UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended June 26, 2018

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 000-50972

Texas Roadhouse, Inc.
(Exact name of registrant specified in its charter)

Delaware	**20-1083890**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification Number)

6040 Dutchmans Lane, Suite 200
Louisville, Kentucky 40205
(Address of principal executive offices) (Zip Code)

(502) 426-9984
(Registrant's telephone number, including area code)

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

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐	Smaller reporting company ☐
	(Do not check if a smaller reporting company)		Emerging growth company ☐

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☒.

The number of shares of common stock outstanding were 71,475,375 on July 25, 2018.

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Texas Roadhouse, Inc. and Subsidiaries
Condensed Consolidated Balance Sheet s
(in thousands, except share and per share data)
(unaudited)

	June 26, 2018	December 26, 2017
Assets		
Current assets:		
Cash and cash equivalents	$ 154,353	$ 150,918
Receivables, net of allowance for doubtful accounts of $60 at June 26, 2018 and $43 at December 26, 2017	32,151	76,496
Inventories, net	17,025	16,306
Prepaid income taxes	779	—
Prepaid expenses	12,491	13,361
Total current assets	216,799	257,081
Property and equipment, net of accumulated depreciation of $564,899 at June 26, 2018 and $527,710 at December 26, 2017	928,765	912,147
Goodwill	121,040	121,040
Intangible assets, net of accumulated amortization of $13,046 at June 26, 2018 and $12,675 at December 26, 2017	2,329	2,700
Other assets	42,660	37,655
Total assets	$ 1,311,593	$ 1,330,623
Liabilities and Stockholders' Equity		
Current liabilities:		
Current maturities of long-term debt and obligation under capital lease	$ 10	$ 9
Accounts payable	58,372	57,579
Deferred revenue-gift cards	97,545	156,627
Accrued wages	32,744	29,678
Income taxes payable	2,293	2,494
Accrued taxes and licenses	21,232	21,997
Dividends payable	17,868	14,945
Other accrued liabilities	50,328	46,669
Total current liabilities	280,392	329,998
Long-term debt and obligation under capital lease, excluding current maturities	1,976	51,981
Stock option and other deposits	7,694	7,699
Deferred rent	44,523	42,141
Deferred tax liabilities, net	8,619	5,301
Other liabilities	46,791	42,112
Total liabilities	389,995	479,232
Texas Roadhouse, Inc. and subsidiaries stockholders' equity:		
Preferred stock ($0.001 par value, 1,000,000 shares authorized; no shares issued or outstanding)	—	—
Common stock ($0.001 par value, 100,000,000 shares authorized, 71,474,209 and 71,168,897 shares issued and outstanding at June 26, 2018 and December 26, 2017, respectively)	71	71
Additional paid-in-capital	243,357	236,548
Retained earnings	664,668	602,499
Accumulated other comprehensive loss	(47)	(39)
Total Texas Roadhouse, Inc. and subsidiaries stockholders' equity	908,049	839,079
Noncontrolling interests	13,549	12,312
Total equity	921,598	851,391
Total liabilities and equity	$ 1,311,593	$ 1,330,623

See accompanying notes to condensed consolidated financial statements.

Texas Roadhouse, Inc. and Subsidiaries
Condensed Consolidated Statements of Income and Comprehensive Incom e
(in thousands, except per share data)
(unaudited)

	13 Weeks Ended		26 Weeks Ended	
	June 26, 2018	June 27, 2017	June 26, 2018	June 27, 2017
Revenue:				
Restaurant and other sales	$ 624,073	$ 562,160	$ 1,246,475	$ 1,125,480
Franchise royalties and fees	5,164	4,102	10,467	8,468
Total revenue	629,237	566,262	1,256,942	1,133,948
Costs and expenses:				
Restaurant operating costs (excluding depreciation and amortization shown separately below):				
Cost of sales	204,048	185,171	406,834	369,364
Labor	199,647	174,585	395,677	344,932
Rent	12,119	11,112	23,970	21,981
Other operating	94,858	84,837	187,236	170,497
Pre-opening	4,107	5,014	9,151	9,754
Depreciation and amortization	25,165	23,106	49,649	45,702
Impairment and closure	22	—	108	11
General and administrative	35,004	28,223	65,179	68,471
Total costs and expenses	574,970	512,048	1,137,804	1,030,712
Income from operations	54,267	54,214	119,138	103,236
Interest expense, net	283	379	642	711
Equity income from investments in unconsolidated affiliates	(445)	(470)	(769)	(790)
Income before taxes	54,429	54,305	$ 119,265	$ 103,315
Provision for income taxes	8,466	15,126	16,923	28,113
Net income including noncontrolling interests	45,963	39,179	$ 102,342	$ 75,202
Less: Net income attributable to noncontrolling interests	1,736	1,598	3,574	3,308
Net income attributable to Texas Roadhouse, Inc. and subsidiaries	$ 44,227	$ 37,581	$ 98,768	$ 71,894
Other comprehensive (loss) income, net of tax:				
Foreign currency translation adjustment, net of tax of $40, ($14), ($9) and ($27), respectively	(118)	22	(8)	43
Total other comprehensive (loss) income, net of tax	(118)	22	(8)	43
Total comprehensive income	$ 44,109	$ 37,603	$ 98,760	$ 71,937
Net income per common share attributable to Texas Roadhouse, Inc. and subsidiaries:				
Basic	$ 0.62	$ 0.53	$ 1.38	$ 1.01
Diluted	$ 0.62	$ 0.53	$ 1.37	$ 1.01
Weighted average shares outstanding:				
Basic	71,445	70,973	71,389	70,876
Diluted	71,897	71,437	71,853	71,398
Cash dividends declared per share	$ 0.25	$ 0.21	$ 0.50	$ 0.42

See accompanying notes to condensed consolidated financial statements.

Texas Roadhouse, Inc. and Subsidiaries
Condensed Consolidated Statement of Stockholders' Equit y
(in thousands, except share and per share data)
(unaudited)

	Shares	Par Value	Additional Paid-in-Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Texas Roadhouse, Inc. and Subsidiaries	Noncontrolling Interests	Total
Balance, December 26, 2017	71,168,897	$ 71	$ 236,548	$ 602,499	$ (39)	$ 839,079	$ 12,312	$ 851,391
Net income	—	—	—	98,768	—	98,768	3,574	102,342
Other comprehensive loss, net	—	—	—	—	(8)	(8)	—	(8)
Noncontrolling interests contribution	—	—	—	—	—	—	865	865
Contribution from executive officer	—	—	1,000	—	—	1,000	—	1,000
Distributions to noncontrolling interest holders	—	—	—	—	—	—	(3,202)	(3,202)
Dividends declared ($0.50 per share)	—	—	—	(35,721)	—	(35,721)	—	(35,721)
Shares issued under share-based compensation plans including tax effects	478,690	—	—	—	—	—	—	—
Indirect repurchase of shares for minimum tax withholdings	(173,378)	—	(10,047)	—	—	(10,047)	—	(10,047)
Cumulative effect of change in accounting principle	—	—	—	(878)	—	(878)	—	(878)
Share-based compensation	—	—	15,856	—	—	15,856	—	15,856
Balance, June 26, 2018	71,474,209	$ 71	$ 243,357	$ 664,668	$ (47)	$ 908,049	$ 13,549	$ 921,598

See accompanying notes to condensed consolidated financial statements.

Texas Roadhouse, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	26 Weeks Ended	
	June 26, 2018	June 27, 2017
Cash flows from operating activities:		
Net income including noncontrolling interests	$ 102,342	$ 75,202
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	49,649	45,702
Deferred income taxes	3,609	(3,780)
Loss on disposition of assets	2,852	2,339
Contribution from executive officer	1,000	—
Equity income from investments in unconsolidated affiliates	(769)	(790)
Distributions of income received from investments in unconsolidated affiliates	367	370
Provision for doubtful accounts	17	19
Share-based compensation expense	15,856	12,365
Changes in operating working capital:		
Receivables	44,328	26,814
Inventories	(719)	819
Prepaid expenses	870	980
Other assets	(4,600)	(4,046)
Accounts payable	(61)	(744)
Deferred revenue—gift cards	(59,082)	(51,170)
Accrued wages	3,066	3,083
Prepaid income taxes and income taxes payable	(980)	7,254
Accrued taxes and licenses	(765)	1,208
Other accrued liabilities	2,247	5,883
Deferred rent	2,382	2,842
Other liabilities	3,498	3,958
Net cash provided by operating activities	165,107	128,308
Cash flows from investing activities:		
Capital expenditures—property and equipment	(66,718)	(73,637)
Acquisition of franchise restaurants, net of cash acquired	—	(16,528)
Net cash used in investing activities	(66,718)	(90,165)
Cash flows from financing activities:		
Proceeds from noncontrolling interest contribution	865	3,457
Distributions to noncontrolling interest holders	(3,202)	(2,748)
Proceeds from stock option and other deposits, net	232	436
Indirect repurchase of shares for minimum tax withholdings	(10,047)	(8,626)
Principal payments on long-term debt and capital lease obligation	(50,004)	(81)
Proceeds from exercise of stock options	—	1,291
Dividends paid to shareholders	(32,798)	(28,308)
Net cash used in financing activities	(94,954)	(34,579)
Net increase in cash and cash equivalents	3,435	3,564
Cash and cash equivalents—beginning of period	150,918	112,944
Cash and cash equivalents—end of period	$ 154,353	$ 116,508
Supplemental disclosures of cash flow information:		
Interest paid, net of amounts capitalized	$ 485	$ 588
Income taxes paid	$ 14,295	$ 24,638
Capital expenditures included in current liabilities	$ 14,268	$ 6,110

See accompanying notes to condensed consolidated financial statements.

Texas Roadhouse, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(tabular amounts in thousands, except share and per share data)
(unaudited)

(1) Basis of Presentation

The accompanying unaudited condensed consolidated financial statements include the accounts of Texas Roadhouse, Inc. ("TRI"), our wholly-owned subsidiaries and subsidiaries in which we have a controlling interest (collectively the "Company," "we," "our" and/or "us") as of June 26, 2018 and December 26, 2017 and for the 13 and 26 weeks ended June 26, 2018 and June 27, 2017.

As of June 26, 2018, we owned and operated 476 restaurants and franchised an additional 90 restaurants in 49 states and eight foreign countries. Of the 476 company restaurants that were operating at June 26, 2018, 458 were wholly-owned and 18 were majority-owned. Of the 90 franchise restaurants, 70 were domestic restaurants and 20 were international restaurants.

As of June 27, 2017, we owned and operated 448 restaurants and franchised an additional 84 restaurants in 49 states and six foreign countries. Of the 448 company restaurants that were operating at June 27, 2017, 430 were wholly-owned and 18 were majority-owned. Of the 84 franchise restaurants, 70 were domestic restaurants and 14 were international restaurants.

As of June 26, 2018 and June 27, 2017, we owned 5.0% to 10.0% equity interest in 24 franchise restaurants. Additionally, as of June 26, 2018 and June 27, 2017, we owned a 40% equity interest in four non-Texas Roadhouse restaurants as part of a joint venture agreement with a casual dining restaurant operator in China. The unconsolidated restaurants are accounted for using the equity method. Our investments in these unconsolidated affiliates are included in other assets in our unaudited condensed consolidated balance sheets, and we record our percentage share of net income earned by these unconsolidated affiliates in our unaudited condensed consolidated statements of income and comprehensive income under equity income from investments in unconsolidated affiliates. All significant intercompany balances and transactions for these unconsolidated restaurants as well as the entities whose accounts have been consolidated have been eliminated.

We have made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the unaudited condensed consolidated financial statements and the reporting of revenue and expenses during the periods to prepare these unaudited condensed consolidated financial statements in conformity with U.S. generally accepted accounting principles ("GAAP"). Significant items subject to such estimates and assumptions include the carrying amounts of property and equipment and goodwill, obligations related to insurance reserves, leases and leasehold improvements, legal reserves, gift card breakage and third party fees and income taxes. Actual results could differ from those estimates.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments, consisting only of normal recurring adjustments, necessary to present fairly our consolidated financial position, results of operations and cash flows for the periods presented. The unaudited condensed consolidated financial statements have been prepared in accordance with GAAP, except that certain information and footnotes have been condensed or omitted pursuant to rules and regulations of the Securities and Exchange Commission ("SEC"). Operating results for the 13 and 26 weeks ended June 26, 2018 are not necessarily indicative of the results that may be expected for the year ending December 25, 2018. The unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 26, 2017.

Our significant interim accounting policies include the recognition of income taxes using an estimated annual effective tax rate.

(2) Recent Accounting Pronouncements

Revenue Recognition
(Accounting Standards Codification 606, "ASC 606")

On December 27, 2017, we adopted ASC 606, *Revenue from Contracts with Customers* . This ASC requires an entity to allocate the transaction price received from customers to each separate and distinct performance obligation and recognize revenue as these performance obligations are satisfied. This standard replaces most existing revenue recognition guidance in GAAP. The adoption of this standard did not have an impact on our recognition of sales from company restaurants or our recognition of continuing fees from franchisees, which are based on a percentage of franchise restaurant sales. As further detailed below, the adoption of this standard did have an impact on the recognition of initial franchise fees and upfront fees from international development agreements. In addition, certain transactions that were previously recorded as expense are now classified as revenue. We utilized the cumulative-effect method of adoption and recorded a $0.9 million reduction, net of tax, to retained earnings as of the first day of fiscal 2018 to reflect the change in the recognition pattern of initial franchise fees and upfront fees. The comparative financial information has not been restated and continues to be reported under the accounting standards in effect for those periods.

