. The trademark has an indefinite life based on the expected use of the asset and the regulatory and economic environment within which it is being used. The trademark represents a highly respected brand with positive connotations, and we intend to cultivate and protect the use of this brand. Goodwill and indefinite-lived trademarks are not amortized, but are reviewed annually for impairment or more frequently if indicators of impairment exist. Buildings and equipment will be depreciated over a period of 2 years to 30 years.

As a result of the acquisition and related integration efforts, we incurred expenses of \$51.8 million (\$42.1 million, net of tax) during the twelve months ended May 26, 2024, which are included in general and administrative expenses, impairment, net and interest expense in our consolidated statements of earnings. Pro-forma financial information of the combined entities for periods prior to the acquisition is not presented due to the immaterial impact of the financial results of Ruth's Chris on our consolidated financial statements.

NOTE 3 - REVENUE RECOGNITION

Deferred revenue liabilities from contracts with customers included on our accompanying consolidated balance sheets is comprised of the following:

(in millions)	May 26, 2024	May 28, 2023
Unearned revenues		
Deferred gift card revenue	\$ 620.6	\$ 537.0
Deferred gift card discounts	(29.5)	(25.5)
Other	0.7	0.5
Total	\$ 591.8	\$ 512.0
Other liabilities		
Deferred franchise fees - non-current	\$ 4.9	\$ 2.7

The following table presents a rollforward of deferred gift card revenue:

(in millions)	Twelve Months Ended	
	May 26, 2024	May 28, 2023
Beginning balance	\$ 537.0	\$ 521.1
Acquired deferred gift card revenue	61.8	—
Activations	753.7	701.3
Redemptions and breakage	(731.9)	(685.4)
Ending balance	\$ 620.6	\$ 537.0

NOTE 4 - IMPAIRMENTS AND DISPOSAL OF ASSETS, NET

Impairments and disposal of assets, net, in our accompanying consolidated statements of earnings are comprised of the following:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Restaurant impairments	\$ 0.3	\$ 2.4	\$ 6.8
Disposal (gains) losses	13.1	(15.1)	(4.8)
Other	(1.0)	2.1	(4.0)
Impairments and disposal of assets, net	\$ 12.4	\$ (10.6)	\$ (2.0)

Restaurant impairments and disposal losses for fiscal 2024 were related to the decision to close nine locations, sale of properties and the write-off of acquired Ruth's Chris assets. Restaurant impairments for fiscal 2023 were primarily related to (i) one underperforming restaurant whose projected cash flows were not sufficient to cover its respective carrying values and (ii) four restaurant closures. Restaurant impairments for fiscal 2022 were primarily related to one underperforming restaurant whose projected cash flows were not sufficient to cover its respective carrying values and two underperforming restaurants that were permanently closed during 2022. Disposal gains for fiscal 2023 and 2022 are primarily related to sale of properties, sale-leasebacks, disposal of closed locations, and the sale of liquor licenses.

Other impacts for fiscal 2024 were related to right-of-use asset adjustments on early lease terminations, the write-off of capitalized software costs, and liquor license impairment. Other impacts for fiscal 2023 were primarily related to cancelled projects. Other impacts for fiscal 2022 were primarily related to the termination of lease liabilities in excess of the related right-of-use-assets.

Impairment charges were measured based on the amount by which the carrying amount of these assets exceeded their fair value. Fair value is generally determined based on appraisals or sales prices of comparable assets and estimates of discounted future cash flows (see Note 9). These amounts are included in impairments and disposal of assets, net as a component of earnings from continuing operations in the accompanying consolidated statements of earnings.

NOTE 5 - LAND, BUILDINGS AND EQUIPMENT, NET

The components of land, buildings and equipment, net, are as follows:

(in millions)	May 26, 2024	May 28, 2023
Land	\$ 132.9	\$ 134.0
Buildings	4,034.5	3,655.5
Equipment	2,345.4	2,094.5
Assets under finance leases	1,252.3	1,062.4
Construction in progress	179.1	200.7
Total land, buildings and equipment	\$ 7,944.2	\$ 7,147.1
Less accumulated depreciation and amortization	(3,613.9)	(3,317.7)
Less amortization associated with assets under finance leases	(146.0)	(104.3)
Land, buildings and equipment, net	\$ 4,184.3	\$ 3,725.1

NOTE 6 - SEGMENT INFORMATION

We manage our restaurant brands, Olive Garden, LongHorn Steakhouse, Cheddar's Scratch Kitchen, Yard House, Ruth's Chris, The Capital Grille, Seasons 52, Bahama Breeze, Eddie V's and The Capital Burger in North America as operating segments. The brands operate principally in the U.S. within full-service dining. We aggregate our operating segments into reportable segments based on a combination of the size, economic characteristics and sub-segment of full-service dining within which each brand operates. We have four reportable segments: (1) Olive Garden, (2) LongHorn Steakhouse, (3) Fine Dining and (4) Other Business.

The Olive Garden segment includes the results of our company-owned Olive Garden restaurants in the U.S. and Canada. The LongHorn Steakhouse segment includes the results of our company-owned LongHorn Steakhouse restaurants in the U.S. The Fine Dining segment aggregates our premium brands that operate within the fine-dining sub-segment of full-service dining and includes the results of our company-owned Ruth's Chris, The Capital Grille and Eddie V's restaurants in the U.S. The Other Business segment aggregates our remaining brands and includes the results of our company-owned Cheddar's Scratch Kitchen, Yard House, Seasons 52, Bahama Breeze and The Capital Burger restaurants in the U.S and ongoing royalties and other fees from our franchise operations and contractually managed locations.

External sales are derived principally from food and beverage sales. We do not rely on any major customers as a source of sales, and the customers and long-lived assets of our reportable segments are predominantly in the U.S. There were no material transactions among reportable segments.

Our management uses segment profit as the measure for assessing performance of our segments. Segment profit includes revenues and expenses directly attributable to restaurant-level results of operations (sometimes referred to as restaurant-level

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

earnings). These expenses include food and beverage costs, restaurant labor costs, restaurant expenses and marketing expenses (collectively, restaurant and marketing expenses). Non-cash lease-related expenses from our operating segments are allocated to the corporate level for restaurant expenses (which is a component of segment profit) and depreciation and amortization. Additionally, our lease-related right-of-use assets are not managed or evaluated at the operating segment level, but rather at the corporate level. For fiscal 2023, and 2022, restaurant and marketing expenses included approximately \$0.2 million, and \$9.0 million, respectively, of costs net of retention credits associated with the CARES Act, related to special team member and manager bonuses as well as emergency and furlough pay for restaurant employees due to COVID-19, reflected at the corporate level as they are costs for which our operating segments are not being evaluated.

The following tables reconcile our segment results to our consolidated results reported in accordance with GAAP:

(in millions)

At May 26, 2024 and for the year ended	Olive Garden	LongHorn Steakhouse	Fine Dining	Other Business	Corporate	Consolidated
Sales	\$ 5,067.0	\$ 2,806.2	\$ 1,291.5	\$ 2,225.3	\$ —	\$ 11,390.0
Restaurant and marketing expenses	3,956.8	2,295.1	1,050.5	1,888.3	(66.4)	9,124.3
Segment profit	\$ 1,110.2	\$ 511.1	\$ 241.0	\$ 337.0	\$ 66.4	\$ 2,265.7
Depreciation and amortization	\$ 167.7	\$ 75.8	\$ 65.9	\$ 102.5	\$ 48.0	\$ 459.9
Impairments and disposal of assets, net	0.2	0.7	—	—	11.5	12.4
Segment assets	2,862.4	2,025.7	2,596.5	2,901.1	937.3	11,323.0
Purchases of land, buildings and equipment	260.7	127.4	118.1	97.9	(2.9)	601.2

(in millions)

At May 28, 2023 and for the year ended	Olive Garden	LongHorn Steakhouse	Fine Dining	Other Business	Corporate	Consolidated
Sales	\$ 4,877.8	\$ 2,612.3	\$ 830.8	\$ 2,166.9	\$ —	\$ 10,487.8
Restaurant and marketing expenses	3,852.0	2,181.4	672.3	1,866.3	(49.3)	8,522.7
Segment profit	\$ 1,025.8	\$ 430.9	\$ 158.5	\$ 300.6	\$ 49.3	\$ 1,965.1
Depreciation and amortization	\$ 146.5	\$ 67.7	\$ 35.6	\$ 96.8	\$ 41.2	\$ 387.8
Impairments and disposal of assets, net	—	(3.3)	—	—	(7.3)	(10.6)
Segment assets	2,835.5	1,978.3	1,345.4	2,968.9	1,113.4	10,241.5
Purchases of land, buildings and equipment	252.5	114.0	57.2	119.6	21.6	564.9

(in millions)

At May 29, 2022 and for the year ended	Olive Garden	LongHorn Steakhouse	Fine Dining	Other Business	Corporate	Consolidated
Sales	\$ 4,503.9	\$ 2,374.3	\$ 776.2	\$ 1,975.6	\$ —	\$ 9,630.0
Restaurant and marketing expenses	3,510.2	1,955.9	611.2	1,675.4	(24.5)	7,728.2
Segment profit	\$ 993.7	\$ 418.4	\$ 165.0	\$ 300.2	\$ 24.5	\$ 1,901.8
Depreciation and amortization	\$ 141.0	\$ 64.7	\$ 33.7	\$ 98.1	\$ 30.9	\$ 368.4
Impairments and disposal of assets, net	4.9	0.1	—	1.6	(8.6)	(2.0)
Purchases of land, buildings and equipment	154.5	91.0	42.2	86.8	2.4	376.9

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Reconciliation of segment profit to earnings from continuing operations before income taxes:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Segment profit	\$ 2,265.7	\$ 1,965.1	\$ 1,901.8
Less general and administrative expenses	(479.2)	(386.1)	(373.2)
Less depreciation and amortization	(459.9)	(387.8)	(368.4)
Less impairments and disposal of assets, net	(12.4)	10.6	2.0
Less interest, net	(138.7)	(81.3)	(68.7)
Earnings before income taxes	\$ 1,175.5	\$ 1,120.5	\$ 1,093.5

NOTE 7 - DEBT

The components of long-term debt are as follows:

(in millions)	May 26, 2024	May 28, 2023
3.850% senior notes due May 2027	\$ 500.0	\$ 500.0
6.300% senior notes due October 2033	500.0	—
6.000% senior notes due August 2035	96.3	96.3
6.800% senior notes due October 2037	42.8	42.8
4.550% senior notes due February 2048	300.0	300.0
Total long-term debt	\$ 1,439.1	\$ 939.1
Fair value hedge	(51.8)	(45.4)
Less unamortized discount and issuance costs	(16.9)	(8.8)
Total long-term debt less unamortized discount and issuance costs	\$ 1,370.4	\$ 884.9

The aggregate contractual maturities of long-term debt for each of the five fiscal years subsequent to May 26, 2024, and thereafter are as follows:

(in millions)	2025	2026	2027	2028	2029	Thereafter
Debt repayments	\$ —	\$ —	\$ 500.0	\$ —	\$ —	\$ 939.1

On October 23, 2023, we entered into a \$1.25 billion Revolving Credit Agreement (Revolving Credit Agreement) with Bank of America, N.A. (BOA), as administrative agent, and the lenders and other agents party thereto. The Revolving Credit Agreement replaced our prior \$1.0 billion Revolving Credit Agreement (Prior Revolving Credit Agreement), dated as of September 10, 2021, and the Prior Revolving Credit Agreement was terminated concurrently with our entry into the Revolving Credit Agreement. The Revolving Credit Agreement is a senior unsecured credit commitment to the Company and contains customary representations and affirmative and negative covenants (including limitations on liens and subsidiary debt and a maximum consolidated lease adjusted total debt to total capitalization ratio of 0.75 to 1.00) and events of default usual for credit facilities of this type, and consistent with our Prior Revolving Credit Agreement. As of May 26, 2024, we had no outstanding balances. As of May 26, 2024, \$86.8 million of commercial paper was outstanding in addition to \$0.6 million of letters of credit outstanding, which were both backed by this facility. After consideration of commercial paper and letters of credit backed by the Revolving Credit Agreement, as of May 26, 2024, we had \$1.16 billion of credit available under the Revolving Credit Agreement.

Loans under the Revolving Credit Agreement bear interest at a rate of (a) Term SOFR (which is defined, for the applicable interest period, as the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such interest period with a term equivalent to such interest period) plus a Term SOFR adjustment of 0.100 percent plus the relevant margin determined by reference to a ratings-based pricing grid (Applicable Margin), or (b) the base rate (which is defined as the highest of the BOA prime rate, the Federal Funds rate plus 0.500 percent, and the Term SOFR plus 1.000 percent) plus the relevant Applicable Margin. Assuming a “BBB” equivalent credit rating level, the Applicable Margin under the Revolving Credit Agreement is 1.000 percent for Term SOFR loans and 0.000 percent for base rate loans.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The Revolving Credit Agreement matures on October 23, 2028, and the proceeds may be used for working capital and capital expenditures, the refinancing of certain indebtedness, certain acquisitions and general corporate purposes.

On May 31, 2023, the Company also entered into a senior unsecured \$600 million 3-year Term Loan Credit Agreement (Term Loan) with Bank of America, N.A., as administrative agent, the lenders and other agents party thereto, the material terms of which are consistent with the Revolving Credit Agreement, as amended. We borrowed \$600 million under the Term Loan to fund a portion of the consideration paid in connection with the acquisition of Ruth's Chris. The \$600 million outstanding under the Term Loan was subsequently paid in full on October 10, 2023 with the \$500 million proceeds from our 2033 Notes (as defined and discussed below) along with \$100 million from cash on hand. The Term Loan was terminated on October 10, 2023 in connection with its payment in full and no amounts remain outstanding.

On October 10, 2023, the Company issued \$500 million aggregate principal amount of our 6.300 percent Senior Notes due 2033 (the 2033 Notes) pursuant to the provisions of the Underwriting Agreement, dated October 4, 2023 (Underwriting Agreement), among the Company and BofA Securities, Inc., Truist Securities, Inc., U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein. The 2033 Notes were issued under the Company's Indenture, dated as of January 1, 1996 (Base Indenture), between the Company and Computershare Trust Company, National Association (as successor to Wells Fargo Bank, National Association, successor to Wells Fargo Bank Minnesota, National Association, formerly known as Norwest Bank Minnesota, National Association), as trustee (Base Trustee), as amended and supplemented by the Second Supplemental Indenture, dated as of October 4, 2023 (Second Supplemental Indenture), among the Company, the Base Trustee and U.S. Bank Trust Company, National Association, as successor trustee with respect to the 2033 Notes. The 2033 Notes will mature on October 10, 2033. Interest on the 2033 Notes will be paid semiannually in arrears on April 10 and October 10 of each year, commencing on April 10, 2024, to holders of record on the preceding March 26 or September 25, as the case may be.

The interest rate on our \$42.8 million 6.800 percent senior notes due October 2037 is subject to adjustment from time to time if the debt rating assigned to such series of notes is downgraded below a certain rating level (or subsequently upgraded). The maximum adjustment is 2.000 percent above the initial interest rate and the interest rate cannot be reduced below the initial interest rate. As of May 26, 2024, no such adjustments are made to this rate.

NOTE 8 - DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

We enter into derivative instruments for risk management purposes only, including derivatives designated as hedging instruments as provided by FASB ASC Topic 815, Derivatives and Hedging, and those utilized as economic hedges. We use financial derivatives to manage interest rate, commodity and compensation risks inherent in our business operations. Cash flows related to derivatives are included in operating activities.

By using these instruments, we expose ourselves, from time to time, to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is positive, the counterparty owes us, which creates credit risk for us. We minimize this credit risk by entering into transactions with high quality counterparties. Market risk is the adverse effect on the value of a financial instrument that results from a change in interest rates, commodity prices, or the market price of our common stock. We minimize this market risk by establishing and monitoring parameters that limit the types and degree of market risk that may be undertaken.

We designate commodity contracts and equity forward contracts as cash flow hedging instruments. Our interest rate swap agreements are designated as fair value hedges of the related debt. Further, we entered into equity forward contracts to hedge the risk of changes in future cash flows associated with recognized, employee-directed investments in our common stock within the non-qualified deferred compensation plan. We did not elect hedge accounting with the expectation that changes in the fair value of the equity forward contracts would offset changes in the fair value of our common stock investments in the non-qualified deferred compensation plan.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The notional and fair values of our derivative contracts are as follows:

(in millions, except per share data)	Number of Shares Outstanding	Weighted-Average Per Share Forward Rates	Notional Values	Fair Values			
				Derivative Assets (1)		Derivative Liabilities (1)	
				May 26, 2024	May 28, 2023	May 26, 2024	May 28, 2023
Equity Forwards							
Designated	0.2	\$ 144.22	\$ 27.1	\$ —	\$ 2.2	\$ 0.8	\$ —
Not designated	0.6	\$ 132.06	\$ 76.2	—	5.1	2.4	—
Total equity forwards (2)				\$ —	\$ 7.3	\$ 3.2	\$ —
Commodity contracts							
Designated	N/A	N/A	\$ 14.7	\$ 0.1		\$ 0.7	\$ 5.6
Not designated	N/A	N/A	—	—	—	—	—
Total commodity contracts (3)				\$ 0.1	\$ —	\$ 0.7	\$ 5.6
Interest rate related							
Designated	N/A	N/A	\$ 300.0	\$ —	\$ —	\$ 51.8	\$ 45.4
Not designated	N/A	N/A		—	—	—	—
Total interest rate related				\$ —	\$ —	\$ 51.8	\$ 45.4
Total derivative contracts				\$ 0.1	\$ 7.3	\$ 55.7	\$ 51.0

- (1) Derivative assets and liabilities are included in receivables, net, and other current liabilities, as applicable, on our consolidated balance sheets.
- (2) Designated and undesignated equity forwards extend through July 2027.
- (3) Commodity contracts extend through June 2025.

The effects of derivative instruments in cash flow hedging relationships in the consolidated statements of earnings are as follows:

(in millions)	Amount of Gain (Loss) Recognized in AOCI			Amount of Gain (Loss) Reclassified from AOCI to Earnings		
	Fiscal Year Ended			Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022	May 26, 2024	May 28, 2023	May 29, 2022
Equity (1)	\$ (6.4)	\$ 8.0	\$ (7.9)	\$ 1.3	\$ (0.8)	\$ 0.8
Commodity (2)	(1.9)	(9.2)	2.4	(6.9)	(3.1)	1.9
Interest rate (3)	34.9	—	—	2.2	(0.1)	(0.1)
Total	\$ 26.6	\$ (1.2)	\$ (5.5)	\$ (3.4)	\$ (4.0)	\$ 2.6

- (1) Location of the gain (loss) reclassified from AOCI to earnings is general and administrative expenses.
- (2) Location of the gain (loss) reclassified from AOCI to earnings is food and beverage costs and restaurant expenses.
- (3) Location of the gain (loss) reclassified from AOCI to earnings is interest, net.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The effects of derivative instruments in fair value hedging relationships in the consolidated statements of earnings are as follows:

(in millions)	Amount of Gain (Loss) Recognized in Earnings on Derivatives			Amount of Gain (Loss) Recognized in Earnings on Related Hedged Item		
	Fiscal Year Ended			Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022	May 26, 2024	May 28, 2023	May 29, 2022
Interest rate (1)(2)	\$ (6.4)	\$ (17.4)	\$ (27.8)	\$ 6.4	\$ 17.4	\$ 27.8

(1) Location of the gain (loss) recognized in earnings on derivatives and related hedged item is interest, net.

(2) Hedged item in fair value hedge relationship is debt.

The effects of derivatives not designated as hedging instruments in the consolidated statements of earnings are as follows:

(in millions)	Amount of Gain (Loss) Recognized in Earnings		
	Fiscal Year Ended		
Location of Gain (Loss) Recognized in Earnings on Derivatives	May 26, 2024	May 28, 2023	May 29, 2022
General and administrative expenses	(3.1)	18.3	(3.6)

Based on the fair value of our derivative instruments designated as cash flow hedges as of May 26, 2024, we expect to reclassify \$3.0 million of net gains on derivative instruments from accumulated other comprehensive income (loss) to earnings during the next 12 months based on the maturity of equity forward, commodity, and interest rate contracts. However, the amounts ultimately realized in earnings will be dependent on the fair value of the contracts on the settlement dates.

NOTE 9 - FAIR VALUE MEASUREMENTS

The fair values of cash equivalents, receivables, net, accounts payable and short-term debt approximate their carrying amounts due to their short duration.

The following tables summarize the fair values of financial instruments measured at fair value on a recurring basis at May 26, 2024 and May 28, 2023:

Items Measured at Fair Value at May 26, 2024				
(in millions)	Fair Value of Assets (Liabilities)	Quoted Prices in Active Market for Identical Assets (Liabilities) (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Derivatives:				
Commodities futures, swaps & options	(1) \$ (0.6)	\$ —	\$ (0.6)	\$ —
Equity forwards	(2) (3.2)	—	(3.2)	—
Interest rate swaps	(3) (51.8)	—	(51.8)	—
Total	\$ (55.6)	\$ —	\$ (55.6)	\$ —

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Items Measured at Fair Value at May 28, 2023

(in millions)		Fair Value of Assets (Liabilities)	Quoted Prices in Active Market for Identical Assets (Liabilities) (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Derivatives:					
Commodities futures, swaps & options	(1)	\$ (5.6)	\$ —	\$ (5.6)	\$ —
Equity forwards	(2)	7.3	—	7.3	—
Interest rate swaps	(3)	(45.4)	—	(45.4)	—
Total		\$ (43.7)	\$ —	\$ (43.7)	\$ —

- (1) The fair value of our commodities futures, swaps and options is based on closing market prices of the contracts, inclusive of the risk of nonperformance.
- (2) The fair value of equity forwards is based on the closing market value of Darden stock, inclusive of the risk of nonperformance.
- (3) The fair value of our interest rate swap agreements is based on current and expected market interest rates, inclusive of the risk of nonperformance.

The carrying value and fair value of long-term debt, as of May 26, 2024, was \$1.37 billion. The carrying value and fair value of long-term debt as of May 28, 2023, was \$884.9 million and \$857.0 million, respectively. The fair value of long-term debt, which is classified as Level 2 in the fair value hierarchy, is determined based on market prices or, if market prices are not available, the present value of the underlying cash flows discounted at our incremental borrowing rates.

The fair value of non-financial assets measured at fair value on a non-recurring basis, classified as Level 2 in the fair value hierarchy, is generally determined based on third-party market appraisals which includes market data for similar assets. As of May 26, 2024 and May 28, 2023, adjustments to the fair values of non-financial assets measured at fair value on a non-recurring basis, classified as Level 2, were not material.

The fair value of non-financial assets measured at fair value on a non-recurring basis, classified as Level 3 in the fair value hierarchy, is determined based on appraisals, sales prices of comparable assets, or estimates of discounted future cash flows. As of May 26, 2024, long-lived assets held and used with a carrying amount of \$4.8 million, primarily related to three underperforming restaurants, were determined to have a fair value of \$1.5 million resulting in an impairment charge of \$3.3 million. As of May 28, 2023, long-lived assets held and used with a carrying amount of \$10.0 million, primarily related to one underperforming restaurant, were determined to have a fair value of \$8.4 million resulting in an impairment charge of \$1.6 million.

NOTE 10 - STOCKHOLDERS' EQUITY

Share Repurchase Program

All of the shares purchased during the fiscal year ended May 26, 2024 were purchased as part of our repurchase program authorized by our Board of Directors. On March 20, 2024, our Board of Directors authorized a new share repurchase program under which we may repurchase up to \$1 billion of our outstanding common stock. This repurchase program, which was announced publicly in a press release issued on March 21, 2024, does not have an expiration date and replaced the prior share repurchase authorization.

Share Retirements

As of May 26, 2024, of the 210.7 million cumulative shares repurchased under the current and previous authorizations, 199.3 million shares were retired and restored to authorized but unissued shares of common stock and there are no remaining treasury shares. We expect that all shares of common stock acquired in the future will also be retired and restored to authorized but unissued shares of common stock.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Accumulated Other Comprehensive Income (Loss)

The components of accumulated other comprehensive income (loss), net of tax, are as follows:

(in millions)	Foreign Currency Translation Adjustment	Unrealized Gains (Losses) on Derivatives	Benefit Plan Funding Position	Accumulated Other Comprehensive Income (Loss)
Balances at May 29, 2022	\$ 4.8	\$ (0.4)	\$ (6.3)	\$ (1.9)
Gain (loss)	(0.3)	1.1	0.7	1.5
Reclassification realized in net earnings	—	3.2	0.4	3.6
Balances at May 28, 2023	\$ 4.5	\$ 3.9	\$ (5.2)	\$ 3.2
Gain (loss)	0.1	18.4	1.1	19.6
Reclassification realized in net earnings	—	2.2	0.6	2.8
Balances at May 26, 2024	\$ 4.6	\$ 24.5	\$ (3.5)	\$ 25.6

The following table presents the amounts and line items in our consolidated statements of earnings where other adjustments reclassified from AOCI into net earnings were recorded:

(in millions) AOCI Components	Location of Gain (Loss) Recognized in Earnings	Fiscal Year Ended	
		May 26, 2024	May 28, 2023
Derivatives			
Commodity contracts	(1)	\$ (6.9)	\$ (3.1)
Equity contracts	(2)	1.3	(0.8)
Interest rate contracts	(3)	2.2	(0.1)
	Total before tax	\$ (3.4)	\$ (4.0)
	Tax benefit	1.2	0.8
	Net of tax	\$ (2.2)	\$ (3.2)

(in millions) AOCI Components	Location of Gain (Loss) Recognized in Earnings	Fiscal Year Ended	
		May 26, 2024	May 28, 2023
Benefit plan funding position			
Pension/postretirement plans- actuarial losses	(4)	\$ (0.1)	\$ (0.1)
Recognized net actuarial gain (loss) - other plans	(5)	(0.7)	(0.7)
	Total before tax	\$ (0.8)	\$ (0.8)
	Tax benefit	0.2	0.4
	Net of tax	\$ (0.6)	\$ (0.4)

- (1) Primarily included in food and beverage costs and restaurant expenses. See Note 8 for additional details.
- (2) Included in general and administrative expenses. See Note 8 for additional details.
- (3) Included in interest, net, on our consolidated statements of earnings.
- (4) Included in the computation of net periodic benefit costs - pension and postretirement plans, which is a component of other (income) expense, net, restaurant labor expenses and general and administrative expenses. See Note 14 for additional details.
- (5) Included in the computation of net periodic benefit costs - other plans, which is a component of restaurant labor, and general and administrative expenses.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 11 - LEASES

The components of lease expense for continuing operations in the consolidated statements of earnings for the fiscal years ended May 26, 2024, May 28, 2023 and May 29, 2022 are as follows:

(in millions)	May 26, 2024	May 28, 2023	May 29, 2022
Operating lease expense	\$ 404.6	\$ 377.9	\$ 372.0
Finance lease expense			
Amortization of leased assets	48.1	41.2	29.6
Interest on lease liabilities	54.2	44.3	32.3
Variable lease expense	34.6	22.6	17.0
Total lease expense	\$ 541.5	\$ 486.0	\$ 450.9

The components of lease assets and liabilities on the consolidated balance sheet as of May 26, 2024 and May 28, 2023 are as follows:

(in millions)	Balance Sheet Classification	May 26, 2024	May 28, 2023
Operating lease right-of-use assets	Operating lease right-of-use assets	\$ 3,429.3	\$ 3,373.9
Finance lease right-of-use assets	Land, buildings and equipment, net	1,106.3	958.1
Total lease assets, net		\$ 4,535.6	\$ 4,332.0
Operating lease liabilities - current	Other current liabilities	\$ 198.8	\$ 182.5
Finance lease liabilities - current	Other current liabilities	15.3	13.5
Operating lease liabilities - non-current	Operating lease liabilities - non-current	3,704.7	3,667.6
Finance lease liabilities - non-current	Other liabilities	1,357.1	1,172.6
Total lease liabilities		\$ 5,275.9	\$ 5,036.2

Supplemental cash flow information related to leases for the fiscal years ended May 26, 2024, May 28, 2023 and May 29, 2022:

(in millions)	May 26, 2024	May 28, 2023	May 29, 2022
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows from operating leases (1)	\$ 397.2	\$ 367.6	\$ 374.6
Operating cash flows from finance leases	54.2	44.3	32.3
Financing cash flows from finance leases (1)	22.0	19.8	12.9
Right-of-use assets obtained in exchange for new operating lease liabilities (2)	341.2	131.5	26.0
Right-of-use assets obtained in exchange for new finance lease liabilities	97.3	75.1	187.8
Net change in right-of-use assets mainly due to lease modifications resulting in reclassification of leases from operating to finance	49.8	86.3	171.9

(1) Excludes cash received for any lease incentives.

(2) Right-of-use assets obtained in fiscal 2024 includes \$303.4 million from the acquisition of Ruth's Chris

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The weighted-average remaining lease terms and discount rates as of May 26, 2024 and May 28, 2023 are as follows:

(in millions)	May 26, 2024	May 28, 2023
Weighted-Average Remaining Lease Term (Years)		
Operating leases	14.8	15.2
Finance leases	22.2	22.5
Weighted-Average Discount Rate (1)		
Operating leases	4.5 %	4.3 %
Finance leases	4.4 %	4.2 %

(1) We cannot determine the interest rate implicit in our leases. Therefore, the discount rate represents our incremental borrowing rate and is determined based on the risk-free rate, adjusted for the risk premium attributed to our corporate credit rating for a secured or collateralized instrument.

The annual maturities of our lease liabilities as of May 26, 2024 are as follows:

(in millions)	Operating Leases	Finance Leases
Fiscal Year		
2025	410.1	86.2
2026	413.2	89.6
2027	417.2	91.2
2028	408.9	92.8
2029	391.8	94.5
Thereafter	3,527.5	1,807.7
Total future lease commitments (1)	\$ 5,568.7	\$ 2,262.0
Less imputed interest	(1,665.2)	(889.6)
Present value of lease liabilities (2)	\$ 3,903.5	\$ 1,372.4

(1) Of the \$5,568.7 million of total future operating lease commitments and \$2,262.0 million of total future finance lease commitments, \$2,306.4 million and \$723.3 million, respectively, are non-cancelable.

(2) Excludes approximately \$171.0 million of net present value of lease payments related to 44 real estate leases signed, but not yet commenced.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 12 - ADDITIONAL FINANCIAL INFORMATION

The tables below provide additional financial information related to our consolidated financial statements:

Balance Sheets

(in millions)	May 26, 2024		May 28, 2023	
Receivables, net				
Gift card sales	\$	41.8	\$	40.9
Miscellaneous		37.7		39.6
Allowance for doubtful accounts		(0.4)		(0.3)
Total	\$	79.1	\$	80.2
Other Current Liabilities				
Non-qualified deferred compensation plan	\$	274.8	\$	252.4
Sales and other taxes		104.2		96.8
Insurance-related		44.8		42.1
Employee benefits		55.1		42.5
Accrued interest		20.2		16.0
Lease liabilities - current		214.1		196.0
Miscellaneous		134.0		106.7
Total	\$	847.2	\$	752.5

Statements of Earnings

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Interest, net			
Interest expense	\$ 93.5	\$ 50.2	\$ 40.9
Imputed interest on finance leases	54.2	44.3	32.3
Capitalized interest	(4.5)	(5.4)	(2.6)
Interest income	(4.5)	(7.8)	(1.9)
Total	\$ 138.7	\$ 81.3	\$ 68.7

Statements of Cash Flows

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Cash paid during the fiscal year for:			
Interest, net of amounts capitalized	\$ 135.1	\$ 82.4	\$ 65.0
Income taxes, net of refunds	\$ 136.3	\$ 47.4	\$ 102.6
Non-cash investing and financing activities:			
Increase in land, buildings and equipment through accrued purchases	\$ 40.0	\$ 66.7	\$ 48.2

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 13 - INCOME TAXES

Total income tax expense (benefit) was allocated as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Earnings from continuing operations	\$ 145.0	\$ 137.0	\$ 138.8
Loss from discontinued operations	(1.7)	(0.8)	(0.2)
Total consolidated income tax expense (benefit)	\$ 143.3	\$ 136.2	\$ 138.6

The components of earnings from continuing operations before income taxes and the provision for income taxes thereon are as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Earnings from continuing operations before income taxes:			
U.S.	\$ 1,169.2	\$ 1,117.3	\$ 1,089.5
Foreign	6.3	3.2	4.0
Earnings from continuing operations before income taxes	\$ 1,175.5	\$ 1,120.5	\$ 1,093.5
Income taxes:			
Current:			
Federal	\$ 99.2	\$ 165.9	\$ 90.7
State and local	43.5	25.6	72.7
Foreign	3.0	1.6	1.4
Total current	\$ 145.7	\$ 193.1	\$ 164.8
Deferred (principally U.S.):			
Federal	\$ (0.7)	\$ (69.2)	\$ 10.3
State and local	—	13.1	(36.3)
Total deferred	\$ (0.7)	\$ (56.1)	\$ (26.0)
Total income tax expense	\$ 145.0	\$ 137.0	\$ 138.8

The effective income tax rates for fiscal 2024 and 2023 for continuing operations were 12.3 percent and 12.2 percent, respectively. During fiscal 2024, we had income tax expense of \$145.0 million on earnings before income tax of \$1.18 billion compared to income tax expense of \$137.0 million on earnings before income taxes of \$1.12 billion in fiscal 2023. This change was primarily driven by the impact of state tax expense.

The Inflation Reduction Act (IRA) was enacted on August 16, 2022. The IRA includes provisions imposing a 1 percent excise tax on share repurchases that occur after December 31, 2022 and introduced a 15 percent corporate alternative minimum tax (CAMT) on adjusted financial statement income. The impact of the IRA excise tax and the CAMT are immaterial to our fiscal 2024 consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The following table is a reconciliation of the U.S. statutory income tax rate to the effective income tax rate from continuing operations included in the accompanying consolidated statements of earnings:

	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
U.S. statutory rate	21.0 %	21.0 %	21.0 %
State and local income taxes, net of federal tax benefits	3.3	3.1	2.5
Benefit of federal income tax credits	(10.5)	(10.4)	(9.8)
Stock-based compensation tax benefit	(1.1)	(0.9)	(0.9)
Other, net	(0.4)	(0.6)	(0.1)
Effective income tax rate	12.3 %	12.2 %	12.7 %

As of May 26, 2024, we had estimated current prepaid state and federal income taxes of \$11.8 million and \$109.9 million, respectively, which is included on our accompanying consolidated balance sheets as prepaid income taxes and estimated current state and federal income taxes payable of \$2.5 million and \$3.6 million, respectively, which is included on our accompanying consolidated balance sheets as accrued income taxes.

As of May 26, 2024, we had unrecognized tax benefits of \$22.7 million, which represents the aggregate tax effect of the differences between tax return positions and benefits recognized in our consolidated financial statements, all of which would favorably affect the effective tax rate if resolved in our favor. Included in the balance of unrecognized tax benefits at May 26, 2024, is \$6.1 million related to tax positions for which it is reasonably possible that the total amounts could change during the next 12 months based on the outcome of examinations. Of the \$6.1 million, \$3.9 million relates to items that would impact our effective income tax rate.

A reconciliation of the beginning and ending amount of unrecognized tax benefits follows:

(in millions)	
Balances at May 28, 2023	\$ 23.0
Additions related to current-year tax positions	5.3
Additions related to prior-year tax positions	0.2
Net reductions due to settlements with taxing authorities	(2.7)
Reductions to tax positions due to statute expiration	(3.1)
Balances at May 26, 2024	\$ 22.7

Interest included in income tax expense in our consolidated statements of earnings is as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Interest recorded on unrecognized tax benefits	\$ 1.7	\$ 2.2	\$ 1.3
Interest recorded on income tax receivables	\$ (6.9)	\$ (6.8)	\$ (3.1)
Total (Benefit) Expense	\$ (5.2)	\$ (4.6)	\$ (1.8)

At May 26, 2024, we had \$3.2 million accrued for the payment of interest associated with unrecognized tax benefits.

For U.S. federal income tax purposes, we participate in the IRS's Compliance Assurance Process (CAP), whereby our U.S. federal income tax returns are reviewed by the IRS both prior to and after their filing. Income tax returns are subject to audit by state and local governments, generally years after the returns are filed. These returns could be subject to material adjustments or differing interpretations of the tax laws. The major jurisdictions in which the Company files income tax returns include the U.S. federal jurisdiction, Canada, and all states in the U.S. that have an income tax. With a few exceptions, the Company is no longer subject to U.S. federal income tax examinations by tax authorities for years before fiscal 2023, and state and local, or non-U.S. income tax examinations by tax authorities for years before fiscal 2019.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The tax effects of temporary differences that give rise to deferred tax assets and liabilities are as follows:

(in millions)	May 26, 2024		May 28, 2023	
Accrued liabilities	\$	136.4	\$	117.2
Compensation and employee benefits		127.8		122.8
Lease liabilities		1,332.4		1,248.5
Net operating loss, credit and charitable contribution carryforwards		71.8		77.5
Other		1.0		4.3
Gross deferred tax assets	\$	1,669.4	\$	1,570.3
Valuation allowance		(26.8)		(21.1)
Deferred tax assets, net of valuation allowance	\$	1,642.6	\$	1,549.2
Trademarks and other acquisition related intangibles		(274.6)		(184.2)
Buildings and equipment		(373.5)		(337.7)
Capitalized software and other assets		(30.4)		(26.0)
Lease assets		(1,183.8)		(1,129.5)
Other		(12.3)		(14.0)
Gross deferred tax liabilities	\$	(1,874.6)	\$	(1,691.4)
Net deferred tax liabilities	\$	(232.0)	\$	(142.2)

We have deferred tax assets of \$32.3 million reflecting the benefit of state loss carryforwards, before federal benefit and valuation allowance, which expire at various dates between fiscal 2025 and fiscal 2042. We have deferred tax assets of \$7.9 million of federal and \$47.1 million state tax credits, before federal benefit and valuation allowance, which expire at various dates between fiscal 2025 and fiscal 2044. We have deferred tax assets of \$1.5 million of state charitable contributions carryforwards, before federal benefit and valuation allowance, which expire at various dates between fiscal 2025 and fiscal 2029.

We have taken current and potential future expirations into consideration when evaluating the need for valuation allowances against these deferred tax assets. A valuation allowance for deferred tax assets is provided when it is more likely than not that some portion or all of the deferred tax assets will not be realized. Realization is dependent upon the generation of future taxable income or the reversal of deferred tax liabilities during the periods in which those temporary differences become deductible. We consider the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which our deferred tax assets are deductible, we believe it is more likely than not that we will realize the benefits of these deductible differences, net of the existing valuation allowances at May 26, 2024.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plan and Postretirement Benefit Plan

We sponsor a non-contributory postretirement benefit plan that provides health care benefits to certain eligible salaried retirees as a subsidy credit to a health care reimbursement account. This benefit is not impacted by future changes in health care cost trend rates.

We also sponsor a supplemental defined benefit pension plan, which is an unfunded nonqualified plan separate from our terminated primary pension plan which was settled in fiscal 2020. The supplemental plan is frozen and therefore no longer accruing benefits for participants.

Fundings related to the defined benefit pension plan and postretirement benefit plan, which are funded on a pay-as-you-go basis, were as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Defined benefit pension plans funding	\$ 0.4	\$ 0.4	\$ 0.4
Postretirement benefit plan funding	1.3	1.7	1.8

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

We expect to contribute approximately \$0.4 million to our remaining defined benefit pension plan and approximately \$1.3 million to our postretirement benefit plan during fiscal 2025.

We are required to recognize the over- or under-funded status of the plans as an asset or liability as measured by the difference between the fair value of the plan assets and the benefit obligation and any unrecognized prior service costs and actuarial gains and losses as a component of accumulated other comprehensive income (loss), net of tax.

The following provides a reconciliation of the changes in the plan benefit obligation, fair value of plan assets and the funded status of the plans as of May 26, 2024 and May 28, 2023:

(in millions)	Defined Benefit Plan		Postretirement Benefit Plan	
	May 26, 2024	May 28, 2023	May 26, 2024	May 28, 2023
Change in Benefit Obligation:				
Benefit obligation at beginning of period	\$ 3.7	\$ 4.1	\$ 15.4	\$ 18.0
Interest cost	0.2	0.1	0.7	0.7
Benefits paid	(0.4)	(0.5)	(1.3)	(1.7)
Actuarial (gain) loss	—	—	(2.5)	(1.6)
Benefit obligation at end of period	\$ 3.5	\$ 3.7	\$ 12.3	\$ 15.4
Change in Plan Assets:				
Fair value at beginning of period	\$ —	\$ —	\$ —	\$ —
Employer contributions	0.4	0.4	1.3	1.7
Benefits paid	(0.4)	(0.4)	(1.3)	(1.7)
Fair value at end of period	\$ —	\$ —	\$ —	\$ —
Unfunded status at end of period	\$ (3.5)	\$ (3.7)	\$ (12.3)	\$ (15.4)

The following is a detail of the balance sheet components of each of our plans and a reconciliation of the amounts included in accumulated other comprehensive income (loss):

(in millions)	Defined Benefit Plan		Postretirement Benefit Plan	
	May 26, 2024	May 28, 2023	May 26, 2024	May 28, 2023
Components of the Consolidated Balance Sheets:				
Current liabilities	\$ 0.4	\$ 0.4	\$ 1.3	\$ 1.6
Noncurrent liabilities	3.1	3.3	11.0	13.8
Net amounts recognized	\$ 3.5	\$ 3.7	\$ 12.3	\$ 15.4
Amounts Recognized in Accumulated Other Comprehensive Income (Loss), net of tax:				
Net actuarial gain (loss)	(1.0)	(1.1)	1.8	—
Net amounts recognized	\$ (1.0)	\$ (1.1)	\$ 1.8	\$ —

The following is a summary of our accumulated and projected benefit obligations for our defined benefit plan:

(in millions)	May 26, 2024	May 28, 2023
Accumulated benefit obligation for all defined benefit plans	\$ 3.5	\$ 3.7
Pension plans with accumulated benefit obligations in excess of plan assets:		
Accumulated benefit obligation	3.5	3.7
Projected benefit obligations for all plans with projected benefit obligations in excess of plan assets	3.5	3.7

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The following table presents the weighted-average assumptions used to determine benefit obligations and net expense:

	Defined Benefit Plan		Postretirement Benefit Plan	
	May 26, 2024	May 28, 2023	May 26, 2024	May 28, 2023
Weighted-average assumptions used to determine benefit obligations (1)				
Discount rate	5.24 %	4.87 %	5.37 %	5.07 %
Weighted-average assumptions used to determine net expense (2)				
Discount rate	4.87 %	4.32 %	5.07 %	4.51 %

(1) Determined as of the end of fiscal year.

(2) Determined as of the beginning of fiscal year.

We set the discount rate assumption annually for each of the plans at their valuation dates to reflect the yield of high-quality fixed-income debt instruments, with lives that approximate the maturity of the plan benefits. Additionally, for our mortality assumption as of fiscal year end, we selected the most recent Pri-2012 mortality tables and MP-2021 mortality improvement scale to measure the benefit obligations.

Components of net periodic benefit cost included in earnings are as follows:

(in millions)	Defined Benefit Plan			Postretirement Benefit Plan		
	Fiscal Year Ended			Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022	May 26, 2024	May 28, 2023	May 29, 2022
Service cost	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Interest cost	0.2	0.1	0.1	0.7	0.7	0.4
Amortization of unrecognized prior service cost	—	—	—	—	—	—
Recognized net actuarial loss	0.1	0.1	0.1	—	—	0.4
Net pension and postretirement cost	\$ 0.3	\$ 0.2	\$ 0.2	\$ 0.7	\$ 0.7	\$ 0.8

The amortization of the net actuarial loss component of our fiscal 2025 net periodic benefit cost for the remaining defined benefit plan and postretirement benefit plan is expected to be approximately \$0.1 million and \$(0.2) million, respectively.

The following benefit payments are expected to be paid between fiscal 2025 and fiscal 2033:

(in millions)	Defined Benefit Plan	Postretirement Benefit Plan
2025	\$ 0.4	\$ 1.3
2026	0.4	1.2
2027	0.4	1.2
2028	0.4	1.1
2029	0.4	1.0
2030-2034	1.5	4.5

Defined Contribution Plan

We have a defined contribution (401(k)) plan (Darden Savings Plan) covering most employees age 18 and older. We match contributions for participants with at least one year of service up to 6 percent of compensation, based on our performance. The match ranges from a minimum of \$0.25 to \$1.20 for each dollar contributed by the participant. The Darden Savings Plan also provides for a profit sharing contribution for eligible participants equal to 1.5 percent of the participant's compensation. The Darden Savings Plan had net assets of \$1.4 billion at May 26, 2024, and \$1.2 billion at May 28, 2023. Expense recognized in fiscal 2024, 2023 and 2022 was \$45.6 million, \$37.7 million and \$49.0 million, respectively. Employees classified as "highly compensated" under the IRC are not eligible to participate in the Darden Savings Plan. Instead, highly compensated employees are eligible to participate in a separate non-qualified deferred compensation (FlexComp) plan. The FlexComp plan allows eligible employees to defer the payment of part of their annual salary and all or part of their annual bonus and provides for awards that

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

approximate the matching contributions that participants would have received had they been eligible to participate in the Darden Savings Plan, as well as an additional retirement contribution amount. Amounts payable to highly compensated employees under the FlexComp plan totaled \$274.8 million and \$252.4 million at May 26, 2024 and May 28, 2023, respectively. These amounts are included in other current liabilities on our accompanying consolidated balance sheets.

NOTE 15 - STOCK-BASED COMPENSATION

In September 2015, our shareholders approved the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (2015 Plan). All equity grants subject to FASB ASC Topic 718 after the date of approval are made under the 2015 Plan. No further equity grants after that date are permitted under the Darden Restaurants, Inc. 2002 Stock Incentive Plan, the RARE Hospitality International, Inc. Amended and Restated 2002 Long-Term Incentive Plan or any other prior stock option and/or stock grant plans (collectively, the Prior Plans). The 2015 Plan and the Prior Plans are administered by the Compensation Committee of the Board of Directors. The 2015 Plan provides for the issuance of up to 7.6 million common shares in connection with the granting of non-qualified stock options, restricted stock, restricted stock units (RSUs), performance-based restricted stock units (PRSUs) and other stock-based awards such as Darden stock units to employees, consultants and non-employee directors. As of May 26, 2024, approximately 0.1 million shares may be issued under outstanding awards that were granted under the Prior Plans and may still vest and be exercised in accordance with their terms.

Stock-based compensation expense included in continuing operations was as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Stock options	\$ 6.8	\$ 6.3	\$ 6.6
Restricted stock units	8.6	7.4	7.5
Darden stock units	31.9	34.8	26.9
Equity-settled performance-based restricted stock units	16.1	14.3	15.3
Employee stock purchase plan	3.0	2.8	2.7
Director compensation program/other	2.1	1.9	1.5
Total	\$ 68.5	\$ 67.5	\$ 60.5

Excess income tax benefits related to the exercise of stock options and vesting of other equity-settled stock-based compensation recognized in income tax expense from continuing operations was as follows:

(in millions)	Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Income tax benefits	\$ 12.7	\$ 6.5	\$ 11.9

The weighted-average fair value of non-qualified stock options and the related assumptions used in the Black-Scholes model to record stock-based compensation are as follows:

	Granted in Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Weighted-average fair value	\$ 55.56	\$ 36.20	\$ 41.02
Dividend yield	3.4 %	3.8 %	3.2 %
Expected volatility of stock	42.2 %	42.0 %	39.6 %
Risk-free interest rate	4.0 %	2.8 %	0.9 %
Expected option life (in years)	5.9	5.9	6.3
Weighted-average exercise price per share	\$ 169.02	\$ 121.47	\$ 148.20

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The following table presents a summary of our stock option activity as of and for the year ended May 26, 2024:

	Options (in millions)	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Life (Yrs)	Aggregate Intrinsic Value (in millions)
Outstanding beginning of period	1.62	\$99.04	5.79	\$100.6
Options granted	0.13	169.02		
Options exercised	(0.40)	80.07		
Options canceled	(0.01)	148.77		
Outstanding end of period	1.34	\$111.08	5.68	\$51.6
Exercisable	0.78	\$98.39	4.26	\$38.6

The total intrinsic value of options exercised during fiscal 2024, 2023 and 2022 was \$33.6 million, \$29.7 million and \$41.5 million, respectively. Cash received from option exercises during fiscal 2024, 2023 and 2022 was \$31.8 million, \$24.2 million and \$29.7 million, respectively. Stock options generally vest over 4 years and have a maximum contractual period of 10 years from the date of grant. We settle employee stock option exercises with authorized but unissued shares of Darden common stock.

As of May 26, 2024, there was \$4.8 million of unrecognized compensation cost related to unvested stock options granted under our stock plans. This cost is expected to be recognized over a weighted-average period of 2.3 years. The total fair value of stock options that vested during fiscal 2024 was \$6.8 million.

Restricted stock and RSUs are granted at a value equal to the market price of our common stock on the date of grant, and are amortized over their service periods which generally range from one to three years. Restrictions with regard to restricted stock and RSUs lapse at the end of their service periods at which time employees receive unrestricted shares of Darden stock.

The following table presents a summary of our RSU activity as of and for the fiscal year ended May 26, 2024:

	Shares (in millions)	Weighted-Average Grant Date Fair Value Per Share
Outstanding beginning of period	0.28	\$109.70
Shares granted	0.08	163.69
Shares vested	(0.10)	88.11
Shares canceled	—	—
Outstanding end of period	0.26	\$132.38

As of May 26, 2024, there was \$8.0 million of unrecognized compensation cost related to unvested RSUs granted under our stock plans. This cost is expected to be recognized over a weighted-average period of 1.8 years. The total fair value of RSUs that vested during fiscal 2024, 2023 and 2022 was \$7.9 million, \$6.6 million and \$7.0 million, respectively.

Darden stock units are granted at a value equal to the market price of our common stock on the date of grant and will be settled in cash at the end of their vesting periods, which typically range from three to five years, at the then market price of our common stock. Compensation expense is measured based on the market price of our common stock each period, is amortized over the vesting period and the vested portion is carried as a liability on our accompanying consolidated balance sheets. We also enter into equity forward contracts to hedge the risk of changes in future cash flows associated with the unvested Darden stock units granted (see Note 8 for additional information).

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The following table presents a summary of our Darden stock unit activity as of and for the fiscal year ended May 26, 2024:

(All units settled in cash)	Units (in millions)	Weighted-Average Fair Value Per Unit
Outstanding beginning of period	0.81	\$161.28
Units granted	0.16	167.13
Units vested	(0.17)	168.85
Units canceled	(0.04)	131.00
Outstanding end of period	0.76	\$147.60

As of May 26, 2024, our total Darden stock unit liability was \$75.9 million, including \$37.4 million recorded in other current liabilities and \$38.5 million recorded in other liabilities on our consolidated balance sheets. As of May 28, 2023, our total Darden stock unit liability was \$79.2 million, including \$22.9 million recorded in other current liabilities and \$56.3 million recorded in other liabilities on our consolidated balance sheets.

Based on the value of our common stock as of May 26, 2024, there was \$29.9 million of unrecognized compensation cost related to Darden stock units granted under our incentive plans. This cost is expected to be recognized over a weighted-average period of 2.1 years but the amount that vests is ultimately dependent on the value of Darden stock at the vesting date. The total fair value of Darden stock units that vested during fiscal 2024 was \$28.8 million.

Relative total shareholder return PRSUs are equity-settled awards that vest over the service period which ranges from three to four years, and the number of units that actually vest is determined based on the achievement of performance criteria set forth in the award agreement. The awards vest based on the achievement of market-based targets, are measured based on estimated fair value as of the date of grant using a Monte Carlo simulation, and are amortized over the service period. Additionally, under special circumstances, Darden grants equity-settled PRSUs which are earned based on specific performance criteria. These PRSUs are measured based on a value equal to the market price of our common stock on the date of grant, and are amortized over the service periods which generally range from three to four years.

The weighted-average grant date fair value of equity-settled PRSUs and the related assumptions used in the Monte Carlo simulation to record stock-based compensation are as follows:

	Granted in Fiscal Year Ended		
	May 26, 2024	May 28, 2023	May 29, 2022
Dividend yield (1)	0.0 %	0.0 %	0.0 %
Expected volatility of stock	32.3 %	55.5 %	53.4 %
Risk-free interest rate	4.5 %	2.9 %	0.4 %
Expected option life (in years)	2.9	2.8	2.8
Weighted-average grant date fair value per unit	\$ 217.11	\$ 137.73	\$ 172.34

(1) Assumes a reinvestment of dividends.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

The following table presents a summary of our equity-settled PRSU activity as of and for the fiscal year ended May 26, 2024:

	Units (in millions)	Weighted-Average Grant Date Fair Value Per Unit
Outstanding beginning of period	0.36	\$123.45
Units granted	0.09	217.11
Units granted performance impact	0.07	83.46
Units vested	(0.16)	89.54
Units canceled	(0.01)	181.92
Outstanding end of period	0.35	\$152.39

As of May 26, 2024, there was \$9.8 million of unrecognized compensation cost related to unvested equity-settled PRSUs granted under our stock plans. This cost is expected to be recognized over a weighted-average period of 2.2 years. The total fair value of equity-settled PRSUs that vested during fiscal 2024 was \$13.6 million.

We maintain an Employee Stock Purchase Plan to provide eligible employees who have completed one year of service (excluding certain employees who are employed less than full time or own 5.0 percent or more of our capital stock or that of any subsidiary) an opportunity to invest up to \$5.0 thousand per calendar quarter to purchase shares of our common stock, subject to certain limitations. Under the plan, up to an aggregate of 6.2 million shares are available for purchase by employees at a purchase price that is 85.0 percent of the fair market value of our common stock on either the first or last trading day of each calendar quarter, whichever is lower. Cash received from employees pursuant to the plan during fiscal 2024, 2023 and 2022 was \$11.8 million, \$11.2 million and \$10.5 million, respectively. Shares issued to employees under the Employee Stock Purchase Plan during fiscal 2024, 2023 and 2022 were 0.1 million.

NOTE 16 - COMMITMENTS AND CONTINGENCIES

As collateral for performance on contracts and as credit guarantees to banks and insurers, we were contingently liable for guarantees of subsidiary obligations under standby letters of credit. At May 26, 2024 and May 28, 2023, we had \$79.5 million and \$85.3 million, respectively, of standby letters of credit related to workers' compensation and general liabilities accrued in our consolidated financial statements. At May 26, 2024 and May 28, 2023, we had \$16.8 million and \$15.2 million, respectively, of surety bonds related to other payments. Most surety bonds are renewable annually.

At May 26, 2024 and May 28, 2023, we had \$71.0 million and \$82.0 million, respectively, of guarantees associated with leased properties that have been assigned to third parties, primarily related to the disposition of Red Lobster in fiscal 2015. These amounts represent the maximum potential amount of future payments under the guarantees. The fair value of the maximum potential payments discounted at our weighted-average cost of capital at May 26, 2024 and May 28, 2023, amounted to \$57.7 million and \$68.4 million, respectively. In the event of default by a third party, the indemnity and default clauses in our assignment agreements govern our ability to recover from and pursue the third party for damages incurred as a result of its default. We do not hold any third-party assets as collateral related to these assignment agreements, except to the extent that the assignment allows us to repossess the building and personal property. The liability recorded for our expected credit losses under these leases as of May 26, 2024 was \$10.6 million. These guarantees expire over their respective lease terms, which range from fiscal 2025 through fiscal 2034.

We are subject to private lawsuits, administrative proceedings and claims that arise in the ordinary course of our business. A number of these lawsuits, proceedings and claims may exist at any given time. These matters typically involve claims from guests, employees and others related to operational issues common to the restaurant industry, and can also involve infringement of, or challenges to, our trademarks. While the resolution of a lawsuit, proceeding or claim may have an impact on our financial results for the period in which it is resolved, we believe that the final disposition of the lawsuits, proceedings and claims in which we are currently involved, either individually or in the aggregate, will not have a material adverse effect on our financial position, results of operations or liquidity.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 17 - SUBSEQUENT EVENTS

On July 17, 2024, we entered into an agreement to acquire all of the outstanding shares of Chuy's Holdings, Inc.(Chuy's Holdings), a Delaware corporation, for \$37.50 per share in an all-cash transaction with an enterprise value of approximately \$605 million. Chuy's Holdings is the owner and operator of restaurants under the Chuy's Fine Tex-Mex ® (Chuy's) trademark. The transaction has been approved by our Board of Directors and is subject to the satisfaction of customary closing conditions, including, among others, the expiration or termination of the applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976. The acquisition is expected to be completed in the second quarter of fiscal 2025 and will be funded through one or more new debt issuances.

On June 19, 2024, the Board of Directors declared a cash dividend of \$1.40 per share to be paid August 1, 2024 to all shareholders of record as of the close of business on July 10, 2024.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There were no changes in or disagreements with accountants on accounting and financial disclosure requiring disclosure under this Item.

Item 9A. CONTROLS AND PROCEDURES

Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the Exchange Act) as of May 26, 2024, the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of May 26, 2024.

During the fiscal quarter ended May 26, 2024, there were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

The annual report of our management on internal control over financial reporting, and the audit report of KPMG LLP, our independent registered public accounting firm, regarding our internal control over financial reporting are included in this Annual Report under the caption “Item 8 - Financial Statements and Supplementary Data.”

Item 9B. OTHER INFORMATION

During the quarter ended May 26, 2024, no director or officer adopted, modified, or terminated any Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement, as such terms are defined in Item 408(a) of Regulation S-K.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information contained in the sections entitled “Executive Officers of the Registrant,” “Proposal 1 – Election of Nine Directors From the Named Director Nominees,” “Meetings of the Board of Directors and Its Committees,” “Corporate Governance and Board Administration” and “Insider Trading Policy Statement” in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders is incorporated herein by reference.

All of our employees are subject to Darden’s Code of Conduct (Employee Code of Conduct). We also have a Code of Ethics for CEO and Senior Financial Officers (CEO and Senior Financial Officer Code of Ethics) that highlights specific responsibilities of our CEO and senior financial officers. We also have a Code of Business Conduct and Ethics for members of the Board of Directors (the Board Code of Conduct, and together with the Employee Code of Conduct and the CEO and Senior Financial Officer Code of Ethics, our Codes of Business Conduct and Ethics). These documents are posted on our internet website at www.darden.com and are available in print free of charge to any shareholder who requests them. We will disclose any amendments to or waivers of these Codes of Business Conduct and Ethics for directors, executive officers or Senior Financial Officers on our website.

We also have adopted a set of Corporate Governance Guidelines and charters for all of our Board committees: the Audit Committee, which was established in accordance with Section 5(a)(58)(A) of the Exchange Act, Compensation Committee, Nominating and Governance Committee and Finance Committee. The Corporate Governance Guidelines and committee charters are available on our website at www.darden.com under the Investors - Governance tab and in print free of charge to any shareholder who requests them. Written requests for our Code of Business Conduct and Ethics, Corporate Governance Guidelines and committee charters should be addressed to Darden Restaurants, Inc., 1000 Darden Center Drive, Orlando, Florida 32837, Attention: Corporate Secretary.

Item 11. EXECUTIVE COMPENSATION

The information contained in the sections entitled “Director Compensation,” “Executive Compensation,” “Compensation Discussion and Analysis,” “Compensation Committee Report,” “Compensation Committee Interlocks and Insider Participation” and “Corporate Governance and Board Administration” in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders is incorporated herein by reference.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information contained in the sections entitled “Stock Ownership of Principal Shareholders,” “Stock Ownership of Management” and “Equity Compensation Plan Information” in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders is incorporated herein by reference.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information contained in the sections entitled “Meetings of the Board of Directors and Its Committees” and “Corporate Governance and Board Administration” in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders is incorporated herein by reference.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information contained in the section entitled “Independent Registered Public Accounting Firm Fees and Services” in our definitive Proxy Statement for our 2024 Annual Meeting of Shareholders is incorporated herein by reference.

PART IV

Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report:

1. Financial Statements:

All financial statements. See Index to Consolidated Financial Statements in Item 8 of this Annual Report on Form 10-K.

2. Financial Statement Schedules:

Not applicable.

3. Exhibits:

The exhibits listed in the accompanying Exhibit Index are filed as part of this Form 10-K and incorporated herein by reference. Pursuant to Item 601(b)(4)(iii) of Regulation S-K, copies of certain instruments defining the rights of holders of certain of our long-term debt are not filed, and in lieu thereof, we agree to furnish copies thereof to the Securities and Exchange Commission upon request. The Exhibit Index specifically identifies with an asterisk each management contract or compensatory plan or arrangement required to be filed as an exhibit to this Form 10-K. We will furnish copies of any exhibit listed on the Exhibit Index upon request upon the payment of a reasonable fee to cover our expenses in furnishing such exhibits.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: July 19, 2024

DARDEN RESTAURANTS, INC.

By: /s/ Ricardo Cardenas

Ricardo Cardenas, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Ricardo Cardenas</u> Ricardo Cardenas	Director, President and Chief Executive Officer (Principal executive officer)	July 19, 2024
<u>/s/ Rajesh Vennam</u> Rajesh Vennam	Senior Vice President, Chief Financial Officer (Principal financial officer)	July 19, 2024
<u>/s/ John W. Madonna</u> John W. Madonna	Senior Vice President, Corporate Controller (Principal accounting officer)	July 19, 2024
<u>/s/ Margaret Shan Atkins*</u> Margaret Shan Atkins	Director	
<u>/s/ Juliana L. Chugg*</u> Juliana L. Chugg	Director	
<u>/s/ James P. Fogarty*</u> James P. Fogarty	Director	
<u>/s/ Cynthia T. Jamison*</u> Cynthia T. Jamison	Director and Chair of the Board	
<u>/s/ Nana Mensah*</u> Nana Mensah	Director	
<u>/s/ William S. Simon*</u> William S. Simon	Director	
<u>/s/ Charles M. Sonsteby*</u> Charles M. Sonsteby	Director	
<u>/s/ Timothy J. Wilmott*</u> Timothy J. Wilmott	Director	

*By: /s/ Anthony G. Morrow
Anthony G. Morrow, Attorney-In-Fact
July 19, 2024

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Title</u>
2.1	<u>Agreement and Plan of Merger, dated as of May 2, 2023, by and among Darden Restaurants, Inc., Ruby Acquisition Corporation and Ruth's Hospitality Group, Inc. (incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K filed May 3, 2023).</u>
2.2	<u>Agreement and Plan of Merger, dated as of July 17, 2024, by and among Darden Restaurants, Inc., Cheetah Merger Sub Inc. and Chuy's Holdings, Inc. (incorporated by reference to Exhibit 2.1 to our Current Report on Form 8-K filed July 17, 2024).</u>
3.1	<u>Amended and Restated Articles of Incorporation effective June 29, 2016 (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K filed July 5, 2016).</u>
3.2	<u>Bylaws as amended effective June 18, 2024 (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K filed June 20, 2024).</u>
4.1	<u>Indenture dated as of January 1, 1996, between Darden Restaurants, Inc. and Computershare Trust Company, National Association, as successor Trustee (incorporated by reference to Exhibit 4.1 to our Registration Statement on Form S-3 (Commission File No. 333-146582) filed October 9, 2007).</u>
4.2	<u>Officers' Certificate and Authentication Order, dated August 9, 2005, for the 6.000% Senior Notes due 2035 (which includes the form of Note) issued pursuant to the Indenture dated as of January 1, 1996, between Darden Restaurants, Inc. and Computershare Trust Company, National Association, as successor Trustee (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K filed August 11, 2005).</u>
4.3	<u>Officers' Certificate and Authentication Order, dated October 10, 2007, for the 6.800% Senior Notes due 2037 (which includes the form of Note) issued pursuant to the Indenture dated as of January 1, 1996, between Darden Restaurants, Inc. and Computershare Trust Company, National Association, as successor Trustee (incorporated by reference to Exhibit 4.3 to our Current Report on Form 8-K filed October 16, 2007).</u>
4.4	<u>Officers' Certificate and Authentication Order dated April 18, 2017 for the 3.850% Senior Notes due 2027 (which includes the form of Note) issued pursuant to the Indenture dated as of January 1, 1996, between Darden Restaurants, Inc. and Computershare Trust Company, National Association, as successor Trustee (incorporated by reference to Exhibit 4.1 to our Amendment to Current Report on Form 8-K/A filed April 18, 2017).</u>
4.5	<u>First Supplemental Indenture dated as of February 20, 2018 to the Indenture dated as of January 1, 1996, between Darden Restaurants, Inc. and Computershare Trust Company, National Association, as successor Trustee (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K filed February 22, 2018).</u>
4.6	<u>Officers' Certificate and Authentication Order dated February 22, 2018 for the 4.550% Senior Notes due 2048 (which includes the form of Note) issued pursuant to the Indenture dated as of January 1, 1996, as amended and supplemented by the First Supplemental Indenture dated as of February 20, 2018 between Darden Restaurants, Inc. and Computershare Trust Company, National Association, as successor Trustee (incorporated by reference to Exhibit 4.1 to our Amendment to Current Report on Form 8-K/A filed February 22, 2018).</u>
4.7	<u>Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 (incorporated by reference to Exhibit 4.7 to our Annual Report on Form 10-K for the fiscal year ended May 26, 2019).</u>
4.8	<u>Second Supplemental Indenture, dated October 4, 2023, among the Company, Computershare Trust Company, National Association, as successor Trustee, and U.S. Bank Trust Company, National Association, as Trustee for Notes (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K filed October 10, 2023).</u>
4.9	<u>Officers' Certificate and Authentication Order, dated October 10, 2023, for the 6.300% Senior Notes due 2033 (which includes the form of Note) issued pursuant to the Indenture dated as of January 1, 1996, as amended and supplemented by the First Supplemental Indenture, dated as of February 20, 2018, between Darden Restaurants, Inc. and Computershare Trust Company, National Association, as successor Trustee (the Base Trustee), as amended and supplemented by the Second Supplemental Indenture, dated as of October 4, 2023, among the Company, the Base Trustee and U.S. Bank Trust Company, National Association, as a successor Trustee with respect to the Notes (incorporated by reference to Exhibit 4.2 to our Current Report on Form 8-K filed October 10, 2023).</u>
*10.1	<u>Darden Restaurants, Inc. 2002 Stock Incentive Plan, as amended (incorporated by reference to Exhibit 10 to our Current Report on Form 8-K filed September 20, 2013).</u>
*10.2	<u>Form of Non-Qualified Stock Option Award Agreement under the Darden Restaurants, Inc. 2002 Stock Incentive Plan, as amended (incorporated by reference to Exhibit 10(o) to our Annual Report on Form 10-K for the fiscal year ended May 31, 2009).</u>