The cumulative effects of the changes made to our unaudited condensed consolidated balance sheet as of December 26, 2017 as a result of the adoption of ASC 606 were as follows:

	Balance at December 26, 2017	ASC 606 Adjustments	Balance at December 27, 2017
Liabilities			
Deferred tax liabilities, net	$ 5,301	$ (299)	$ 5,002
Other liabilities, non-current	42,112	1,177	43,289
Equity			
Retained earnings	$ 602,499	$ (878)	$ 601,621

Under ASC 606, because the services we provide related to initial franchise fees and upfront fees from international development agreements do not contain separate and distinct performance obligations from the franchise right, these fees will be recognized on a straight-line basis over the term of the associated franchise agreement. Under previous guidance, initial franchise fees were recognized when the related services had been provided, which was generally upon the opening of the restaurant, and upfront fees were recognized on a pro-rata basis as restaurants under the development agreement were opened. These fees will continue to be recorded as a component of franchise royalties and fees in our unaudited condensed consolidated statements of income and comprehensive income. ASC 606 requires sales-based royalties to continue to be recognized as franchise restaurant sales occur.

In addition, certain transactions that were previously recorded as expense will be classified as revenue. These transactions include breakage income and third party gift card fees from our gift card program as well as accounting fees, supervision fees and advertising contributions received from our franchisees. Under ASC 606, breakage income and third party gift card fees are recorded as a component of restaurant and other sales in our unaudited condensed consolidated statements of income and comprehensive income. Under previous guidance, these transactions were recorded as a component of other operating expense. Also under ASC 606, accounting fees, supervision fees and advertising contributions received from our franchisees are recorded as a component of franchise royalties and fees in our unaudited condensed consolidated statements of income and comprehensive income. Under previous guidance, these transactions were recorded as a reduction of general and administrative expense. As noted above, we adopted ASC 606 as of the first day of fiscal 2018. The comparative financial information has not been restated and continues to be reported under the accounting standards in effect for those periods.

The impact of adopting ASC 606 as compared to the previous revenue recognition guidance on our unaudited condensed consolidated balance sheet and unaudited condensed consolidated statements of income and comprehensive income was as follows:

	June 26, 2018		
	As Reported	Balances Without Adoption of ASC 606	Adoption Impact of ASC 606
Balance Sheet			
Liabilities			
Deferred tax liabilities, net	$ 8,619	$ 8,917	$ (298)
Other liabilities, non-current	46,791	45,616	1,175
Equity			
Retained earnings	$ 664,668	$ 665,545	$ (877)

	13 Weeks Ended June 26, 2018			26 Weeks Ended June 26, 2018		
	As Reported	Balances Without Adoption of ASC 606	Adoption Impact of ASC 606	As Reported	Balances Without Adoption of ASC 606	Adoption Impact of ASC 606
Income Statement						
Revenue						
Restaurant and other sales	$ 624,073	$ 625,535	$ (1,462)	$ 1,246,475	$ 1,249,750	$ (3,275)
Franchise royalties and fees	5,164	4,509	655	10,467	9,230	1,237
Costs and expenses						
Other operating	94,858	96,320	(1,462)	187,236	190,511	(3,275)
General and administrative	35,004	34,391	613	65,179	63,943	1,236
Provision for income taxes	8,466	8,455	11	16,923	16,923	-
Net Income	$ 44,227	$ 44,196	$ 31	$ 98,768	$ 98,767	$ 1

Statement of Cash Flows
(Accounting Standards Update 2016-15, "ASU 2016-15")

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments* , which adds and/or clarifies guidance on the classification of certain cash receipts and payments in the statement of cash flows. We adopted this guidance as of the beginning of our 2018 fiscal year. The adoption of this guidance did not have a material impact on our consolidated financial position, results of operations or cash flows.

Income Taxes
(Accounting Standards Update 2016-16, "ASU 2016-16")

In October 2016, the FASB issued ASU 2016-16, *Income Taxes (Topic 740)* , which addresses the income tax consequences of intra-entity transfers of assets other than inventory. Current GAAP prohibits the recognition of current and deferred income taxes for an intra-entity asset transfer until the asset has been sold to an outside party. This standard will require recognition of current and deferred income taxes resulting from an intra-entity transfer of an asset other than inventory when the transfer occurs. We adopted this guidance as of the beginning of our 2018 fiscal year. The adoption of this guidance did not have a material impact on our consolidated financial position, results of operations or cash flows.

Compensation – Stock Compensation
(Accounting Standards Update 2017-09, "ASU 2017-09")

In May 2017, the FASB issued ASU 2017-09, *Compensation – Stock Compensation (Topic 718): Scope of Modification Accounting* , which clarifies when a change in the terms or conditions of a share-based payment award must be accounted for as a modification. ASU 2017-09 requires modification accounting if the fair value, vesting condition or the classification of the award is not the same immediately before and after a change in the terms and conditions of the award. We adopted this guidance as of the beginning of our 2018 fiscal year. The adoption of this guidance did not have a material impact on our consolidated financial position, results of operations or cash flows.

Leases
(Accounting Standards Update 2016-02, "ASU 2016-02")

In February 2016, the FASB issued ASU 2016-02, *Leases* , which requires an entity to recognize a right-of-use asset and a lease liability for virtually all leases. This update also requires additional disclosures about the amount, timing, and uncertainty of cash flows arising from leases. ASU 2016-02 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018 (our 2019 fiscal year). In March 2018, the FASB approved an amendment that allowed a modified retrospective approach and new required lease disclosures for all leases existing or entered into after either the beginning of the year of adoption or the earliest comparative period in the consolidated financial statements.

We had operating leases with remaining rental payments of approximately $877.0 million as of June 26, 2018. The discounted minimum remaining rental payments will be the starting point for determining the right-of-use asset and lease liability. While we are still in the process of assessing the impact of this new standard on our consolidated financial position, results of operations and cash flows, we expect the adoption of this standard will have a material impact on our consolidated financial position due to the recognition of the right-of-use asset and lease liability related to operating leases. While the new standard is also expected to impact the measurement and presentation of elements of expenses and cash flows related to leasing arrangements, we do not presently believe there will be a material impact on our consolidated results of operations, cash flows, or the related notes.

Financial Instruments
(Accounting Standards Update 2016-13, "ASU 2016-13")

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* , which requires measurement and recognition of expected versus incurred losses for financial assets held. ASU 2016-13 is effective for annual periods beginning after December 15, 2019 (our 2020 fiscal year), with early adoption permitted for annual periods beginning after December 15, 2018. We are currently assessing the impact of this new standard on our consolidated financial position, results of operations and cash flows.

Goodwill
(Accounting Standards Update 2017-04, "ASU 2017-04")

In January 2017, the FASB issued ASU 2017-04, *Intangibles – Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment,* which simplifies the accounting for goodwill impairment and is expected to reduce the cost and complexity of accounting for goodwill. ASU 2017-04 removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. Instead, goodwill impairment will be the amount by which a reporting unit’s carrying value exceeds its fair value, not to exceed the carrying amount of the goodwill. ASU 2017-04 is effective for fiscal years beginning after December 15, 2019 (our 2020 fiscal year) and will be applied on a prospective basis. Early adoption is permitted for interim and annual goodwill impairment tests performed on testing dates after January 1, 2017. We are currently assessing the impact of this new standard on our consolidated financial position, results of operations and cash flows.

(3) Revenues

The following table disaggregates our revenue by major source (in thousands):

	13 Weeks Ended June 26, 2018	26 Weeks Ended June 26, 2018
Restaurant and other sales	$ 624,073	$ 1,246,475
Franchise royalties	4,336	8,820
Franchise fees	828	1,647
Total revenue	$ 629,237	$ 1,256,942

Restaurant sales include the sale of food and beverage products to our customers. We recognize this revenue when the products are sold. All sales taxes collected from customers and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from revenue in the unaudited condensed consolidated statements of income and comprehensive income.

Other sales include the amortization of gift card breakage and fees associated with third party gift card sales. We record deferred revenue for gift cards that have been sold but not yet redeemed. When the gift cards are redeemed, we recognize restaurant sales and reduce deferred revenue. For some of the gift cards that are sold, the likelihood of redemption is remote. When the likelihood of a gift card's redemption is determined to be remote, we record a breakage adjustment and reduce deferred revenue by the amount never expected to be redeemed. We use historic gift card redemption patterns to determine when the likelihood of a gift card's redemption becomes remote and have determined that approximately 4% of the value of the gift cards sold by our company and our third party retailers will never be redeemed. This breakage adjustment is recorded consistent with the historic redemption pattern of the associated gift card. In addition, we incur fees on all gift cards that are sold through third party retailers. These fees are also deferred and recorded consistent with the historic redemption pattern of the associated gift cards. For the 13 and 26 weeks ended June 26, 2018, we recognized gift card fees, net of gift card breakage income, of approximately $1.5 million and $3.3 million, respectively. Total deferred revenue related to our gift cards is included in deferred revenue-gift cards in our unaudited condensed consolidated balance sheets and includes the full value of unredeemed gift cards less the amortized portion of the breakage rates and the unamortized portion of third party fees. As of June 26, 2018 and December 26, 2017, our deferred revenue balance related to gift cards was approximately $97.5 million and $156.6 million, respectively. This change was primarily due to the redemption of gift cards partially offset by the sale of additional gift cards. We recognized sales of approximately $21.8 million and $86.4 million for the 13 and 26 weeks ended June 26, 2018, respectively, related to the amount in deferred revenue as of December 26, 2017.

Franchise royalties include continuing fees received from our franchising of Texas Roadhouse restaurants. We execute franchise agreements for each franchise restaurant which sets out the terms of our arrangement with the franchisee. These agreements require the franchisee to pay ongoing royalties of generally 4.0% of gross sales from our domestic franchisees, along with royalties paid to us by our international franchisees. Franchise royalties are recognized as revenue as the corresponding franchise restaurant sales occur.

Franchise fees are all remaining fees from our franchisees including initial fees, upfront fees from international agreements, fees paid to our domestic marketing and advertising fund, and fees for supervisory and administrative services. Our franchise agreements typically require the franchisee to pay an initial, non-refundable fee. Subject to our approval and payment of a renewal fee, a franchisee may generally renew the franchise agreement upon its expiration. These initial fees and renewal fees are deferred and recognized over the term of the agreement. We also enter into area development agreements for the development of international Texas Roadhouse restaurants. Upfront fees from development agreements are deferred and recognized on a pro-rata basis over the term of the individual restaurant franchise agreement as restaurants under the development agreement are opened. Our domestic franchise agreement also requires our franchisees to remit 0.3% of sales to our system-wide marketing and advertising fund. These amounts are recognized as revenue as the corresponding franchise restaurant sales occur. Finally, we perform supervisory and administrative services for certain franchise restaurants for which we receive management fees, which are recognized as the services are performed. Total deferred revenue related to our franchise agreements is included in other liabilities in our unaudited condensed consolidated balance sheets and was approximately $1.2 million as of June 26, 2018 and December 26, 2017. We recognized revenue of approximately $0.1 million and $0.2 million for the 13 and 26 weeks ended June 26, 2018, respectively, related to the amount in deferred revenue as of December 26, 2017.

(4) Long-term Debt and Obligation Under Capital Lease

Long-term debt consisted of the following:

	June 26, 2018	December 26, 2017
Obligation under capital lease	$ 1,986	$ 1,990
Revolver	—	50,000
	1,986	51,990
Less current maturities	10	9
	$ 1,976	$ 51,981

On August 7, 2017, we entered into the Amended and Restated Credit Agreement (the "Amended Credit Agreement") with respect to our revolving credit facility with a syndicate of commercial lenders led by JPMorgan Chase Bank, N.A., PNC Bank, N.A., and Wells Fargo Bank, N.A. The revolving credit facility remains an unsecured, revolving credit agreement under which we may borrow up to $200.0 million with the option to increase the revolving credit facility by an additional $200.0 million subject to certain limitations. The Amended Credit Agreement extends the maturity date of our revolving credit facility until August 5, 2022.

The terms of the Amended Credit Agreement require us to pay interest on outstanding borrowings at the London Interbank Offered Rate ("LIBOR") plus a margin of 0.875% to 1.875% and to pay a commitment fee of 0.125% to 0.30% per year on any unused portion of the revolving credit facility, in each case depending on our leverage ratio, or the Alternate Base Rate, which is the highest of the issuing banks' prime lending rate, the Federal Reserve Bank of New York rate plus 0.50% or the Adjusted Eurodollar Rate for a one month interest period on such day plus 1.0%. In April 2018, we paid off our outstanding credit facility of $50.0 million. The weighted-average interest rate for the amended revolving credit facility as of June 26, 2018 and December 26, 2017 was 2.81% and 2.37%, respectively. As of June 26, 2018, we had $192.5 million of availability, net of $7.5 million of outstanding letters of credit.