- *10.3 [Form of annual Non-employee Director Restricted Stock Units Award Agreement under the Darden Restaurants, Inc. 2002 Stock Incentive Plan, as amended \(incorporated by reference to Exhibit 10\(mm\) to our Annual Report on Form 10-K for the fiscal year ended May 31, 2015\).](#)
- *10.4 [Form of initial Non-employee Director Restricted Stock Units Award Agreement under the Darden Restaurants, Inc. 2002 Stock Incentive Plan, as amended \(incorporated by reference to Exhibit 10\(nn\) to our Annual Report on Form 10-K for the fiscal year ended May 31, 2015\).](#)
- *10.5 [Form of quarterly Non-employee Director Restricted Stock Units Award Agreement under the Darden Restaurants, Inc. 2002 Stock Incentive Plan, as amended \(incorporated by reference to Exhibit 10\(oo\) to our Annual Report on Form 10-K for the fiscal year ended May 31, 2015\).](#)
- *10.6 [Form of Change in Control Agreement \(incorporated by reference to Exhibit 10\(rr\) to our Annual Report on Form 10-K for the fiscal year ended May 31, 2015\).](#)
- *10.7 [Form of Non-Qualified Stock Option Agreement under the Darden Restaurants, Inc. 2002 Stock Incentive Plan, as amended \(incorporated by reference to Exhibit 10.12 to our Quarterly Report on Form 10-Q for the fiscal quarter ended August 30, 2015\).](#)
- *10.8 [Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed September 22, 2015\).](#)
- *10.9 [Form of Nonqualified Stock Option Award Agreement under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.13 to our Quarterly Report on Form 10-Q for the fiscal quarter ended August 30, 2015\).](#)
- *10.10 [Form of Restricted Stock Unit Award Agreement for Non-Employee Directors \(Quarterly Grant in Lieu of Cash Retainer\) under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.14 to our Quarterly Report on Form 10-Q for the fiscal quarter ended August 30, 2015\).](#)
- *10.11 [Form of Restricted Stock Unit Award Agreement for Non-Employee Directors under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.15 to our Quarterly Report on Form 10-Q for the fiscal quarter ended August 30, 2015\).](#)
- *10.12 [Form of Nonqualified Stock Option Award Agreement under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.54 to our Annual Report on Form 10-K for the fiscal year ended May 29, 2016\).](#)
- *10.13 [Form of Restricted Stock Unit Award Agreement for Non-Employee Directors under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.58 to our Annual Report on Form 10-K for the fiscal year ended May 29, 2016\).](#)
- *10.14 [Form of Nonqualified Stock Option Award Agreement under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.40 to our Annual Report on Form 10-K for the fiscal year ended May 28, 2017\).](#)
- *10.15 [Form of Restricted Stock Unit Award Agreement for Non-Employee Directors under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.44 to our Annual Report on Form 10-K for the fiscal year ended May 28, 2017\).](#)
- *10.16 [Amendment to Darden Restaurants, Inc. 2015 Omnibus Incentive Plan, adopted May 23, 2018 \(incorporated by reference to Exhibit 10.34 to our Annual Report on Form 10-K for the fiscal year ended May 27, 2018\).](#)
- *10.17 [RARE Hospitality International, Inc. Deferred Compensation Plan, as amended and restated effective as of January 1, 2009 \(incorporated by reference to Exhibit 10.36 to our Annual Report on Form 10-K for the fiscal year ended May 27, 2018\).](#)
- *10.18 [Amendment to the RARE Hospitality Management \[sic\], Inc. Deferred Compensation Plan, effective July 28, 2014 \(incorporated by reference to Exhibit 10.37 to our Annual Report on Form 10-K for the fiscal year ended May 27, 2018\).](#)
- *10.19 [Second Amendment to the RARE Hospitality International, Inc. Deferred Compensation Plan \(as amended and restated effective January 1, 2009\), effective as of June 1, 2019 \(incorporated by reference to Exhibit 10.42 to our Annual Report on Form 10-K for the fiscal year ended May 26, 2019\).](#)
- *10.20 [Form of Performance Stock Unit Award Agreement \(United States\) under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.43 to our Annual Report on Form 10-K for the fiscal year ended May 31, 2020\).](#)
- *10.21 [Form of Nonqualified Stock Option Award Agreement under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.44 to our Annual Report on Form 10-K for the fiscal year ended May 31, 2020\).](#)

*10.22	Form of Restricted Stock Unit Award Agreement under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.45 to our Annual Report on Form 10-K for the fiscal year ended May 31, 2020).
*10.23	Form of Performance Stock Unit Award Agreement (United States) under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.47 to our Quarterly Report on Form 10-Q for fiscal quarter ended August 30, 2020).
*10.24	Form of Performance Stock Unit Award Agreement (United States) under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.43 to our Annual Report on Form 10-K for the fiscal year ended May 30, 2021).
*10.25	Darden Restaurants, Inc. Annual Incentive Plan, amended and restated effective as of May 31, 2021 (incorporated by reference to Exhibit 10.45 to our Annual Report on Form 10-K for the fiscal year ended May 30, 2021).
*10.26	Darden Restaurants, Inc. FlexComp Plan, amended and restated effective June 1, 2021 (incorporated by reference to Exhibit 10.39 to our Annual Report on Form 10-K for the fiscal year ended May 29, 2022).
*10.27	Form of Restricted Stock Unit Award Agreement (United States) under the Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.41 to our Annual Report on Form 10-K for the fiscal year ended May 29, 2022).
10.28	Revolving Credit Agreement, dated as of October 23, 2023, among Darden Restaurants, Inc., certain lenders party thereto and Bank of America, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed October 24, 2023).
*10.29	Form of Restricted Stock Unit Award Agreement For Non-Employee Directors under the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan.
*10.30	Form of Restricted Stock Unit Award Agreement For Non-Employee Directors (Quarterly Grant in Lieu of Cash Retainer) under the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan.
*10.31	Form of FY 20[___] Performance Stock Unit Award Agreement (United States) under the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan.
*10.32	Form of FY 20[___] Restricted Stock Unit Award Agreement (United States) under the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan.
*10.33	Form of FY 20[___] Nonqualified Stock Option Award Agreement under the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan.
*10.34	Amended and Restated Darden Restaurants, Inc. Benefits Trust Grantor Trust Agreement, dated as of May 15, 2024, by and between Darden Restaurants, Inc. and Delaware Charter Guarantee & Trust Company.
*10.35	Amended and Restated RARE Hospitality International, Inc. Deferred Compensation Plan Trust Grantor Trust Agreement, dated as of May 15, 2024, by and between Darden Restaurants, Inc. and Delaware Charter Guarantee & Trust Company.
*10.36	First Amendment to the Darden Restaurants, Inc. FlexComp Plan (as amended and restated effective June 1, 2021), effective as of June 1, 2024.
19.1	Darden Restaurants, Inc. Insider Trading Policy
21	Subsidiaries of Darden Restaurants, Inc.
23	Consent of Independent Registered Public Accounting Firm.
24	Power of Attorney.
31(a)	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31(b)	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32(a)	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32(b)	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97.1	Darden Restaurants, Inc. Incentive Compensation Clawback Policy.
101.SCH	XBRL Schema Document
101.CAL	XBRL Calculation Linkbase Document
101.DEF	XBRL Definition Linkbase Document
101.LAB	XBRL Label Linkbase Document

* Items marked with an asterisk are management contracts or compensatory plans or arrangements required to be filed as an exhibit pursuant to Item 15 of Form 10-K and Item 601(b)(10)(iii)(A) of Regulation S-K.

**[AMENDED AND RESTATED]
DARDEN RESTAURANTS, INC.
2015 OMNIBUS INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR NON-EMPLOYEE DIRECTORS**

This Restricted Stock Unit Award Agreement (the “Agreement”) is between Darden Restaurants, Inc., a Florida corporation (the “Company”), and you, a person notified by the Company, and identified in the Company’s records, as the recipient of an Award of Restricted Stock Units during the Company’s fiscal year 20[___]. This Agreement is effective as of the Grant Date communicated to you and set forth in the Company’s records.

The Company wishes to award to you a number of Restricted Stock Units, subject to certain restrictions as provided in this Agreement, in order to carry out the purpose of the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (the “Plan”).

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and you hereby agree as follows:

1. Award of Restricted Stock Units.

The Company hereby grants to you, effective as of the Grant Date, an Award of Restricted Stock Units for that number of Restricted Stock Units communicated to you and set forth in the Company’s records (the “RSUs”), on the terms and conditions set forth in such communication, this Agreement and the Plan. Each RSU represents the right to receive, subject to the vesting provisions set forth below, one share of Stock.

2. Rights with Respect to the RSUs.

The RSUs granted hereunder do not and shall not give you any of the rights and privileges of a shareholder of Stock, other than the right to receive dividends and other distributions as provided in Sections 7(b) and 7(c) hereof. Your rights with respect to the RSUs shall remain forfeitable at all times prior to the date or dates on which such rights become vested, and the restrictions with respect to the RSUs lapse, in accordance with Sections 3 or 4 hereof.

3. Vesting.

Subject to the terms and conditions of this Agreement, the RSUs shall vest, and the restrictions with respect to the RSUs shall lapse, on the completion of a Year of Service. “Year of Service” shall mean the earlier of (i) the first anniversary of the Grant Date or (ii) the date of the Company’s next annual meeting of shareholders, subject to Section 4 of this Agreement.

4. Early Vesting; Forfeiture.

(a) If your service on the Board terminates other than by reason of your death or Disability (as defined below) prior to the vesting of the RSUs pursuant to Section 3 hereof,

your rights to all of the unvested RSUs shall be immediately and irrevocably forfeited.

(b) If your service on the Board terminates due to death prior to the vesting of the RSUs pursuant to Section 3 hereof, then you shall become immediately and unconditionally vested in all RSUs and the restrictions with respect to all RSUs shall lapse on the date of your death. No transfer by will or the Applicable Laws of descent and distribution of any RSUs which vest by reason of your death shall be effective to bind the Company unless the Committee administering the Plan shall have been furnished with written notice of such transfer and a copy of the will or such other evidence as the Committee may deem necessary to establish the validity of the transfer.

(c) If your service on the Board terminates on account of becoming Disabled (as defined below) prior to the vesting of the RSUs pursuant to Section 3 hereof, then you shall become immediately and unconditionally vested in all RSUs and the restrictions with respect to all RSUs shall lapse on the date on which the Committee administering the Plan makes the determination that you are Disabled. For purposes of this Agreement, "Disabled" means you have a disability due to illness or injury which is expected to be permanent in nature and which prevents you from performing the material duties required by your regular occupation, all as determined by the Committee administering the Plan.

5. Restriction on Transfer.

Except as contemplated by Section 4(b) hereof, none of the RSUs may be sold, assigned, transferred, pledged, attached or otherwise encumbered, and no attempt to transfer the RSUs, whether voluntary or involuntary, by operation of law or otherwise, shall vest the transferee with any interest or right in or with respect to the RSUs.

6. Settlement of RSUs.

No shares of Stock shall be issued to you prior to the date on which the RSUs vest, in accordance with the terms and conditions communicated to you and set forth herein. After the RSUs vest pursuant to Sections 3 or 4 hereof, the Company shall promptly, but no later than 30 days following the applicable vesting date, cause to be issued in your name one share of Stock for each RSU and pay to you any accumulated distributions pursuant to Sections 7(b) and (c) hereof. Notwithstanding the foregoing, you may elect to defer the settlement of the RSUs (and any accumulated distributions) beyond the vesting date of the RSUs. Any deferral election must be made in compliance with such rules and procedures as may be established by the Committee administering the Plan.

7. Distributions and Adjustments.

(a) On the date on which shares of Stock under Section 6 are delivered to you (or your beneficiary or, if none, your estate in the event of your death), the Company shall also deliver to you (or your beneficiary or, if none, your estate in the event of your death) the number of additional shares of Stock, the number of any other securities of the Company and the value or actual issuance of any other property (in each case as determined by the Committee) (except for cash dividends and other cash distributions), in

each case that the Company would have distributed to you during the period commencing on the Grant Date and ending on the applicable settlement date of the RSUs in respect of the shares of Stock that are being delivered to you under Section 6 had such shares been issued to you on the Grant Date, without interest. Any such accumulated distributions shall be distributed to you in accordance with Section 6 hereof. If the RSUs are forfeited prior to vesting, any accumulated distributions payable in respect of such RSUs shall also be forfeited.

(b) As soon as reasonably practicable after the date on which the RSUs vest pursuant to Sections 3 or 4 hereof, the Company shall make a cash payment to you (or your beneficiary or, if none, your estate in the event of your death) with respect to each RSU equal to the aggregate per share amount of cash dividends and other cash distributions that the Company declared with respect to the Stock having a record date on or after the Grant Date and before the applicable vesting date of the RSUs, without interest. If the RSUs are forfeited prior to vesting, any accumulated cash dividends or other cash distributions payable in respect of such RSUs shall also be forfeited.

(c) From and after the date on which the RSUs vest pursuant to Sections 3 or 4 hereof until the date on which shares of Stock under Section 6 are delivered to you (or your beneficiary or, if none, your estate in the event of your death), each time the Company declares any cash dividend or other cash distribution with respect to the Stock having a record date on or after the applicable vesting date of the RSUs and before the applicable settlement date of the RSUs, the Company shall make an equivalent cash payment to you (or your beneficiary or, if none, your estate in the event of your death) with respect to each RSU equal to the per share amount of any such cash dividend or other cash distribution, payable as soon as reasonably practicable after the payment date of such cash dividend or other cash distribution, without interest.

(d) In the event that the Committee administering the Plan shall determine that any dividend or other distribution (whether in the form of cash, shares of Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company or other similar corporate transaction or event affects the Stock such that an adjustment of the RSUs is determined by the Committee administering the Plan to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement, then the Committee shall, in such manner as it may deem equitable, in its sole discretion, adjust any or all of the number and type of shares subject to the RSUs.

8. General Provisions

(a) Interpretations. This Agreement is subject in all respects to the terms of the Plan. A copy of the Plan is available upon your request. Terms used herein which are defined in the Plan shall have the respective meanings given to such terms in the Plan, unless otherwise defined herein. In the event that any provision of this Agreement is

inconsistent with the terms of the Plan, the terms of the Plan shall govern. Any question of administration or interpretation arising under this Agreement shall be determined by the Committee administering the Plan, and such determination shall be final, conclusive and binding upon all parties in interest.

(b) No Right to Board Service. Nothing in this Agreement or the Plan shall be construed as giving you the right to continue to serve on the Board.

(c) Securities Matters. The Company shall not be required to deliver any shares of Stock until the requirements of any federal or state securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.

(d) Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

(e) Arbitration. The parties agree that any dispute between the parties regarding this Agreement shall be submitted to binding arbitration in Orlando, Florida.

(f) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida (without giving effect to the conflict of law principles thereof). Subject to Section 8(e) hereof, you agree that the state and federal courts of Florida shall have jurisdiction over any litigation between you and the Company regarding this Agreement, and you expressly submit to the exclusive jurisdiction and venue of the federal and state courts sitting in Orange County, Florida.

(g) Notices. You should send all written notices regarding this Agreement or the Plan to the Company at the following address:

Darden Restaurants, Inc.
Vice President, Compensation
1000 Darden Center Drive
Orlando, FL 32837
LTI@darden.com

(h) Award Agreement and Related Documents. This Restricted Stock Unit Award Agreement shall have no force or effect unless you have been notified by the Company, and identified in the Company's records, as the recipient of a Restricted Stock Unit Award grant. You are not required to execute this Agreement, but you will have 60 days from the Grant Date to notify the Company of any issues regarding the terms and conditions of this Agreement; otherwise, you will be deemed to agree with them. In connection with your Restricted Stock Unit grant and this Agreement, the following additional documents were made available to you electronically, and paper copies are available on request directed to the Company's Compensation Department: (i) the Plan; and (ii) a Prospectus relating to the Plan.

**[AMENDED AND RESTATED]
DARDEN RESTAURANTS, INC.
2015 OMNIBUS INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR NON-EMPLOYEE DIRECTORS (QUARTERLY GRANT IN LIEU OF CASH RETAINER)**

This Restricted Stock Unit Award Agreement (the “Agreement”) is between Darden Restaurants, Inc., a Florida corporation (the “Company”), and you, a person notified by the Company, and identified in the Company’s records, as the recipient of an Award of Restricted Stock Units during the Company’s fiscal year 20[___]. This Agreement is effective as of the Grant Date communicated to you and set forth in the Company’s records.

The Company wishes to award to you a number of Restricted Stock Units, subject to certain restrictions as provided in this Agreement, in order to carry out the purpose of the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (the “Plan”).

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and you hereby agree as follows:

1. Award of Restricted Stock Units.

The Company hereby grants to you, effective as of the Grant Date, an Award of Restricted Stock Units for that number of Restricted Stock Units communicated to you and set forth in the Company’s records (the “RSUs”), on the terms and conditions set forth in such communication, this Agreement and the Plan. Each RSU represents the right to receive one share of Stock.

2. Rights with Respect to the RSUs.

The RSUs granted hereunder do not and shall not give you any of the rights and privileges of a shareholder of Stock, other than the right to receive dividends and other distributions as provided in Sections 6(b) and 6(c) hereof.

3. Vesting.

The RSUs shall be fully vested on the Grant Date.

4. Restriction on Transfer.

No transfer by will or the Applicable Laws of descent and distribution of any RSUs shall be effective to bind the Company unless the Committee administering the Plan shall have been furnished with written notice of such transfer and a copy of the will or such other evidence as the Committee may deem necessary to establish the validity of the transfer. Except as contemplated by the preceding sentence, none of the RSUs may be sold, assigned, transferred, pledged, attached or otherwise encumbered, and no attempt to transfer the RSUs, whether voluntary or

involuntary, by operation of law or otherwise, shall vest the transferee with any interest or right in or with respect to the RSUs.

5. Settlement of RSUs.

The Company shall promptly, but no later than 30 days following the Grant Date, cause to be issued in your name one share of Stock for each RSU and pay to you any accumulated distributions pursuant to Sections 6(b) and (c) hereof. Notwithstanding the foregoing, you may elect to defer the settlement of the RSUs (and any accumulated distributions) beyond the Grant Date. Any deferral election must be made in compliance with such rules and procedures as may be established by the Committee administering the Plan.

6. Distributions and Adjustments.

(a) On the date on which shares of Stock under Section 5 are delivered to you (or your beneficiary or, if none, your estate in the event of your death), the Company shall also deliver to you (or your beneficiary or, if none, your estate in the event of your death) the number of additional shares of Stock, the number of any other securities of the Company and the value or actual issuance of any other property (in each case as determined by the Committee) (except for cash dividends and other cash distributions), in each case that the Company would have distributed to you during the period commencing on the Grant Date and ending on the applicable settlement date of the RSUs in respect of the shares of Stock that are being delivered to you under Section 5 had such shares been issued to you on the Grant Date, without interest. Any such accumulated distributions shall be distributed to you in accordance with Section 5 hereof.

(b) From and after the Grant Date until the date on which shares of Stock under Section 5 are delivered to you (or your beneficiary or, if none, your estate in the event of your death), each time the Company declares any cash dividend or other cash distribution with respect to the Stock having a record date on or after the Grant Date and before the applicable settlement date of the RSUs, the Company shall make an equivalent cash payment to you (or your beneficiary or, if none, your estate in the event of your death) with respect to each RSU equal to the per share amount of any such cash dividend or other cash distribution, payable as soon as reasonably practicable after the payment date of such cash dividend or other cash distribution, without interest.

(c) In the event that the Committee administering the Plan shall determine that any dividend or other distribution (whether in the form of cash, shares of Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company or other similar corporate transaction or event affects the Stock such that an adjustment of the RSUs is determined by the Committee administering the Plan to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement, then the Committee shall, in such manner as it may deem equitable, in its sole discretion, adjust any or all of the number and type of shares subject to the RSUs.

7. General Provisions

(a) Interpretations. This Agreement is subject in all respects to the terms of the Plan. A copy of the Plan is available upon your request. Terms used herein which are defined in the Plan shall have the respective meanings given to such terms in the Plan, unless otherwise defined herein. In the event that any provision of this Agreement is inconsistent with the terms of the Plan, the terms of the Plan shall govern. Any question of administration or interpretation arising under this Agreement shall be determined by the Committee administering the Plan, and such determination shall be final, conclusive and binding upon all parties in interest.

(b) No Right to Board Service. Nothing in this Agreement or the Plan shall be construed as giving you the right to continue to serve on the Board.

(c) Securities Matters. The Company shall not be required to deliver any shares of Stock until the requirements of any federal or state securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.

(d) Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

(e) Arbitration. The parties agree that any dispute between the parties regarding this Agreement shall be submitted to binding arbitration in Orlando, Florida.

(f) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida (without giving effect to the conflict of law principles thereof). Subject to Section 7(e), you agree that the state and federal courts of Florida shall have jurisdiction over any litigation between you and the Company regarding this Agreement, and you expressly submit to the exclusive jurisdiction and venue of the federal and state courts sitting in Orange County, Florida.

(g) Notices. You should send all written notices regarding this Agreement or the Plan to the Company at the following address:

Darden Restaurants, Inc.
Vice President, Compensation
1000 Darden Center Drive
Orlando, FL 32837
LTI@darden.com

(h) Award Agreement and Related Documents. This Restricted Stock Unit Award Agreement shall have no force or effect unless you have been notified by the Company, and identified in the Company's records, as the recipient of a Restricted Stock Unit Award grant. You are not required to execute this Agreement, but you will have 60 days from the Grant Date to notify the Company of any issues regarding the terms and conditions of this Agreement; otherwise, you will be deemed to agree with them. In connection with your Restricted Stock Unit grant and this Agreement, the following additional documents were made available to you electronically, and paper copies are available on request directed to the Company's Compensation Department: (i) the Plan; and (ii) a Prospectus relating to the Plan.

**[AMENDED AND RESTATED]
DARDEN RESTAURANTS, INC.
2015 OMNIBUS INCENTIVE PLAN**

**FY 20[] PERFORMANCE STOCK UNIT AWARD AGREEMENT
(United States)**

This Performance Stock Unit Award Agreement (the “Agreement”) is between Darden Restaurants, Inc., a Florida corporation (the “Company”), and you, a person notified by the Company, and identified in the Company’s records, as the recipient of an Award of performance-based Restricted Stock Units (“Performance Stock Units”) during the Company’s fiscal year 20[]. This Agreement is effective as of the Grant Date communicated to you and set forth in the Company’s records.

The Company wishes to award to you Performance Stock Units representing the opportunity to earn shares of Stock, subject to the terms and conditions set forth in this Agreement, in order to carry out the purpose of the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (the “Plan”).

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and you hereby agree as follows:

1. Award of Performance Stock Units

The Company hereby grants to you, effective as of the Grant Date, an Award of Performance Stock Units for that number of Performance Stock Units communicated to you and set forth in the Company’s records (the “PSUs”), on the terms and conditions set forth in such communication, this Agreement and the Plan. Each PSU represents the right to receive one share of Stock, subject to the terms and conditions set forth herein.

2. Rights with Respect to the PSUs

The PSUs granted hereunder do not and shall not give you any of the rights and privileges of a shareholder of Stock. Your rights with respect to the PSUs shall remain forfeitable at all times prior to the date or dates on which such rights become vested, and the restrictions with respect to the PSUs lapse, in accordance with Sections 3 or 4 hereof. Your right to receive cash payments and other distributions with respect to the PSUs is more particularly described in Sections 7(b) and (c) hereof.

3. Vesting

(a) Subject to the terms and conditions of this Agreement, including the clawback and forfeiture provisions under Section 6 and Section 10 below, the Earned PSUs (as defined below), if any, shall vest, and the restrictions with respect to the PSUs shall lapse, on the dates and in the amounts set forth in this Agreement if you remain continuously employed by the Company or an Affiliate until the date you become vested in accordance with the terms and conditions of this Agreement.

(b) The number of PSUs that shall become earned, if any, following the end of the period commencing on [] (the “Commencement Date”) and ending on [] (the “Performance Period”)¹ shall be determined by multiplying the PSUs by the Earned Percentage, calculated as set forth in Exhibit A to this Agreement, and may range from [zero to two hundred percent (200%)] of the PSUs. [Notwithstanding the foregoing, the number of PSUs earned under this Section 3(b) with respect to PSUs settled based on results during the entire Performance Period shall be reduced so that the PSU Ending Value does not exceed [five] times the PSU Grant Value. For purposes of this Section 3(b), (i) the “PSU Grant Value” shall be the number of granted PSUs multiplied by the closing price of the Company’s Common Stock on the Grant Date, and (ii) the “PSU Ending Value” shall be the sum of (A) the earned PSUs calculated as set forth in Exhibit A multiplied by the Closing Average Period Value plus (B) the fair market value as of the last day of the Performance Period of any amounts (without interest) payable in accordance with Sections 7(b) and 7(c) through the last day of the Performance Period; provided, however, that any Common Stock described in this clause (B) shall be valued using the Closing Average Period Value. For purposes of this Section 3(b), the “Closing Average Period Value” means the average closing price of the Company’s Common Stock over the Closing Average Period. Any such reduction shall be rounded down to the nearest whole PSU. The number of earned PSUs determined under this Section 3(b) is referred to below as “Earned PSUs.”]

(c) The Earned PSUs, if any, shall vest as follows: (i) fifty percent (50%) shall vest on the third anniversary of the Grant Date, and (ii) fifty percent (50%) shall vest on the fourth anniversary of the Grant Date (the “End Date”). [Alternative: The Earned PSUs, if any, shall vest one hundred (100%) on the [insert: applicable date].]²

(d) The calculations under this Section 3 shall be made by the Committee following the end of the Performance Period and any vesting resulting from such calculations shall be effective as of the applicable vesting date. Any PSUs that do not vest on a vesting date pursuant to the terms of Section 3 or 4 shall be immediately and irrevocably forfeited, including the right to receive cash payments and other distributions pursuant to Sections 7(b) and (c) hereof, as of such vesting date.

(e) The Committee administering the Plan shall have the authority to make any determinations regarding questions arising from the application of the provisions of this Section 3, which determination shall be final, conclusive and binding on you and the Company.

4. Forfeiture; Early Vesting

If you cease to be employed by the Company or an Affiliate prior to the vesting or forfeiture of the PSUs pursuant to Section 3 hereof, your rights to all of the PSUs shall be immediately and irrevocably forfeited, including the right to receive cash payments and other distributions pursuant to Sections 7(b) and (c) hereof. Notwithstanding the foregoing, the PSUs

¹ **Note to Draft:** The alternative provision is to allow for different lengths of the performance period.

² **Note to Draft:** The alternative provision is to allow for full vesting at the end of the performance period.

shall vest subject to the terms and conditions of this Agreement, including the clawback and forfeiture provisions under Section 6 and Section 10 below:³

(a) If, within two years after the date of the consummation of a Change in Control that occurs after the Grant Date, the Company terminates your employment for any reason other than for Cause (using the standard definition set forth in Section 2.8 of the Plan), death or Disability, or you terminate employment for Good Reason, the Earned Percentage shall be deemed to be one hundred percent (100%) and you shall become immediately and unconditionally vested in all of the Earned PSUs. If you are a person otherwise described in either (i) Sections 4(b) or 4(c) due to having Retired (as defined in Section 4(h) below), (ii) Section 4(d) due to having had an Involuntary Termination (as defined in Section 4(d) below) or (iii) Section 4(f) due to becoming Disabled (as defined in Section 4(f) below), in each case within two years after the date of a Change in Control that occurs after the Grant Date, then you shall be entitled to vested PSUs and Earned Percentage as described in this Section 4(a). Notwithstanding the foregoing, if the termination of employment occurs after the Performance Period has been completed, the Earned Percentage shall be calculated as set forth in Exhibit A to this Agreement.

(b) [Except as otherwise provided in Section 4(a) above, if you have attained at least age 55 and your age and service with the Company or an Affiliate (pursuant to the method for crediting service under the Darden Savings Plan) is equal to or greater than 75 at the time you Retire (as defined under Section 4(h) below) (“Normal Retirement”) prior to the vesting or forfeiture of the PSUs pursuant to Section 3 hereof, then the number of PSUs that become earned shall be determined at the end of the Performance Period in accordance with Section 3(b) hereof, and the Earned PSUs, if any, shall become fully vested [(x)] as of the last day of the Performance Period[if you retire on or prior to the third anniversary of the Grant Date or (y) as of the date of your Normal Retirement if you retire after the third anniversary of the Grant Date].]

(c) [Except as otherwise provided in Section 4(a) above, if you Retire on or after age 55 with ten years of service with the Company or an Affiliate (pursuant to the method for crediting service under the Darden Savings Plan) but before Normal Retirement (“Early Retirement”) prior to the vesting or forfeiture of the PSUs pursuant to Section 3 hereof, then the number of PSUs that become earned shall be determined at the end of the Performance Period in accordance with Section 3(b) hereof, and the Earned PSUs, if any, shall become vested [(x)] as of the last day of the Performance Period[if you retire on or prior to the third anniversary of the Grant Date, or (y) as of the date of your Early Retirement if you retire after the third anniversary of the Grant Date, in each case] on a pro rata basis, determined based on the number of full months of employment completed from the Commencement Date to the date of your Early Retirement divided by the number of full months during the period commencing on the Commencement Date and ending on the End Date.]

³ **Note to Draft:** The intent is for the retirement provisions in Sections 4(b) and (c) to be included in annual grants and to have the flexibility to include or exclude these provisions in off-cycle grants. The CEO has the flexibility, in his sole discretion, to include or exclude Section 4(d).

(d) [Except as otherwise provided in Section 4(a) above, if your employment is involuntarily terminated without Cause (“Involuntary Termination”) prior to the vesting or forfeiture of the PSUs pursuant to Section 3 hereof, then the number of PSUs that become earned shall be determined at the end of the Performance Period in accordance with Section 3(b) hereof, and the Earned PSUs, if any, shall become vested [(x)] as of the last day of the Performance Period[if your Involuntary Termination occurs on or prior to the third anniversary of the Grant Date, or (y) as of the date of your Involuntary Termination if such termination occurs after the third anniversary of the Grant Date, in each case] on a pro rata basis, determined based on the number of full months of employment completed from the Commencement Date to the date of your Involuntary Termination divided by the number of full months during the period commencing on the Commencement Date and ending on the End Date.]

(e) If you terminate employment with the Company or an Affiliate due to death prior to the vesting or forfeiture of the PSUs pursuant to Section 3, the Earned Percentage shall be deemed to be one hundred percent (100%) and you shall become immediately and unconditionally vested in all of the Earned PSUs as of the date of your death. Notwithstanding the foregoing, if the termination of employment occurs after the Performance Period has been completed, the Earned Percentage shall be calculated as set forth in Exhibit A to this Agreement.

(f) Except as otherwise provided in Section 4(a) above, if you terminate employment with the Company or an Affiliate on account of becoming Disabled (as defined below) prior to the vesting or forfeiture of the PSUs pursuant to Section 3 hereof, then the number of PSUs that become earned shall be determined at the end of the Performance Period in accordance with Section 3(b) hereof, and the Earned PSUs, if any, shall become vested [(x)] as of the last day of the Performance Period[if you become Disabled on or prior to the third anniversary of the Grant Date, or (y) as of the date on which you become Disabled if such date occurs after the third anniversary of the Grant Date, in each case] on a pro rata basis, determined based on the number of full months of employment completed from the Commencement Date to the date on which you determined to be Disabled divided by the number of full months during the period commencing on the Commencement Date and ending on the End Date. For purposes of this Agreement, “Disabled” or “Disability” means (i) being treated as disabled under the applicable plan of long-term disability of the Company or an Affiliate; (ii) becoming eligible for disability benefits under the Social Security Act; or (iii) the Company, in its sole discretion, determines you to be “Disabled” for purposes of this Agreement.

(g) For purposes of this Agreement, “Good Reason” means:

(i) without your express written consent, (a) the assignment to you of any duties inconsistent in any substantial respect with your position, authority or responsibilities as in effect during the 90-day period immediately preceding the date of the consummation of a Change in Control or (b) any other substantial adverse change in such position (including titles), authority or responsibilities; or

(ii) a material reduction in your base salary, target annual bonus

opportunity, long-term incentive opportunity or aggregate employee benefits as in effect immediately prior to the date of the consummation of a Change in Control, other than (a) an inadvertent failure remedied by the Company promptly after receipt of notice thereof given by you or (b) with respect to aggregate employee benefits only, any such failure resulting from an across-the-board reduction in employee benefits applicable to all similarly situated employees of the Company generally.

You shall only have Good Reason if (A) you have provided notice of termination to the Company of any of the foregoing conditions within ninety (90) days of the initial existence of the condition, (B) the Company has been given at least thirty (30) days following receipt of such notice to cure such condition, and (C) if such condition is not cured within such thirty (30) day period, you actually terminate employment within sixty (60) days after the notice of termination. Your mental or physical incapacity following the occurrence of an event described above in clauses (i) or (ii) shall not affect your ability to terminate employment for Good Reason and your death following delivery of a notice of termination for Good Reason shall not affect your estate's entitlement to settlement of the PSUs as provided hereunder upon a termination of employment for Good Reason.

(h) [For purposes of this Agreement, "Retire" means that you voluntarily terminate your employment with the Company and its Affiliates after having attained a combination of age and years of service that meets the requirements of either Section 4(b) or Section 4(c) above and, prior to such employment termination, you have: (i) given the Company's Chief People and Diversity Officer ("CPDO") or your immediate supervisor at least three months' prior written notice (or such shorter period of time approved in writing by the CPDO or your immediate supervisor) of your intended retirement date and (ii) completed transition duties and responsibilities as determined by the CPDO and/or your immediate supervisor during the notice period in a satisfactory manner, as reasonably determined by either of them. Notwithstanding the foregoing, (x) you shall be deemed to Retire for purposes of this Section if your employment is involuntarily terminated by the Company without Cause after having met one of the age and service requirements set forth above, provided that you have timely completed transition duties and responsibilities as determined by the CPDO and/or your immediate supervisor, if any, in a satisfactory manner, as reasonably determined by either of them, and (y) if, at the time of giving the prior written notice of your intended retirement date referenced above, you have been designated by the Company's Board of Directors as an "officer" of the Company as defined in SEC Rule 16a-1 and subject to Section 16 reporting obligations (an "Executive Officer"), then the required notice period shall be six months.]

5. Restriction on Transfer

Except as contemplated by Section 7(a), none of the PSUs may be sold, assigned, transferred, pledged, attached or otherwise encumbered, and no attempt to transfer the PSUs, whether voluntary or involuntary, by operation of law or otherwise, shall vest the transferee with any interest or right in or with respect to the PSUs.

6. Application of Clawback Policy and Stock Ownership Policy

The PSUs and any rights to Stock or other property in connection with the PSUs are subject to terms and conditions of the Company's Clawback Policy and Stock Ownership Policy (collectively, the "Policies"), each as may be amended and in effect from time to time. By accepting the PSUs, you voluntarily agree and acknowledge that: (a) the Policies have been previously provided to you, (b) the Policies are part of this Performance Stock Unit Award Agreement, (c) the Company may cancel the PSUs, require reimbursement of Stock acquired under the PSUs and effect any other right of recoupment as provided under the Plan or otherwise in accordance with these Policies as they currently exist or as they may from time to time be adopted or modified in the future by the Company, (d) you may be required to repay to the Company certain previously paid compensation, whether provided under the Plan, the PSUs, or otherwise in accordance with the Clawback Policy, and (e) you understand the terms and conditions set forth in the Policies and this Section 6. The Company's rights under this Section 6 shall be in addition to its rights under Section 3.3.2 of the Plan.

7. Settlement of PSUs; Issuance of Stock [

(a) No shares of Stock shall be issued to you (or your beneficiary or, if none, your estate in the event of your death) prior to the date on which the applicable PSUs vest, in accordance with the terms and conditions set forth in this Agreement.

(i) Except as otherwise provided in this Section 7(a), the Company shall promptly following the third anniversary of the Grant Date or the fourth anniversary of the Grant Date, as applicable, but no later than the 15th day of the third month following the end of the Company's taxable year that includes the third anniversary of the Grant Date or the fourth anniversary of the Grant Date, as applicable, with respect to PSUs that vest pursuant to Section 3(c) hereof, subject to any applicable withholding taxes pursuant to Section 9 hereof, cause the shares of Stock underlying your vested PSUs (as adjusted by the applicable Earned Percentage) to be delivered in such a manner as the Committee, in its sole discretion, deems appropriate, including by book-entry or direct registration (including transaction advices) or in the form of a stock certificate or certificates, registered in your name.

(ii) In the event that your employment terminates in accordance with the provisions of Sections 4(a) or 4(e) hereof, the Company shall promptly following the date on which your employment with the Company terminates, but no later than the 15th day of the third month following the end of the Company's taxable year that includes the date on which your employment with the Company terminates, with respect to PSUs that vest pursuant to Sections 4(a) or 4(e) hereof, subject to any applicable withholding taxes pursuant to Section 9 hereof, cause the shares of Stock underlying your vested PSUs (as adjusted by the applicable Earned Percentage) to be delivered in such a manner as the Committee, in its sole discretion, deems appropriate, including by book-entry or direct registration (including transaction advices) or in the form of a stock certificate or certificates, registered in your name or in the names of your legal representatives, beneficiaries or heirs, as the case may be.

(iii) In the event that your employment terminates in accordance with the provisions of Section 4(d) hereof and is not described in Section 7(a)(ii) above, the Company shall (x) promptly following the last day of the Performance Period, but no later than the 15th day of the third month following the end of the Company's taxable year that includes the last day of the Performance Period, with respect to PSUs that vest pursuant to Section 4(d) hereof on account of your termination of employment with the Company on or prior to the third anniversary of the Grant Date, or (y) promptly following the date on which your employment with the Company terminates, but no later than the 15th day of the third month following the end of the Company's taxable year that includes the date on which your employment with the Company terminates, with respect to PSUs that vest pursuant to Section 4(d) hereof on account of your termination of employment with the Company after the third anniversary of the Grant Date, and, in each case, subject to any applicable withholding taxes pursuant to Section 9 hereof, cause the shares of Stock underlying your vested PSUs (as adjusted by the applicable Earned Percentage) to be delivered in such a manner as the Committee, in its sole discretion, deems appropriate, including by book-entry or direct registration (including transaction advices) or in the form of a stock certificate or certificates, registered in your name or in the names of your legal representatives, beneficiaries or heirs, as the case may be.

(iv) In the event that your employment terminates in accordance with the provisions of Sections 4(b), 4(c) or 4(f) hereof and is not described in Section 7(a)(ii) above, the Company shall (x) promptly following the last day of the Performance Period, but no later than the 15th day of the third month following the end of the Company's taxable year that includes the last day of the Performance Period, with respect to PSUs that vest pursuant to Sections 4(b), 4(c) or 4(f) hereof on account of your termination of employment with the Company on or prior to the third anniversary of the Grant Date, or (y) during the first two weeks of August of the calendar year in which the fourth anniversary of the Grant Date occurs, with respect to PSUs that vest pursuant to Sections 4(b), 4(c) or 4(f) hereof on account of your eligibility for retirement or termination of employment with the Company after the third anniversary of the Grant Date, and, in each case, subject to any applicable withholding taxes pursuant to Section 9 hereof, cause the shares of Stock underlying your vested PSUs (as adjusted by the applicable Earned Percentage) to be delivered in such a manner as the Committee, in its sole discretion, deems appropriate, including by book-entry or direct registration (including transaction advices) or in the form of a stock certificate or certificates, registered in your name or in the names of your legal representatives, beneficiaries or heirs, as the case may be.]

[Alternative Language for PSUs Settled at One Time Shortly after End of Performance Period]⁴

(a) No

⁴ **Note to Draft:** Revised payment language included to accommodate PSU grants that are to be settled fully shortly after the end of the performance period or settled following certain terminations of employment.

shares of Stock shall be issued to you (or your beneficiary or, if none, your estate in the event of your death) prior to the date on which the applicable PSUs vest, in accordance with the terms and conditions set forth in this Agreement. Except as otherwise provided in this Section 7(a), the Company shall promptly following the end of the Performance Period, but no later than the 15th day of the third month following the end of the Company's taxable year that includes the second anniversary of the Grant Date with respect to PSUs that vest pursuant to Section 3(c) hereof, subject to any applicable withholding taxes pursuant to Section 9 hereof, cause the shares of Stock underlying your vested PSUs (as adjusted by the applicable Earned Percentage) to be delivered in such a manner as the Committee, in its sole discretion, deems appropriate, including by book-entry or direct registration (including transaction advices) or in the form of a stock certificate or certificates, registered in your name.

(i) In the event that your employment terminates in accordance with the provisions of Sections 4(a) or 4(e) hereof, the Company shall promptly following the date on which your employment with the Company terminates, but no later than the 15th day of the third month following the end of the Company's taxable year that includes the date on which your employment with the Company terminates, with respect to PSUs that vest pursuant to Sections 4(a) or 4(e) hereof, subject to any applicable withholding taxes pursuant to Section 9 hereof, cause the shares of Stock underlying your vested PSUs (as adjusted by the applicable Earned Percentage) to be delivered in such a manner as the Committee, in its sole discretion, deems appropriate, including by book-entry or direct registration (including transaction advices) or in the form of a stock certificate or certificates, registered in your name or in the names of your legal representatives, beneficiaries or heirs, as the case may be.

(ii) In the event that your employment terminates in accordance with the provisions of Sections 4(b), 4(c), 4(d), or 4(f) hereof and is not described in Section 7(a)(i) above, the Company shall promptly following the last day of the Performance Period, but no later than the 15th day of the third month following the end of the Company's taxable year that includes the last day of the Performance Period, with respect to PSUs that vest pursuant to Sections 4(b), 4(c), 4(d), or 4(f) hereof on account of your termination of employment with the Company on or prior to the second anniversary of the Grant Date, subject to any applicable withholding taxes pursuant to Section 9 hereof, cause the shares of Stock underlying your vested PSUs (as adjusted by the applicable Earned Percentage) to be delivered in such a manner as the Committee, in its sole discretion, deems appropriate, including by book-entry or direct registration (including transaction advices) or in the form of a stock certificate or certificates, registered in your name or in the names of your legal representatives, beneficiaries or heirs, as the case may be.]

[Notwithstanding the foregoing, any distribution (including any distribution of amounts otherwise described in Sections 7(b) and (c) below) to any "specified employee"

as determined in accordance with procedures adopted by the Company that reflect the requirements of Code Section 409A(a)(2)(B)(i) (and any applicable guidance thereunder), that constitutes “deferred compensation” under Code Section 409A and is on account of your “separation from service” (within the meaning of Code Section 409A) shall be made as soon as reasonably practicable after the first day of the seventh month following such separation from service (or, if earlier, the date of the specified employee’s death) as required to comply with Code Section 409A. The Company will not deliver any fractional share of Stock and will not make any cash payment related to any fractional share; instead, any fractional share will be eliminated by rounding upward to the nearest whole share if the fractional share is 0.5 or greater and otherwise downward to the nearest whole share. In the event of your death after your retirement or termination of employment and before payment, the number of shares of Stock otherwise deliverable and the amount otherwise payable under this Section 7(a) shall be delivered or paid, as applicable, to your beneficiary or, if none, your estate as soon as practicable after your death. No transfer by will or the Applicable Laws of descent and distribution of any PSUs which vest by reason of your death shall be effective to bind the Company unless the Committee administering the Plan shall have been furnished with written notice of such transfer and a copy of the will or such other evidence as the Committee may deem necessary to establish the validity of the transfer.]⁵

(b) On each date on which shares of Stock under Section 7(a) are delivered to you (or your beneficiary or, if none, your estate in the event of your death), the Company shall also deliver to you (or your beneficiary or, if none, your estate in the event of your death) the number of additional shares of Stock, the number of any other securities of the Company and the value or actual issuance of any other property (in each case as determined by the Committee) (except for cash dividends and other cash distributions), in each case that the Company would have distributed to you during the period commencing on the Grant Date and ending on the applicable settlement date in respect of the shares of Stock that are being delivered to you under Section 7(a) had such shares been issued to you on the Grant Date, without interest, and less any tax withholding amount applicable to such distribution. To the extent that the PSUs are forfeited prior to vesting, the right to receive such distributions shall also be forfeited.

(c) On each date on which shares of Stock under Section 7(a) are delivered to you (or your beneficiary or, if none, your estate in the event of your death), the Company shall also deliver to you (or your beneficiary or, if none, your estate in the event of your death) a cash payment equal to the aggregate amount of cash dividends and other cash distributions that the Company would have paid to you during the period commencing on the Grant Date and ending on the applicable settlement date in respect of the shares of Stock that are being delivered to you under Section 7(a) had such shares been issued to you on the Grant Date, without interest, and less any applicable withholding taxes. To the extent that the PSUs are forfeited prior to vesting, the right to receive such cash payment shall also be forfeited.

⁵ **Note to Draft:** This paragraph is only required if payment can be made on an accelerated basis on account of separation from service.

8. Adjustments

In the event that the Committee administering the Plan shall determine that any dividend or other distribution (whether in the form of cash, shares of Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company or other similar corporate transaction or event affects the Stock such that an adjustment of the PSUs is determined by the Committee administering the Plan to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement, then the Committee shall, in such manner as it may deem equitable, in its sole discretion, adjust any or all of the number and type of shares subject to the PSUs.

9. Taxes

(a) You acknowledge that you will consult with your personal tax advisor regarding the income tax consequences of the grant of the PSUs, the receipt of cash payments or other distributions pursuant to Section 7 hereof, the vesting of the PSUs and the receipt of shares of Stock upon the settlement of the PSUs, and any other matters related to this Agreement. In order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or foreign payroll, withholding, income or other taxes, which are your sole and absolute responsibility, are withheld or collected from you.

(b) In accordance with the terms of the Plan, and such rules as may be adopted by the Committee administering the Plan, you may elect to satisfy any applicable tax withholding obligations arising from the vesting of the PSUs and the corresponding receipt of shares of Stock and cash payments by (i) delivering cash (including check, draft, money order or wire transfer made payable to the order of the Company), (ii) having the Company withhold a portion of the shares of Stock or cash otherwise to be delivered or paid having a Fair Market Value equal to the minimum statutory withholding amount or such greater amount as may be permitted under applicable accounting standards, or (iii) delivering to the Company shares of Stock having a Fair Market Value equal to the amount of such taxes. Your election must be made on or before the date that the amount of tax to be withheld is determined. The maximum number of shares of Stock that may be withheld to satisfy any applicable tax withholding obligations arising from the vesting and settlement of the PSUs may not exceed such number of shares of Stock having a Fair Market Value equal to the minimum statutory amount required by the Company to be withheld and paid to any federal, state, or local taxing authority with respect to such vesting and settlement of the PSUs, or such greater amount as may be permitted under applicable accounting standards, at the discretion of the Company. If you do not make a tax withholding election under this Section 9(b), the Company shall withhold shares of Stock as provided in Section 9(b)(ii) above.

10. [Restrictive Covenants]⁶

(a) Non-Disclosure.

(i) During the course of your employment, before and after the execution of this Agreement, and as consideration for the restrictive covenants entered into by you herein, you have received and will continue to receive some or all of the Company's various Trade Secrets (as defined under Applicable Law, including the Defend Trade Secrets Act of 2016) and confidential or proprietary information, which includes the following whether in physical or electronic form: (1) data and compilations of data related to Business Opportunities (as defined below), (2) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by you in furtherance of your duties with the Company; (3) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (4) compilations of information about the Company's employees and independent contracting consultants; (5) the Company's financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (6) proposals submitted to the Company's customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (7) the Company's marketing strategies and compilations of marketing data; (8) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company's business; (9) the Company's research and development records and data; and (10) any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential (collectively, "Confidential Information"). "Business Opportunities" means all ideas, concepts or information received or developed (in whatever form) by you concerning any business, transaction or potential transaction that constitutes or may constitute an opportunity for the Company to earn a fee or income, specifically including those relationships that were initiated, nourished or developed at the Company's expense. Confidential Information does not include data or information: (1) which has been voluntarily disclosed to the public by the Company, except where such public disclosure has been made by you without authorization from the Company; (2) which has been independently developed and disclosed by others; or (3) which has otherwise entered the public domain through lawful means.

(ii) All Confidential Information, Trade Secrets, and all physical and electronic embodiments thereof are confidential and are and will remain the sole and exclusive property of the Company. During the term of your employment with the Company and for a period of five (5) years following the termination of your employment with the Company for any reason, with or without Cause, and upon the initiative of either you or the Company, you agree that you shall protect any such Confidential Information

⁶ **Note to Draft:** The restrictive covenants in Section 10 shall be included in grants to executive officers. The CEO shall have discretion whether or not to include these covenants in grants to other individuals.

and Trade Secrets and shall not, except in connection with the performance of your remaining duties for the Company, use, disclose or otherwise copy, reproduce, distribute or otherwise disseminate any such Confidential Information or Trade Secrets, or any physical or electronic embodiments thereof, to any third party; provided, however, that you may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event you will promptly notify the Company of such order or subpoena to provide the Company an opportunity to protect its interests.

(iii) Upon request by the Company and, in any event, upon termination of your employment with the Company for any reason, you will promptly deliver to the Company (within twenty-four (24) hours) all property belonging to the Company, including but without limitation, all Confidential Information, Trade Secrets and all electronic and physical embodiments thereof, all Company files, customer lists, management reports, memoranda, research, Company forms, financial data and reports and other documents (including but not limited to all such data and documents in electronic form) supplied to or created by you in connection with your employment with the Company (including all copies of the foregoing) in your possession or control, and all of the Company's equipment and other materials in your possession or control. You agree to allow the Company, at its request, to verify return of Company property and documents and information and/or permanent deletion of the same, through inspection of personal computers, personal storage media, third party websites, third party e-mail systems, personal digital assistant devices, cell phones and/or social networking sites on which Company information was stored during your employment with the Company.

(iv) Nothing contained herein shall be in derogation or a limitation of the rights of the Company to enforce its rights or your duties under the Applicable Law relating to Trade Secrets.

(b) Non-Competition. You agree that, while employed by the Company and for a period of twenty-four (24) months following the termination of your employment with the Company for any reason, with or without Cause, whether upon the initiative of either you or the Company (the "Restricted Period"), you will not provide or perform the same or substantially similar services, that you provided to the Company, on behalf of any Direct Competitor (as defined below), directly (i.e., as an officer or employee) or indirectly (i.e., as an independent contractor, consultant, advisor, board member, agent, shareholder, investor, joint venturer, or partner), anywhere within the United States of America (the "Territory"). "Direct Competitor" means any individual, partnership, corporation, limited liability company, association, or other group, however organized, who competes with the Company in the full service restaurant business.

(i) If you are a resident of California and subject to its laws, the restrictions set forth in this Section 10(b) above shall not apply to you.

(ii) Nothing in this provision shall divest you from the right to acquire as a passive investor (with no involvement in the operations or management of the business) up to 1% of any class of securities which is: (i) issued by any Direct Competitor, and

(ii) publicly traded on a national securities exchange or over-the-counter market.

(c) Non-Solicitation. You agree that you shall not at any time during your employment with the Company and during the Restricted Period, on behalf of yourself or any other Person, directly or by assisting others, solicit, induce, encourage or cause any of the Company's vendors, suppliers, licensees, or other Persons with whom the Company has a contractual relationship and with whom you have had Material Contact (as defined below) during the last two years of your employment with the Company, to cease doing business with the Company or to do business with a Direct Competitor. "Material Contact" means contact between you and a Person: (1) with whom or which you dealt on behalf of the Company; (2) whose dealings with the Company were coordinated or supervised by you; (3) about whom you obtained Confidential Information in the ordinary course of business as a result of your association with the Company; or (4) who receives products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commission, or earnings for you within two years prior to the date of the termination of your employment with the Company.

(d) Non-Recruitment. You agree that during the course of your employment with the Company and during the Restricted Period, you will not, on behalf of yourself or any other Person, directly or by assisting others, solicit, induce, persuade, or encourage, or attempt to solicit, induce, persuade, or encourage, any individual employed by the Company, with whom you have worked, to terminate such employee's position with the Company, whether or not such employee is a full-time or temporary employee of the Company and whether or not such employment is pursuant to a written agreement, for a determined period, or at will. The provisions of this Section 10(d) shall only apply to those individuals employed by the Company at the time of solicitation or attempted solicitation. If you are a resident of California and subject to its laws, the restrictions set forth in Section 10(c) above and this Section 10(d) shall be limited to apply only where you use or disclose Confidential Information or Trade Secrets when engaging in the restricted activities.

(e) Acknowledgements. You acknowledge that the Company is in the business of marketing, developing and establishing its restaurant brands and concepts on a nationwide basis and that the Company makes substantial investments and has established substantial goodwill associated with its restaurant brands and concepts, supplier relationships and marketing programs throughout the United States. You therefore acknowledge that the Territory in which the Company's Business is conducted is, at the very least, throughout the United States. You further acknowledge and agree that it is fair and reasonable for the Company to take steps to protect its Confidential Information, Trade Secrets, goodwill, business relationships, employees, economic advantages, and/or other legitimate business interests from the risk of misappropriation of or harm to its Confidential Information, Trade Secrets, goodwill, business relationships, employees, economic advantages, and/or other legitimate business interests. You acknowledge that the consideration, including this Agreement, continued employment, specialized training, and the Confidential Information and Trade Secrets provided to you, gives rise to the Company's interest in restraining you from competing with the Company and that any

limitations as to time, geographic scope and scope of activity to be restrained are reasonable and do not impose a greater restraint than is necessary to protect Company's Confidential Information, Trade Secrets, good will, business relationships, employees, economic advantages, and/or other legitimate business interests, and will not prevent you from earning a livelihood. By accepting this Agreement, you specifically recognize and affirm that strict compliance with terms of the covenants set forth in this Section 10 is required in order to vest in the PSUs and receive any Earned Shares. You agree that should all or any part or application of this Section 10 be held or found invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between you and the Company, you nevertheless shall not vest in any PSUs nor receive any of shares of Stock if you violated any of the terms of any of the covenants set forth in this Section 10.

(f) Survival of Covenants. The provisions and restrictive covenants in this Section 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason. You agree not to challenge the enforceability or scope of the provisions and restrictive covenants in this Section 10. You further agree to notify all future persons, or businesses, with which you become affiliated or employed by, of the provisions and restrictions set forth in this Section 10, prior to the commencement of any such affiliation or employment.

(g) Injunctive Relief. You acknowledge that if you breach or threaten to breach any of the provisions of this Agreement, your actions will cause irreparable harm and damage to the Company which cannot be compensated by damages alone. Accordingly, if you breach or threaten to breach any of the provisions of this Agreement, the Company shall be entitled to injunctive relief, in addition to any other rights or remedies the Company may have. You hereby waive the requirement for a bond by the Company as a condition to seeking injunctive relief. The existence of any claim or cause of action by you against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of your agreements under this Agreement.

(h) Clawback and Forfeiture due to Violating Section 10. In the event that you violate any of the terms of this Section 10, you understand and agree that in addition to the Company's rights to obtain injunctive relief and damages for such violation, (i) you shall return to the Company any shares of Stock received by you or your personal representative from the payment of any PSUs that vested [on or after any such violation or pursuant to Section 4 of this Agreement] and pay to the Company in cash the amount of any proceeds received by you or your personal representative from the disposition or transfer of any such PSUs, and (ii) your unvested PSUs shall be immediately and irrevocably forfeited.]

11. General Provisions

(a) Interpretations. This Agreement is subject in all respects to the terms of the Plan. A copy of the Plan is available upon your request. Terms used herein which are defined in the Plan shall have the respective meanings given to such terms in the Plan, unless otherwise defined herein. In the event that any provision of this Agreement is

inconsistent with the terms of the Plan, the terms of the Plan shall govern. Any question of administration or interpretation arising under this Agreement shall be determined by the Committee administering the Plan, and such determination shall be final, conclusive and binding upon all parties in interest. To the extent that any Award granted by the Company is subject to Code Section 409A, such Award shall be subject to terms and conditions that comply with the requirements of Code Section 409A to avoid adverse tax consequences under Code Section 409A.

(b) No Right to Employment. Nothing in this Agreement or the Plan shall be construed as giving you the right to be retained as an employee of the Company or any Affiliate. In addition, the Company or an Affiliate may at any time dismiss you from employment, free from any liability or any claim under this Agreement, unless otherwise expressly provided in this Agreement.

(c) Reservation of Shares. The Company shall at all times prior to the vesting of the PSUs reserve and keep available such number of shares of Stock as will be sufficient to satisfy the requirements of this Agreement.

(d) Securities Matters. The Company shall not be required to deliver any shares of Stock until the requirements of any federal or state securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.

(e) Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

(f) Sections. Sections (if any) that are referenced but “intentionally omitted” from this Agreement shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

(g) Arbitration. [Except for injunctive relief as set forth herein,]⁷ the parties agree that any dispute between the parties regarding this Agreement shall be submitted to binding arbitration in Orlando, Florida pursuant to the Darden dispute resolution program.

(h) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida (without giving effect to the conflict of law principles thereof). Subject to Section 11(g) hereof, you agree that the state and federal courts of Florida shall have jurisdiction over any litigation between you and the Company regarding this Agreement, and you expressly submit to the exclusive jurisdiction and venue of the federal and state courts sitting in Orange County, Florida.

(i) Notices. You should send all written notices regarding this Agreement or the Plan

⁷ **Note to Draft:** This language only to be included in Agreements that contain the restrictive covenants in Section 10.

to the Company at the following address:

Darden Restaurants, Inc.
Vice President, Compensation
1000 Darden Center Drive
Orlando, FL 32837
LTI@darden.com

(j) Offset. Any severance or other payment or benefits to you under the Company's plans and agreements may be reduced in the Company's discretion, by any amounts that you owe the Company under Section 6 or Section 10 of this Agreement, provided that any such offset occurs at a time so that it does not violate Section 409A of the Code and is permitted under Applicable Laws.

(k) Award Agreement and Related Documents. This PSU Agreement shall have no force or effect unless you have been notified by the Company, and identified in the Company's records, as the recipient of a PSU grant. [You are not required to execute this Agreement, but you will have 60 days from the Grant Date to notify the Company of any issues regarding the terms and conditions of this Agreement; otherwise, you will be deemed to agree with them. **OR YOU MUST REVIEW AND ACKNOWLEDGE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, INCLUDING SPECIFICALLY THE RESTRICTIVE COVENANTS, THE CLAWBACK AND FORFEITURE PROVISIONS UNDER SECTION 6 AND SECTION 10 OF THIS AGREEMENT AND THE COMPANY'S OFFSET PROVISIONS, BY EXECUTING THIS AGREEMENT ELECTRONICALLY VIA YOUR ESTABLISHED ACCOUNT ON THE MORGAN STANLEY SMITH BARNEY WEBSITE WITHIN 60 DAYS OF THE DATE OF GRANT; PROVIDED, HOWEVER, THAT THE COMMITTEE MAY, AT ITS DISCRETION, EXTEND THIS DATE. FAILURE TO ACCEPT THE REFERENCED TERMS AND TO EXECUTE THIS AGREEMENT ELECTRONICALLY WILL PRECLUDE YOU FROM RECEIVING YOUR PSU GRANT.**]⁸ In connection with your PSU grant and this Agreement, the following additional documents were made available to you electronically, and paper copies are available on request directed to the Company's Compensation Department: (i) the Plan; and (ii) a Prospectus relating to the Plan.

⁸ **Note to Draft:** Active acceptance of the Agreement only to be included in Agreements that contain the restrictive covenants in Section 10.

FY[] PERFORMANCE STOCK UNIT AWARD AGREEMENT – EXHIBIT A
PERFORMANCE CRITERIA

A-1

**[AMENDED AND RESTATED]
DARDEN RESTAURANTS, INC.
2015 OMNIBUS INCENTIVE PLAN**

**FY 20[] RESTRICTED STOCK UNIT AWARD AGREEMENT
(United States)**

This Restricted Stock Unit Award Agreement (the “Agreement”) is between Darden Restaurants, Inc., a Florida corporation (the “Company”), and you, a person notified by the Company, and identified in the Company’s records, as the recipient of an Award of Restricted Stock Units during the Company’s fiscal year 20[]. This Agreement is effective as of the Grant Date communicated to you and set forth in the Company’s records.

The Company wishes to award to you a number of Restricted Stock Units, subject to certain restrictions as provided in this Agreement, in order to carry out the purpose of the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (the “Plan”).

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and you hereby agree as follows:

1. Award of Restricted Stock Units

The Company hereby grants to you, effective as of the Grant Date, an Award of Restricted Stock Units for that number of Restricted Stock Units communicated to you and set forth in the Company’s records (the “RSUs”), on the terms and conditions set forth in such communications, this Agreement and the Plan. Each RSU represents the right to receive, on the vesting date or dates set forth in Sections 3 and 4 hereof, one share of Stock.

2. Rights with Respect to the RSUs

The RSUs granted hereunder do not and shall not give you any of the rights and privileges of a shareholder of Stock. Your rights with respect to the RSUs shall remain forfeitable at all times prior to the date or dates on which such rights become vested, and the restrictions with respect to the RSUs lapse, in accordance with Sections 3 or 4 hereof. [Your right to receive cash payments and other distributions with respect to the RSUs is more particularly described in Sections 7(b) and (c) hereof.]¹

3. Vesting

Subject to the terms and conditions of this Agreement, including the clawback and forfeiture provisions under Section 6 and Section 10 below, the RSUs shall vest, and the restrictions with respect to the RSUs shall lapse, [vesting schedule variable – to be based on

¹ **Note to Draft:** The right to receive accrued dividends and distributions upon vesting is a variable term that may be excluded from the award agreement. All references to the payment of accrued dividends and distributions in this Agreement have been bracketed.

specific fixed dates] if you remain continuously employed by the Company or an Affiliate until the respective vesting dates.

4. Early Vesting; Forfeiture

If you cease to be employed by the Company or an Affiliate prior to the vesting of the RSUs pursuant to Section 3 hereof, your rights to all of the unvested RSUs shall be immediately and irrevocably forfeited[, including the right to receive cash payments and other distributions pursuant to Sections 7(b) and (c) hereof]. Notwithstanding the foregoing, the RSUs shall vest subject to the terms and conditions of this Agreement, including the clawback and forfeiture provisions under Section 6 and Section 10 below:²

(a) If, within two years after the date of the consummation of a Change in Control that occurs after the Grant Date, the Company terminates your employment for any reason other than for Cause (using the standard definition set forth in Section 2.8 of the Plan), death or Disability, or you terminate employment for Good Reason, you shall become immediately and unconditionally vested in all RSUs and the restrictions with respect to all of the RSUs shall lapse;

(b) [If the Company or an Affiliate terminates your employment involuntarily and not for Cause (using the standard definition set forth in Section 2.8 of the Plan) prior to the vesting of the RSUs pursuant to Section 3 hereof, then the RSUs will vest on a pro rata basis on the date of your termination of employment, based on the number of full months of employment completed from the Grant Date to the date of your termination of employment divided by the number of full months in the vesting period for any unvested RSUs, and your rights to all of the unvested RSUs shall be immediately and irrevocably forfeited;]

(c) [If you have attained at least age 55 and your age and service with the Company or an Affiliate (pursuant to the method for crediting service under the Darden Savings Plan) is equal to or greater than 75 at the time you Retire (as defined under Section 4(h) below) (“Normal Retirement”) prior to the vesting of the RSUs pursuant to Section 3 hereof, you shall become immediately and unconditionally vested in all RSUs and the restrictions with respect to all RSUs shall lapse on the date of your Normal Retirement;]

² **Note to Draft:** The CEO has the flexibility, in his sole discretion, to include or exclude the provision in Section 4(b). In lieu of the provision, the CEO shall have the authority to provide for accelerated vesting upon a termination without Cause using the following alternative language:

[If the Company or an Affiliate terminates your employment involuntarily and not for Cause (using the standard definition set forth in Section 2.8 of the Plan) prior to the vesting of the RSUs pursuant to Section 3 hereof, then the RSUs will fully vest on the date of your termination of employment, provided that you execute a form of general release in a form acceptable to the Company.]

The intent is for the retirement provisions of Sections 4(c) and (d) to be included in annual grants and to have the flexibility to include or exclude these provisions in off-cycle grants.

(d) [If you Retire on or after age 55 with ten years of service with the Company or an Affiliate (pursuant to the method for crediting service under the Darden Savings Plan) but before Normal Retirement (“Early Retirement”), the RSUs will vest on a pro rata basis on the date of your Early Retirement, based on the number of full months of employment completed from the Grant Date to the date of your Early Retirement divided by the number of full months in the vesting period for any unvested RSUs, and your rights to all of the unvested RSUs shall be immediately and irrevocably forfeited;]

(e) If you terminate employment with the Company or an Affiliate due to death prior to the vesting of the RSUs pursuant to Section 3 hereof, you shall become immediately and unconditionally vested in all RSUs and the restrictions with respect to all RSUs shall lapse on the date of your death. No transfer by will or the Applicable Laws of descent and distribution of any RSUs which vest by reason of your death shall be effective to bind the Company unless the Committee administering the Plan shall have been furnished with written notice of such transfer and a copy of the will or such other evidence as the Committee may deem necessary to establish the validity of the transfer; or

(f) If you terminate employment with the Company or an Affiliate on account of becoming Disabled (as defined below) prior to the vesting of the RSUs pursuant to Section 3 hereof, you shall become immediately and unconditionally vested in all RSUs and the restrictions with respect to all RSUs shall lapse on the date on which you are determined to be Disabled. “Disabled” or “Disability” means (i) being treated as disabled under the applicable plan of long-term disability of the Company or an Affiliate; (ii) becoming eligible for disability benefits under the Social Security Act; or (iii) the Company, in its sole discretion, determines you to be “Disabled” for purposes of this Agreement. If you have met the age and service conditions set forth in Sections 4(c) or 4(d) at the time of becoming Disabled, then such disability shall only accelerate the payment of (and the lapse of restrictions with respect to) RSUs which are no longer subject to a substantial risk of forfeiture if such Disability constitutes a “disability” within the meaning of Code Section 409A (and the guidance issued thereunder) (a “Section 409A Disability”). If the Disability does not qualify as a Section 409A Disability, and you have met the foregoing age and service conditions, this Section 4(f) shall not apply to you and the RSUs shall be paid (and the restrictions with respect thereto shall lapse) at the time otherwise provided for under this Agreement.