The lenders' obligation to extend credit pursuant to the Amended Credit Agreement depends on us maintaining certain financial covenants, including a minimum consolidated fixed charge coverage ratio of 2.00 to 1.00 and a maximum consolidated leverage ratio of 3.00 to 1.00. The Amended Credit Agreement permits us to incur additional secured or unsecured indebtedness outside the amended revolving credit facility, except for the incurrence of secured indebtedness that in the aggregate is equal to or greater than $125.0 million and 20% of our consolidated tangible net worth. We were in compliance with all financial covenants as of June 26, 2018.

(5) Income Taxes

A reconciliation of the statutory federal income tax rate to our effective tax rate for the 13 and 26 weeks ended June 26, 2018 and June 27, 2017 is as follows:

	13 Weeks Ended		26 Weeks Ended	
	June 26, 2018	June 27, 2017	June 26, 2018	June 27, 2017
Tax at statutory federal rate	21.0 %	35.0 %	21.0 %	35.0 %
State and local tax, net of federal benefit	3.5	3.4	3.8	3.4
FICA tip tax credit	(9.2)	(7.2)	(9.4)	(7.1)
Work opportunity tax credit	(1.6)	(0.8)	(1.4)	(0.8)
Stock compensation	(0.6)	(1.8)	(1.4)	(2.5)
Net income attributable to noncontrolling interests	(0.2)	(1.1)	(0.7)	(1.1)
Officer compensation	1.3	0.1	1.1	0.1
Other	1.4	0.3	1.2	0.2
Total	15.6 %	27.9 %	14.2 %	27.2 %

Our effective tax rate decreased to 15.6% for the 13 weeks ended June 26, 2018 compared to 27.9% for the 13 weeks ended June 27, 2017. For the 26 weeks ended June 26, 2018, our effective tax rate decreased to 14.2% compared to 27.2% for the 26 weeks ended June 27, 2017. These decreases are driven by new tax legislation that was enacted in late 2017. As a result of the new tax legislation, significant tax changes were enacted including a reduction of the federal corporate tax rate from 35.0% to 21.0%. These changes were generally effective at the beginning of our 2018 fiscal year.

(6) Commitments and Contingencies

The estimated cost of completing capital project commitments at June 26, 2018 and December 26, 2017 was approximately $153.8 million and $150.0 million, respectively.

As of June 26, 2018 and December 26, 2017, we were contingently liable for $15.2 million and $15.6 million, respectively, for seven lease guarantees, listed in the table below. These amounts represent the maximum potential liability of future payments under the guarantees. In the event of default, the indemnity and default clauses in our assignment agreements govern our ability to pursue and recover damages incurred. No material liabilities have been recorded as of June 26, 2018 and December 26, 2017 as the likelihood of default was deemed to be less than probable and the fair value of the guarantees is not considered significant.

	Lease Assignment Date	Current Lease Term Expiration
Everett, Massachusetts (1)(2)	September 2002	February 2023
Longmont, Colorado (1)	October 2003	May 2019
Montgomeryville, Pennsylvania (1)	October 2004	March 2021
Fargo, North Dakota (1)(2)	February 2006	July 2021
Logan, Utah (1)	January 2009	August 2019
Irving, Texas (3)	December 2013	December 2019
Louisville, Kentucky (3)(4)	December 2013	November 2023

(1) Real estate lease agreements for restaurant locations which we entered into before granting franchise rights to those restaurants. We have subsequently assigned the leases to the franchisees, but remain contingently liable under the terms of the lease if the franchisee defaults .
(2) As discussed in note 7, these restaurants are owned, in whole or part, by certain officers, directors and 5% shareholders of the Company.
(3) Leases associated with non-Texas Roadhouse restaurants which were sold. The leases were assigned to the acquirer, but we remain contingently liable under the terms of the lease if the acquirer defaults.
(4) We may be released from liability after the initial contractual lease term expiration contingent upon certain conditions being met by the acquirer.

During the 13 and 26 weeks ended June 26, 2018, we bought most of our beef from three suppliers. A change in suppliers could cause supply shortages and/or higher costs to secure adequate supplies and a possible loss of sales, which would affect operating results adversely. We have no material minimum purchase commitments with our vendors that extend beyond a year.

We and the U.S. Equal Employment Opportunity Commission entered into a consent decree dated March 31, 2017 (the "Consent Decree") to settle the lawsuit styled Equal Employment Opportunity Commission v. Texas Roadhouse, Inc., Texas Roadhouse Holdings LLC and Texas Roadhouse Management Corp. in the United States District Court, District of Massachusetts, Civil Action Number 1:11-cv-11732 (the "Lawsuit"). The Consent Decree resolves the issues litigated in the Lawsuit. Under the Consent Decree, among other terms, we have established a fund of $12.0 million, from which awards of monetary relief, allocated as wages for tax purposes, may be made to eligible claimants in accordance with procedures set forth in the Consent Decree. We recorded a pre-tax charge of $14.9 million ($9.2 million after-tax) related to the Lawsuit and Consent Decree during the 13 weeks ended March 28, 2017. The pre-tax charge includes $12.6 million of costs associated with the legal settlement and $2.3 million of legal fees associated with the defense of the case. In addition, we recorded $0.6 million of claims administration costs during the 13 weeks ended June 26, 2018. These pre-tax charges were recorded in general and administrative expense in our unaudited condensed consolidated statements of income and comprehensive income.

Occasionally, we are a defendant in litigation arising in the ordinary course of our business, including "slip and fall" accidents, employment related claims, claims related to our service of alcohol, and claims from guests or employees alleging illness, injury or food quality, health or operational concerns. None of these types of litigation, most of which are covered by insurance, has had a material effect on us and, as of the date of this report, we are not party to any litigation that we believe could have a material adverse effect on our business.

(7) Related Party Transactions

As of June 26, 2018 and June 27, 2017, we had 10 franchise restaurants owned in whole or part, by certain officers, directors and 5% stockholders of the Company. For the 13 week periods ended June 26, 2018 and June 27, 2017, these entities paid us fees of approximately $0.6 million and $0.5 million, respectively. For both of the 26 week periods ended June 26, 2018 and June 27, 2017, these entities paid us fees of approximately $1.1 million. As disclosed in note 6, we are contingently liable on leases related to two of these restaurants.

In addition, for the 13 weeks ended June 26, 2018, our founder made a personal contribution of $1.0 million to cover a portion of the planned expenses incurred as part of the annual managing partner conference which marked our 25th anniversary. These amounts were recorded as general and administrative expense on the condensed consolidated statement of income and as additional paid-in-capital on the condensed consolidated statement of stockholders' equity.

(8) Earnings Per Share

The share and net income per share data for all periods presented are based on the historical weighted-average shares outstanding. The diluted earnings per share calculations show the effect of the weighted-average stock options and restricted stock units outstanding from our equity incentive plans. Performance stock units are not included in the diluted earnings per share calculation until the performance-based criteria have been met.

For the 13 week periods ended June 26, 2018 and June 27, 2017, there were 1,231 and 17,691 shares of nonvested stock, respectively, that were outstanding but not included in the computation of diluted earnings per share because their inclusion would have had an anti-dilutive effect. For the 26 week periods ended June 26, 2018 and June 27, 2017, there were 7,937 and 31,136 shares of nonvested stock, respectively, that were not included because they would have had an anti-dilutive effect.

The following table sets forth the calculation of earnings per share and weighted-average shares outstanding (in thousands) as presented in the accompanying unaudited condensed consolidated statements of income and comprehensive income:

	13 Weeks Ended		26 Weeks Ended	
	June 26, 2018	June 27, 2017	June 26, 2018	June 27, 2017
Net income attributable to Texas Roadhouse, Inc. and subsidiaries	$ 44,227	$ 37,581	$ 98,768	$ 71,894
Basic EPS:				
Weighted-average common shares outstanding	71,445	70,973	71,389	70,876
Basic EPS	$ 0.62	$ 0.53	$ 1.38	$ 1.01
Diluted EPS:				
Weighted-average common shares outstanding	71,445	70,973	71,389	70,876
Dilutive effect of stock options and nonvested stock	452	464	464	522
Shares-diluted	71,897	71,437	71,853	71,398
Diluted EPS	$ 0.62	$ 0.53	$ 1.37	$ 1.01

(9) Fair Value Measurements

ASC 820, *Fair Value Measurements* ("ASC 820"), establishes a framework for measuring fair value and expands disclosures about fair value measurements. ASC 820 establishes a three-level hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs in measuring fair value. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability on the measurement date.

Level 1 Inputs based on quoted prices in active markets for identical assets.
Level 2 Inputs other than quoted prices included within Level 1 that are observable for the assets, either directly or indirectly.
Level 3 Inputs that are unobservable for the asset.

There were no transfers among levels within the fair value hierarchy during the 13 and 26 weeks ended June 26, 2018.

The following table presents the fair values for our financial assets and liabilities measured on a recurring basis:

	Fair Value Measurements		
	Level	June 26, 2018	December 26, 2017
Deferred compensation plan—assets	1	$ 32,299	$ 28,754
Deferred compensation plan—liabilities	1	(32,353)	(28,829)

The Second Amended and Restated Deferred Compensation Plan of Texas Roadhouse Management Corp., as amended, (the "Deferred Compensation Plan") is a nonqualified deferred compensation plan which allows highly compensated employees to defer receipt of a portion of their compensation and contribute such amounts to one or more investment funds held in a rabbi trust. We report the amounts of the rabbi trust in other assets and the corresponding liability in other liabilities in our unaudited condensed consolidated financial statements. These investments are considered trading securities and are reported at fair value based on quoted market prices. The realized and unrealized holding gains and losses related to these investments, as well as the offsetting compensation expense, are recorded in general and administrative expense in the unaudited condensed consolidated statements of income and comprehensive income.

At June 26, 2018 and December 26, 2017, the fair values of cash and cash equivalents, accounts receivable and accounts payable approximated their carrying values based on the short-term nature of these instruments. The fair value of our revolving credit facility at December 26, 2017 approximated its carrying value since it is a variable rate credit facility (Level 2).

(10) Stock Repurchase Program

On May 22, 2014, our Board of Directors approved a stock repurchase program under which we may repurchase up to $100.0 million of our common stock. This stock repurchase program has no expiration date and replaced a previous stock repurchase program which was approved on February 16, 2012. All repurchases to date under our stock repurchase program have been made through open market transactions. The timing and the amount of any repurchases will be determined by management under parameters established by our Board of Directors, based on an evaluation of our stock price, market conditions and other corporate considerations.

We did not repurchase any shares of common stock during the 13 and 26 week periods ended June 26, 2018 or June 27, 2017, respectively. As of June 26, 2018, we had approximately $69.9 million remaining under our authorized stock repurchase program.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

CAUTIONARY STATEMENT

This report contains forward-looking statements based on our current expectations, estimates and projections about our industry and certain assumptions made by us. Words such as "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates," "may," "will" and variations of these words or similar expressions are intended to identify forward-looking statements. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. Such statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict. Therefore, our actual results could differ materially and adversely from those expressed in any forward-looking statements as a result of various factors. The section entitled "Risk Factors" in our Annual Report on Form 10-K for the year ended December 26, 2017, and in Part II, Item 1A in this Form 10-Q, along with disclosures in our other Securities and Exchange Commission ("SEC ") filings discuss some of the important risk factors that may affect our business, results of operations, or financial condition. You should carefully consider those risks, in addition to the other information in this report, and in our other filings with the SEC, before deciding to invest in our Company or to maintain or increase your investment. We undertake no obligation to revise or update publicly any forward-looking statements for any reason. The information contained in this Form 10-Q is not a complete description of our business or the risks associated with an investment in our common stock. We urge you to carefully review and consider the various disclosures made by us in this report and in our other reports filed with the SEC that discuss our business in greater detail and advise interested parties of certain risks, uncertainties and other factors that may affect our business, results of operations or financial condition.

OVERVIEW

Texas Roadhouse, Inc. is a growing restaurant company operating predominately in the casual dining segment. Our founder, chairman and chief executive officer, W. Kent Taylor, started the business in 1993 with the opening of the first Texas Roadhouse restaurant in Clarksville, Indiana. Since then, we have grown to 566 company and franchise restaurants in 49 states and eight foreign countries. Our mission statement is "Legendary Food, Legendary Service ®." Our operating strategy is designed to position each of our restaurants as the local hometown favorite for a broad segment of consumers seeking high quality, affordable meals served with friendly, attentive service. As of June 26, 2018, our 566 restaurants included:

- 476 "company restaurants," of which 458 were wholly-owned and 18 were majority-owned. The results of operations of company restaurants are included in our unaudited condensed consolidated statements of income and comprehensive income. The portion of income attributable to noncontrolling interests in company restaurants that are not wholly-owned is reflected in the line item entitled "Net income attributable to noncontrolling interests" in our unaudited condensed consolidated statements of income and comprehensive income. Of the 476 restaurants we owned and operated as of June 26, 2018, we operated 450 as Texas Roadhouse restaurants and operated 24 as Bubba's 33 restaurants. In addition, we operated two restaurants outside of the casual dining segment.

- 90 "franchise restaurants," 24 of which we have a 5.0% to 10.0% ownership interest. The income derived from our minority interests in these 24 franchise restaurants is reported in the line item entitled "Equity income from investments in unconsolidated affiliates" in our unaudited condensed consolidated statements of income and comprehensive income. Additionally, we provided various management services to these franchise restaurants, as well as six additional franchise restaurants in which we have no ownership interest. All of the franchise restaurants are operated as Texas Roadhouse restaurants. Of the 90 franchise restaurants, 70 were domestic restaurants and 20 were international restaurants.

We have contractual arrangements that grant us the right to acquire at pre-determined formulas the remaining equity interests in 16 of the 18 majority-owned company restaurants and 68 of the domestic franchise restaurants.

Throughout this report, we use the term "restaurants" to include Texas Roadhouse and Bubba's 33, unless otherwise noted.

Presentation of Financial and Operating Data

Throughout this report, the 13 weeks ended June 26, 2018 and June 27, 2017 are referred to as Q2 2018 and Q2 2017, respectively. The 26 weeks ended June 26, 2018 and June 27, 2017 are referred to as 2018 YTD and 2017 YTD, respectively.

As further noted in note 2 to the unaudited condensed consolidated financial statements, we adopted Accounting Standards Codification 606, *Revenue from Contracts with Customers* as of the beginning of our 2018 fiscal year. As a result of this adoption, certain transactions that were previously recorded as expense are now classified as revenue. These include breakage income and third party gift card fees from our gift card program which are included in other sales and previously were included in other operating expense as well as certain fees received from our franchisees which are included in franchise royalties and fees and previously were a reduction of general and administrative expense. In addition, we reclassified certain amounts between restaurant operating costs and general and administrative expenses. None of the above mentioned reclassifications had an impact to income before taxes and the comparative financial information has not been restated for these reclassifications. The comparative impact of these reclassifications is further detailed below.

Long-Term Strategies to Grow Earnings Per Share and Create Shareholder Value

Our long-term strategies with respect to increasing net income and earnings per share, along with creating shareholder value, include the following:

Expanding Our Restaurant Base. We will continue to evaluate opportunities to develop restaurants in existing markets and in new domestic and international markets. Domestically, we will remain focused primarily on markets where we believe a significant demand for our restaurants exists because of population size, income levels, competitors in the area and the presence of shopping and entertainment centers and a significant employment base. Our ability to expand our restaurant base is influenced by many factors beyond our control and, therefore, we may not be able to achieve our anticipated growth.

In 2018 YTD, we opened 14 company restaurants while our franchise partners opened three restaurants. We currently plan to open 27 or 28 company restaurants in 2018 including up to five Bubba's 33 restaurants. In addition, we anticipate that our existing franchise partners will open as many as seven, primarily international, Texas Roadhouse restaurants during 2018.

Our average capital investment for the 23 Texas Roadhouse restaurants opened during 2017, including pre-opening expenses and a capitalized rent factor, was $5.3 million. We expect our average capital investment for Texas Roadhouse restaurants opening in 2018 to be approximately $5.3 million. For 2017, the average capital investment, including pre-opening expenses and a capitalized rent factor, for the four Bubba's 33 restaurants opened during the year was $6.1 million. We expect our average capital investment for Bubba's 33 restaurants opened in 2018 to be approximately $6.9 million. The increase in our 2018 average capital investment for our Bubba's 33 restaurants is primarily due to higher costs at one urban site in New Jersey as well as higher rent and pre-opening costs. We continue to evaluate our Bubba's 33 prototype.

We remain focused on driving sales and managing restaurant investment costs to maintain our restaurant development in the future. Our capital investment (including cash and non-cash costs) for new restaurants varies significantly depending on a number of factors including, but not limited to: the square footage, layout, scope of required site work, type of construction labor (union or non-union), local permitting requirements, our ability to negotiate with landlords, cost of liquor and other licenses and hook-up fees and geographical location.

We have entered into area development and/or franchise agreements for the development and operation of Texas Roadhouse restaurants in multiple foreign countries. We currently have 20 restaurants open in eight foreign countries including 14 restaurants in five countries in the Middle East, three restaurants in Taiwan, two restaurants in the

Philippines and one restaurant in Mexico. For most of the existing international agreements, the franchisee is required to pay us a franchise fee for each restaurant to be opened, royalties on the gross sales of each restaurant and a development fee for our grant of development rights in the named countries. We anticipate that the specific business terms of any future franchise agreement for international restaurants might vary significantly from the standard terms of our domestic agreements and from the terms of existing international agreements, depending on the territory to be franchised and the extent of franchisor-provided services to each franchisee.

Maintaining and/or Improving Restaurant Level Profitability. We plan to maintain restaurant-level profitability (restaurant margin) through a combination of increased comparable restaurant sales and operating cost management. Restaurant margin is not a U.S. generally accepted accounting principle ("GAAP") measure and should not be considered in isolation, or as an alternative to income from operations. See further discussion of restaurant margin below. In general, we continue to balance the impacts of inflationary pressures with our value positioning as we remain focused on our long-term success. This may create a challenge in terms of maintaining and/or increasing restaurant margin, as a percentage of restaurant and other sales, in any given year, depending on the level of inflation we experience. In addition to restaurant margin, as a percentage of restaurant and other sales, we also focus on the growth of restaurant margin dollars per store week as a measure of restaurant-level profitability. In terms of driving comparable restaurant sales, we remain focused on encouraging repeat visits by our guests and attracting new guests through our continued commitment to operational standards relating to food and service quality. To attract new guests and increase the frequency of visits of our existing guests, we also continue to drive various localized marketing programs, focus on speed of service and increase throughput by adding seats in certain restaurants.

Leveraging Our Scalable Infrastructure. To support our growth, we continue to make investments in our infrastructure. Over the past several years, we have made significant investments in our infrastructure, including information and accounting systems, real estate, human resources, legal, marketing, international and restaurant operations, including the development of new concepts. Our goal is to increase general and administrative costs at a slower growth rate than our revenue. Whether we can leverage our infrastructure in future years will depend, in part, on our new restaurant openings, our comparable restaurant sales growth rate going forward and the level of investment we continue to make in our infrastructure.

Returning Capital to Shareholders. We continue to pay dividends and evaluate opportunities to return capital to our shareholders through repurchases of common stock. In 2011, our Board of Directors declared our first quarterly dividend of $0.08 per share of common stock. We have consistently grown our per share dividend each year since that time and our long-term strategy includes increasing our regular quarterly dividend amount over time. On May 17, 2018, our Board of Directors declared a quarterly dividend of $0.25 per share of common stock. The declaration and payment of cash dividends on our common stock is at the discretion of our Board of Directors, and any decision to declare a dividend will be based on many factors, including, but not limited to, earnings, financial condition, applicable covenants under our revolving credit facility, other contractual restrictions and other factors deemed relevant.

In 2008, our Board of Directors approved our first stock repurchase program. From inception through June 26, 2018, we have paid $216.6 million through our authorized stock repurchase programs to repurchase 14,844,851 shares of our common stock at an average price per share of $14.59. On May 22, 2014, our Board of Directors approved a stock repurchase program under which we may repurchase up to $100.0 million of our common stock. This stock repurchase program has no expiration date and replaced a previous stock repurchase program which was approved on February 16, 2012. All repurchases to date have been made through open market transactions. As of June 26, 2018, approximately $69.9 million remains authorized for stock repurchases.

Key Measures We Use to Evaluate Our Company

Key measures we use to evaluate and assess our business include the following:

Number of Restaurant Openings. Number of restaurant openings reflects the number of restaurants opened during a particular fiscal period. For company restaurant openings, we incur pre-opening costs, which are defined below, before the restaurant opens. Typically, new Texas Roadhouse restaurants open with an initial start-up period of higher than normalized sales volumes, which decrease to a steady level approximately three to six months after opening. However, although sales volumes are generally higher, so are initial costs, resulting in restaurant margins that are generally lower during the start-up period of operation and increase to a steady level approximately three to six months after opening.

Comparable Restaurant Sales Growth. Comparable restaurant sales growth reflects the change in restaurant sales for company restaurants over the same period in prior years for the comparable restaurant base. We define the comparable restaurant base to include those restaurants open for a full 18 months before the beginning of the period measured excluding restaurants closed during the period. Comparable restaurant sales growth can be impacted by changes in guest traffic counts or by changes in the per person average check amount. Menu price changes and the mix of menu items sold can affect the per person average check amount.

Average Unit Volume. Average unit volume represents the average quarterly or annual restaurant sales for company restaurants open for a full six months before the beginning of the period measured excluding restaurants closed during the period. Historically, average unit volume growth is less than comparable restaurant sales growth which indicates that newer restaurants are operating with sales levels lower than the company average. At times, average unit volume growth may be more than comparable restaurant sales growth which indicates that newer restaurants are operating with sales levels higher than the company average.

Store Weeks. Store weeks represent the number of weeks that our company restaurants were open during the period measured.

Restaurant Margin. Restaurant margin (in dollars and as a percentage of restaurant and other sales) represents restaurant and other sales less restaurant-level operating costs, including cost of sales, labor, rent and other operating costs. Restaurant margin is not a measurement determined in accordance with GAAP and should not be considered in isolation, or as an alternative, to income from operations. This non-GAAP measure is not indicative of overall company performance and profitability in that this measure does not accrue directly to the benefit of shareholders due to the nature of the costs excluded. Restaurant margin is widely regarded as a useful metric by which to evaluate restaurant-level operating efficiency and performance. In calculating restaurant margin, we exclude certain non-restaurant-level costs that support operations, including pre-opening and general and administrative expenses, but do not have a direct impact on restaurant-level operational efficiency and performance. We also exclude depreciation and amortization expense, substantially all of which relates to restaurant-level assets, as it represents a non-cash charge for the investment in our restaurants. We also exclude impairment and closure expense as we believe this provides a clearer perspective of the Company's ongoing operating performance and a more useful comparison to prior period results. Restaurant margin as presented may not be comparable to other similarly titled measures of other companies in our industry. A reconciliation of income from operations to restaurant margin is included in the Results of Operations section below.

Other Key Definitions

Restaurant and Other Sales. Restaurant sales include gross food and beverage sales, net of promotions and discounts, for all company restaurants. Sales taxes collected from customers and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from restaurant sales in the unaudited condensed consolidated statements of income and comprehensive income. Beginning in 2018, with the adoption of new revenue recognition accounting guidance, other sales include the amortization of fees associated with our third party gift card sales net of the amortization of gift card breakage income which had previously been recorded in restaurant other operating expense. These amounts are amortized over a period consistent with the historic redemption pattern of the associated gift cards.

Franchise Royalties and Fees. Franchise royalties consist of royalties, as defined in our franchise agreements, paid to us by domestic and international franchisees. Domestic and international franchisees also typically pay an initial franchise fee and/or development fee for each new restaurant or territory. The terms of the international agreements may vary significantly from our domestic agreements. Beginning in 2018, with the adoption of new revenue recognition accounting guidance, franchise royalties and fees include certain fees which had previously been recorded as a reduction of general and administrative expenses. These include advertising fees paid by domestic franchisees to our system-wide marketing and advertising fund and management fees paid by certain domestic franchisees for supervisory and administrative services that we perform.

Restaurant Cost of Sales. Restaurant cost of sales consists of food and beverage costs of which approximately half relates to beef costs.

Restaurant Labor Expenses. Restaurant labor expenses include all direct and indirect labor costs incurred in operations except for profit-sharing incentive compensation expenses earned by our restaurant managing partners and market partners. These profit-sharing expenses are reflected in restaurant other operating expenses. Restaurant labor expenses also include share-based compensation expense related to restaurant-level employees.

Restaurant Rent Expense. Restaurant rent expense includes all rent, except pre-opening rent, associated with the leasing of real estate and includes base, percentage and straight-line rent expense.

Restaurant Other Operating Expenses. Restaurant other operating expenses consist of all other restaurant-level operating costs, the major components of which are utilities, supplies, local store advertising, repairs and maintenance, equipment rent, property taxes, credit card fees and general liability insurance. Profit-sharing incentive compensation expenses earned by our restaurant managing partners and market partners are also included in restaurant other operating expenses.

Pre-opening Expenses. Pre-opening expenses, which are charged to operations as incurred, consist of expenses incurred before the opening of a new restaurant and are comprised principally of opening team and training team compensation and benefits, travel expenses, rent, food, beverage and other initial supplies and expenses. On average, over 70% of total pre-opening costs incurred per restaurant opening relate to the hiring and training of employees. Pre-opening costs vary by location depending on many factors, including the size and physical layout of each location; the number of management and hourly employees required to operate each restaurant; the availability of qualified restaurant staff members; the cost of travel and lodging for different geographic areas; the timing of the restaurant opening; and the extent of unexpected delays, if any, in obtaining final licenses and permits to open the restaurants.

Depreciation and Amortization Expenses. Depreciation and amortization expenses ("D&A") include the depreciation of fixed assets and amortization of intangibles with definite lives, substantially all of which relates to restaurant-level assets.

Impairment and Closure Costs. Impairment and closure costs include any impairment of long-lived assets, including goodwill, and expenses associated with the closure of a restaurant. Closure costs also include any gains or losses associated with a relocated restaurant or the sale of a closed restaurant and/or assets held for sale as well as lease costs associated with closed or relocated restaurants.

General and Administrative Expenses. General and administrative expenses ("G&A") are comprised of expenses associated with corporate and administrative functions that support development and restaurant operations and provide an infrastructure to support future growth including certain advertising costs incurred. G&A also includes legal fees, settlement charges and share-based compensation expense related to executive officers, support center employees, and market partners, and the realized and unrealized holding gains and losses related to the investments in our deferred compensation plan.