(g) For purposes of this Agreement, “Good Reason” means:

- (i) without your express written consent, (a) the assignment to you of any duties inconsistent in any substantial respect with your position, authority or responsibilities as in effect during the 90-day period immediately preceding the date of the consummation of a Change in Control or (b) any other substantial adverse change in such position (including titles), authority or responsibilities; or

- (ii) a material reduction in your base salary, target annual bonus opportunity, long-term incentive opportunity or aggregate employee benefits as in effect immediately prior to the date of the consummation of a Change in Control, other than (a) an inadvertent failure remedied by the Company promptly after receipt of notice thereof given by you or (b) with respect to aggregate employee benefits only, any such failure resulting from an across-the-board reduction in employee benefits applicable to all similarly situated employees of the Company generally.

You shall only have Good Reason if (A) you have provided notice of termination to the Company of any of the foregoing conditions within ninety (90) days of the initial existence of the condition, (B) the Company has been given at least thirty (30) days following receipt of such notice to cure such condition, and (C) if such condition is not cured within such thirty (30) day period, you actually terminate employment within sixty (60) days after the notice of termination. Your mental or physical incapacity following the occurrence of an event described above in clauses (i) or (ii) shall not affect your ability to terminate employment for Good Reason and your death following delivery of a notice of termination for Good Reason shall not affect your estate's entitlement to settlement of the RSUs as provided hereunder upon a termination of employment for Good Reason.

(h) [For purposes of this Agreement, "Retire" means that you voluntarily terminate your employment with the Company and its Affiliates after having attained a combination of age and years of service that meets the requirements of either Section 4(c) or Section 4(d) above and, prior to such employment termination, you have: (i) given the Company's Chief People and Diversity Officer ("CPDO") or your immediate supervisor at least [one month's][three months']³ prior written notice (or such shorter period of time approved in writing by the CPDO or your immediate supervisor) of your intended retirement date and (ii) completed transition duties and responsibilities as determined by the CPDO and/or your immediate supervisor during the notice period in a satisfactory manner, as reasonably determined by either of them. Notwithstanding the foregoing, (x) you shall be deemed to Retire for purposes of this Section if your employment is involuntarily terminated by the Company without Cause after having met one of the age and service requirements set forth above, provided that you have timely completed transition duties and responsibilities as determined by the CPDO and/or your immediate supervisor, if any, in a satisfactory manner, as reasonably determined by either of them, and (y) if, at the time of giving the prior written notice of your intended retirement date referenced above, you have been designated by the Company's Board of Directors as an "officer" of the Company as defined in SEC Rule 16a-1 and subject to Section 16 reporting obligations (an "Executive Officer"), then the required notice period shall be six months.]

5. Restriction on Transfer

³ **Note to Draft:** This provision to be three months for Vice Presidents and above, one month for all other individuals.

Except as contemplated by Section 4(e) hereof, none of the RSUs may be sold, assigned, transferred, pledged, attached or otherwise encumbered, and no attempt to transfer the RSUs, whether voluntary or involuntary, by operation of law or otherwise, shall vest the transferee with any interest or right in or with respect to the RSUs.

6. Application of Clawback Policy and Stock Ownership Policy

The RSUs and any rights to Stock or other property in connection with the RSUs are subject to terms and conditions of the Company's Clawback Policy and Stock Ownership Policy (collectively, the "Policies"), each as may be amended and in effect from time to time. By accepting the RSUs, you voluntarily agree and acknowledge that: (a) the Policies have been previously provided to you, (b) the Policies are part of this Restricted Stock Unit Award Agreement, (c) the Company may cancel the RSUs, require reimbursement of Stock acquired under the RSUs and effect any other right of recoupment as provided under the Plan or otherwise in accordance with these Policies as they currently exist or as they may from time to time be adopted or modified in the future by the Company, (d) you may be required to repay to the Company certain previously paid compensation, whether provided under the Plan, the RSUs, or otherwise in accordance with the Clawback Policy, and (e) you understand the terms and conditions set forth in the Policies and this Section 6. The Company's rights under this Section 6 shall be in addition to its rights under Section 3.3.2 of the Plan.

7. Payment of RSUs; Issuance of Stock

(a) No shares of Stock shall be issued to you (or your beneficiary or, if none, your estate in the event of your death) prior to the date on which the applicable RSUs vest, in accordance with the terms and conditions communicated to you and set forth in the Company's records. After any RSUs vest pursuant to Sections 3 or 4 hereof, the Company shall promptly, but no later than 30 days following the applicable vesting date, cause to be issued in your name one share of Stock for each RSU [and pay to you any accumulated distributions pursuant to Sections 7(b) and (c) hereof], in each case less any applicable withholding taxes; provided, however, that any distribution [(including any distribution of amounts otherwise described in Sections 7(b) and (c) below)] to any "specified employee" as determined in accordance with procedures adopted by the Company that reflect the requirements of Code Section 409A(a)(2)(B)(i) (and any applicable guidance thereunder) on account of your termination of employment shall be made as soon as reasonably practicable after the first day of the seventh month following such termination (or, if earlier, the date of the specified employee's death). For purposes of this Agreement, references to termination of employment shall mean "separation from service" under Code Section 409A. The Company will not deliver any fractional share of Stock but will pay, in lieu thereof, the Fair Market Value of such fractional share of Stock.

(b) [On each date on which shares of Stock under Section 7(a) are delivered to you (or your beneficiary or, if none, your estate in the event of your death), the Company shall also deliver to you (or your beneficiary or, if none, your estate in the event of your death) the number of additional shares of Stock, the number of any other securities of the

Company and the value or actual issuance of any other property (in each case as determined by the Committee) (except for cash dividends and other cash distributions), in each case that the Company would have distributed to you during the period commencing on the Grant Date and ending on the applicable settlement date in respect of the shares of Stock that are being delivered to you under Section 7(a) had such shares been issued to you on the Grant Date, without interest, and less any tax withholding amount applicable to such distribution. To the extent that the RSUs are forfeited prior to vesting, the right to receive such distributions shall also be forfeited.]

(c) [On each date on which shares of Stock under Section 7(a) are delivered to you (or your beneficiary or, if none, your estate in the event of your death), the Company shall make a cash payment to you (or your beneficiary or, if none, your estate in the event of your death) equal to the aggregate amount of cash dividends and other cash distributions that the Company would have paid to you during the period commencing on the Grant Date and ending on the applicable settlement date in respect of the shares of Stock that are being delivered to you under Section 7(a) had such shares been issued to you on the Grant Date, without interest, and less any applicable withholding taxes. To the extent that the RSUs are forfeited prior to vesting, the right to receive such cash payment shall also be forfeited.]

8. Adjustments

In the event that the Committee administering the Plan shall determine that any dividend or other distribution (whether in the form of cash, shares of Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company or other similar corporate transaction or event affects the Stock such that an adjustment of the RSUs is determined by the Committee administering the Plan to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement, then the Committee shall, in such manner as it may deem equitable, in its sole discretion, adjust any or all of the number and type of shares subject to the RSUs.

9. Taxes

(a) You acknowledge that you will consult with your personal tax advisor regarding the income tax consequences of the grant of the RSUs, [the receipt of cash payments and other distributions pursuant to Sections 7(b) and (c) hereof,] the vesting of the RSUs and the receipt of shares of Stock upon the vesting of the RSUs, and any other matters related to this Agreement. In order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or foreign payroll, withholding, income or other taxes, which are your sole and absolute responsibility, are withheld or collected from you.

(b) In accordance with the terms of the Plan, and such rules as may be adopted by the Committee administering the Plan, you may elect to satisfy any applicable tax withholding obligations arising from the vesting of the RSUs and the corresponding receipt of shares of Stock and cash payments by (i) delivering cash (including check, draft, money order or wire transfer made payable to the order of the Company), (ii) having the Company withhold a portion of the shares of Stock or cash otherwise to be delivered having a Fair Market Value equal to the amount of such taxes, or (iii) delivering to the Company shares of Stock having a Fair Market Value equal to the amount of such taxes. The Company will not deliver any fractional share of Stock but will pay, in lieu thereof, the Fair Market Value of such fractional share of Stock. Your election must be made on or before the date that the amount of tax to be withheld is determined. The maximum number of shares of Stock that may be withheld to satisfy any applicable tax withholding obligations arising from the vesting and settlement of the RSUs may not exceed such number of shares of Stock having a Fair Market Value equal to the minimum statutory amount required by the Company to be withheld and paid to any federal, state, or local taxing authority with respect to such vesting and settlement of the RSUs, or such greater amount as may be permitted under applicable accounting standards, at the discretion of the Company. If you do not make a tax withholding election under this Section 9(b), the Company shall withhold shares of Stock as provided in Section 9(b)(ii) above.

10. Restrictive Covenants⁴

(a) Non-Disclosure.

- (i) During the course of your employment, before and after the execution of this Agreement, and as consideration for the restrictive covenants entered into by you herein, you have received and will continue to receive some or all of the Company's various Trade Secrets (as defined under Applicable Law, including the Defend Trade Secrets Act of 2016) and confidential or proprietary information, which includes the following whether in physical or electronic form: (1) data and compilations of data related to Business Opportunities (as defined below), (2) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by you in furtherance of your duties with the Company; (3) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (4) compilations of information about the Company's employees and independent contracting consultants; (5) the Company's financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (6) proposals submitted to the Company's customers, potential customers,

⁴ **Note to Draft:** The restrictive covenants in Section 10 shall be included in grants to executive officers. The CEO shall have discretion whether or not to include these covenants in grants to other individuals.

wholesalers, distributors, vendors, suppliers and service providers; (7) the Company's marketing strategies and compilations of marketing data; (8) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company's business; (9) the Company's research and development records and data; and (10) any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential (collectively, "Confidential Information"). "Business Opportunities" means all ideas, concepts or information received or developed (in whatever form) by you concerning any business, transaction or potential transaction that constitutes or may constitute an opportunity for the Company to earn a fee or income, specifically including those relationships that were initiated, nourished or developed at the Company's expense. Confidential Information does not include data or information: (1) which has been voluntarily disclosed to the public by the Company, except where such public disclosure has been made by you without authorization from the Company; (2) which has been independently developed and disclosed by others; or (3) which has otherwise entered the public domain through lawful means.

- (ii) All Confidential Information, Trade Secrets, and all physical and electronic embodiments thereof are confidential and are and will remain the sole and exclusive property of the Company. During the term of your employment with the Company and for a period of five (5) years following the termination of your employment with the Company for any reason, with or without Cause, and upon the initiative of either you or the Company, you agree that you shall protect any such Confidential Information and Trade Secrets and shall not, except in connection with the performance of your remaining duties for the Company, use, disclose or otherwise copy, reproduce, distribute or otherwise disseminate any such Confidential Information or Trade Secrets, or any physical or electronic embodiments thereof, to any third party; provided, however, that you may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event you will promptly notify the Company of such order or subpoena to provide the Company an opportunity to protect its interests.

- (iii) Upon request by the Company and, in any event, upon termination of your employment with the Company for any reason, you will promptly deliver to the Company (within twenty-four (24) hours) all property belonging to the Company, including but without limitation, all Confidential Information, Trade Secrets and all electronic and physical embodiments thereof, all Company files, customer lists, management reports, memoranda, research, Company forms, financial data and reports and other documents (including but not limited to all such data and documents in electronic form) supplied to or created by you in connection with your employment with the Company (including all copies of the

foregoing) in your possession or control, and all of the Company's equipment and other materials in your possession or control. You agree to allow the Company, at its request, to verify return of Company property and documents and information and/or permanent deletion of the same, through inspection of personal computers, personal storage media, third party websites, third party e-mail systems, personal digital assistant devices, cell phones and/or social networking sites on which Company information was stored during your employment with the Company.

- (iv) Nothing contained herein shall be in derogation or a limitation of the rights of the Company to enforce its rights or your duties under the Applicable Law relating to Trade Secrets.

(b) Non-Competition. You agree that, while employed by the Company and for a period of twenty-four (24) months following the termination of your employment with the Company for any reason, with or without Cause, whether upon the initiative of either you or the Company (the "Restricted Period"), you will not provide or perform the same or substantially similar services, that you provided to the Company, on behalf of any Direct Competitor (as defined below), directly (i.e., as an officer or employee) or indirectly (i.e., as an independent contractor, consultant, advisor, board member, agent, shareholder, investor, joint venturer, or partner), anywhere within the United States of America (the "Territory"). "Direct Competitor" means any individual, partnership, corporation, limited liability company, association, or other group, however organized, who competes with the Company in the full service restaurant business.

- (i) If you are a resident of California and subject to its laws, the restrictions set forth in this Section 10(b) above shall not apply to you.
- (ii) Nothing in this provision shall divest you from the right to acquire as a passive investor (with no involvement in the operations or management of the business) up to 1% of any class of securities which is: (i) issued by any Direct Competitor, and (ii) publicly traded on a national securities exchange or over-the-counter market.

(c) Non-Solicitation. You agree that you shall not at any time during your employment with the Company and during the Restricted Period, on behalf of yourself or any other Person, directly or by assisting others, solicit, induce, encourage or cause any of the Company's vendors, suppliers, licensees, or other Persons with whom the Company has a contractual relationship and with whom you have had Material Contact (as defined below) during the last two years of your employment with the Company, to cease doing business with the Company or to do business with a Direct Competitor. "Material Contact" means contact between you and a Person: (1) with whom or which you dealt on behalf of the Company; (2) whose dealings with the Company were coordinated or supervised by you; (3) about whom you obtained Confidential Information in the ordinary course of business as a result of your association with the Company; or (4) who receives products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commission, or earnings for you within two

years prior to the date of the termination of your employment with the Company.

(d) Non-Recruitment. You agree that during the course of your employment with the Company and during the Restricted Period, you will not, on behalf of yourself or any other Person, directly or by assisting others, solicit, induce, persuade, or encourage, or attempt to solicit, induce, persuade, or encourage, any individual employed by the Company, with whom you have worked, to terminate such employee's position with the Company, whether or not such employee is a full-time or temporary employee of the Company and whether or not such employment is pursuant to a written agreement, for a determined period, or at will. The provisions of this Section 10(d) shall only apply to those individuals employed by the Company at the time of solicitation or attempted solicitation. If you are a resident of California and subject to its laws, the restrictions set forth in Section 10(c) above and this Section 10(d) shall be limited to apply only where you use or disclose Confidential Information or Trade Secrets when engaging in the restricted activities.

(e) Acknowledgements. You acknowledge that the Company is in the business of marketing, developing and establishing its restaurant brands and concepts on a nationwide basis and that the Company makes substantial investments and has established substantial goodwill associated with its restaurant brands and concepts, supplier relationships and marketing programs throughout the United States. You therefore acknowledge that the Territory in which the Company's Business is conducted is, at the very least, throughout the United States. You further acknowledge and agree that it is fair and reasonable for the Company to take steps to protect its Confidential Information, Trade Secrets, goodwill, business relationships, employees, economic advantages, and/or other legitimate business interests from the risk of misappropriation of or harm to its Confidential Information, Trade Secrets, goodwill, business relationships, employees, economic advantages, and/or other legitimate business interests. You acknowledge that the consideration, including this Agreement, continued employment, specialized training, and the Confidential Information and Trade Secrets provided to you, gives rise to the Company's interest in restraining you from competing with the Company and that any limitations as to time, geographic scope and scope of activity to be restrained are reasonable and do not impose a greater restraint than is necessary to protect Company's Confidential Information, Trade Secrets, good will, business relationships, employees, economic advantages, and/or other legitimate business interests, and will not prevent you from earning a livelihood. By accepting this Agreement, you specifically recognize and affirm that strict compliance with terms of the covenants set forth in this Section 10 is required in order to vest in the RSUs and receive the shares of Stock. You agree that should all or any part or application of this Section 10 be held or found invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between you and the Company, you nevertheless shall not vest in any RSUs and receive any of shares of Stock if you violated any of the terms of any of the covenants set forth in this Section 10.

(f) Survival of Covenants. The provisions and restrictive covenants in this

Section 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason. You agree not to challenge the enforceability or scope of the provisions and restrictive covenants in this Section 10. You further agree to notify all future persons, or businesses, with which you become affiliated or employed by, of the provisions and restrictions set forth in this Section 10, prior to the commencement of any such affiliation or employment.

(g) Injunctive Relief. You acknowledge that if you breach or threaten to breach any of the provisions of this Agreement, your actions will cause irreparable harm and damage to the Company which cannot be compensated by damages alone. Accordingly, if you breach or threaten to breach any of the provisions of this Agreement, the Company shall be entitled to injunctive relief, in addition to any other rights or remedies the Company may have. You hereby waive the requirement for a bond by the Company as a condition to seeking injunctive relief. The existence of any claim or cause of action by you against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of your agreements under this Agreement.

(h) Clawback and Forfeiture due to Violating Section 10. In the event that you violate any of the terms of this Section 10, you understand and agree that in addition to the Company's rights to obtain injunctive relief and damages for such violation, (i) you shall return to the Company any shares of Stock received by you or your personal representative from the payment of any RSUs that vested [on or after any such violation or pursuant to Section 4 of this Agreement] and pay to the Company in cash the amount of any proceeds received by you or your personal representative from the disposition or transfer of any such RSUs, and (ii) your unvested RSUs shall be immediately forfeited.]

11. General Provisions

(a) Interpretations. This Agreement is subject in all respects to the terms of the Plan. A copy of the Plan is available upon your request. Terms used herein which are defined in the Plan shall have the respective meanings given to such terms in the Plan, unless otherwise defined herein. In the event that any provision of this Agreement is inconsistent with the terms of the Plan, the terms of the Plan shall govern. Any question of administration or interpretation arising under this Agreement shall be determined by the Committee administering the Plan, and such determination shall be final, conclusive and binding upon all parties in interest. To the extent that any Award granted by the Company is subject to Code Section 409A, such Award shall be subject to terms and conditions that comply with the requirements of Code Section 409A to avoid adverse tax consequences under Code Section 409A.

(b) No Right to Employment. Nothing in this Agreement or the Plan shall be construed as giving you the right to be retained as an employee of the Company or any Affiliate. In addition, the Company or an Affiliate may at any time dismiss you from

employment, free from any liability or any claim under this Agreement, unless otherwise expressly provided in this Agreement.

(c) Reservation of Shares. The Company shall at all times prior to the vesting of the RSUs reserve and keep available such number of shares of Stock as will be sufficient to satisfy the requirements of this Agreement.

(d) Securities Matters. The Company shall not be required to deliver any shares of Stock until the requirements of any federal or state securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.

(e) Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

(f) Sections. Sections (if any) that are referenced but “intentionally omitted” from this Agreement shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

(g) Arbitration. [Except for injunctive relief as set forth herein,]⁵ the parties agree that any dispute between the parties regarding this Agreement shall be submitted to binding arbitration in Orlando, Florida pursuant to the Darden dispute resolution program.

(h) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida (without giving effect to the conflict of law principles thereof). Subject to Section 11(g) hereof, you agree that the state and federal courts of Florida shall have jurisdiction over any litigation between you and the Company regarding this Agreement, and you expressly submit to the exclusive jurisdiction and venue of the federal and state courts sitting in Orange County, Florida.

(i) Notices. You should send all written notices regarding this Agreement or the Plan to the Company at the following address:

Darden Restaurants, Inc.
Vice President, Compensation
1000 Darden Center Drive
Orlando, FL 32837
LTI@arden.com

(j) Offset. Any severance or other payment or benefits to you under the

⁵ **Note to Draft:** This language only to be included in Agreements that contain the restrictive covenants in Section 10.

Company's plans and agreements may be reduced in the Company's discretion, by any amounts that you owe the Company under Section 6 or Section 10 of this Agreement, provided that any such offset occurs at a time so that it does not violate Section 409A of the Code and is permitted under Applicable Laws.

(k) Award Agreement and Related Documents. This RSU Award Agreement shall have no force or effect unless you have been notified by the Company, and identified in the Company's records, as the recipient of a RSU Grant. [You are not required to execute this Agreement, but you will have 60 days from the Grant Date to notify the Company of any issues regarding the terms and conditions of this Agreement; otherwise, you will be deemed to agree with them. **OR YOU MUST REVIEW AND ACKNOWLEDGE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, INCLUDING SPECIFICALLY THE RESTRICTIVE COVENANTS, THE CLAWBACK AND FORFEITURE PROVISIONS UNDER SECTION 6 AND SECTION 10 OF THIS AGREEMENT AND THE COMPANY'S OFFSET PROVISIONS, BY EXECUTING THIS AGREEMENT ELECTRONICALLY VIA YOUR ESTABLISHED ACCOUNT ON THE MORGAN STANLEY SMITH BARNEY WEBSITE WITHIN 60 DAYS OF THE DATE OF GRANT; PROVIDED, HOWEVER, THAT THE COMMITTEE MAY, AT ITS DISCRETION, EXTEND THIS DATE. FAILURE TO ACCEPT THE REFERENCED TERMS AND TO EXECUTE THIS AGREEMENT ELECTRONICALLY WILL PRECLUDE YOU FROM RECEIVING YOUR RSU GRANT.**⁶ In connection with your RSU grant and this Agreement, the following additional documents were made available to you electronically, and paper copies are available on request directed to the Company's Compensation Department: (i) the Plan; and (ii) a Prospectus relating to the Plan.

⁶ **Note to Draft:** Active acceptance of the Agreement only to be included in Agreements that contain the restrictive covenants in Section 10.

**[AMENDED AND RESTATED]
DARDEN RESTAURANTS, INC.
2015 OMNIBUS INCENTIVE PLAN**

FY 20[] NONQUALIFIED STOCK OPTION AWARD AGREEMENT

This Nonqualified Stock Option Award Agreement (the “Agreement”) is between Darden Restaurants, Inc., a Florida corporation (the “Company”), and you, a person notified by the Company and identified in the Company’s records, as the recipient of a Nonqualified Stock Option grant during the Company’s fiscal year 20[]. This Agreement is effective as of the Grant Date communicated to you and set forth in the Company’s records.

The Company desires to provide you with an opportunity to purchase shares of Stock, as provided in this Agreement, in order to carry out the purpose of the [Amended and Restated] Darden Restaurants, Inc. 2015 Omnibus Incentive Plan (the “Plan”).

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and you hereby agree as follows:

1. Grant of Option

The Company hereby grants to you, effective as of the Grant Date, an Option to purchase all or any part of the aggregate number of shares of Stock communicated to you and set forth in the Company’s records, on the terms and conditions contained in such communication, this Agreement and the Plan. The Option is not intended to be an incentive stock option within the meaning of Section 422 of the Code.

2. Option Price

The Option Price of the shares of Stock subject to the Option shall be the purchase price per share communicated to you and set forth in the Company’s records.

3. Term of Option and Exercisability

The term of the Option shall be for a period of ten years from the Grant Date, terminating at the close of business on the expiration date communicated to you and set forth in the Company’s records (the “Expiration Date”) or such shorter period as is prescribed in Sections 4, 5 and 6 of this Agreement. The Option shall become exercisable, or vest, [vesting schedule variable], subject to the terms and conditions of this Agreement including the clawback and forfeiture provisions under Section 5 and Section 6 below. To the extent the Option is exercisable, you may exercise it in whole or in part, at any time, or from time to time, prior to the termination of the Option.

4. Effect of Termination of Employment

(a) If you cease to be employed by the Company or an Affiliate, any portion of the Option that was not vested on the date of your termination of employment shall be

forfeited and any portion of the Option that was vested on the date of your termination of employment may be exercised until the earlier of (x) the Expiration Date and (y) the date that is three months after the date of your termination of employment. Notwithstanding the foregoing, the Option shall vest subject to the terms and conditions of this Agreement including the clawback and forfeiture provisions under Section 5 and Section 6 below:¹

(i) If, within two years after the date of a consummation of a Change in Control that occurs after the Grant Date, the Company terminates your employment for any reason other than for Cause (using the standard definition set forth in Section 2.8 of the Plan), death or Disability, or you terminate employment for Good Reason, the Option shall become immediately exercisable in full and the Option shall expire on the earlier of (x) the Expiration Date and (y) the date that is five years after the date of your termination of employment.

(ii) [If the Company or an Affiliate terminates your employment involuntarily and not for Cause (using the standard definition set forth in Section 2.8 of the Plan), then (A) any portion of the Option that has not vested as of the date of your termination of employment shall vest on a pro rata basis and become immediately exercisable, based on the number of full months of employment completed from the Grant Date to the date of your termination of employment divided by the number of full months in the vesting period for any unvested portion of the Option, (B) any portion of the Option that has not vested pursuant to the foregoing provisions shall be forfeited and (C) any portion of the Option that has vested (including any portion of the Option that has vested pursuant to the foregoing provisions) may be exercised until the earlier of (x) the Expiration Date and (y) the date that is five years after the date of your termination of employment;]

(iii) [If you have attained at least age 55 and your age and service with the Company or an Affiliate (pursuant to the method for crediting service under the Darden Savings Plan) is equal to or greater than 75 at the time you Retire (as defined in Section 4(c) below) (“Normal Retirement”), the Option shall become immediately exercisable in full and may be exercised until the Expiration Date;]

(iv) [If you Retire (as defined in Section 4(c) below) on or after age 55 with ten years of service with the Company or an Affiliate (pursuant to the method for crediting service under the Darden Savings plan) but before Normal Retirement (“Early Retirement”), then (A) any portion of the Option that has not vested as of the date of your Early Retirement shall vest on a pro rata basis and become immediately exercisable, based on the number of full months of employment completed from the Grant Date to the date of your Early Retirement divided by the number of full months in the vesting period for any unvested portion of the Option, (B) any portion of the Option that has not vested pursuant

¹ **Note to Draft:** The CEO has the flexibility, in his sole discretion, to include or exclude the provision in Section 4(a)(ii). The intent is for the retirement provisions in Sections 4(a)(iii) and (iv) to be included in annual grants and to have the flexibility to include or exclude these provisions in off-cycle grants.

to the foregoing provisions shall be forfeited and (C) any portion of the Option that has vested (including any portion of the Option that has vested pursuant to the foregoing provisions) may be exercised until the earlier of (x) the Expiration Date and (y) the date that is five years after the date of your Early Retirement;]

(v) If you terminate employment with the Company or an Affiliate due to death, the Option shall become immediately exercisable in full and may be exercised until the earlier of (x) the Expiration Date and (y) the date that is five years after the date of your death. The Option may be exercised only by the administrators of your estate; or

(vi) If you terminate employment with the Company or an Affiliate on account of becoming Disabled (as defined below) while employed by the Company or an Affiliate, the Option shall become immediately exercisable in full as of the Disability Date (as defined below) and may be exercised until the earlier of (x) the Expiration Date and (y) the date that is five years after the date you are determined to be Disabled (the "Disability Date"). The Option may be exercised by your personal representative. For purposes of this Agreement, "Disabled" or "Disability" means (i) being treated as disabled under the applicable plan of long-term disability of the Company or an Affiliate; (ii) becoming eligible for disability benefits under the Social Security Act; or (iii) the Company, in its sole discretion, determines you to be "Disabled" for purposes of this Agreement.

(b) For purposes of this Agreement, "Good Reason" means:

(i) without your express written consent, (a) the assignment to you of any duties inconsistent in any substantial respect with your position, authority or responsibilities as in effect during the 90-day period immediately preceding the date of the consummation of a Change in Control or (b) any other substantial adverse change in such position (including titles), authority or responsibilities; or

(ii) a material reduction in your base salary, target annual bonus opportunity, long-term incentive opportunity or aggregate employee benefits as in effect immediately prior to the date of the consummation of a Change in Control, other than (a) an inadvertent failure remedied by the Company promptly after receipt of notice thereof given by you or (b) with respect to aggregate employee benefits only, any such failure resulting from an across-the-board reduction in employee benefits applicable to all similarly situated employees of the Company generally.

You shall only have Good Reason if (A) you have provided notice of termination to the Company of any of the foregoing conditions within ninety (90) days of the initial existence of the condition, (B) the Company has been given at least thirty (30) days following receipt of such notice to cure such condition, and (C) if such condition is not cured within such thirty (30) day period, you actually terminate employment within sixty (60) days after the notice of termination. Your mental or physical incapacity following the occurrence of an event described above in clauses (i) or (ii) shall not affect your

ability to terminate employment for Good Reason and your death following delivery of a notice of termination for Good Reason shall not affect your estate's entitlement to accelerated vesting of the Option as provided hereunder upon a termination of employment for Good Reason.

[(c) For purposes of this Agreement, "Retire" means that you voluntarily terminate your employment with the Company and its Affiliates after having attained a combination of age and years of service that meets the requirements of either Section 4(a)(iii) or Section 4(a)(iv) above and, prior to such employment termination, you have: (i) given the Company's Chief People and Diversity Officer ("CPDO") or your immediate supervisor at least three months' prior written notice (or such shorter period of time approved in writing by the CPDO or your immediate supervisor) of your intended retirement date and (ii) completed transition duties and responsibilities as determined by the CPDO and/or your immediate supervisor during the notice period in a satisfactory manner, as reasonably determined by either of them. Notwithstanding the foregoing, (x) you shall be deemed to Retire for purposes of this Section if your employment is involuntarily terminated by the Company without Cause after having met one of the age and service requirements set forth above, provided that you have timely completed transition duties and responsibilities as determined by the CPDO and/or your immediate supervisor, if any, in a satisfactory manner, as reasonably determined by either of them, and (y) if, at the time of giving the prior written notice of your intended retirement date referenced above, you have been designated by the Company's Board of Directors as an "officer" of the Company as defined in SEC Rule 16a-1 and subject to Section 16 reporting obligations (an "Executive Officer"), then the required notice period shall be six months.]

5. [Restrictive Covenants²

(a) Non-Disclosure.

(i) During the course of your employment, before and after the execution of this Agreement, and as consideration for the restrictive covenants entered into by you herein, you have received and will continue to receive some or all of the Company's various Trade Secrets (as defined under Applicable Law, including the Defend Trade Secrets Act of 2016), and confidential or proprietary information, which includes the following, whether in physical or electronic form: (1) data and compilations of data related to Business Opportunities (as defined below), (2) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by you in furtherance of your duties with the Company; (3) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (4) compilations of information about the Company's employees and independent contracting consultants; (5) the Company's financial

² **Note to Draft:** The restrictive covenants in Section 5 shall be included in grants to executive officers. The CEO shall have discretion whether or not to include these covenants in grants to other individuals.

information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (6) proposals submitted to the Company's customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (7) the Company's marketing strategies and compilations of marketing data; (8) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company's business; (9) the Company's research and development records and data; and (10) any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential (collectively, "Confidential Information"). "Business Opportunities" means all ideas, concepts or information received or developed (in whatever form) by you concerning any business, transaction or potential transaction that constitutes or may constitute an opportunity for the Company to earn a fee or income, specifically including those relationships that were initiated, nourished or developed at the Company's expense. Confidential Information does not include data or information: (1) which has been voluntarily disclosed to the public by the Company, except where such public disclosure has been made by you without authorization from the Company; (2) which has been independently developed and disclosed by others; or (3) which has otherwise entered the public domain through lawful means.

(ii) All Confidential Information, Trade Secrets, and all physical and electronic embodiments thereof are confidential and are and will remain the sole and exclusive property of the Company. During the term of your employment with the Company and for a period of five (5) years following the termination of your employment with the Company for any reason, with or without Cause, and upon the initiative of either you or the Company, you agree that you shall protect any such Confidential Information and Trade Secrets and shall not, except in connection with the performance of your remaining duties for the Company, use, disclose or otherwise copy, reproduce, distribute or otherwise disseminate any such Confidential Information or Trade Secrets, or any physical or electronic embodiments thereof, to any third party; provided, however, that you may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event you will promptly notify the Company of such order or subpoena to provide the Company an opportunity to protect its interests.

(iii) Upon request by the Company and, in any event, upon termination of your employment with the Company for any reason, you will promptly deliver to the Company (within twenty-four (24) hours) all property belonging to the Company, including but without limitation, all Confidential Information, Trade Secrets and all electronic and physical embodiments thereof, all Company files, customer lists, management reports, memoranda, research, Company forms, financial data and reports and other documents (including but not limited to all

such data and documents in electronic form) supplied to or created by you in connection with your employment with the Company (including all copies of the foregoing) in your possession or control, and all of the Company's equipment and other materials in your possession or control. You agree to allow the Company, at its request, to verify return of Company property and documents and information and/or permanent deletion of the same, through inspection of personal computers, personal storage media, third party websites, third party e-mail systems, personal digital assistant devices, cell phones and/or social networking sites on which Company information was stored during your employment with the Company.

(iv) Nothing contained herein shall be in derogation or a limitation of the rights of the Company to enforce its rights or your duties under the Applicable Law relating to Trade Secrets.

(b) Non-Competition. You agree that, while employed by the Company and for a period of twenty-four (24) months following the termination of your employment with the Company for any reason, with or without Cause, whether upon the initiative of either you or the Company (the "Restricted Period"), you will not provide or perform the same or substantially similar services that you provided to the Company, on behalf of any Direct Competitor (as defined below), directly (i.e., as an officer or employee) or indirectly (i.e., as an independent contractor, consultant, advisor, board member, agent, shareholder, investor, joint venturer, or partner), anywhere within the United States of America (the "Territory"). "Direct Competitor" means any individual, partnership, corporation, limited liability company, association, or other group, however organized, who competes with the Company in the full service restaurant business.

(i) If you are a resident of California and subject to its laws, the restrictions set forth in Section 5(b) above shall not apply to you.

(ii) Nothing in this provision shall divest you from the right to acquire as a passive investor (with no involvement in the operations or management of the business) up to 1% of any class of securities which is: (i) issued by any Direct Competitor, and (ii) publicly traded on a national securities exchange or over-the-counter market.

(c) Non-Solicitation. You agree that you shall not at any time during your employment with the Company and during the Restricted Period, on behalf of yourself or any other Person, directly or by assisting others, solicit, induce, encourage or cause any of the Company's vendors, suppliers, licensees, or other Persons with whom the Company has a contractual relationship and with whom you have had Material Contact (as defined below) during the last two years of your employment with the Company, to cease doing business with the Company or to do business with a Direct Competitor. "Material Contact" means contact between you and a Person: (1) with whom or which you dealt on behalf of the Company; (2) whose dealings with the Company were coordinated or supervised by you; (3) about whom you obtained Confidential Information in the ordinary course of business as a result of your association with the Company; or (4) who receives products or services authorized by the Company, the sale or provision of

which results or resulted in compensation, commission, or earnings for you within two years prior to the date of the termination of your employment with the Company.

(d) Non-Recruitment. You agree that during the course of your employment with the Company and during the Restricted Period, you will not, on behalf of yourself or any other Person, directly or by assisting others, solicit, induce, persuade, or encourage, or attempt to solicit, induce, persuade, or encourage, any individual employed by the Company, with whom you have worked, to terminate such employee's position with the Company, whether or not such employee is a full-time or temporary employee of the Company and whether or not such employment is pursuant to a written agreement, for a determined period, or at will. The provisions of this Section 5(d) shall only apply to those individuals employed by the Company at the time of solicitation or attempted solicitation. If you are a resident of California and subject to its laws, the restrictions set forth in Section 5(c) above and this Section 5(d) shall be limited to apply only where you use or disclose Confidential Information or Trade Secrets when engaging in the restricted activities.

(e) Acknowledgements. You acknowledge that the Company is in the business of marketing, developing and establishing its restaurant brands and concepts on a nationwide basis and that the Company makes substantial investments and has established substantial goodwill associated with its restaurant brands and concepts, supplier relationships and marketing programs throughout the United States. You therefore acknowledge that the Territory in which the Company's business is conducted is, at the very least, throughout the United States. You further acknowledge and agree that it is fair and reasonable for the Company to take steps to protect its Confidential Information, Trade Secrets, good will, business relationships, employees, economic advantages, and/or other legitimate business interests from the risk of misappropriation of or harm to its Confidential Information, Trade Secrets, good will, business relationships, employees, economic advantages, and/or other legitimate business interests. You acknowledge that the consideration, including this Agreement, continued employment, specialized training, and the Confidential Information and Trade Secrets provided to you, gives rise to the Company's interest in restraining you from competing with the Company and that any limitations as to time, geographic scope and scope of activity to be restrained are reasonable and do not impose a greater restraint than is necessary to protect Company's Confidential Information, Trade Secrets, good will, business relationships, employees, economic advantages, and/or other legitimate business interests, and will not prevent you from earning a livelihood. By accepting this Agreement, you specifically recognize and affirm that strict compliance with terms of the covenants set forth in this Section 5 is required in order to vest in the Option. You agree that should all or any part or application of this Section 5 be held or found invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between you and the Company, you nevertheless shall not vest in any portion of the Option if you violated any of the terms of any of the covenants set forth in this Section 5.

(f) Survival of Covenants. The provisions and restrictive covenants in this Section 5 of this Agreement shall survive the expiration or termination of this Agreement

for any reason. You agree not to challenge the enforceability or scope of the provisions and restrictive covenants in this Section 5. You further agree to notify all future persons, or businesses, with which you become affiliated or employed by, of the provisions and restrictions set forth in this Section 5, prior to the commencement of any such affiliation or employment.

(g) Injunctive Relief. You acknowledge that if you breach or threaten to breach any of the provisions of this Agreement, your actions will cause irreparable harm and damage to the Company which cannot be compensated by damages alone. Accordingly, if you breach or threaten to breach any of the provisions of this Agreement, the Company shall be entitled to injunctive relief, in addition to any other rights or remedies the Company may have. You hereby waive the requirement for a bond by the Company as a condition to seeking injunctive relief. The existence of any claim or cause of action by you against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of your agreements under this Agreement.

(h) Clawback and Forfeiture due to Violating Section 5. In the event that you violate any of the terms of this Section 5, you understand and agree that in addition to the Company's rights to obtain injunctive relief and damages for such violation, (i) you shall return to the Company any Shares that vested [on or after any such violation or pursuant to Section 4(a) of this Agreement] and any distributions with respect to such vested Shares (including any cash dividends or other distributions) received by you or your personal representative and pay to the Company in cash the amount of any proceeds received by you or your personal representative from the disposition or transfer of any such Shares, and (ii) the unexercised portion of your Option, whether vested or unvested, shall be immediately forfeited.]

6. Application of Clawback Policy and Stock Ownership Policy

This Option and any rights to Stock or other property in connection with this Option are subject to terms and conditions of the Company's Clawback Policy and Stock Ownership Policy (collectively, the "Policies"), each as may be amended and in effect from time to time. By accepting this Option, you voluntarily agree and acknowledge that: (a) the Policies have been previously provided to you, (b) the Policies are part of this Nonqualified Stock Option Award Agreement, (c) the Company may cancel this Option, require reimbursement of Stock acquired under this Option and effect any other right of recoupment as provided under the Plan or otherwise in accordance with these Policies as they currently exist or as they may from time to time be adopted or modified in the future by the Company, (d) you may be required to repay to the Company certain previously paid compensation, whether provided under the Plan, this Option, or otherwise in accordance with the Clawback Policy, and (e) you understand the terms and conditions set forth in the Policies and this Section 6. The Company's rights under this Section 6 shall be in addition to its rights under Section 3.3.2 of the Plan.

7. Method of Exercising Option

(a) Subject to the terms and conditions of this Agreement, you may exercise your Option by following the procedures established by the Company from time to time. In addition, you may exercise your Option by written notice to the Company as provided in Section 10 of this Agreement that states (i) your election to exercise the Option, (ii) the Grant Date of the Option, (iii) the Option Price of the shares of Stock subject to the Option, (iv) the number of shares of Stock as to which the Option is being exercised, (v) the manner of payment and (vi) the manner of payment for any income tax withholding amount. The notice shall be signed by you or the Person or Persons exercising the Option. The notice shall be accompanied by payment in full of the Option Price for all shares of Stock designated in the notice. To the extent that the Option is exercised after your death or the Disability Date, the notice of exercise shall also be accompanied by appropriate proof of the right of such Person or Persons to exercise the Option.

(b) Payment of the Option Price shall be made to the Company through one or a combination of the following methods:

(i) cash, in United States currency (including check, draft, money order or wire transfer made payable to the Company);

(ii) delivery (either actual delivery or by attestation) of shares of Stock acquired by you having a Fair Market Value on the date of exercise equal to the Option Price. You shall represent and warrant in writing that you are the owner of the shares of Stock so delivered, free and clear of all liens, encumbrances, security interests and restrictions, and you shall duly endorse in blank all certificates delivered to the Company;

(iii) to the extent permitted by Applicable Laws and the Company, delivery (on a form acceptable to the Committee) of an irrevocable direction to a licensed securities broker acceptable to the Company to sell shares of Stock and to deliver all or part of the proceeds of such sale to the Company in payment of the Option Price; or

(iv) with the consent of the Company, by having the Company withhold the number of shares of Stock that would otherwise be issuable in an amount equal in value to the Option Price.

8. Taxes

(a) You acknowledge that you will consult with your personal tax adviser regarding the income tax consequences of exercising the Option or any other matters related to this Agreement. If you are employed by the Company or an Affiliate, in order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or foreign payroll, withholding, income or other taxes, which are your sole and absolute responsibility, are withheld or collected from you.

(b) In accordance with the terms of the Plan, and such rules as may be adopted by the Committee administering the Plan, you may elect to satisfy any applicable tax withholding obligations arising from the exercise of the Option by (i) delivering cash (including check, draft, money order or wire transfer made payable to the order of the Company), (ii) having the Company withhold a portion of the shares of Stock otherwise to be delivered upon exercise of the Option having a Fair Market Value equal to the amount of such taxes, or (iii) delivering to the Company shares of Stock having a Fair Market Value equal to the amount of such taxes. The Company will not deliver any fractional share of Stock but will pay, in lieu thereof, the Fair Market Value of such fractional share. Your election must be made on or before the date that the amount of tax to be withheld is determined. The maximum number of shares of Stock that may be withheld to satisfy any applicable tax withholding obligations arising from the exercise of the Option may not exceed such number of shares of Stock having a Fair Market Value equal to the minimum statutory amount required by the Company to be withheld and paid to any federal, state, or local taxing authority with respect to such exercise, or such greater amount as may be permitted under applicable accounting standards, at the discretion of the Company. If you do not make a tax withholding election under this Section 8(b), the Company shall withhold shares of Stock as provided in Section 8(b)(ii) above.

9. Adjustments

In the event that the Committee administering the Plan shall determine that any dividend or other distribution (whether in the form of cash, shares of Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company or other similar corporate transaction or event affects the shares of Stock covered by the Option such that an adjustment is determined by the Committee administering the Plan to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement, then the Committee administering the Plan shall, in such manner as it may deem equitable, in its sole discretion, adjust any or all of the number and type of the shares covered by the Option and the Option Price of the Option.

10. General Provisions

(a) Interpretations. This Agreement is subject in all respects to the terms of the Plan. A copy of the Plan is available upon your request. Terms used herein which are defined in the Plan shall have the respective meanings given to such terms in the Plan, unless otherwise defined herein. In the event that any provision of this Agreement is inconsistent with the terms of the Plan, the terms of the Plan shall govern. Any question of administration or interpretation arising under this Agreement shall be determined by the Committee administering the Plan, and such determination shall be final, conclusive and binding upon all parties in interest.

(b) No Rights as a Shareholder. Neither you nor your legal representatives shall have any of the rights and privileges of a shareholder of the Company with respect

to the shares of Stock subject to the Option unless and until such shares are issued upon exercise of the Option.

(c) No Right to Employment. Nothing in this Agreement or the Plan shall be construed as giving you the right to be retained as an employee of the Company or any Affiliate. In addition, the Company or an Affiliate may at any time dismiss you from employment, free from any liability or any claim under this Agreement, unless otherwise expressly provided in this Agreement.

(d) Option Not Transferable. Except as otherwise provided by the Plan or by the Committee administering the Plan, the Option shall not be transferable and the Option shall be exercisable during your lifetime only by you or, if permissible under Applicable Law, by your guardian or legal representative. The Option may not be pledged, alienated, attached or otherwise encumbered, and any purported pledge, alienation, attachment or encumbrance of the Option shall be void and unenforceable against the Company or any Affiliate.

(e) Reservation of Shares. The Company shall at all times during the term of the Option reserve and keep available such number of shares of Stock as will be sufficient to satisfy the requirements of this Agreement.

(f) Securities Matters. The Company shall not be required to deliver any shares of Stock until the requirements of any federal or state securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.

(g) Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

(h) Sections. Sections (if any) that are referenced but “intentionally omitted” from this Agreement shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

(i) Arbitration. [Except for injunctive relief as set forth herein,]³ the parties agree that any dispute between the parties regarding this Agreement shall be submitted to binding arbitration in Orlando, Florida pursuant to the Darden dispute resolution program.

(j) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida (without giving effect to the conflict of law principles thereof). Subject to Section 10(i) hereof, you agree that the state and federal courts of Florida shall have jurisdiction over any litigation between you and the Company regarding this Agreement, and you expressly submit to the exclusive jurisdiction and venue of the federal and state courts sitting in Orange County, Florida.

³ **Note to Draft:** This language only to be included in Agreements that contain the restrictive covenants in Section 5.

(k) Notices. You should send all written notices regarding this Agreement or the Plan to the Company at the following address:

Darden Restaurants, Inc.
Vice President, Compensation
1000 Darden Center Drive
Orlando, FL 32837
LTI@darden.com

(l) Offset. Any severance or other payments or benefits to you under the Company's plans and agreements may be reduced, in the Company's discretion, by any amounts that you owe the Company under Section 5 or Section 6 of this Agreement, provided that any such offset occurs at a time so that it does not violate Section 409A of the Code and is permitted under Applicable Laws.

(m) Award Agreement and Related Documents. This Nonqualified Stock Option Award Agreement shall have no force or effect unless you have been notified by the Company, and identified in the Company's records, as the recipient of a Nonqualified Stock Option grant. [You are not required to execute this Agreement, but you will have 60 days from the Grant Date to notify the Company of any issues regarding the terms and conditions of this Agreement; otherwise, you will be deemed to agree with them. **OR YOU MUST REVIEW AND ACKNOWLEDGE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, INCLUDING SPECIFICALLY THE RESTRICTIVE COVENANTS, THE CLAWBACK AND FORFEITURE PROVISIONS UNDER SECTION 5 AND SECTION 6 OF THIS AGREEMENT AND THE COMPANY'S OFFSET RIGHTS, BY EXECUTING THIS AGREEMENT ELECTRONICALLY VIA YOUR ESTABLISHED ACCOUNT ON THE MORGAN STANLEY SMITH BARNEY WEBSITE WITHIN 60 DAYS OF THE DATE OF GRANT; PROVIDED, HOWEVER, THAT THE COMMITTEE MAY, AT ITS DISCRETION, EXTEND THIS DATE. FAILURE TO ACCEPT THE REFERENCED TERMS AND TO EXECUTE THIS AGREEMENT ELECTRONICALLY WILL PRECLUDE YOU FROM RECEIVING YOUR STOCK OPTION GRANT.**] In connection with your Nonqualified Stock Option grant and this Agreement, the following additional documents were made available to you electronically, and paper copies are available on request directed to the Company's Compensation Department: (i) the Plan; and (ii) a Prospectus relating to the Plan.

⁴ **Note to Draft:** Active acceptance of the Agreement only to be included in Agreements that contain the restrictive covenants in Section 5.

Darden Restaurants, Inc. Benefits Trust GRANTOR TRUST AGREEMENT

This Grantor Trust Agreement (this "Trust Agreement") is entered into and effective May 15, 2024 by and between Darden Restaurants, Inc. (the "Company") and Delaware Charter Guarantee & Trust Company, a Delaware corporation conducting business under the trade name of Principal Trust Company® (the "Trustee").

Recitals

- (a) **WHEREAS**, the Company has adopted the nonqualified deferred compensation plans and agreements (the "Arrangements") listed in Attachment A to this Trust Agreement;
- (b) **WHEREAS**, the Company has incurred or expects to incur liability under the terms of such Arrangements with respect to the individuals participating in such Arrangements (the "Participants and Beneficiaries");
- (c) **WHEREAS**, the Company previously established the Darden Restaurants, Inc. Benefits Trust (the "Trust") and contributed to the Trust assets that shall be held therein, subject to the claims of the Company's creditors in the event of the Company's Insolvency, as herein defined, until paid to Participants and Beneficiaries in such manner and at such times as specified in the Arrangements and in this Trust Agreement;
- (d) **WHEREAS**, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Arrangements as one or more unfunded plans maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and
- (e) **WHEREAS**, it is the intention of the Company to make contributions to the Trust to provide itself with a source of funds to assist it in satisfying its liabilities under the Arrangements.
- (f) **WHEREAS**,

This is an amendment and restatement of the above-named Trust.

This is a newly-established trust.

NOW, THEREFORE, the parties do hereby establish, or amend and restate, the Trust as indicated above and agree that the Trust shall be comprised, held, and disposed of as follows:

Section 1. The Trust

- (a) The Trust is intended to be a grantor trust, of which the Company is the "Grantor," within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be construed accordingly.
- (b) The Company shall be considered a Grantor for the purposes of the Trust.
- (c) The Trust is irrevocable.
- (d) The Company previously deposited with the Trustee in the Trust an initial contribution (the "Initial Contribution") which became the principal of the Trust to be held, administered, and disposed of by the Trustee as provided in this Trust Agreement.
- (e) The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes of Participants and Beneficiaries and general creditors as herein set forth. Participants and Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Arrangements and this Trust Agreement shall be unsecured contractual rights of Participants and Beneficiaries against the Company. Any assets held by the Trust will be subject to the claims of the general creditors of the Company under federal and state law in the event the Company is Insolvent, as defined in Section 3(a) herein.

- (f) The Company, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property acceptable to the Trustee into the Trust to augment the principal to be held, administered, and disposed of by the Trustee as provided in this Trust Agreement. Neither the Trustee nor any Participants and Beneficiaries shall have any right to compel additional deposits.
- (g) In addition to the Initial Contribution, the Company shall make such other contributions as shall from time to time be authorized by due corporate action. Any such contribution made by the Company may be in cash, by letter of credit or, in such property (including, without limitation, publicly traded securities issued by the Company) as the Company may determine. The Company shall keep accurate books and records with respect to the interest of the Participants and Beneficiaries in any Arrangements and shall provide copies of such books and records to the Trustee at any time as the Trustee shall request.
- (h) Upon a Change in Control, as that term is defined in the Arrangements, the Company shall, as soon as possible, but in no event longer than ninety (90) days following the occurrence of the Change in Control, make an irrevocable contribution to the Trust in an amount that is sufficient (taking into account the Trust assets, if any, resulting from prior contributions) to fund the Trust in an amount equal to no less than one hundred percent (100%) but no more than one hundred twenty percent (120%) of the amount necessary to pay all Participants and Beneficiaries the benefits to which Participants and Beneficiaries would be entitled pursuant to the terms of the Arrangements as of the date on which the Change in Control occurred.
- (i) The duties of the Trustee shall be limited to the assets held in the Trust, and the Trustee shall have no duties with respect to assets held by any other person, including, without limitation, any other trustee. The Trustee shall be the sole trustee under this Trust Agreement. If another entity (including any persons, corporate or individual) is appointed by the Company as a trustee, the Trustee and the other entity shall not be considered co-trustees. Rather, each trustee shall be solely responsible for the assets it possesses and for purposes of allocating fiduciary responsibility and liability.

Section 2. Payments to participants and beneficiaries

- (a) The Company shall deliver to Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of Participants and Beneficiaries, that provides a formula or other instructions acceptable to Trustee for determining the amounts so payable, the form in which such amount is to be paid (as provided for or available under the Arrangements), and the time of commencement for payment of such amounts.
- (b) The Trustee shall make payments to the Participants and Beneficiaries in accordance with the Payment Schedule only if the Company has engaged the Trustee to do so through a separate agreement for payment services ("Paying Agency Agreement").

In the absence of a Paying Agency Agreement, the Company may direct the Trustee to provide assets from the Trust to the Company, in which case the Company will make payments to the Participants and Beneficiaries in accordance with the Payment Schedule and report and pay taxes related to such payments to the appropriate taxing authorities. The Company may only request assets for such payments as they become due under the terms of the Arrangements and acknowledges that the Company shall have full liability for ensuring the payments are made and tax withholding is submitted within a reasonable time after receipt of the Trust assets. The Company shall indemnify the Trustee for any claims related to the release of the Trust assets.

The Trustee's responsibility for withholding, reporting, and remitting Federal, state, and local taxes with respect to payments shall be limited as set forth herein. It shall be the Company's responsibility for all other withholding, reporting, and remitting. The entitlement of Participants and Beneficiaries to benefits under the Arrangements shall be determined by the Company under the Arrangements, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Arrangements.

- (c) The Company may make payment of benefits directly to Participants and Beneficiaries as they become due under the terms of the Arrangements and, in connection with such payment, may request to be reimbursed therefore from the Trust, so long as such request is made not later than one hundred and twenty (120) days following the payment of benefits by the Company. If the Company requests reimbursement from the Trust, the Company shall provide to the Trustee documentation that payments were made in compliance with the Arrangements and this Trust Agreement. The Trustee shall be entitled to rely on such documentation. The Company shall notify the Trustee of its decision to make payment of benefits prior to the time amounts are payable to Participants and Beneficiaries.
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In addition, if the principal of the Trust and any earnings thereon are not sufficient to make payments of benefits in accordance with the terms of the Arrangements, the Company shall make the balance of each such payment as it falls due in accordance with the Arrangements. The Trustee shall notify the Company where principal and earnings are not sufficient. Nothing in this Trust Agreement shall relieve the Company of its liabilities to pay benefits due under the Arrangements except to the extent such liabilities are met by application of assets of the Trust. Trustee shall not be liable for the inadequacy of the Trust to pay any amounts due under the Arrangements.

Section 3. Trustee responsibility regarding payments participants and beneficiaries when the Company is insolvent

- (a) The Trustee shall cease payment of benefits to Participants and Beneficiaries if the Company is Insolvent. The Company shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Company is unable to pay its debts as they become due, or (ii) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.
- (b) At all times during the continuance of this Trust Agreement, the principal and income of the Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.
 - (1) The Board of Directors and the Chief Executive Officer of the Company shall have the duty to inform the Trustee in writing that the Company is Insolvent. If a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to Participants and Beneficiaries.
 - (2) Unless the Trustee has actual knowledge that the Company is Insolvent, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Company's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company's solvency.
 - (3) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments to Participants and Beneficiaries and shall hold the assets of the Trust for the benefit of the Company's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Participants and Beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Arrangements or otherwise.
 - (4) The Trustee shall resume the payment of benefits to Participants and Beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has been directed by a court of competent jurisdiction to resume payments or the Board of Directors and the Chief Executive Officer of the Company certifies that the Company is not Insolvent (or is no longer Insolvent). The Trustee shall be entitled to rely conclusively on such direction or certification without a duty of further investigation.
- (c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants and Beneficiaries under the terms of the Arrangements for the period of such discontinuance, less the aggregate amount of any payments made to Participants and Beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance.

Section 4. Payments to the Company

- (a) Except as provided in Section 2(b), Section 2(c), Section 3, and Section 4(b) hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to Participants and Beneficiaries pursuant to the terms of the Arrangements.
 - (b) In the event that the Company determines that the Trust assets exceed one hundred twenty percent (120%) of the anticipated benefit obligations and Administrative Expenses (as defined in Section 11) that are to be paid under the Arrangements, the Trustee, at the written direction of the Company, shall distribute to the Company such excess portion of Trust assets.
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Section 5. Investment authority

(a) The Company shall direct the Trustee with respect to investments, subject to the following:

- (1) The Company may direct the Trustee to invest in any assets acceptable to the Trustee, including mutual funds and Policies (as defined in Section 6).
 - (2) The Company may direct the Trustee to segregate all or a portion of the Trust in a separate investment account or accounts and may appoint one or more investment managers and/or an investment committee established by the Company to direct the investment and reinvestment of each such investment account or accounts. In such event, the Company shall notify the Trustee of the appointment of each such investment manager and/or investment committee. No such investment manager shall be related, directly or indirectly, to the Company, but members of the investment committee may be employees of the Company. Thereafter, the Trustee shall make every sale or investment with respect to such investment account as directed in writing by the investment manager or investment committee.
 - (3) It shall be the duty of the Trustee to act strictly in accordance with each direction received from the Company, an investment manager or investment committee. The Trustee shall be under no duty to question any such direction, to review any securities or other property held in such investment account or accounts acquired by it pursuant to such directions or to make any recommendations to the Company, investment managers or investment committee with respect to such securities or other property.
 - (4) Notwithstanding the foregoing, the Trustee, without obtaining prior approval or direction from the Company, an investment manager or investment committee, shall invest cash balances held by it from time to time in short term cash equivalents including, but not limited to, through the medium of any short term fund established and maintained by the Trustee or its affiliate subject to the instrument establishing such fund, U.S. Treasury Bills, commercial paper (including such forms of commercial paper as may be available through the Trustee or its affiliate), certificates of deposit (including certificates issued by the Trustee or its affiliate in its separate corporate capacity), and similar type securities, with a maturity not to exceed one year; and, furthermore, sell such short term investments as may be necessary to carry out the instructions of an investment manager or investment committee regarding more permanent type investment and directed distributions.
 - (5) At the direction of the Company, an investment manager or investment committee, the Trustee shall exercise any and all voting rights associated with the Trust assets, give proxies, participate in any voting trusts, mergers, consolidations or liquidations, tender shares and exercise stock subscriptions or conversion rights.
 - (6) The Trustee shall neither be liable nor responsible for any loss resulting to the Trust by reason of any sale or purchase of an investment directed by the Company, an investment manager or investment committee nor by reason of the failure to take any action with respect to any investment which was acquired pursuant to any such direction in the absence of further directions of the Company, such investment manager or investment committee.
- (b) The Trustee may rely upon any order, certificate, notice, direction, or other documentary confirmation purporting to have been issued by the Company, investment manager or investment committee which the Trustee believes to be genuine and to have been issued by the Company, investment manager or investment committee. The Trustee shall not be charged with knowledge of the termination of the appointment of any investment manager or investment committee until it receives written notice thereof from the Company.
- (c) The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets (other than securities issued by the Trustee or the Company) of equal fair market value for any asset held by the Trust. This right is exercisable by the Company in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity.
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Section 6. Insurance contracts

- (a) In accordance with directions from the Company, an investment manager or investment committee, Trustee shall apply for, pay premiums on and maintain in force on the lives of Participants and Beneficiaries, individual ordinary or individual or group term or universal life insurance policies, variable universal life insurance policies, survivorship life insurance policies or annuity policies ("Policy" or "Policies") (including any policies issued by an affiliate of the Trustee). The Trustee shall be under no duty to make inquiry as to the propriety of the type or amount so specified.
- (b) All Policies shall provide that the Trust shall be the owner thereof with the power to exercise all rights, privileges, options, and elections granted by or permitted under such Policy or under the rules of the insurer. The exercise by the Trustee of any incidents of ownership under any Policy shall be subject to the direction of the Company.
- (c) The Trustee shall have no power to: (1) name a beneficiary of the Policy other than the Trust; (2) assign the Policy (as distinct from conversion of the policy to a different form) other than to a successor trustee; **or** (3) loan to any person the proceeds of any borrowing against such Policy; provided, however, notwithstanding the foregoing limitations, the Trustee may, if so directed, loan to the Company the proceeds of any borrowing against a Policy held as an asset of the Trust.
- (d) No insurer shall be deemed to be a party to this Trust Agreement, and an insurer's obligations shall be measured and determined solely by the terms of Policies and other agreements executed by the insurer.

Section 7. Disposition of income

During the term of this Trust Agreement, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

Section 8. Accounting by the Trustee

The following provisions shall apply to the records and accounting for the Trust:

- (a) The Trustee or its designee shall provide the Company with an accounting of its transactions as soon as practical after the last day of each year, and, upon the agreement of the Company and the Trustee, such accounting may be provided more frequently. The Company agrees to receive such report or accounting electronically. If the fair market value of an asset in the Trust is not available when necessary for accounting or reporting purposes, the fair value of the asset shall be determined in good faith by the Company, assuming an orderly liquidation at the time of such determination. If there is a disagreement between the Trustee and anyone as to any act or transaction reported in an accounting, the Trustee shall have the right to have its account settled by a court of competent jurisdiction. The Trustee shall be entitled to hold and to commingle the assets of the Trust in one fund for investment purposes at the direction of the Company; the Trustee may create one or more sub-accounts.
- (b) Any such report or accounting is open to inspection by the Company for a period of ninety (90) days following the date it is provided. At the end of the ninety-day period, the Trustee is released and discharged as to any matters set forth in the report or accounting, except with respect to any act or omission as to which the Company has filed a written objection claiming negligence, willful misconduct, or lack of good faith within the ninety-day period.
- (c) The Trustee shall retain its records relating to the Trust as long as necessary for the proper administration thereof and at least for any period required by applicable law.

Section 9. Complementary powers of the Trustee

In exercising its powers under Section 5 of this Trust Agreement and discharging its duties generally under this Trust Agreement, the Trustee shall have the following powers with respect to the Trust:

- (a) The Trustee may hire and pay reasonable compensation from the Trust to agents, brokers, broker/dealers, attorneys, accountants, actuaries, investment advisors, custodians, financial consultants, or other persons, (in each case who may be affiliates of the Trustee), whose advice or services the Trustee may deem necessary in carrying out its duties and powers under this Trust Agreement, and the Trustee may rely on any determinations made by such professionals.
- (b) The Trustee may make, execute, acknowledge, and deliver any instruments that may be necessary to carry out the powers granted it, including custodial agreements.
- (c) The Trustee may consult with legal counsel (who may also be counsel for the Company generally) with respect to any of its duties or obligations hereunder.
- (d) The Trustee may appoint and remove sub-custodians, which may be an affiliate of Trustee, to carry out such of the provisions of this Trust Agreement as the Trustee may from time to time direct. The Trustee shall be liable for the acts or omissions of a sub-custodian to the same extent as if the action or omission were performed by the Trustee itself, taking into account the facts and circumstances and the established local market practices and laws prevailing in the particular jurisdiction in which the Company elects to invest.
- (e) The Trustee may hold assets in the Trustee's name or in the name of a nominee and to cause assets to be held by such custodian, transfer agent, broker, broker/dealer, or other party as appropriate to carrying out the Trustee's duties under this Trust Agreement.
- (f) The Trustee may perform all acts necessary, in the Trustee's judgment, for the proper performance of the Trustee's duties under this Trust Agreement.

Section 10. Limitation of the Trustee's liability

- (a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is contemplated by, and in conformity with, the terms of the Arrangements and this Trust and is given in writing by the Company. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.
- (b) To the extent not prohibited by applicable law, the Company shall indemnify, defend and hold the Trustee and its affiliates, and their respective directors, managers, officers, employees, agents and other representatives (each, an "Indemnified Party") harmless from any and all losses, damages, penalties, liabilities, claims, costs, or expenses, including but not limited to reasonable attorneys' fees and expenses (each, a "Loss"), (i) resulting from any action, inaction, failure to act or omission taken pursuant to the terms of this Trust Agreement or in connection with the administration of the Trust, unless the Indemnified Party's action, inaction, failure to act or omission constitutes gross negligence or willful misconduct under applicable law, (ii) to the extent a Loss is caused by reason of any action, inaction, failure to act or omission on the part of any previous trustee or successor trustee, (iii) sustained or in anticipation of sustaining when instituting, maintaining, or defending any suit, action or other legal proceedings, (iv) resulting from the Company's failure to properly pay benefits under the Arrangements, (v) resulting from the Company's failure to properly withhold and remit federal, state or local taxes in connection with payments from the Trust except to the extent the Trustee has agreed to withhold and/or remit any such taxes under the Paying Agency Agreement or (vi) resulting from errors caused by inaccurate reporting or failure of the asset's third-party custodian to provide accurate information.

The Company shall be reimbursed, indemnified, and held harmless by the Trustee against any and all costs, losses, claims, damages, expenses, and liabilities including, but not limited to, taxes, governmental charges, legal and attorney's fees and disbursements reasonably incurred by or imposed against the Company sustained as a direct result of Trustee's gross negligence, fraud, or willful misconduct in the performance of its duties under this Trust Agreement.

The foregoing rights to indemnification are conditioned upon the indemnifying party's receipt of reasonable notice of any claim and an opportunity to correct any alleged mistake, defend against any claim, and meaningfully participate in any settlement proceedings.

Notwithstanding anything herein to the contrary, "negligence" for purposes of this indemnification provision shall not include the Trustee's failure to consider the prudence or imprudence of any direction from the Company or any authorized representative of the Company

- (c) Notwithstanding anything to the contrary in this Trust Agreement, in no event shall the Trustee be liable for any indirect, consequential, special, incidental, or punitive damages of any kind whatsoever (including, without limitation, lost profits) with respect to the services provided pursuant to this Trust Agreement, regardless of whether Trustee has been advised of the possibility of such damages.
- (d) The Trustee shall have, without exclusion, all powers conferred on the Trustee by applicable law, unless expressly provided otherwise herein.
- (e) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administration Regulations promulgated pursuant to the Code.
- (f) The Trustee is not a party to, and has no duties or responsibilities under, the Arrangements, other than those that may be expressly contained in this Trust Agreement. In any case in which a provision of this Trust Agreement conflicts with any provision in the Arrangements, this Trust Agreement shall control.
- (g) The Trustee shall have no duties, responsibilities, or liability with respect to the acts or omissions of any prior or successor trustee.
- (h) The provisions of this Section, and any indemnification or hold harmless provisions in this Trust Agreement shall survive the termination, amendment, or expiration of this Trust Agreement.

Section 11. Compensation and expenses of the Trust and the Trustee

The Trustee shall receive reasonable compensation for services provided under this Trust Agreement as agreed to from time to time with the Company. The Trustee shall be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services. To the extent not prohibited by applicable law, and to the extent the Trust is funded, the Company hereby agrees that the Trustee shall have a continuing lien and security interest upon the Trust if Trustee or any of its affiliates or agents: (a) advances financial assets to the Company for any purpose; or (b) incurs expenses, fees, charges, taxes, assessments, claims, liabilities or other indebtedness (collectively, "Administrative Expenses") in connection with the performance of this Trust Agreement or other services provided for the Arrangements.