Interest Expense, Net. Interest expense includes the cost of our debt or financing obligations including the amortization of loan fees, reduced by interest income and capitalized interest. Interest income includes earnings on cash and cash equivalents.

Equity Income from Unconsolidated Affiliates. As of June 26, 2018 and June 27, 2017, we owned a 5.0% to 10.0% equity interest in 24 franchise restaurants. Additionally, as of June 26, 2018 and June 27, 2017, we owned a 40% equity interest in four non-Texas Roadhouse restaurants as part of a joint venture agreement with a casual dining restaurant operator in China. Equity income from unconsolidated affiliates represents our percentage share of net income earned by these unconsolidated affiliates.

Net Income Attributable to Noncontrolling Interests. Net income attributable to noncontrolling interests represents the portion of income attributable to the other owners of the majority-owned restaurants. Our consolidated subsidiaries at both June 26, 2018 and June 27, 2017 included 18 majority-owned restaurants, all of which were open.

Q2 2018 Financial Highlights

Total revenue increased $63.0 million, or 11.1%, to $629.2 million in Q2 2018 compared to $566.3 million in Q2 2017 primarily due to the opening of new restaurants combined with an increase in average unit volume driven by comparable restaurant sales growth. Store weeks and comparable restaurant sales increased 6.4% and 5.7%, respectively, at company restaurants in Q2 2018.

Restaurant margin increased $6.9 million, or 6.5%, to $113.4 million in Q2 2018 compared to $106.5 million in Q2 2017 while restaurant margin, as a percentage of restaurant and other sales, decreased to 18.2% in Q2 2018 compared to 18.9% in Q2 2017. The decrease in restaurant margin, as a percentage of restaurant and other sales, was primarily due to higher labor costs as a result of higher average wage rates and current staffing initiatives. The decrease was partially offset by the reclassification of certain amounts between restaurant operating costs and general and administrative expenses as noted above. These reclassifications impacted restaurant margin by approximately 0.1%, as a percentage of restaurant and other sales, for Q2 2018 and had no impact on income before taxes.

Net income increased $6.6 million, or 17.7%, to $44.2 million in Q2 2018 compared to $37.6 million in Q2 2017 primarily due to an increase in restaurant margin dollars and lower income tax expense partially offset by higher general and administrative expenses. General and administrative expenses were higher primarily due to higher managing partner conference costs and higher incentive compensation costs. Income tax expense was lower due to a decrease in our effective income tax rate to 15.6% in Q2 2018 from 27.9% in Q2 2017 primarily due to the impact of new tax legislation. Diluted earnings per share increased 16.9% to $0.62 in Q2 2018 from $0.53 in Q2 2017.

Results of Operations

	13 Weeks Ended				26 Weeks Ended			
	June 26, 2018		June 27, 2017		June 26, 2018		June 27, 2017	
	$	%	$	%	$	%	$	%
	(In thousands)				(In thousands)			
Consolidated Statements of Income:								
Revenue:								
Restaurant and other sales	624,073	99.2	562,160	99.3	1,246,475	99.2	1,125,480	99.3
Franchise royalties and fees	5,164	0.8	4,102	0.7	10,467	0.8	8,468	0.7
Total revenue	629,237	100.0	566,262	100.0	1,256,942	100.0	1,133,948	100.0
Costs and expenses:								
(As a percentage of restaurant and other sales)								
Restaurant operating costs (excluding depreciation and amortization shown separately below):								
Cost of sales	204,048	32.7	185,171	32.9	406,834	32.6	369,364	32.8
Labor	199,647	32.0	174,585	31.1	395,677	31.7	344,932	30.6
Rent	12,119	1.9	11,112	2.0	23,970	1.9	21,981	2.0
Other operating	94,858	15.2	84,837	15.1	187,236	15.0	170,497	15.1
(As a percentage of total revenue)								
Pre-opening	4,107	0.7	5,014	0.9	9,151	0.7	9,754	0.9
Depreciation and amortization	25,165	4.0	23,106	4.1	49,649	3.9	45,702	4.0
Impairment and closure	22	NM	—	NM	108	NM	11	NM
General and administrative	35,004	5.6	28,223	5.0	65,179	5.2	68,471	6.0
Total costs and expenses	574,970	91.4	512,048	90.4	1,137,804	90.5	1,030,712	90.9
Income from operations	54,267	8.6	54,214	9.6	119,138	9.5	103,236	9.1
Interest expense, net	283	0.0	379	0.1	642	0.1	711	0.1
Equity income from investments in unconsolidated affiliates	(445)	(0.1)	(470)	NM	(769)	(0.1)	(790)	(0.1)
Income before taxes	54,429	8.6	54,305	9.6	119,265	9.5	103,315	9.1
Provision for income taxes	8,466	1.3	15,126	2.7	16,923	1.3	28,113	2.5
Net income including noncontrolling interests	45,963	7.3	39,179	6.9	102,342	8.1	75,202	6.6
Net income attributable to noncontrolling interests	1,736	0.3	1,598	0.3	3,574	0.3	3,308	0.3
Net income attributable to Texas Roadhouse, Inc. and subsidiaries	44,227	7.0	37,581	6.6	98,768	7.9	71,894	6.3

NM — Not meaningful

	Reconciliation of Income from Operations to Restaurant Margin			
	13 Weeks Ended		26 Weeks Ended	
	June 26, 2018	June 27, 2017	June 26, 2018	June 27, 2017
Income from operations	$ 54,267	$ 54,214	$ 119,138	$ 103,236
Less:				
Franchise royalties and fees	5,164	4,102	10,467	8,468
Add:				
Pre-opening	4,107	5,014	9,151	9,754
Depreciation and amortization	25,165	23,106	49,649	45,702
Impairment and closure	22	-	108	11
General and administrative	35,004	28,223	65,179	68,471
Restaurant margin	$ 113,401	$ 106,455	$ 232,758	$ 218,706
Restaurant margin $/store week	18,463	18,434	19,094	19,091
Restaurant margin *(as a percentage of restaurant and other sales)*	18.2%	18.9%	18.7%	19.4%

See above for the definition of restaurant margin.

Restaurant Unit Activity

	Total	Texas Roadhouse	Bubba's 33	Other
Balance at December 26, 2017	549	527	20	2
Company openings	14	10	4	—
Franchise openings - Domestic	—	—	—	—
Franchise openings - International	3	3	—	—
Balance at June 26, 2018	566	540	24	2

Q2 2018 (13 weeks) compared to Q2 2017 (13 weeks) and 2018 YTD (26 weeks) compared to 2017 YTD (26 weeks)

Restaurant and Other Sales. Restaurant and other sales increased by 11.0% in Q2 2018 as compared to Q2 2017 and by 10.8% in 2018 YTD compared to 2017 YTD. The following table summarizes certain key drivers and/or attributes of restaurant and other sales at company restaurants for the periods presented. Company restaurant count activity is shown in the restaurant unit activity table above.

	Q2 2018	Q2 2017	2018 YTD	2017 YTD
Company Restaurants:				
Increase in store weeks	6.4 %	7.9 %	6.4 %	8.0 %
Increase in average unit volume	5.0 %	3.3 %	4.7 %	2.7 %
Other(1)	(0.1)%	0.2 %	(0.1)%	0.1 %
Total increase in restaurant sales	11.3 %	11.4 %	11.0 %	10.8 %
Other sales(2)	(0.3)%	- %	(0.2)%	- %
Total increase in restaurant and other sales	11.0 %	11.4 %	10.8 %	10.8 %
Store weeks	6,142	5,775	12,190	11,456
Comparable restaurant sales growth	5.7 %	4.0 %	5.3 %	3.6 %
Texas Roadhouse restaurants only:				
Comparable restaurant sales growth	5.6 %	4.1 %	5.2 %	3.7 %
Average unit volume (in thousands)	$ 1,338	$ 1,274	$ 2,696	$ 2,575
Weekly sales by group:				
Comparable restaurants (412 and 389 units, respectively)	$ 103,464	$ 98,689		
Average unit volume restaurants (21 and 23 units, respectively)(3)	$ 91,973	$ 85,958		
Restaurants less than six months old (17 and 16 units for each period)	$ 105,386	$ 105,972		

(1) Includes the impact of the year-over-year change in sales volume of all non-Texas Roadhouse restaurants, along with Texas Roadhouse restaurants open less than six months before the beginning of the period measured and, if applicable, the impact of restaurants closed or acquired during the period.
(2) Other sales, for Q2 2018, represent $3.4 million related to the amortization of third party gift card fees net of $1.9 million related to the amortization of gift card breakage income. For 2018 YTD, other sales represent $8.3 million related to the amortization of third party gift card fees net of $5.0 million related to the amortization of gift card breakage income.
(3) Average unit volume restaurants include restaurants open a full six and up to 18 months before the beginning of the period measured.

The increases in restaurant sales for all periods presented were primarily attributable to the opening of new restaurants combined with an increase in average unit volume driven by comparable restaurant sales growth. Comparable restaurant sales growth for all periods presented was due to an increase in our guest traffic counts and an increase in our per person average check as shown in the table below.

	Q2 2018	Q2 2017	2018 YTD	2017 YTD
Guest traffic counts	4.3 %	3.1 %	4.2 %	2.9 %
Per person average check	1.4 %	0.9 %	1.1 %	0.7 %
Comparable restaurant sales growth	5.7 %	4.0 %	5.3 %	3.6 %

Year-over-year sales for newer restaurants included in our average unit volume, but excluded from our comparable restaurant sales, partially offset the impact of positive comparable restaurant sales growth in Q2 2018 and 2018 YTD.

The increases in our per person average check for the periods presented were primarily driven by menu price increases taken in 2017 and 2016. In 2018, we increased menu prices in the first quarter by 0.8%. In 2017, we increased menu prices in the second quarter and fourth quarter by approximately 0.5% and 0.3%, respectively. In 2016, we increased menu prices in the fourth quarter by approximately 1.0%. These menu price increases were taken as a result of inflationary pressures, primarily commodities and/or labor.

In 2018, we plan to open 27 or 28 company restaurants, including up to five Bubba's 33 restaurants. We opened 14 company restaurants in 2018 YTD including ten Texas Roadhouse restaurants and four Bubba's 33 restaurants. We have either begun construction or have sites under contract for purchase or lease for all of our expected 2018 openings.

Franchise Royalties and Fees. Franchise royalties and fees increased by $1.1 million, or by 25.9%, in Q2 2018 from Q2 2017 and increased by $2.0 million, or by 23.6%, in 2018 YTD from 2017 YTD. Included in these increases are the reclassifications of approximately $0.7 million and $1.5 million in Q2 2018 and 2018 YTD, respectively, in conjunction with the implementation of new revenue recognition accounting guidance as previously described. The remaining increase in Q2 2018 and 2018 YTD was attributable to an increase in average unit volume at domestic restaurants, driven by comparable restaurant sales growth, and the opening of new franchise restaurants. These increases were partially offset by a decrease in average unit volume at international restaurants, driven by a decrease in comparable restaurant sales at those locations.

Franchise comparable restaurant sales increased 1.9% in both Q2 2018 and 2018 YTD, which included an increase in domestic franchise comparable restaurant sales of 3.9% and 4.0%, respectively. Franchise restaurant count activity is shown in the restaurant activity table above. In 2018, we anticipate that our existing franchise restaurant partners will open as many as seven, primarily international, Texas Roadhouse restaurants, three of which opened in 2018 YTD.

Restaurant Cost of Sales. Restaurant cost of sales, as a percentage of restaurant and other sales, decreased to 32.7% in Q2 2018 from 32.9% in Q2 2017 and decreased to 32.6% in 2018 YTD from 32.8% in 2017 YTD. These decreases were primarily due to the benefit of menu pricing actions along with the reclassification of $1.1 million in Q2 2018 and $2.5 million in 2018 YTD in conjunction with the implementation of new revenue recognition accounting guidance as previously described. The decrease was partially offset by commodity inflation of approximately 1.0% in both Q2 2018 and 2018 YTD driven by higher food costs.

For 2018, we expect commodity cost inflation of approximately 1.0% with fixed price contracts for approximately 65% of our overall food costs and the remainder subject to fluctuating market prices.

Restaurant Labor Expenses. Restaurant labor expenses, as a percentage of restaurant and other sales, increased to 32.0% in Q2 2018 compared to 31.1% in Q2 2017 and increased to 31.7% in 2018 YTD compared to 30.6% in 2017 YTD. These increases were primarily attributable to higher average wage rates and current staffing initiatives, partially offset by lower costs associated with health insurance along with the benefit from an increase in average unit volume. Health insurance costs were $0.7 million lower in Q2 2018 and 2018 YTD due to changes in our claims development history.

For 2018, we anticipate our labor costs will continue to be pressured by mid-single digit inflation due to increases in state-mandated minimum and tipped wage rates, ongoing labor market pressures, current staffing initiatives, and increased investment in our people. These increases may or may not be offset by additional menu price adjustments or guest traffic growth.

Restaurant Rent Expense. Restaurant rent expense, as a percentage of restaurant and other sales, decreased to 1.9% in both Q2 2018 and 2018 YTD compared to 2.0% in both Q2 2017 and 2017 YTD. The benefit from an increase in average unit volume was offset by higher rent expense, as a percentage of restaurant and other sales, at our newer restaurants.

Restaurant Other Operating Expenses. Restaurant other operating expenses, as a percentage of restaurant and other sales, increased to 15.2% in Q2 2018 compared to 15.1% in Q2 2017 and decreased to 15.0% in 2018 YTD compared to

15.1% in 2017 YTD. The increase in Q2 2018 was primarily due to higher restaurant to-go supplies expense partially offset by the reclassification of $0.7 million made in conjunction with the implementation of new revenue recognition accounting guidance as previously described. The decrease in 2018 YTD was primarily due to the reclassification of $2.3 million as part of this implementation as well as lower incentive compensation and lower general liability insurance costs. These decreases were partially offset by higher restaurant to-go supplies expense.

Restaurant Pre-opening Expenses.   Pre-opening expenses decreased to $4.1 million in Q2 2018 from $5.0 million in Q2 2017 and decreased to $9.2 million in 2018 YTD from $9.8 million in 2017 YTD. This variance was primarily due to the timing of restaurant openings.

Overall, we plan to open 27 or 28 company restaurants in 2018 compared to 27 company restaurants in 2017. Pre-opening costs will fluctuate from quarter to quarter based on the specific pre-opening costs incurred for each restaurant, the number and timing of restaurant openings and the number and timing of restaurant managers hired.

Depreciation and Amortization Expense.   D&A, as a percentage of total revenue, decreased to 4.0% in Q2 2018 compared to 4.1% in Q2 2017 and decreased to 3.9% in 2018 YTD compared to 4.0% in 2017 YTD. These decreases were primarily due to the benefit of an increase in average unit volume partially offset by higher depreciation, as a percentage of revenue, at new restaurants and increased re-investment in equipment at older restaurants.

General and Administrative Expenses.   G&A, as a percentage of total revenue, increased to 5.6% in Q2 2018 compared to 5.0% in Q2 2017 and decreased to 5.2% in 2018 YTD compared to 6.0% in 2017 YTD. The increase in Q2 2018 was primarily due to higher managing partner conference costs, higher incentive compensation costs and reclassifications of $1.0 million made in conjunction with the implementation of new revenue recognition accounting guidance as previously described. This increase was partially offset by the benefit of an increase in average unit volume. The decrease in 2018 YTD was primarily due to a pre-tax charge of $14.9 million ($9.2 million after-tax) related to legal fees and the settlement of a legal matter in 2017 YTD and the benefit of an increase in average unit volume. This decrease was partially offset by higher managing partner conference costs, higher incentive compensation costs, and reclassifications of $3.0 million made in conjunction with the implementation of new revenue recognition accounting guidance as previously described.

Interest Expense, Net.   Interest expense decreased to $0.3 million in Q2 2018 compared to $0.4 million in Q2 2017 and to $0.6 million in 2018 YTD compared to $0.7 million 2017 YTD, primarily driven by paying off our outstanding credit facility of $50.0 million in April 2018. As a result, we anticipate our interest expense will be lower in 2018 compared to the prior year.

Income Tax Expense. Our effective tax rate decreased to 15.6% in Q2 2018 compared to 27.9% in Q2 2017 and decreased to 14.2% in 2018 YTD compared to 27.2% in 2017 YTD primarily due to new tax legislation that was enacted in late 2017. As a result of the new tax legislation, significant tax changes were enacted including a reduction of the federal corporate tax rate from 35.0% to 21.0%. These changes were generally effective at the beginning of our 2018 fiscal year. For 2018, we expect the effective tax rate to be 14.0% to 15.0%.

Liquidity and Capital Resources

The following table presents a summary of our net cash provided by (used in) operating, investing and financing activities (in thousands):

	26 Weeks Ended	
	June 26, 2018	June 27, 2017
Net cash provided by operating activities	$ 165,107	$ 128,308
Net cash used in investing activities	(66,718)	(90,165)
Net cash used in financing activities	(94,954)	(34,579)
Net increase in cash and cash equivalents	$ 3,435	$ 3,564

Net cash provided by operating activities was $165.1 million in 2018 YTD compared to $128.3 million in 2017 YTD. This increase was primarily due to an increase in net income and deferred income taxes partially offset by a decrease in cash flows related to changes in working capital. The decrease in working capital was primarily due to decreases in income taxes payable and deferred revenue related to gift cards partially offset by an increase in cash flows from accounts receivable.

Our operations have not required significant working capital and, like many restaurant companies, we have been able to operate with negative working capital. Sales are primarily for cash, and restaurant operations do not require significant inventories or receivables. In addition, we receive trade credit for the purchase of food, beverages and supplies, thereby reducing the need for incremental working capital to support growth.

Net cash used in investing activities was $66.7 million in 2018 YTD compared to $90.2 million in 2017 YTD. The decrease was primarily due to the acquisition of four franchise restaurants in Q1 2017 for the aggregate purchase price of $16.5 million and a decrease in capital expenditures, primarily due to the timing of restaurant openings, as further noted below.

We require capital principally for the development of new company restaurants, the refurbishment of existing restaurants and the acquisition of franchise restaurants, if any. We either lease our restaurant site locations under operating leases for periods of five to 30 years (including renewal periods) or purchase the land when appropriate. As of June 26, 2018, we had developed 141 of the 476 company restaurants on land which we own.

The following table presents a summary of capital expenditures related to the development of new restaurants and the refurbishment of existing restaurants (in thousands):

	2018 YTD	2017 YTD
New company restaurants	$ 39,398	$ 51,321
Refurbishment of existing restaurants(1)	27,320	22,316
Total capital expenditures	$ 66,718	$ 73,637

(1) Includes capital expenditures related to the support center office.

Our future capital requirements will primarily depend on the number of new restaurants we open, the timing of those openings and the restaurant prototype developed in a given fiscal year. These requirements will include costs directly related to opening new restaurants and may also include costs necessary to ensure that our infrastructure is able to support a larger restaurant base. In 2018, we expect our capital expenditures to be approximately $165.0 million to $175.0 million, the majority of which will relate to planned restaurant openings, including 27 or 28 restaurant openings. These amounts exclude any cash used for franchise acquisitions. In Q1 2017, we acquired four franchise restaurants for an aggregate purchase price of $16.5 million. We intend to satisfy our capital requirements over the next 12 months with cash on hand, net cash provided by operating activities and, if needed, funds available under our amended credit facility. For 2018, we anticipate net cash provided by operating activities will exceed capital expenditures, which we plan to use to pay dividends, as approved by our Board of Directors, repurchase common stock, and/or repay borrowings under our amended credit facility.

Net cash used in financing activities was $95.0 million in 2018 YTD compared to $34.6 million in 2017 YTD. The increase is primarily due to the repayment of our revolving credit facility in Q2 2018 along with an increase in dividends paid.

On May 22, 2014, our Board of Directors approved a stock repurchase program under which we may repurchase up to $100.0 million of our common stock. This stock repurchase program has no expiration date and replaced a previous stock repurchase program which was approved on February 16, 2012. All repurchases to date under our stock repurchase program have been made through open market transactions. The timing and the amount of any repurchases will be determined by management under parameters established by the Board of Directors, based on an evaluation of our stock price, market conditions and other corporate considerations. During 2018 YTD, we made no share repurchases and had approximately $69.9 million remaining under our authorized stock repurchase program as of June 26, 2018.

On May 17, 2018, our Board of Directors authorized the payment of a cash dividend of $0.25 per share of common stock. The payment of this dividend totaling $17.9 million was distributed on June 29, 2018 to shareholders of record at the close of business on June 13, 2018. The declared dividend is included as a liability in our unaudited condensed consolidated balance sheet as of June 26, 2018.

We paid distributions of $3.2 million to equity holders of our 18 majority-owned company restaurants in 2018 YTD. In 2017 YTD, we paid distributions of $2.7 million to equity holders of 17 of our 18 majority-owned company restaurants.

On August 7, 2017 we entered into the Amended and Restated Credit Agreement (the "Amended Credit Agreement") with respect to our revolving credit facility with a syndicate of commercial lenders led by JPMorgan Chase Bank, N.A., PNC Bank, N.A., and Wells Fargo Bank, N.A. The revolving credit facility remains an unsecured, revolving credit agreement under which we may borrow up to $200.0 million with the option to increase the revolving credit facility by an additional $200.0 million subject to certain limitations. The Amended Credit Agreement extends the maturity date of our revolving credit facility until August 5, 2022.

The terms of the Amended Credit Agreement require us to pay interest on outstanding borrowings at the London Interbank Offered Rate plus a margin of 0.875% to 1.875% and to pay a commitment fee of 0.125% to 0.30% per year on any unused portion of the revolving credit facility, in each case depending on our consolidated net leverage ratio, or the Alternate Base Rate, which is the highest of the issuing banks' prime lending rate, the Federal Reserve Bank of New York rate plus 0.50% or the Adjusted Eurodollar Rate for a one month interest period on such day plus 1.0%. The weighted-average interest rate for the revolving credit facility as of June 26, 2018 and December 26, 2017 was 2.81% and 2.37%, respectively. As of June 26, 2018, we had $192.5 million of availability, net of $7.5 million of outstanding letters of credit.

The lenders' obligation to extend credit pursuant to the Amended Credit Agreement depends on us maintaining certain financial covenants, including a minimum consolidated fixed charge coverage ratio of 2.00 to 1.00 and a maximum consolidated leverage ratio of 3.00 to 1.00. The Amended Credit Agreement permits us to incur additional secured or unsecured indebtedness outside the revolving credit facility, except for the incurrence of secured indebtedness that in the aggregate is equal to or greater than $125.0 million and 20% of our consolidated tangible net worth. We were in compliance with all financial covenants as of June 26, 2018.

Contractual Obligations

The following table summarizes the amount of payments due under specified contractual obligations as of June 26, 2018 (in thousands):

	Payments Due by Period				
	Total	**Less than 1 year**	**1 - 3 Years**	**3 - 5 Years**	**More than 5 years**
Obligation under capital lease	$ 1,986	$ 10	$ 25	34	1,917
Interest on capital lease	5,421	223	500	500	4,198
Operating lease obligations	877,005	47,518	94,242	95,096	640,149
Capital obligations	153,778	153,778	—	—	—
Total contractual obligations(1)	$ 1,038,190	$ 201,529	$ 94,767	$ 95,630	$ 646,264

(1) Excluded from this amount are certain immaterial items including unrecognized tax benefits under Accounting Standards Codification 740 and the one-time transition tax on foreign earnings required under the new tax legislation.

We have no material minimum purchase commitments with our vendors that extend beyond a year. See notes 4 and 6 to the unaudited condensed consolidated financial statements for a discussion of contractual obligations.

Off-Balance Sheet Arrangements

Except for operating leases (primarily restaurant leases), we do not have any material off-balance sheet arrangements.

Guarantees

As of June 26, 2018 and December 26, 2017, we are contingently liable for $15.2 million and $15.6 million, respectively, for seven lease guarantees, listed in the table below. These amounts represent the maximum potential liability of future payments under the guarantees. In the event of default, the indemnity and default clauses in our assignment agreements govern our ability to pursue and recover damages incurred. No material liabilities have been recorded as of June 26, 2018 and December 26, 2017 as the likelihood of default was deemed to be less than probable and the fair value of the guarantees is not considered significant.

	Lease Assignment Date	Current Lease Term Expiration
Everett, Massachusetts (1)(2)	September 2002	February 2023
Longmont, Colorado (1)	October 2003	May 2019
Montgomeryville, Pennsylvania (1)	October 2004	March 2021
Fargo, North Dakota (1)(2)	February 2006	July 2021
Logan, Utah (1)	January 2009	August 2019
Irving, Texas (3)	December 2013	December 2019
Louisville, Kentucky (3)(4)	December 2013	November 2023

(1) Real estate lease agreements for restaurant locations which we entered into before granting franchise rights to those restaurants. We have subsequently assigned the leases to the franchisees, but remain contingently liable under the terms of the lease if the franchisee defaults .
(2) As discussed in note 7 to the unaudited condensed consolidated financial statements, these restaurants are owned, in whole or part, by certain officers, directors and 5% shareholders of the Company.
(3) Leases associated with non-Texas Roadhouse restaurants which were sold. The leases were assigned to the acquirer, but we remain contingently liable under the terms of the lease if the acquirer defaults.
(4) We may be released from liability after the initial contractual lease term expiration contingent upon certain conditions being met by the acquirer.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RIS K

We are exposed to market risk from changes in interest rates on variable rate debt and changes in commodity prices. Our exposure to interest rate fluctuations is limited to our outstanding bank debt. The terms of the revolving credit facility require us to pay interest on outstanding borrowings at London Interbank Offering Rate plus a margin of 0.875% to 1.875%, depending on our consolidated net leverage ratio, or the Alternate Base Rate, which is the highest of the issuing banks' prime lending rate, the Federal Reserve Bank of New York rate plus 0.50% or the Adjusted Eurodollar Rate for a one month interest period on such day plus 1.0%. As of June 26, 2018, we had no outstanding borrowings under our revolving credit facility.