The Trustee may also pay other expenses, as directed by the Company, from the Trust in the same manner as described above. The Trustee is hereby authorized to collect Administrative Expenses and compensation as described above. Compensation for an investment manager shall be paid from the Trust if not paid directly by the Company. The Trustee shall not be responsible for determining the reasonableness of any compensation to be paid to an investment manager.

Section 12. Resignation and removal of the Trustee

- (a) The Trustee may resign at any time by written notice to the Company, which shall be effective ninety (90) days after receipt of such notice unless the Company and the Trustee agree otherwise.
- (b) The Trustee may be removed by the Company on ninety (90) days' notice or upon shorter notice accepted by the Trustee.
- (c) Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within ninety (90) days after receipt of notice of resignation, removal, or transfer, unless the Company extends the time limit.
- (d) If the Trustee resigns or is removed, a successor shall be appointed by the Company, in accordance with Section 13 hereof, by the effective date of resignation or removal under paragraph(s) (a) or (b) of this Section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as Administrative Expenses of the Trust.

Section 13. Appointment of Successor

- (a) If the Trustee resigns or is removed in accordance with Section 12 hereof, the Company may appoint, subject to Section 12, any third party, such as a bank trust department or other third party that may be granted corporate trustee powers under
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state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the successor trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by the Company or the successor trustee to evidence the transfer.

- (b) The successor trustee need not examine the records and acts of any prior trustee and may retain or dispose of existing Trust assets, subject to Sections 8 and 10 hereof. The successor trustee shall not be responsible for and the Company shall indemnify and defend the successor trustee from any claim or liability resulting from any action or inaction of any prior trustee or from any other past event, or any condition existing at the time it becomes successor trustee.

Section 14. Amendment or termination

- (a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company, except as otherwise provided in this Section. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Arrangements or shall make the Trust revocable.
- (b) Upon written approval of all Participants and Beneficiaries entitled to payment of benefits pursuant to the terms of the Arrangements, the Company may terminate this Trust prior to the time all benefit payments under the Arrangements have been made. All assets in the Trust at termination shall be returned to the Company.

Section 15. Force Majeure

Notwithstanding anything to the contrary contained herein, except as required by applicable law, the Trustee shall not be responsible or liable for its failure to perform under this Trust Agreement or for any losses to the Trust resulting from any event beyond the reasonable control of the Trustee, its agents, affiliates or sub-custodians including but not limited to nationalization, strikes, expropriation, devaluation, seizure, eminent domain or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trust's property; or the breakdown, failure or malfunction of any utilities, telecommunications systems, or computer systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or poor or incomplete data provided by the Company; or acts of war, terrorism, insurrection or revolution; pandemic or acts of God; or any similar event, or any other unusual circumstances not reasonably within the control of Trustee.

Section 16. Miscellaneous

- (a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.
 - (b) The Company hereby represents and warrants that all of the Arrangements have been established, maintained and administered in accordance with all applicable laws, including without limitation, ERISA. The Company hereby indemnifies and agrees to hold the Trustee harmless from all liabilities, including attorneys' fees, relating to, or arising out of the establishment, maintenance, and administration of the Arrangements. To the extent the Company does not pay any of such liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust. If at any time the Trust fails to meet the requirements of the Internal Revenue Code Section 409A, the Company shall determine, withhold, report, and remit all taxes thereunder, as applicable.
 - (c) Except as provided for in a domestic relations order meeting the requirements of Code Section 414(p)(1)(B), as determined by the Company or its delegate, benefits payable to Participants and Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered, or subjected to attachment, garnishment, levy, execution or other legal or equitable process.
 - (d) This Trust Agreement shall be governed by and construed in accordance with the laws of Delaware.
 - (e) If a provision of this Trust Agreement requires that a communication or document be provided to the Trustee in writing or written form, that requirement may also be satisfied by a facsimile transmission, electronic mail or other electronic transmission of text (including electronic records attached thereto), if the Trustee reasonably believes such
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communication or document has been signed, sent or presented (as applicable) by any person or entity authorized to act on behalf of the Company. Any electronic mail or other electronic transmission of text will be deemed signed by the sender if the sender's name or electronic address appears as part of, or is transmitted with, the electronic record. The Trustee will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. Nor shall the Trustee incur any liability in executing instructions from any person or entity authorized to act on behalf of the Company prior to receipt by it of notice of the revocation of the written authority of such person or entity.

IN WITNESS WHEREOF, this Trust Agreement has been executed on behalf of the parties hereto on the day and year first above written.

Darden Restaurants, Inc.

Delaware Charter Guarantee & Trust Company,
a Delaware Corporation conducting business under the trade
name of Principal Trust Company, as Trustee

By /s/ Scott Brophy

By /s/ Nicole Schneider

Print Name Scott Brophy

Print Name Nicole Schneider

Business Title VP and Treasurer

Business Title Processing Specialist II

Date 5/23/24

Date 6/27/24

Contract # 306071, 632844

Attachment A

The following Arrangements are covered by this Trust:

Darden Restaurants, Inc. FlexComp Plan

RARE Hospitality International, Inc. Deferred Compensation Plan Trust GRANTOR TRUST AGREEMENT

This Grantor Trust Agreement (this "Trust Agreement") is entered into and effective May 15, 2024 by and between Darden Restaurants, Inc. (the "Company") and Delaware Charter Guarantee & Trust Company, a Delaware corporation conducting business under the trade name of Principal Trust Company® (the "Trustee").

Recitals

- (a) **WHEREAS**, the Company has adopted the nonqualified deferred compensation plans and agreements (the "Arrangements") listed in Attachment A to this Trust Agreement;
- (b) **WHEREAS**, the Company has incurred or expects to incur liability under the terms of such Arrangements with respect to the individuals participating in such Arrangements (the "Participants and Beneficiaries");
- (c) **WHEREAS**, the Company previously established the RARE Hospitality International, Inc. Deferred Compensation Plan Trust (the "Trust") and contributed to the Trust assets that shall be held therein, subject to the claims of the Company's creditors in the event of the Company's Insolvency, as herein defined, until paid to Participants and Beneficiaries in such manner and at such times as specified in the Arrangements and in this Trust Agreement;
- (d) **WHEREAS**, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Arrangements as one or more unfunded plans maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and
- (e) **WHEREAS**, it is the intention of the Company to make contributions to the Trust to provide itself with a source of funds to assist it in satisfying its liabilities under the Arrangements.
- (f) **WHEREAS**,

This is an amendment and restatement of the above-named Trust.

This is a newly-established trust.

NOW, THEREFORE, the parties do hereby establish, or amend and restate, the Trust as indicated above and agree that the Trust shall be comprised, held, and disposed of as follows:

Section 1. The Trust

- (a) The Trust is intended to be a grantor trust, of which the Company is the "Grantor," within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be construed accordingly.
 - (b) The Company shall be considered a Grantor for the purposes of the Trust.
 - (c) The Trust is irrevocable.
 - (d) The Company previously deposited with the Trustee in the Trust an initial contribution (the "Initial Contribution") which became the principal of the Trust to be held, administered, and disposed of by the Trustee as provided in this Trust Agreement.
 - (e) The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes of Participants and Beneficiaries and general creditors as herein set forth. Participants and Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Arrangements and this Trust Agreement shall be unsecured contractual rights of Participants and Beneficiaries against the Company. Any assets held by the Trust will be subject to the claims of the general
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creditors of the Company under federal and state law in the event the Company is Insolvent, as defined in Section 3(a) herein.

- (f) The Company, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property acceptable to the Trustee into the Trust to augment the principal to be held, administered, and disposed of by the Trustee as provided in this Trust Agreement. Neither the Trustee nor any Participants and Beneficiaries shall have any right to compel additional deposits.
- (g) In addition to the Initial Contribution, the Company shall make such other contributions as shall from time to time be authorized by due corporate action. Any such contribution made by the Company may be in cash, by letter of credit or, in such property (including, without limitation, publicly traded securities issued by the Company) as the Company may determine. The Company shall keep accurate books and records with respect to the interest of the Participants and Beneficiaries in any Arrangements and shall provide copies of such books and records to the Trustee at any time as the Trustee shall request.
- (h) Upon a Change in Control, as that term is defined in the Arrangements, the Company shall, as soon as possible, but in no event longer than ninety (90) days following the occurrence of the Change in Control, make an irrevocable contribution to the Trust in an amount that is sufficient (taking into account the Trust assets, if any, resulting from prior contributions) to fund the Trust in an amount equal to no less than one hundred percent (100%) but no more than one hundred twenty percent (120%) of the amount necessary to pay all Participants and Beneficiaries the benefits to which Participants and Beneficiaries would be entitled pursuant to the terms of the Arrangements as of the date on which the Change in Control occurred.
- (i) The duties of the Trustee shall be limited to the assets held in the Trust, and the Trustee shall have no duties with respect to assets held by any other person, including, without limitation, any other trustee. The Trustee shall be the sole trustee under this Trust Agreement. If another entity (including any persons, corporate or individual) is appointed by the Company as a trustee, the Trustee and the other entity shall not be considered co-trustees. Rather, each trustee shall be solely responsible for the assets it possesses and for purposes of allocating fiduciary responsibility and liability.

Section 2. Payments to participants and beneficiaries

- (a) The Company shall deliver to Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of Participants and Beneficiaries, that provides a formula or other instructions acceptable to Trustee for determining the amounts so payable, the form in which such amount is to be paid (as provided for or available under the Arrangements), and the time of commencement for payment of such amounts.
- (b) The Trustee shall make payments to the Participants and Beneficiaries in accordance with the Payment Schedule only if the Company has engaged the Trustee to do so through a separate agreement for payment services ("Paying Agency Agreement").

In the absence of a Paying Agency Agreement, the Company may direct the Trustee to provide assets from the Trust to the Company, in which case the Company will make payments to the Participants and Beneficiaries in accordance with the Payment Schedule and report and pay taxes related to such payments to the appropriate taxing authorities. The Company may only request assets for such payments as they become due under the terms of the Arrangements and acknowledges that the Company shall have full liability for ensuring the payments are made and tax withholding is submitted within a reasonable time after receipt of the Trust assets. The Company shall indemnify the Trustee for any claims related to the release of the Trust assets.

The Trustee's responsibility for withholding, reporting, and remitting Federal, state, and local taxes with respect to payments shall be limited as set forth herein. It shall be the Company's responsibility for all other withholding, reporting, and remitting. The entitlement of Participants and Beneficiaries to benefits under the Arrangements shall be determined by the Company under the Arrangements, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Arrangements.

- (c) The Company may make payment of benefits directly to Participants and Beneficiaries as they become due under the terms of the Arrangements and, in connection with such payment, may request to be reimbursed therefore from the Trust, so long as such request is made not later than one hundred and twenty (120) days following the payment of benefits by the Company. If the Company requests reimbursement from the Trust, the Company shall provide to the Trustee documentation that payments were made in compliance with the Arrangements and this Trust Agreement. The Trustee shall be entitled to rely on such documentation. The Company shall notify the Trustee of its decision to make payment of benefits prior to the time amounts are payable to Participants and Beneficiaries.

In addition, if the principal of the Trust and any earnings thereon are not sufficient to make payments of benefits in accordance with the terms of the Arrangements, the Company shall make the balance of each such payment as it falls due in accordance with the Arrangements. The Trustee shall notify the Company where principal and earnings are not sufficient. Nothing in this Trust Agreement shall relieve the Company of its liabilities to pay benefits due under the Arrangements except to the extent such liabilities are met by application of assets of the Trust. Trustee shall not be liable for the inadequacy of the Trust to pay any amounts due under the Arrangements.

Section 3. Trustee responsibility regarding payments participants and beneficiaries when the Company is insolvent

- (a) The Trustee shall cease payment of benefits to Participants and Beneficiaries if the Company is Insolvent. The Company shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Company is unable to pay its debts as they become due, or (ii) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.
- (b) At all times during the continuance of this Trust Agreement, the principal and income of the Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.
 - (1) The Board of Directors and the Chief Executive Officer of the Company shall have the duty to inform the Trustee in writing that the Company is Insolvent. If a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to Participants and Beneficiaries.
 - (2) Unless the Trustee has actual knowledge that the Company is Insolvent, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Company's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company's solvency.
 - (3) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments to Participants and Beneficiaries and shall hold the assets of the Trust for the benefit of the Company's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Participants and Beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Arrangements or otherwise.
 - (4) The Trustee shall resume the payment of benefits to Participants and Beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has been directed by a court of competent jurisdiction to resume payments or the Board of Directors and the Chief Executive Officer of the Company certifies that the Company is not Insolvent (or is no longer Insolvent). The Trustee shall be entitled to rely conclusively on such direction or certification without a duty of further investigation.
- (c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants and Beneficiaries under the terms of the Arrangements for the period of such discontinuance, less the aggregate amount of any payments made to Participants and Beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance.

Section 4. Payments to the Company

- (a) Except as provided in Section 2(b), Section 2(c), Section 3, and Section 4(b) hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to Participants and Beneficiaries pursuant to the terms of the Arrangements.
- (b) In the event that the Company determines that the Trust assets exceed one hundred twenty percent (120%) of the anticipated benefit obligations and Administrative Expenses (as defined in Section 11) that are to be paid under the Arrangements, the Trustee, at the written direction of the Company, shall distribute to the Company such excess portion of Trust assets.

Section 5. Investment authority

(a) The Company shall direct the Trustee with respect to investments, subject to the following:

- (1) The Company may direct the Trustee to invest in any assets acceptable to the Trustee, including mutual funds and Policies (as defined in Section 6).
 - (2) The Company may direct the Trustee to segregate all or a portion of the Trust in a separate investment account or accounts and may appoint one or more investment managers and/or an investment committee established by the Company to direct the investment and reinvestment of each such investment account or accounts. In such event, the Company shall notify the Trustee of the appointment of each such investment manager and/or investment committee. No such investment manager shall be related, directly or indirectly, to the Company, but members of the investment committee may be employees of the Company. Thereafter, the Trustee shall make every sale or investment with respect to such investment account as directed in writing by the investment manager or investment committee.
 - (3) It shall be the duty of the Trustee to act strictly in accordance with each direction received from the Company, an investment manager or investment committee. The Trustee shall be under no duty to question any such direction, to review any securities or other property held in such investment account or accounts acquired by it pursuant to such directions or to make any recommendations to the Company, investment managers or investment committee with respect to such securities or other property.
 - (4) Notwithstanding the foregoing, the Trustee, without obtaining prior approval or direction from the Company, an investment manager or investment committee, shall invest cash balances held by it from time to time in short term cash equivalents including, but not limited to, through the medium of any short term fund established and maintained by the Trustee or its affiliate subject to the instrument establishing such fund, U.S. Treasury Bills, commercial paper (including such forms of commercial paper as may be available through the Trustee or its affiliate), certificates of deposit (including certificates issued by the Trustee or its affiliate in its separate corporate capacity), and similar type securities, with a maturity not to exceed one year; and, furthermore, sell such short term investments as may be necessary to carry out the instructions of an investment manager or investment committee regarding more permanent type investment and directed distributions.
 - (5) At the direction of the Company, an investment manager or investment committee, the Trustee shall exercise any and all voting rights associated with the Trust assets, give proxies, participate in any voting trusts, mergers, consolidations or liquidations, tender shares and exercise stock subscriptions or conversion rights.
 - (6) The Trustee shall neither be liable nor responsible for any loss resulting to the Trust by reason of any sale or purchase of an investment directed by the Company, an investment manager or investment committee nor by reason of the failure to take any action with respect to any investment which was acquired pursuant to any such direction in the absence of further directions of the Company, such investment manager or investment committee.
- (b) The Trustee may rely upon any order, certificate, notice, direction, or other documentary confirmation purporting to have been issued by the Company, investment manager or investment committee which the Trustee believes to be genuine and to have been issued by the Company, investment manager or investment committee. The Trustee shall not be charged with knowledge of the termination of the appointment of any investment manager or investment committee until it receives written notice thereof from the Company.
- (c) The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets (other than securities issued by the Trustee or the Company) of equal fair market value for any asset held by the Trust. This right is exercisable by the Company in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity.

Section 6. Insurance contracts

- (a) In accordance with directions from the Company, an investment manager or investment committee, Trustee shall apply for, pay premiums on and maintain in force on the lives of Participants and Beneficiaries, individual ordinary or individual or group term or universal life insurance policies, variable universal life insurance policies, survivorship life insurance policies or annuity policies ("Policy" or "Policies") (including any policies issued by an affiliate of the Trustee). The Trustee shall be under no duty to make inquiry as to the propriety of the type or amount so specified.
- (b) All Policies shall provide that the Trust shall be the owner thereof with the power to exercise all rights, privileges, options, and elections granted by or permitted under such Policy or under the rules of the insurer. The exercise by the Trustee of any incidents of ownership under any Policy shall be subject to the direction of the Company.
- (c) The Trustee shall have no power to: (1) name a beneficiary of the Policy other than the Trust; (2) assign the Policy (as distinct from conversion of the policy to a different form) other than to a successor trustee; or (3) loan to any person the proceeds of any borrowing against such Policy; provided, however, notwithstanding the foregoing limitations, the Trustee may, if so directed, loan to the Company the proceeds of any borrowing against a Policy held as an asset of the Trust.
- (d) No insurer shall be deemed to be a party to this Trust Agreement, and an insurer's obligations shall be measured and determined solely by the terms of Policies and other agreements executed by the insurer.

Section 7. Disposition of income

During the term of this Trust Agreement, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

Section 8. Accounting by the Trustee

The following provisions shall apply to the records and accounting for the Trust:

- (a) The Trustee or its designee shall provide the Company with an accounting of its transactions as soon as practical after the last day of each year, and, upon the agreement of the Company and the Trustee, such accounting may be provided more frequently. The Company agrees to receive such report or accounting electronically. If the fair market value of an asset in the Trust is not available when necessary for accounting or reporting purposes, the fair value of the asset shall be determined in good faith by the Company, assuming an orderly liquidation at the time of such determination. If there is a disagreement between the Trustee and anyone as to any act or transaction reported in an accounting, the Trustee shall have the right to have its account settled by a court of competent jurisdiction. The Trustee shall be entitled to hold and to commingle the assets of the Trust in one fund for investment purposes at the direction of the Company; the Trustee may create one or more sub-accounts.
- (b) Any such report or accounting is open to inspection by the Company for a period of ninety (90) days following the date it is provided. At the end of the ninety-day period, the Trustee is released and discharged as to any matters set forth in the report or accounting, except with respect to any act or omission as to which the Company has filed a written objection claiming negligence, willful misconduct, or lack of good faith within the ninety-day period.
- (c) The Trustee shall retain its records relating to the Trust as long as necessary for the proper administration thereof and at least for any period required by applicable law.

Section 9. Complementary powers of the Trustee

In exercising its powers under Section 5 of this Trust Agreement and discharging its duties generally under this Trust Agreement, the Trustee shall have the following powers with respect to the Trust:

- (a) The Trustee may hire and pay reasonable compensation from the Trust to agents, brokers, broker/dealers, attorneys, accountants, actuaries, investment advisors, custodians, financial consultants, or other persons, (in each case who may be affiliates of the Trustee), whose advice or services the Trustee may deem necessary in carrying out its duties and powers under this Trust Agreement, and the Trustee may rely on any determinations made by such professionals.
- (b) The Trustee may make, execute, acknowledge, and deliver any instruments that may be necessary to carry out the powers granted it, including custodial agreements.
- (c) The Trustee may consult with legal counsel (who may also be counsel for the Company generally) with respect to any of its duties or obligations hereunder.
- (d) The Trustee may appoint and remove sub-custodians, which may be an affiliate of Trustee, to carry out such of the provisions of this Trust Agreement as the Trustee may from time to time direct. The Trustee shall be liable for the acts or omissions of a sub-custodian to the same extent as if the action or omission were performed by the Trustee itself, taking into account the facts and circumstances and the established local market practices and laws prevailing in the particular jurisdiction in which the Company elects to invest.
- (e) The Trustee may hold assets in the Trustee's name or in the name of a nominee and to cause assets to be held by such custodian, transfer agent, broker, broker/dealer, or other party as appropriate to carrying out the Trustee's duties under this Trust Agreement.
- (f) The Trustee may perform all acts necessary, in the Trustee's judgment, for the proper performance of the Trustee's duties under this Trust Agreement.

Section 10. Limitation of the Trustee's liability

- (a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is contemplated by, and in conformity with, the terms of the Arrangements and this Trust and is given in writing by the Company. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.
- (b) To the extent not prohibited by applicable law, the Company shall indemnify, defend and hold the Trustee and its affiliates, and their respective directors, managers, officers, employees, agents and other representatives (each, an "Indemnified Party") harmless from any and all losses, damages, penalties, liabilities, claims, costs, or expenses, including but not limited to reasonable attorneys' fees and expenses (each, a "Loss"), (i) resulting from any action, inaction, failure to act or omission taken pursuant to the terms of this Trust Agreement or in connection with the administration of the Trust, unless the Indemnified Party's action, inaction, failure to act or omission constitutes gross negligence or willful misconduct under applicable law, (ii) to the extent a Loss is caused by reason of any action, inaction, failure to act or omission on the part of any previous trustee or successor trustee, (iii) sustained or in anticipation of sustaining when instituting, maintaining, or defending any suit, action or other legal proceedings, (iv) resulting from the Company's failure to properly pay benefits under the Arrangements, (v) resulting from the Company's failure to properly withhold and remit federal, state or local taxes in connection with payments from the Trust except to the extent the Trustee has agreed to withhold and/or remit any such taxes under the Paying Agency Agreement or (vi) resulting from errors caused by inaccurate reporting or failure of the asset's third-party custodian to provide accurate information.

The Company shall be reimbursed, indemnified, and held harmless by the Trustee against any and all costs, losses, claims, damages, expenses, and liabilities including, but not limited to, taxes, governmental charges, legal and attorney's fees and disbursements reasonably incurred by or imposed against the Company sustained as a direct result of Trustee's gross negligence, fraud, or willful misconduct in the performance of its duties under this Trust Agreement.

The foregoing rights to indemnification are conditioned upon the indemnifying party's receipt of reasonable notice of any claim and an opportunity to correct any alleged mistake, defend against any claim, and meaningfully participate in any settlement proceedings.

Notwithstanding anything herein to the contrary, "negligence" for purposes of this indemnification provision shall not include the Trustee's failure to consider the prudence or imprudence of any direction from the Company or any authorized representative of the Company

- (c) Notwithstanding anything to the contrary in this Trust Agreement, in no event shall the Trustee be liable for any indirect, consequential, special, incidental, or punitive damages of any kind whatsoever (including, without limitation, lost profits) with respect to the services provided pursuant to this Trust Agreement, regardless of whether Trustee has been advised of the possibility of such damages.
- (d) The Trustee shall have, without exclusion, all powers conferred on the Trustee by applicable law, unless expressly provided otherwise herein.
- (e) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administration Regulations promulgated pursuant to the Code.
- (f) The Trustee is not a party to, and has no duties or responsibilities under, the Arrangements, other than those that may be expressly contained in this Trust Agreement. In any case in which a provision of this Trust Agreement conflicts with any provision in the Arrangements, this Trust Agreement shall control.
- (g) The Trustee shall have no duties, responsibilities, or liability with respect to the acts or omissions of any prior or successor trustee.
- (h) The provisions of this Section, and any indemnification or hold harmless provisions in this Trust Agreement shall survive the termination, amendment, or expiration of this Trust Agreement.

Section 11. Compensation and expenses of the Trust and the Trustee

The Trustee shall receive reasonable compensation for services provided under this Trust Agreement as agreed to from time to time with the Company. The Trustee shall be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services. To the extent not prohibited by applicable law, and to the extent the Trust is funded, the Company hereby agrees that the Trustee shall have a continuing lien and security interest upon the Trust if Trustee or any of its affiliates or agents: (a) advances financial assets to the Company for any purpose; or (b) incurs expenses, fees, charges, taxes, assessments, claims, liabilities or other indebtedness (collectively, "Administrative Expenses") in connection with the performance of this Trust Agreement or other services provided for the Arrangements.

The Trustee may also pay other expenses, as directed by the Company, from the Trust in the same manner as described above. The Trustee is hereby authorized to collect Administrative Expenses and compensation as described above. Compensation for an investment manager shall be paid from the Trust if not paid directly by the Company. The Trustee shall not be responsible for determining the reasonableness of any compensation to be paid to an investment manager.

Section 12. Resignation and removal of the Trustee

- (a) The Trustee may resign at any time by written notice to the Company, which shall be effective ninety (90) days after receipt of such notice unless the Company and the Trustee agree otherwise.
- (b) The Trustee may be removed by the Company on ninety (90) days' notice or upon shorter notice accepted by the Trustee.
- (c) Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within ninety (90) days after receipt of notice of resignation, removal, or transfer, unless the Company extends the time limit.
- (d) If the Trustee resigns or is removed, a successor shall be appointed by the Company, in accordance with Section 13 hereof, by the effective date of resignation or removal under paragraph(s) (a) or (b) of this Section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as Administrative Expenses of the Trust.

Section 13. Appointment of Successor

- (a) If the Trustee resigns or is removed in accordance with Section 12 hereof, the Company may appoint, subject to Section 12, any third party, such as a bank trust department or other third party that may be granted corporate trustee powers under

state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the successor trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by the Company or the successor trustee to evidence the transfer.

- (b) The successor trustee need not examine the records and acts of any prior trustee and may retain or dispose of existing Trust assets, subject to Sections 8 and 10 hereof. The successor trustee shall not be responsible for and the Company shall indemnify and defend the successor trustee from any claim or liability resulting from any action or inaction of any prior trustee or from any other past event, or any condition existing at the time it becomes successor trustee.

Section 14. Amendment or termination

- (a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company, except as otherwise provided in this Section. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Arrangements or shall make the Trust revocable.
- (b) Upon written approval of all Participants and Beneficiaries entitled to payment of benefits pursuant to the terms of the Arrangements, the Company may terminate this Trust prior to the time all benefit payments under the Arrangements have been made. All assets in the Trust at termination shall be returned to the Company.

Section 15. Force Majeure

Notwithstanding anything to the contrary contained herein, except as required by applicable law, the Trustee shall not be responsible or liable for its failure to perform under this Trust Agreement or for any losses to the Trust resulting from any event beyond the reasonable control of the Trustee, its agents, affiliates or sub-custodians including but not limited to nationalization, strikes, expropriation, devaluation, seizure, eminent domain or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trust's property; or the breakdown, failure or malfunction of any utilities, telecommunications systems, or computer systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or poor or incomplete data provided by the Company; or acts of war, terrorism, insurrection or revolution; pandemic or acts of God; or any similar event, or any other unusual circumstances not reasonably within the control of Trustee.

Section 16. Miscellaneous

- (a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.
- (b) The Company hereby represents and warrants that all of the Arrangements have been established, maintained and administered in accordance with all applicable laws, including without limitation, ERISA. The Company hereby indemnifies and agrees to hold the Trustee harmless from all liabilities, including attorneys' fees, relating to, or arising out of the establishment, maintenance, and administration of the Arrangements. To the extent the Company does not pay any of such liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust. If at any time the Trust fails to meet the requirements of the Internal Revenue Code Section 409A, the Company shall determine, withhold, report, and remit all taxes thereunder, as applicable.
- (c) Except as provided for in a domestic relations order meeting the requirements of Code Section 414(p)(1)(B), as determined by the Company or its delegate, benefits payable to Participants and Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered, or subjected to attachment, garnishment, levy, execution or other legal or equitable process.
- (d) This Trust Agreement shall be governed by and construed in accordance with the laws of Delaware.
- (e) If a provision of this Trust Agreement requires that a communication or document be provided to the Trustee in writing or written form, that requirement may also be satisfied by a facsimile transmission, electronic mail or other electronic transmission of text (including electronic records attached thereto), if the Trustee reasonably believes such communication or document has been signed, sent or presented (as applicable) by any person or entity authorized to

act on behalf of the Company. Any electronic mail or other electronic transmission of text will be deemed signed by the sender if the sender's name or electronic address appears as part of, or is transmitted with, the electronic record. The Trustee will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. Nor shall the Trustee incur any liability in executing instructions from any person or entity authorized to act on behalf of the Company prior to receipt by it of notice of the revocation of the written authority of such person or entity.

IN WITNESS WHEREOF, this Trust Agreement has been executed on behalf of the parties hereto on the day and year first above written.

Darden Restaurants, Inc.

Delaware Charter Guarantee & Trust Company,
a Delaware Corporation conducting business under the trade
name of Principal Trust Company, as Trustee

By /s/ Scott Brophy

By /s/ Nicole Schneider

Print Name Scott Brophy

Print Name Nicole Schneider

Business Title VP and Treasurer

Business Title Processing Specialist II

Date 5/23/24

Date 6/27/24

Contract # 471980

Attachment A

The following Arrangements are covered by this Trust:

RARE Hospitality International, Inc. Deferred Compensation Plan

TR 712

FIRST AMENDMENT TO THE
DARDEN RESTAURANTS, INC. FLEXCOMP PLAN
(AS AMENDED AND RESTATED EFFECTIVE JUNE 1, 2021)

WHEREAS, Darden Restaurants, Inc. (the "Company") maintains the Darden Restaurants, Inc. FlexComp Plan (As Amended and Restated Effective June 1, 2021) (the "Plan");

WHEREAS, amendment of the Plan is now considered desirable to fully align the definition of "Change in Control" referenced under the Plan with the definition used under the Company's equity and incentive plans;

NOW, THEREFORE, by virtue of the power reserved to the Company by Section 7.5 of the Plan, and in exercise of the authority delegated to the Benefit Plans Committee by resolution of the Compensation Committee of the Board of Directors of the Company, the Plan is hereby amended, effective as of June 1, 2024, by adding the following paragraph to Section 7.5 of the Plan immediately following Subsection 7.5(c) thereof:

"The Board of Directors of Darden Restaurants, Inc. shall have full and final authority, in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control, and any incidental matters relating thereto."

* * * * *

[signatures on the following page]

RP-15: INSIDER TRADING

THE NEED FOR A POLICY STATEMENT

Darden Restaurants, Inc. (the “Company”) is a public company with stock listed on the New York Stock Exchange and as a result, the Company is subject to federal and state securities laws, including Rule 10b-5 under the Securities Exchange Act of 1934, as amended (“Exchange Act”), which prohibit “insider trading” in the Company’s securities. Insider trading violations are pursued vigorously by the Securities and Exchange Commission (“SEC”) and the New York Stock Exchange and are punished severely. Securities laws impose liability for violations not only on the individuals who trade in the Company’s securities, or who tip material nonpublic information (“material nonpublic information”) to others who trade, but also on the Company itself and its “controlling persons” if they fail to take reasonable steps to prevent insider trading by Company personnel.

Each individual is responsible for knowing the laws and regulations that apply to his or her transactions in the Company’s securities. The Company has adopted this Insider Trading Policy Statement (the “Policy Statement”) both to satisfy its obligation to prevent insider trading and to help Company personnel avoid the severe consequences associated with violations of the insider trading laws. This Policy Statement also is intended to prevent even the appearance of improper conduct on the part of anyone employed by or associated with the Company. A violation of law, or even an SEC investigation that does not result in prosecution, can tarnish a reputation and irreparably damage a career. The Company’s reputation for integrity and ethical conduct is well known and has been built over many years. We must all be diligent to protect that reputation “now and for generations.”

THE CONSEQUENCES

As an officer, employee or member of the Board of Directors of the Company, you are responsible for complying with federal and state securities laws and this Policy Statement. The consequences of failure to do so can be severe.

A. Traders and Tippees

Company personnel who trade on inside information (or their “tippees” who trade after receiving information from them) are subject to severe penalties:

1. A civil penalty of up to three times the profit gained or loss avoided;
2. A criminal fine of up to \$5,000,000 (no matter how small the profit); and
3. A jail term of up to twenty years.

An employee who tips information to a person who then trades is subject to the same penalties as the tippee, even if the employee did not trade and did not profit from the tippee’s trading.

B. Control Persons

The Company and its directors, officers and supervisory personnel, if they fail to take appropriate steps to prevent illegal insider trading, are also potentially subject to substantial civil and, in the case of the Company, criminal penalties.

C. Company-Imposed Sanctions

Violation of this Policy Statement may result in Company-imposed sanctions, including termination of employment, whether or not the employee's failure to comply is a violation of law.

STATEMENT OF INSIDER TRADING POLICY

This Policy Statement applies to every officer and employee of the Company and every member of its Board of Directors, and any advisor and consultant to the Company, who is aware of material nonpublic information relating to the Company ("Insiders"). No Insider may, either directly or indirectly (including, without limitation, through Family Members (defined below), friends or entities controlled or influenced by such persons), (a) buy, sell or otherwise dispose of Company securities, including via bona fide gifts and charitable contributions, (other than under a pre-approved trading plan that complies with SEC Rule 10b5-1, described below) while in possession of material nonpublic information, or engage in any other action to take personal advantage of that information, or (b) disclose that information to persons within the Company whose job do not require them to have that information, or outside of the Company to other persons. All consultants and outside advisors assisting the Company on sensitive matters are expected to abide by this Policy Statement.

In addition, no Insider who, in the course of working for the Company, learns of material nonpublic information about a company with which the Company does business (including a customer or supplier of the Company) may trade in that company's securities until the information becomes public or is no longer material.

Small transactions, or ones that may seem necessary or justifiable for independent reasons (such as the need to raise money for a personal emergency), are not exceptions to these policies. The securities laws do not recognize such exceptions, and we want to avoid even the appearance of an improper transaction to preserve the Company's reputation for adhering to the highest standards of conduct.

For purposes of this Policy Statement, references to "trading" in Company "securities" includes purchases and sales of Company stocks, bonds, notes, options, puts, calls, and other securities that the Company may issue, and also includes sales of stock acquired by exercising employee stock options, and other trades made by giving investment direction under the Company's employee benefit plans, as described below.

If you are unsure whether or not a particular transaction is prohibited by this Policy Statement, you should consult with the General Counsel prior to engaging in, or entering into, an agreement, understanding or arrangement to engage in, such transaction. The General Counsel or his or her designee shall be responsible for the administration of this Policy Statement.

A. Disclosure of Information to Others

Communication with certain categories of persons in the financial markets must be aligned with the Company's Policy Statement RP-14 "Dissemination of Company Information." These communications must only be held through the Chair of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer and other persons who may, from time to time, be designated by the Chief Executive Officer to disclose material information (as defined below) and to speak on behalf of Darden. If you are asked by the media, shareholders (internal or external), market analysts, or other stakeholders to speak or write on behalf of the Company regarding such information, you must decline to comment and refer them to an authorized person as described in RP-14. You should become familiar with the procedures described in RP-14 and should not disclose information to anyone outside the Company, including Family Members, friends, vendors

or suppliers, other than in accordance with those procedures. You also must not discuss material nonpublic information concerning the Company or its business in any internet-based forum, application or social networking website.

Otherwise, in your daily work communications, behave as if you are an ambassador of the Company. Each employee should be committed to preserving and enhancing the Company's reputation and must not disclose any confidential or proprietary information or trade secrets to anyone, except as specifically authorized by management through Company policy, or when disclosure is required by law. Any communications inconsistent with Company policy could cause damage to the Company and should be avoided. This Policy Statement and related RP-14 are not intended to restrict necessary internal business communications with other employees on a "need to know" basis where you have a reason to expect that the other employee will not trade while in possession of the information.

B. "Material" Information

As a general rule, information about the Company is material if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, hold, or sell securities, or that significantly alters the total mix of information publicly available about the Company. Any information that could be expected to affect the Company's stock price, whether it is positive or negative, should be considered material. While it is not possible to identify in advance all information that will be deemed to be material, some examples of information that ordinarily would be regarded as material are:

1. Undisclosed quarterly earnings or monthly same-restaurant sales results that are inconsistent with the consensus expectations of the investment community;
2. Projections of future earnings or losses, or other earnings guidance;
3. Other significant financial projections, strategic plans, forecasts or budgets, including plans concerning significant restaurant openings and closings and any related asset impairment charges;
4. A pending or proposed merger, reorganization, tender offer or joint venture;
5. A pending or proposed acquisition or disposition of a significant asset;
6. A change in control of the Company;
7. Events involving the Company's debt or equity securities, such as repurchases of common stock, a change in dividend policy, the declaration of a stock split, a change in the Company's debt rating, or an offering of additional securities;
8. A change in management, including members of the Board of Directors or senior executive officers;
9. Changes in auditors or an auditor notification that the Company may no longer rely on the auditor's reports;
10. Significant legal proceedings or regulatory matters, whether actual, pending or threatened, or the resolution of those proceedings or matters;

11. Development of a significant new product or process, including a new restaurant concept;
12. Impending bankruptcy or the existence of severe liquidity problems;
13. The gain or loss of a significant customer or supplier;
14. News about a major contract award or cancellation of an existing contract;
15. Significant price changes on major food products;
16. The occurrence of a material cybersecurity breach or data privacy failure;
17. Information about significant misstatements or omissions in the Company's disclosure documents, whether intentional or inadvertent; and
18. Actual or projected changes in industry circumstances or competitive conditions that could significantly affect the Company's revenues, earnings, financial position or future projections.

There is no "bright-line" test to determine if information is "material." The critical test is whether a reasonable investor would consider the information important in making an investment decision. In general, any significant information or event outside the Company's normal course of business should be considered carefully to determine if it is material. This may require difficult judgments about facts and circumstances of particular cases. When in doubt, the information should be presumed to be material. If you have questions regarding specific information, please contact the General Counsel.

An area of particular concern that may require difficult judgments regarding materiality involves the Company's quarterly earnings and sales results. Certain employees may possess this information through their particular job duties, or as a result of receiving weekly or monthly margin reports, market intelligence reports providing details about industry results or other Company financial reports. Possession of Company-wide sales and earnings data that is inconsistent with the consensus expectations of the investment community could clearly be material. There are also times when information about just one of the Company's several restaurant concepts would be material. For example, if the earnings or sales data about one of the Company's larger concepts indicates that its results are notably better or worse than the investment community is expecting, that concept's results could impact the Company's overall results and be material. If you possess nonpublic earnings or sales data and you are unsure whether the information is material, you should refrain from trading in Company securities until after that information is made public or contact the General Counsel to discuss the situation prior to trading.

C. Twenty-Twenty Hindsight

Remember, anyone looking closely at your securities transactions will be doing so after the fact, with the benefit of hindsight. As a practical matter, before engaging in any transaction, you should carefully consider how the Company, enforcement authorities and others might view the transaction in hindsight.

D. When Information is "Public"

If you are aware of material nonpublic information, you may not trade until the information has been disclosed by the Company or third parties broadly to the public (such as by

press release or other authorized public statement, including any filing with the SEC) and the investing public has had time to absorb the information fully. As a general rule, we assume that information is absorbed by the markets by the end of the second business day after the announcement of that information. If, for example, the Company announces its earnings at 7:00 a.m. on a Thursday, you should not trade in the Company's securities before the market opens on the following Monday. Although technological advances have increased the speed at which investors have access to information, we believe it is prudent to wait two full business days before allowing trading to begin.

E. Transactions by Family Members

This Policy Statement applies to family members who reside with you, anyone else who resides in your household, and any family members who do not live in your household but whose transactions in Company securities are directed by you or are subject to your influence or control (such as parents or adult children who consult with you before they trade in Company securities) ("Family Members"). You are responsible for the transactions of Family Members and therefore should make them aware of the need to confer with you before they trade in the Company's securities, and you should treat all such transactions for the purpose of this Policy Statement and applicable securities law as if the transaction were for your own account.

TRANSACTIONS UNDER COMPANY PLANS

A. Stock Option Exercises

This Policy Statement does not apply to the exercise of an employee stock option where cash is paid separately for the exercise price of the option, or to the portion of the exercise of a tax withholding right under which the Company withholds shares subject to an option to satisfy tax withholding requirements. This Policy Statement does apply, however, to any sale of stock in connection with the exercise of an option, including as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option or the required tax withholding. Since most employees typically use the cashless exercise approach for exercising employee stock options, they may not exercise an option and sell the resulting shares at any time they possess material nonpublic information.

B. Darden Savings Plan and FlexComp

This Policy Statement applies to some (but not all) transactions in the Company stock fund in the Darden Savings Plan (including the 401(k) plan and the Employee Stock Ownership Plan) and the phantom Company stock fund in the FlexComp Plan (collectively, the "Company Stock Funds"). This Policy Statement does not apply to *automatic* periodic purchases of stock or phantom stock in the Company Stock Funds through payroll deduction. This Policy Statement does apply, however, to *voluntary* elections you make involving the Company Stock Funds, including: (a) your initial election to enroll in the plans, if you will be making contributions to the Company Stock Fund, (b) an election to increase or decrease the percentage of your periodic contributions that will be allocated to the Company Stock Funds, (c) an election to make an intra-plan transfer of an existing account balance into or out of the Company Stock Funds, (d) an election to borrow money against your plan account if the loan will result in a liquidation of some or all of your Company Stock Fund balance, and (e) an election to pre-pay a plan loan if the pre-payment will result in allocation of loan proceeds to the Company Stock Fund. None of these actions should be taken when you possess material nonpublic information.

C. Market Timing in the Company Stock Funds in Savings Plan or FlexComp

Market timing, or frequent short-term trading of mutual fund shares, is viewed negatively by securities regulators and shareholder advocacy groups. Some investors have used their employee 401(k) plans or deferred compensation plans like FlexComp to engage in market timing. Market timing by even a small number of plan participants can be harmful to the other plan participants – even when it does not violate the law – by driving up the costs of administering the fund. In addition, market timing by employees in-and-out of the Company Stock Funds, particularly near the Company’s scheduled release of financial results, can suggest that the trades were made using material nonpublic information, even when this is not the case. The SEC and other regulators have taken steps to stop market timing practices and punish people who have broken the insider trading laws through market timing. In light of this close scrutiny, frequent and excessive trading in the Company Stock Funds is prohibited, and short-term trading in-and-out of the Company Stock Funds, especially during periods surrounding the Company’s scheduled release of financial results, is strongly discouraged. The Company reserves the right to investigate whether market timing is taking place in the Company Stock Funds or in other plan funds, and could impose greater restrictions to deter these practices. In addition, all executive officers and members of the Board of Directors of the Company who file reports with the SEC under Section 16 of the Securities Exchange Act (“Section 16 Filers”) must abide by SEC rules that prohibit non-exempt opposite way transactions in the Company Stock Funds within any six-month period, and must report all plan transactions involving Company stock or phantom stock on Form 4 or 5, as applicable.

D. Employee Stock Purchase Plan

This Policy Statement does not apply to *automatic* periodic purchases through payroll deduction of Company stock in the Employee Stock Purchase Plan (“ESPP”). This Policy Statement does apply, however, to voluntary transactions, including your: (a) initial election to enroll in the ESPP for any enrollment period, (b) election to increase or decrease the amount of your automatic periodic contributions by payroll deduction to the ESPP, (c) election to cease payroll deductions altogether and withdraw any accumulated cash, and (d) sales of Company stock that were purchased under the ESPP, none of which should be done when you possess material nonpublic information (and, for Designated Insiders (defined below), should not be conducted during any Blackout Period as discussed below). If you participate in the ESPP, and you do not possess material nonpublic information at the time you enroll, then all subsequent automatic investments by payroll deduction are allowed without restriction under this Policy Statement.

E. Dividend Reinvestment Plan

This Policy Statement does not apply to purchases of Company stock resulting from the automatic reinvestment of dividends paid on Company stock held in the Company's Direct Advantage Investment Program (“Dividend Reinvestment Plan”). This Policy Statement does apply, however, to voluntary purchases of Company stock under the Dividend Reinvestment Plan resulting from your initial election to participate in the plan, to make additional contributions, or to increase your level of participation. This Policy Statement also applies to your voluntary sale of any Company stock held in the plan.

SPECIAL AND PROHIBITED TRANSACTIONS

No officer, employee or member of the Board of Directors of the Company should engage in short-term or speculative transactions in the Company's securities. Other transactions, such as limit orders, may raise special issues because of the manner in which they are executed. You should observe the special rules described below regarding the following types of transactions:

A. Short Sales

Short sales are sales of securities which the seller does not own at the time the sell order is placed. Short sales would generally be interpreted by the market as an expectation by the seller that the securities will decline in value, and therefore that the seller has no confidence in the Company or its short-term prospects. In addition, short sales by an Insider may reduce the employee's incentive to improve the Company's performance. For these reasons, short sales of the Company's securities are prohibited. In addition, short sales by Company executive officers and members of its Board of Directors would violate Section 16(c) of the Exchange Act.

B. Publicly Traded Options

A transaction in publicly traded options is, in effect, a bet on the short-term movement of the stock and therefore, if made by an Insider, creates the appearance that the trading is based on material nonpublic information. Transactions in publicly-traded options also may focus the Insider's attention on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions in puts, calls or other derivative securities based on the Company's securities on an exchange or in any other organized market are prohibited. (Option positions arising from certain types of hedging transactions are governed by the section below captioned "Hedging Transactions.")

C. Hedging Transactions

Certain forms of hedging or monetization transactions, such as zero-cost collars and forward sale contracts, allow an Insider to lock in much of the value of his or her stock holdings, often in exchange for all or part of the potential for upside appreciation in the stock. These transactions allow an Insider to continue to own the covered securities, but without the full risks and rewards of ownership. When that occurs, the Insider may no longer have the same objectives as the Company's other shareholders. Therefore, Insiders are prohibited from engaging in any such transactions.

D. Margin Accounts and Pledged Securities

Securities held in a margin account as collateral for margin loan may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Company securities, Insiders are prohibited from holding Company's securities in a margin account or otherwise pledging Company securities as collateral.

E. Limit Orders

A limit order is an order placed with a broker to buy or sell a security at a specific price or better. The broker will execute the trade only within the price restriction. For example, if the client places a limit order to sell stock at \$33 when the price is at \$31, the trade will

not be executed unless and until the stock price hits \$33. The Company discourages placing limit orders on the Company's stock, because the orders can result in an automatic trade on a later date when the price is reached, regardless of whether the person placing the order possesses material nonpublic information at that time. If you feel you must use a limit order, it should be limited to a relatively short time, usually no more than a week. In addition, Designated Insiders should limit the duration of any limit order to a Window Period, and may not execute any transactions in Company securities, including pursuant to a previously placed limit order, during a Blackout Period.

BLACKOUT AND WINDOW PERIODS FOR TRADING BY DESIGNATED INSIDERS

A. Quarterly Blackout and Window Periods

To help prevent inadvertent violations of the securities laws and to avoid even the appearance of trading on material nonpublic information, the General Counsel will maintain a list of "Designated Insiders," which shall consist of: (i) members of the Company's Board of Directors, (ii) all Company employees at the level of senior vice president or above, (iii) employees on the distribution list for the Company's Disclosure Committee (who review the Company's SEC reports), and (iv) such other persons as the General Counsel may designate from time to time. In addition to being subject to all the other limitations of this Policy Statement, Designated Insiders and their Family Members and entities controlled or influenced by such persons may not conduct any transactions involving the Company's securities covered by this Policy Statement during a "Blackout Period" beginning three weeks prior to the end of each fiscal quarter and ending two full business days following the regularly scheduled final public release of the Company's earnings results for that quarter or the full year. In other words, Designated Insiders may only conduct transactions in Company securities during the "Window Period" beginning two full business days following the regularly scheduled final public release of the Company's quarterly earnings and ending three weeks prior to the close of the next fiscal quarter, and only then if they are comfortable that they do not otherwise possess any material nonpublic information concerning Darden. At present, the Company's fiscal quarters generally end on the last Sunday in February, May, August and November, and the final earnings results for the quarters usually (but not always) are announced at 7:00 a.m. on a business day during the third full week in March, June, September and December. The exact dates of the Blackout and Window Periods for each fiscal year will be posted on the Company's intranet for reference by any Designated Insider and updated from time to time.

Under certain very limited circumstances, a Designated Insider may be permitted to trade during a Blackout Period, but only if the General Counsel concludes that the Designated Insider does not in fact possess material nonpublic information (because, for example, he or she is out on vacation and has not received any earnings or sales reports). Designated Insiders wishing to trade during a Blackout Period must contact the General Counsel for approval at least two business days in advance of any proposed transaction involving the Company's securities. All determinations by the General Counsel shall be final and not subject to further review.

B. Event-Specific Trading Restriction Periods

From time to time, material nonpublic facts and circumstances might lead the General Counsel to conclude that some or all Company employees should be restricted from trading in Company securities. In that event, the General Counsel may notify certain or all Designated Insiders that they should not trade in the Company's securities, potentially without disclosing the reason for the restriction. The existence of an event-specific trading

restriction period or extension of a Blackout Period for Designated Insiders will not be announced to the Company as a whole and should not be communicated to any other person. Even if the General Counsel has not designated you as a person who should not trade due to an event-specific restriction, you should not trade while aware of material nonpublic information. Exceptions cannot be granted during an event-specific trading restriction period.

PRE-CLEARANCE PROCEDURES

To further prevent even the appearance of trading on material nonpublic information, and to facilitate the filing of required SEC reports, Section 16 Filers and their Family Members and entities controlled or influenced by such persons may not engage in any transaction in the Company's securities (including a gift, contribution to a trust, or similar transfer) without first obtaining pre-clearance of the transaction from the General Counsel or his or her designee, regardless of whether or not a Blackout Period is in effect. A request for pre-clearance should be submitted to the General Counsel at least two days in advance of the proposed transaction. Section 16 Filers may request pre-clearance by contacting the General Counsel by email, or in person or by phone.

In evaluating each proposed transaction, the General Counsel or his or her designee will consult as necessary with senior management and outside counsel before clearing any proposed trade. Clearance of a transaction is generally valid only through the end of the calendar week during which the Section 16 Filer is granted such clearance. The General Counsel is under no obligation to approve a transaction submitted for pre-clearance. If clearance is denied, the fact of such denial must be kept confidential by the person requesting such clearance. Section 16 Filers do not need to receive pre-clearance for transactions pursuant to an approved Rule 10b5-1 plan but must receive prior approval before implementing such a plan by the General Counsel or his or her designee.

When a request for pre-clearance is made, the Section 16 Filer should consider whether they may have any material nonpublic information about the Company and should mention those circumstances. They should indicate whether they have effected any non-exempt "opposite-way" transactions within the past six months and should be prepared to report their proposed transaction on an appropriate Form 4 or Form 5. They should also be prepared to comply with SEC Rule 144 and file Form 144 in advance of any sale. Further information concerning the Section 16 and Rule 144 reporting requirements is provided in a memorandum titled "Section 16 and Rule 144 Compliance" that is provided by the Company to all persons required to make Section 16 filings, additional copies of which are available upon request from the General Counsel.

The pre-clearance policy does not apply to a stock option exercise if the option is to be exercised and no shares are to be sold, but it does apply to sales of stock issued upon the exercise of stock options, including same-day sales and cashless exercises. See "Stock Option Exercises" above.

PREARRANGED TRADING PLANS

SEC Rule 10b5-1 provides a defense from insider trading liability if trades occur under a pre-arranged "trading plan" that meets certain conditions. Under this rule, if you enter into a binding contract, instruction or written plan that specifies the amount, price and date on which securities are to be purchased, sold or otherwise disposed of, including by gift or charitable contribution, or a pre-determined formula by which the amount, price and date of transactions will be determined, and these arrangements are established at a time when you do not possess material nonpublic information, then you may claim a defense to insider trading liability if the transactions under the trading plan occur at a time when you have subsequently learned material nonpublic information. Other conditions of the rule include mandatory "cooling off" periods and a prohibition on maintaining multiple overlapping plans. Any Designated Insider who wishes to implement a trading plan under SEC Rule 10b5-1 must first pre-clear the plan with the General Counsel or his or her designee. Transactions that comply with a pre-cleared trading plan will not

require further pre-clearance at the time of the transaction, but Section 16 Filers are required to advise the General Counsel immediately upon the execution of a transaction so that appropriate SEC filings can be made timely.

POST-TERMINATION TRANSACTIONS

This Policy Statement continues to apply to your transactions in Company securities even after you have terminated employment. If you are aware of material nonpublic information when you terminate service as a member of the Board of Directors, officer or other employee of the Company, you may not trade in the Company's securities until that information has become public or is no longer material. The pre-clearance procedures for Section 16 Filers as discussed above, however, will cease to apply to transactions in Company securities upon the expiration of any Blackout Period or other event-specific trading restriction periods that is applicable at the time of termination of service.

PERSONAL RESPONSIBILITY AND COMPANY ASSISTANCE

Questions about this Policy Statement or its application to any proposed transaction should be directed to the General Counsel. Ultimately, however, the responsibility for adhering to this Policy Statement and avoiding unlawful transactions rests with the individual Insider.

COMPLIANCE

Any employee must promptly report, in accordance with the procedures set forth in Darden's Code of Conduct (including through the use of the Company's hotlines described in the Code of Conduct), any trading in Company securities by any Insiders, or any disclosure of material nonpublic information concerning the Company or other companies by such Insiders, that such person has reason to believe may violate this Policy Statement or federal or state securities laws.

AFFIRMATION

Darden's Code of Conduct includes a section on insider trading and references this Policy Statement. The Company conducts annual Code of Conduct recommitment training for employees subject to the recommitment training requirement. This Policy Statement will be affirmatively provided to employees who become Designated Insiders.

Amended and Restated 5/21/2002

Amended 7/21/2003

Amended 5/6/2004

Amended 11/27/2007

Amended 5/1/2008

Amended 4/10/2009

Amended 6/23/2010

Amended 1/1/2012

Amended 3/27/2012

Amended 3/28/2012

Amended 4/30/2014

Amended 11/11/2014

Amended 3/18/2015

Amended 12/14/2017

Amended 6/18/2019

Amended 10/01/2021

Amended 07/10/2024

SUBSIDIARIES OF DARDEN RESTAURANTS, INC.

As of May 26, 2024, we had six “significant subsidiaries”, as defined in Regulation S-X, Rule 1-02(w), identified as follows:

1. GMRI, Inc., a Florida corporation, doing business as Olive Garden, Bahama Breeze and Seasons 52
2. N and D Restaurants, LLC, a Florida limited liability company, doing business as Olive Garden
3. Olive Garden of Texas, LLC, a Texas limited liability company, doing business as Olive Garden
4. RARE Hospitality International, Inc., a Georgia corporation, doing business as LongHorn Steakhouse and Olive Garden
5. Ruth’s Hospitality Group, Inc., a Delaware corporation
6. Yard House USA, Inc., a Delaware corporation, doing business as Yard House

In addition, we also had the following subsidiaries:

7. Bahama Breeze Holdings, LLC, a Florida limited liability company, doing business as Bahama Breeze
8. Capital Grille Holdings, Inc., a North Carolina corporation, doing business as The Capital Grille
9. Cheddar’s Casual Cafe, Inc., a Delaware corporation, doing business as Cheddar’s Scratch Kitchen
10. Cheddar’s Restaurant Holding Corp., a Delaware corporation
11. Darden Corporation, a Delaware corporation
12. Eddie V’s Holdings, LLC, a Florida limited liability company, doing business as Eddie V’s
13. Florida SE, LLC, a Florida limited liability company, doing business as Olive Garden
14. Olive Garden Holdings, LLC, a Florida limited liability company, doing business as Olive Garden
15. Rare Hospitality Management, LLC, a Delaware limited liability company, doing business as LongHorn Steakhouse
16. RCSH Operations, LLC, a Louisiana limited liability company, doing business as Ruth’s Chris Steak House
17. Seasons 52 Holdings, LLC, a Florida limited liability company, doing business as Seasons 52

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statement (No. 333-267757) on Form S-3, and the registration statements (No. 333-259972, No. 333-207061, No. 333-207060, No. 333-191490, No. 333-178876, No. 333-57410, No. 333-105056, No. 333-124363, No. 333-122560, No. 333-148260, No. 333-146464, No. 333-156557, No. 333-169788) on Form S-8 of our reports dated July 19, 2024, with respect to the consolidated financial statements of Darden Restaurants, Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Orlando, Florida
July 19, 2024

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that the undersigned constitutes and appoints Matthew R. Broad, Anthony G. Morrow and Jessica P. Lange, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for and in his or her name, place and stead, in any and all capacities, to sign the Annual Report on Form 10-K for the fiscal year ended May 26, 2024 and any and all amendments thereto and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises as fully to all intents and purposes as might or could be done in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney has been signed effective as of the 19th day of June, 2024, by the following persons.

By: /s/ Margaret Shân Atkins
Margaret Shân Atkins

By: /s/ Ricardo Cardenas
Ricardo Cardenas

By: /s/ Juliana L. Chugg
Juliana L. Chugg

By: /s/ James P. Fogarty
James P. Fogarty

By: /s/ Cynthia T. Jamison
Cynthia T. Jamison

By: /s/ Nana Mensah
Nana Mensah

By: /s/ William S. Simon
William S. Simon

By: /s/ Charles M. Sonsteby
Charles M. Sonsteby

By: /s/ Timothy J. Wilmott
Timothy J. Wilmott

**CERTIFICATION PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Ricardo Cardenas, certify that:

- 1 I have reviewed this Annual Report on Form 10-K of Darden Restaurants, Inc.;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of this annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Ricardo Cardenas

Ricardo Cardenas
President and Chief Executive Officer
July 19, 2024

**CERTIFICATION PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Rajesh Vennam, certify that:

- 1 I have reviewed this Annual Report on Form 10-K of Darden Restaurants, Inc.;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of this annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Rajesh Vennam

Rajesh Vennam

Senior Vice President, Chief Financial Officer

July 19, 2024

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Darden Restaurants, Inc. (“Company”) on Form 10-K for the year ended May 26, 2024, as filed with the Securities and Exchange Commission (“Report”), I, Ricardo Cardenas, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- 1 The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- 2 The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Ricardo Cardenas

Ricardo Cardenas

President and Chief Executive Officer

July 19, 2024

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Darden Restaurants, Inc. (“Company”) on Form 10-K for the year ended May 26, 2024, as filed with the Securities and Exchange Commission (“Report”), I, Rajesh Vennam, Senior Vice President, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- 1 The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- 2 The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Rajesh Vennam

Rajesh Vennam

Senior Vice President, Chief Financial Officer

July 19, 2024

RP-36: INCENTIVE COMPENSATION CLAWBACK POLICY

POLICY STATEMENT

The Board of Directors (the “Board”) of Darden Restaurants, Inc. (the “Company”) believes that it is in the best interests of the Company and its shareholders to create and maintain a culture that emphasizes integrity and accountability and that reinforces the Company’s pay-for-performance compensation philosophy. The Board has therefore adopted this Incentive Compensation Clawback Policy (this “Policy”), which provides for the recoupment of certain executive compensation in the event of a restatement of the Company’s financial statements.

The Compensation Committee (the “Committee”) of the Board shall have full authority to administer, interpret and enforce this Policy in accordance with its business judgment, and any determinations made by the Committee shall be final, conclusive and binding on all interested parties. However, the independent members of the Board shall administer, interpret and enforce this Policy with respect to the Chief Executive Officer and any other Executive Officer who is also a member of the Board, and references in this Policy to “the Committee” shall be deemed to be references to the independent members of the Board with respect to such individuals.

COVERED EMPLOYEES

This Policy applies to current and former Executive Officers of the Company. “Executive Officer” means any person who is or was designated by the Board as an “officer” of the Company as defined in Rule 16a-1 for purposes of Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

This Policy shall be binding and enforceable against Executive Officers and their beneficiaries, heirs, executors, administrators or other legal representatives. The Committee may require that any employment agreement, equity award agreement or similar agreement shall, as a condition to the grant of any benefit thereunder, require an Executive Officer to agree to abide by the terms of this Policy, even after such Executive Officer is no longer employed by the Company.

INCENTIVE COMPENSATION

For purposes of this Policy, “Incentive Compensation” means any compensation, including performance bonuses and long-term incentive awards (in each case, including cash, performance stock units or other stock-based awards), paid, granted, earned or vested based wholly or in part on the attainment of a Financial Reporting Measure. “Financial Reporting Measure” means a measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measure that is derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or total shareholder return) shall, for purposes of this Policy, be considered Financial Reporting Measures. For the avoidance of doubt, Incentive Compensation does not include any bonuses or long-term incentive awards paid, granted, earned or vested based solely on continued employment through one or more specified dates or otherwise solely time-based, such as stock options or restricted stock units that vest solely on the basis of the passage of time.

CLAWBACK AND FORFEITURE UPON FINANCIAL RESTATEMENT

- A. Notwithstanding the provisions of any compensation or incentive plan, policy or practice, or any award agreement or similar document relating to a specific grant or award of Incentive
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Compensation, for an individual who is or was an Executive Officer at any time on or after the date on which a grant or award of Incentive Compensation is made, in the event of an Accounting Restatement, the Company will require the Executive Officer to, and the Executive Officer shall immediately upon a demand therefor, repay to the Company any and all Erroneously Awarded Compensation Received in accordance with applicable New York Stock Exchange ("NYSE") rules and Rule 10D-1 under the Exchange Act as follows:

- (1) After an Accounting Restatement, the Committee shall determine the amount of any Erroneously Awarded Compensation Received by each Executive Officer and shall promptly notify each Executive Officer of the amount of any Erroneously Awarded Compensation and demand the repayment or return of such Erroneously Awarded Compensation, as applicable. Recovery under this Policy with respect to an Executive Officer shall not require the finding of any misconduct by such Executive Officer or such Executive Officer being found responsible for any accounting error leading to an Accounting Restatement.
 - (2) For Incentive Compensation based on (or derived from) the Company's stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement, the amount to be repaid or returned shall be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the Company's stock price or total shareholder return upon which the Incentive Compensation was Received. The Company shall maintain documentation of the determination of any such reasonable estimate and provide the relevant documentation as required to the NYSE.
 - (3) Subject to the requirement that recovery be made reasonably promptly, the Committee shall have sole discretion to determine the appropriate means of recovering Erroneously Awarded Compensation based on the particular facts and circumstances, which means of recovery may vary, without limitation, between Executive Officers or based on the nature of the applicable Incentive Compensation. To the extent that the Executive Officer has already reimbursed the Company for any Erroneously Awarded Compensation Received under any duplicative recovery obligations established by the Company or applicable law, any such reimbursed amount shall be credited to the amount of Erroneously Awarded Compensation that is subject to recovery under this Policy.
 - (4) To the extent that an Executive Officer fails to repay all Erroneously Awarded Compensation to the Company when due, the Company shall take all actions reasonable and appropriate to recover such Erroneously Awarded Compensation from the applicable Executive Officer. Without limiting the generality of the immediately preceding sentence, the Company shall have the right to sue for repayment and enforce the Executive Officer's obligation to repay through the reduction or cancellation of outstanding and future incentive compensation. The applicable Executive Officer shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such Erroneously Awarded Compensation in accordance with the immediately preceding sentence.
- B. Notwithstanding anything herein to the contrary, the Company shall not be required to take the actions contemplated by Section A above if the Committee determines that recovery would be impracticable and either of the following conditions is met:
- (1) The Committee has determined that the direct expenses paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before making this determination, the Company must make a reasonable attempt to recover the Erroneously Awarded Compensation, document such attempt and provide such documentation to the NYSE.
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- (2) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and regulations thereunder.
- C. The Company shall not be permitted to insure or indemnify any Executive Officer against (i) the loss of any Erroneously Awarded Compensation that is repaid, returned or recovered pursuant to the terms of this Policy, or (ii) any claims relating to the Company's enforcement of its rights under this Policy. Further, the Company shall not enter into any agreement that exempts any Incentive Compensation that is granted, paid or awarded to an Executive Officer from the application of this Policy or that waives the Company's right to recovery of any Erroneously Awarded Compensation, and this Policy shall supersede any such agreement (whether entered into before, on or after the effective date of this Policy).

ADDITIONAL DEFINITIONS

For purposes of this Policy, the following capitalized terms shall have the meanings set forth below.

- A. "Accounting Restatement" means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a "Big R" restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "little r" restatement).
- B. "Clawback Eligible Incentive Compensation" means all Incentive Compensation Received by an Executive Officer (i) on or after October 2, 2023, (ii) after beginning service as an Executive Officer, (iii) who served as an Executive Officer at any time during the applicable performance period relating to any Incentive Compensation (whether or not such Executive Officer is serving at the time the Erroneously Awarded Compensation is required to be repaid to the Company), (iv) while the Company has a class of securities listed on a national securities exchange or a national securities association, and (v) during the applicable Clawback Period (as defined below).
- C. "Clawback Period" means, with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date (as defined below), and if the Company changes its fiscal year, any transition period of less than nine months within or immediately following those three completed fiscal years.
- D. "Erroneously Awarded Compensation" means, with respect to each Executive Officer in connection with an Accounting Restatement, the amount of Clawback Eligible Incentive Compensation that exceeds the amount of Incentive Compensation that otherwise would have been Received had it been determined based on the restated amounts, computed without regard to any taxes paid.
- E. "Received" means, with respect to any Incentive Compensation, actual or deemed receipt, and Incentive Compensation shall be deemed received in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive Compensation award is attained, even if the payment or grant of the Incentive Compensation to the Executive Officer occurs after the end of that period.
- F. "Restatement Date" means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.
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AMENDMENT

This Policy may be amended by the Board from time to time in its discretion.

NON-EXCLUSIVITY

Nothing in this Policy shall be viewed as limiting the right of the Company or the Committee to pursue recoupment under or as provided by the Company's plans, awards or employment agreements or the applicable provisions of any law, rule or regulation (including, without limitation, Section 10D of the Exchange Act or Section 304 of the Sarbanes-Oxley Act of 2002), or stock exchange listing requirement (and any future policy adopted by the Company pursuant to any such law, rule, regulation or requirement). Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment at law or in equity that may be available to the Company.

Any action or inaction by the Committee with respect to an Executive Officer under this Policy in no way limits the Committee's actions or decisions not to act with respect to any other Executive Officer under this Policy or under any similar policy, agreement or arrangement, nor shall any such action or inaction serve as a waiver of any rights the Company may have against any Executive Officer other than as set forth in this Policy.

The version of this policy in effect immediately prior to September 19, 2023 shall apply with respect to any Incentive Compensation Received by an Executive Officer on or before October 1, 2023.

Adopted June 22, 2017

Amended September 19, 2023