In an effort to secure high quality, low cost ingredients used in the products sold in our restaurants, we employ various purchasing and pricing contract techniques. When purchasing certain types of commodities, we may be subject to prevailing market conditions resulting in unpredictable price volatility. For certain commodities, we may also enter into contracts for terms of one year or less that are either fixed price agreements or fixed volume agreements where the price is negotiated with reference to fluctuating market prices. We currently do not use financial instruments to hedge commodity prices, but we will continue to evaluate their effectiveness. Extreme and/or long term increases in commodity prices could adversely affect our future results, especially if we are unable, primarily due to competitive reasons, to increase menu prices. Additionally, if there is a time lag between the increasing commodity prices and our ability to increase menu prices or if we believe the commodity price increase to be short in duration and we choose not to pass on the cost increases, our short-term financial results could be negatively affected.

We are subject to business risk as our beef supply is highly dependent upon three vendors. If these vendors were unable to fulfill their obligations under their contracts, we may encounter supply shortages and/or higher costs to secure adequate supplies and a possible loss of sales, any of which would harm our business.

ITEM 4. CONTROLS AND PROCEDURE S

Evaluation of Disclosure Controls and Procedures

We have evaluated the effectiveness of the design and operation of our disclosure controls and procedures pursuant to, and as defined in, Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, as of the end of the period covered by this report. Based on the evaluation, performed under the supervision and with the participation of our management, including the Chief Executive Officer (the "CEO") and the Chief Financial Officer (the "CFO"), our management, including the CEO and CFO, concluded that our disclosure controls and procedures were effective as of June 26, 2018.

Changes in Internal Control

There were no changes in the Company’s internal control over financial reporting that occurred during the period covered by this report that materially affected or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II — OTHER INFORMATIO N

ITEM 1. LEGAL PROCEEDING S

Occasionally, we are a defendant in litigation arising in the ordinary course of our business, including "slip and fall" accidents, employment related claims, claims related to our service of alcohol, and claims from guests or employees alleging illness, injury or food quality, health or operational concerns. None of these types of litigation, most of which are covered by insurance, has had a material effect on us and, as of the date of this report, we are not party to any litigation that we believe could have a material adverse effect on our business.

ITEM 1A. RISK FACTOR S

Information regarding risk factors appears in our Annual Report on Form 10-K for the year ended December 26, 2017, under the heading "Special Note Regarding Forward-looking Statements" and in the Form 10-K Part I, Item 1A, Risk Factors. There have been no material changes from the risk factors previously disclosed in our Form 10-K for the year ended December 26, 2017.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEED S

On May 22, 2014, our Board of Directors approved a stock repurchase program which authorized us to repurchase up to $100.0 million of our common stock. For both the 13 and 26 weeks ended June 26, 2018, we did not repurchase any shares of common stock. As of June 26, 2018, we had approximately $69.9 million remaining under our authorized repurchase program. This stock repurchase program has no expiration date and replaced a previous stock repurchase program which was approved on February 16, 2012. All repurchases to date under our stock repurchase program have been made through open market transactions. The timing and the amount of any repurchases through this program will be determined by management under parameters established by our Board of Directors, based on an evaluation of our stock price, market conditions and other corporate considerations.

ITEM 3. DEFAULTS UPON SENIOR SECURITIE S

None.

ITEM 4. MINE SAFETY DISCLOSURE S

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1	First Amendment to Employment Agreement between Texas Roadhouse Management Corp. and Scott M. Colosi (incorporated by reference to Exhibit 10.1 to the Registrant’s Current Report on Form 8-K dated May 18, 2018 (File No. 000-50972))
10.2	Employment Agreement between Texas Roadhouse Management Corp. and Tonya Robinson entered into as of May 18, 2018
10.3	Sixth Amendment to Lease Agreement dated June 27, 2018 between Paragon Centre Holdings, LLC and Texas Roadhouse Holdings LLC
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Schema Document
101.CAL	XBRL Calculation Linkbase Document
101.DEF	XBRL Definition Linkbase Document
101.LAB	XBRL Label Linkbase Document
101.PRE	XBRL Presentation Linkbase Document

SIGNATURES

Pursuant to the requirements 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.

	TEXAS ROADHOUSE, INC.
Date: August 3, 2018	By: /s/ W. KENT TAYLOR W. Kent Taylor Chief Executive Officer (principal executive officer)
Date: August 3, 2018	By: /s/ TONYA R. ROBINSON Tonya R. Robinson Chief Financial Officer (principal financial officer) (principal accounting officer)

Exhibit 10.2

2018 EMPLOYMENT AGREEMENT
(Tonya Robinson)

THIS 2018 EMPLOYMENT AGREEMENT (this " Agreement ") is entered into as of May 18, 2018 by both parties by and between TEXAS ROADHOUSE MANAGEMENT CORP., a Kentucky corporation (the " Company "), and TONYA ROBINSON, a resident of the Commonwealth of Kentucky (" Executive ").

RECITALS

A. Executive will be employed as the Chief Financial Officer of Texas Roadhouse, Inc.

B. Executive and the Company each desire to formalize Executive's employment with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreements of the Company and Executive set forth below, the Company and Executive, intending to be legally bound, agree as follows:

1. *Effective Date.* The terms and conditions of Executive's employment hereunder shall become effective May 18, 2018 (the " Effective Date "). For purposes of this Agreement, the first year of the term of employment shall extend from May 18, 2018 through January 7, 2019.

2. *Employment.* Subject to all the terms and conditions of this Agreement, Executive's period of employment under this Agreement shall be the period commencing on the Effective Date and ending on January 7, 2021 (the " Third Anniversary Date "), which term, unless otherwise agreed to by the parties, shall be extended on the Third Anniversary Date and on each anniversary of that date thereafter, for a period of one year thereafter (which term together with any such extensions, if any, shall be hereinafter defined as the " Term "), unless Executive's employment terminates earlier in accordance with Section 9 hereof. Thereafter, if Executive continues in the employ of the Company, the employment relationship shall be at will, terminable by either Executive or the Company at any time and for any reason, with or without cause, and subject to such terms and conditions established by the Company from time to time.

3. *Position and Duties.*

(a) *Employment with the Company.* While Executive is employed by the Company during the Term, Executive shall be employed as the Chief Financial Officer of Texas Roadhouse, Inc., and such other titles as the Company may designate, and shall perform such duties and responsibilities as the Company shall assign to her from time to time, including duties and responsibilities relating to Texas Roadhouse, Inc.'s wholly-owned and partially owned subsidiaries and other affiliates.

(b) *Performance of Duties and Responsibilities.* Executive shall serve the Company faithfully and to the best of her ability and shall devote her full working time, attention and efforts to the business of the Company during her employment with the Company hereunder. While Executive is employed by the Company during the Term, Executive shall report to the President and to the Chairman, Chief Executive Officer or to such other person as designated by the Board of Directors of Texas Roadhouse, Inc. (the " Board "). Executive hereby represents and confirms that she is under no contractual or legal commitments that would prevent her from fulfilling her duties and responsibilities as set forth in this Agreement. During her employment with the Company, Executive shall not accept other employment or engage in other material business activity, except as approved in writing by the Board. Executive may participate in charitable activities and personal investment activities to a reasonable extent, and she may serve as a director of business organizations as approved by the Board, so long as such activities and directorships do not interfere with the performance of her duties and responsibilities hereunder.

4. *Compensation.*

(a) *Base Salary.* While Executive is employed by the Company during the Term, the Company shall pay to Executive a base salary at the rate of Two Hundred Seventy Five Thousand and 00/100 Dollars ($275,000.00) for the first year of the Term (prorated as of the Effective Date for the portion of the Company's fiscal year covered by this Agreement), and an amount to be determined by the Compensation Committee of the Board for the second and third year of the Term. Base salary will be subject to deductions and withholdings, and shall be paid in accordance with the Company's normal payroll policies and procedures. If Executive's employment is extended beyond the Third Anniversary Date as provided in Section 2, then on or after the Third Anniversary Date, and annually thereafter, Executive's base salary may be reviewed by the Compensation Committee of the Board to determine whether it should be adjusted.

(b) *Incentive Bonus.* Commencing on the Effective Date and for each full fiscal year thereafter that Executive is employed by the Company during the Term, Executive shall be eligible for an annual incentive bonus, to be paid annually, based upon achievement of defined goals established by the Compensation Committee of the Board and in accordance with the terms of any incentive plan of the Company in effect from time to time (the " Incentive Bonus ").

(i) The level of achievement of the objectives each fiscal year and the amount payable as Incentive Bonus shall be determined in good faith by the Compensation Committee of the Board. Any Incentive Bonus earned for a fiscal year shall be paid to Executive in a single lump sum on or before the date that is 2 ½ months following the last day of such fiscal year.

(ii) Subject to the achievement of the goals established by the Compensation Committee, as determined by the Compensation Committee, Executive shall be eligible for an annual target incentive bonus of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00) for the first year of the Term (which amount shall not be prorated), and an amount to be determined by the Compensation Committee of the Board for the second and third year of the Term. If Executive's employment is extended beyond the Third Anniversary Date as provided in Section 2, then on or after the Third Anniversary Date, and annually thereafter, Executive's annual target incentive bonus may be reviewed by the Compensation Committee of the Board to determine whether it should be adjusted.

(iii) If Executive's employment is terminated by the Company without Cause (as defined below) following a Change in Control (as defined below) and before the amount of Executive's target incentive bonus for either or both of the second and third year of the Term has been determined by the Compensation Committee, or if Executive's employment is terminated by Executive for Good Reason (as defined below) within 12 months following a Change in Control and before the amount of Executive's target incentive bonus for either or both of the second and third year of the Term has been determined by the Compensation Committee, or prior to a Change of Control at the direction of a person who has entered into an agreement with the Company, the consummation of which will constitute a Change of Control, then Executive's target incentive bonus for the second and third years of the Term shall be deemed to be Two Hundred Thousand and 00/100 Dollars ($200,000.00).

(c) *Stock Awards* .

(i) *Service Stock Award* . Pursuant to Section 6 of the Texas Roadhouse, Inc. 2013 Long Term Incentive Plan (the " Equity Incentive Plan ") in place on the Effective Date, Executive shall be granted a stock bonus award whereby Executive has the conditional right to receive upon vesting 7,000 shares of the common stock of Texas Roadhouse, Inc. (the " Service Stock Award "), provided this Agreement has been fully executed by both Executive and the Company. If this Agreement has not been fully executed by the Effective Date, the Service Stock Award shall be granted to Executive on the date it is fully executed.

The Service Stock Award shall vest on the date which is one year from the grant date, provided Executive continues to provide services to the Company.

(ii) Executive may be granted additional Service Stock Awards for the second and third years of the Term upon the recommendation of the Compensation Committee in amounts and upon terms and conditions to be established by the Compensation Committee.

If Executive's employment is extended beyond the Third Anniversary Date as provided in Section 2, then on or after the Third Anniversary Date, and annually thereafter, Executive's Service Stock Award may be reviewed by the Compensation Committee to determine whether it should be adjusted.

(iii) If Executive's employment is terminated by the Company without Cause (as defined below) following a Change in Control (as defined below) and before the end of the Term of this Agreement, or if Executive's employment is terminated by Executive for Good Reason (as defined below) within 12 months following a Change in Control and before the end of the Term, or prior to a Change of Control at the direction of a person who has entered into an agreement with the Company, the consummation of which will constitute a Change of Control, and contingent upon Executive's execution of a full release of claims in the manner set forth in Section 10(h), all options or stock awards granted under any stock option and stock incentive plans of the Company that are outstanding as of the date of termination shall become immediately vested, and in the case of stock options, shall immediately become exercisable in full and shall remain exercisable until the earlier of (A) two years after termination of Executive's employment by the Company or (B) the option expiration date as set forth in the applicable option agreement. In addition, if Executive's employment is terminated under the circumstances described in this Section 4(c)(iii) and if Executive has not been granted a Service Stock Award for either or both of the second and third years of the Term, Executive shall be issued 10,000 shares of the common stock of Texas Roadhouse, Inc. for the year or years for which a Service Stock Award was not previously granted, which shares are immediately vested on the Termination Date (as defined below).

(iv) A " Change of Control " shall mean that one of the following events has taken place at any time during the Term:

(A) The shareholders of the Company approve one of the following:

(I) Any merger or statutory plan of exchange involving the Company (" Merger ") in which the Company is not the continuing or surviving corporation or pursuant to which the Common Stock, $0.001 par value (" Common Stock ") would be converted into cash, securities or other property, other than a Merger involving the Company in which the holders of Common Stock immediately prior to the Merger have substantially the same proportionate ownership of common stock of the surviving corporation after the Merger; or

(II) Any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company or the adoption of any plan or proposal for the liquidation or dissolution;

(B) During any period of 12 months or less, individuals who at the beginning of such period constituted a majority of the Board of Directors cease for any reason to constitute a majority thereof unless the nomination or election of such new directors was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period;

(C) A tender or exchange offer, other than one made by:

(I) the Company, or by

(II) W. Kent Taylor or any corporation, limited liability company, partnership, or other entity in which W. Kent Taylor (x) owns a direct or indirect ownership of 50% or more or (y) controls 50% or more of the voting power (collectively, the " Taylor Parties ")

is made for the Common Stock (or securities convertible into Common Stock) and such offer results in a portion of those securities being purchased and the offeror after the consummation of the offer is the beneficial owner (as determined pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the " Exchange Act ")), directly or indirectly, of securities representing in excess of the greater of (a) at least 20 percent of the voting power of outstanding securities of the Company or (b) the percentage of the voting power of the outstanding securities of the Company collectively held by all of the Taylor Parties; or

(D) Any person other than a Taylor Party becomes the beneficial owner of securities representing in excess of the greater of (i) 20 percent of the aggregate voting power of the outstanding securities of the Company as disclosed in a report on Schedule 13D of the Exchange Act or (ii) the percentage of the voting power of the outstanding securities of the Company collectively held by all of the Taylor Parties.

Notwithstanding anything in the foregoing to the contrary, no Change of Control shall be deemed to have occurred for purposes of this Agreement by virtue of any transaction which results in Executive, or a group of persons which includes Executive, acquiring, directly or indirectly, securities representing 20 percent or more of the voting power of outstanding securities of the Company.

For purposes of this Section 4(c)(iv), the term "Company" shall mean Texas Roadhouse, Inc.

(v) A termination by Executive for "Good Reason" shall mean a termination based on:

(A) the assignment to Executive of a different title or job responsibilities that result in a substantial decrease in the level of responsibility from those in effect immediately prior to the Change of Control;

(B) a reduction by the Company or the surviving company in Executive's base pay as in effect immediately prior to the Change of Control;

(C) a significant reduction by the Company or the surviving company in total benefits available to Executive under cash incentive, stock incentive and other employee benefit plans after the Change of Control compared to the total package of such benefits as in effect prior to the Change of Control;

(D) the requirement by the Company or the surviving company that Executive be based more than 50 miles from where Executive's office is located immediately prior to the Change of Control, except for required travel on company business to an extent substantially consistent with the business travel obligations which Executive undertook on behalf of the Company prior to the Change of Control; or

(E) the failure by the Company to obtain from any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company (" Successor ") the assent to this Agreement contemplated by Section 13(g) hereof;

which is not cured within 30 days after Executive has delivered written notice of such condition to the Employer. In each case, Executive must give the Company notice of the condition within 90 days of the initial existence of the condition, and the separation from service must occur within a period of time not to exceed two years (or such shorter period as provided herein) following the initial existence of one or more of the conditions set forth above, or any termination will not be considered to be for Good Reason.

(d) *Benefits.* While Executive is employed by the Company during the Term, Executive shall be entitled to participate in all employee benefit plans and programs of the Company that are available to employees generally to the extent that Executive meets the eligibility requirements for each individual plan or program. The Company provides no assurance as to the adoption or continuance of any particular employee benefit plan or program, and Executive's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(e) *Expenses.* While Executive is employed by the Company during the Term, the Company shall reimburse Executive for all reasonable and necessary out-of-pocket business, travel and entertainment expenses incurred by her in the performance of her duties and responsibilities hereunder, subject to the Company's normal policies and procedures for expense verification and documentation. Any reimbursements made under this Section 4(e) will be paid on or before the last day of Executive's taxable year following the taxable year in which the expense is incurred.

(f) *Vacations and Holidays* . Executive shall be entitled to be absent from her duties for the Company by reason of vacation each fiscal year in accordance with the Company's then-current policies in effect during the term. Executive's vacation time each fiscal year will accrue in accordance with the Company's normal policies and procedures. Executive shall coordinate her vacation schedule with the Company so as not to impose an undue burden on the Company. In addition, Executive shall be entitled to such national and religious holidays as the Company shall approve for all of its employees from time to time.

(g) *Clawback Provisions.* Notwithstanding any other provision in this Agreement to the contrary, any incentive based compensation, or any other compensation, paid or payable to Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation, order or stock exchange listing requirement, will be subject to such deductions and clawback (recovery) as may be required to be made pursuant to law, government regulation, order, stock exchange listing requirement (or any policy of the Company adopted pursuant to any such law, government, regulation, order or stock exchange listing requirement). Executive specifically authorizes the Company to withhold from her future wages any amounts that may become due under this provision. Notwithstanding the foregoing, Executive's authorization to withhold amounts from future wages that may become due under this provision does not apply and is specifically rescinded in the event of a Change in Control. This section 4(g) shall survive the termination of this Agreement for a period of three (3) years.

5. *Affiliated Entities.* As used in this Agreement, "Company" shall include the Company, Texas Roadhouse, Inc. and each corporation, limited liability company, partnership, or other entity that is controlled by Texas Roadhouse, Inc., or is under common control with the Texas Roadhouse, Inc. (in each case "control" meaning the direct or indirect ownership of 50% or more of all outstanding equity interests).

6. *Confidential Information; Non-Disparagement.*

(a) Except as required in the performance of Executive's duties as an employee of the Company or as authorized in writing by the Board, Executive shall not, either during Executive's employment with the Company or at any time thereafter, use, disclose or make accessible to any person any confidential information for any purpose. "Confidential Information" means information proprietary to the Company or its suppliers or prospective suppliers and not generally known (including trade secret information) about the Company's suppliers, products, services, personnel, customers, recipes, pricing, sales strategies, technology, computer software code, methods, processes, designs, research, development systems, techniques, finances, accounting, purchasing, and plans. All information disclosed to Executive or to which Executive obtains access, whether originated by Executive or by others, during the period of Executive's employment by the Company (whether before, during, or after the Term), shall be presumed to be Confidential Information if it is treated by the Company as being Confidential Information or if Executive has a reasonable basis to believe it to be Confidential Information. Executive acknowledges that the above-described knowledge and information constitutes a unique and valuable asset of the Company and represents a substantial investment of time and expense by the Company, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company would be wrongful and would cause irreparable harm to the Company. During Executive's employment with the Company, Executive shall refrain from committing any acts that would materially reduce the value of such knowledge or information to the Company. The foregoing obligations of confidentiality shall not apply to any knowledge or information that (i) is now or subsequently becomes generally publicly known, or (ii) is required to be disclosed by law or legal process, other than as a direct or indirect result of the breach of this Agreement by Executive. Executive acknowledges that the obligations imposed by this Section 6 are in addition to, and not in place of, any obligations imposed by applicable statutory or common law, and that nothing in this Section 6 prohibits Executive from reporting violations of the law to a governmental agency or entity.

(b) Executive shall not at any time during the Term and during the Restricted Period (as defined below), or after the Term disparage the Company, any of its affiliates and any of their respective officers and directors, and shall not, without the prior written consent of the Company, disclose any information she may have learned during employment with the Company, including, but not limited to, any personal or financial information about an officer or director or his or her family member(s).

7. *Noncompetition Covenant.*

(a) *Agreement Not to Compete.* During Executive's employment with the Company (whether before, during, or after the Term) and during the Restricted Period, Executive shall not, directly or indirectly, on her own behalf or on behalf of any person or entity other than the Company, including without limitation as a proprietor, principal, agent, partner, officer, director, stockholder, employee, member of any association, consultant or otherwise, engage in any business that is directly competitive with the business of the Company, including without limitation any business that operates one or more full-service, casual dining steakhouse restaurants, within the 50 United States or any foreign country in which the Company or its franchisees or its joint venture partners is operating or in which Executive knows the Company or its franchisees or its joint venture partners contemplates commencing operations during the Restricted Period. The provisions of this Section 7(a) shall also apply to any business which is directly competitive with any other business which the Company acquires or develops during Executive's employment with the Company.

(b) *Agreement Not to Hire.* Except as required in the performance of Executive's duties as an employee of the Company, during Executive's employment with the Company (whether before, during, or after the Term) and during the Restricted Period, Executive shall not, directly or indirectly, hire, engage or solicit or induce or attempt to induce to cease working for the Company, any person who is then an employee of the Company or who was an employee of the Company during the six (6) month period immediately preceding Executive's termination of employment with the Company.

(c) *Agreement Not to Solicit.* Except as required in the performance of Executive's duties as an employee of the Company, during Executive's employment with the Company (whether before, during, or after the Term) and during the Restricted Period, Executive shall not, directly or indirectly, solicit, request, advise, induce or attempt to induce any vendor, supplier or other business contact of the Company to cancel, curtail, cease doing business with, or otherwise adversely change its relationship with the Company.

(d) *Restricted Period.* " Restricted Period " hereunder means the period commencing on the last day of Executive's employment with the Company and ending on the date that is two years following the last day of the Term.

(i) In the event Executive's employment is terminated by the Company without Cause following a Change in Control as defined in this Agreement, and before the end of the Term of this Agreement, the Restricted Period will begin on the last day of Executive's employment with the Company and end on the date the last payment of the current base salary is made to Executive pursuant to paragraph 10(c).

(e) *Acknowledgment.* Executive hereby acknowledges that the provisions of this Section 7 are reasonable and necessary to protect the legitimate interests of the Company and that any violation of this Section 7 by Executive shall cause substantial and irreparable harm to the Company to such an extent that monetary damages alone would be an inadequate remedy therefor. Therefore, in the event that Executive violates any provision of this Section 7, the Company shall be entitled to an injunction, in addition to all the other remedies it may have, restraining Executive from violating or continuing to violate such provision.

(f) *Blue Pencil Doctrine.* If the duration of, the scope of or any business activity covered by any provision of this Section 7 is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. Executive hereby acknowledges that this Section 7 shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

(g) *Permitted Equity Ownership.* Ownership by Executive, as a passive investment, of less than 2.5% of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 7.

8. *Intellectual Property.*

(a) *Disclosure and Assignment.* As of the Effective Date, Executive hereby transfers and assigns to the Company (or its designee) all right, title, and interest of Executive in and to every idea, concept, invention, and improvement (whether patented, patentable or not) conceived or reduced to practice by Executive whether solely or in collaboration with others while she is employed by the Company, and all copyrighted or copyrightable matter created by Executive whether solely or in collaboration with others while she is employed by the Company that relates to the Company's business (collectively, " Creations "). Executive shall communicate promptly and disclose to the Company, in such form as the Company may request, all information, details, and data pertaining to each Creation. Every copyrightable Creation, regardless of whether copyright protection is sought or preserved by the Company, shall be a "work made for hire" as defined in 17 U.S.C. § 101, and the Company shall own all rights in and to such matter throughout the world, without the payment of any royalty or other consideration to Executive or anyone claiming through Executive.

(b) *Trademarks.* All right, title, and interest in and to any and all trademarks, trade names, service marks, and logos adopted, used, or considered for use by the Company during Executive's employment (whether or not developed by Executive) to identify the Company's business or other goods or services (collectively, the " Marks "), together with the goodwill appurtenant thereto, and all other materials, ideas, or other property conceived, created, developed, adopted, or improved by Executive solely or jointly during Executive's employment by the Company and relating to its business shall be owned exclusively by the Company. Executive shall not have, and will not claim to have, any right, title, or interest of any kind in or to the Marks or such other property.

(c) *Documentation.* Executive shall execute and deliver to the Company such formal transfers and assignments and such other documents as the Company may request to permit the Company (or its designee) to file and prosecute such registration applications and other documents it deems useful to protect or enforce its rights hereunder. Any idea, invention, copyrightable matter, or other property relating to the Company's business and disclosed by Executive prior to the first anniversary of the effective date of Executive's termination of employment shall be deemed to be governed by the terms of this Section 8 unless proven by Executive to have been first conceived and made after such termination date.

(d) *Non-Applicability.* Executive is hereby notified that this Section 8 does not apply to any invention for which no equipment, supplies, facility, Confidential Information, or other trade secret information of the Company was used and which was developed entirely on Executive's own time, unless (i) the invention relates (A) directly to the business of the Company or (B) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Executive for the Company.

9. *Termination of Employment.*

(a) Executive's employment with the Company shall terminate immediately upon:

(i) Executive's receipt of written notice from the Company of the termination of her employment;

(ii) the Company's receipt of Executive's written or oral resignation from the Company;

(iii) Executive's Disability (as defined below); or

(iv) Executive's death.

(b) The date upon which Executive's termination of employment with the Company occurs shall be the " Termination Date ."

Provided that, for purposes of the timing of payments triggered by the Termination Date under Section 10, the Termination Date shall not be considered to have occurred until the date Executive and the Company reasonably anticipate that (i) Executive will not perform any further services for the Company or any other entity considered a single employer with the Company under Section 414(b) or (c) of the Internal Revenue Code (but substituting 50% for 80% in the application thereof) (the " Employer Group "), or (ii) the level of bona fide services Executive will perform for the Employer Group after that date will permanently decrease to less than 20% of the average level of bona fide services performed over the previous 36 months (or if shorter over the duration of service). For this purpose, service performed as an employee or as an independent contractor is counted, except that service as a member of the board of directors of an Employer Group entity is not counted unless termination benefits under this Employment Agreement are aggregated with benefits under any other Employer Group plan or agreement in which Executive also participates as a director. Executive will not be treated as having a termination of her employment while she is on military leave, sick leave or other bona fide leave of absence if the leave does not exceed six months or, if longer, the period during which Executive has a reemployment right under statute or contract. If a bona fide leave of absence extends beyond six months, Executive's employment will be considered to terminate on the first day after the end of such six month period, or on the day after Executive's statutory or contractual reemployment right lapses, if later. The Company will determine when Executive's Termination Date occurs based on all relevant facts and circumstances, in accordance with Treasury Regulation Section 1.409A-1(h).

10. *Payments upon Termination of Employment.*

(a) If Executive's employment with the Company is terminated by reason of:

(i) Executive's abandonment of her employment or Executive's resignation for any reason (whether or not such resignation is set forth in writing or otherwise communicated to the Company);

(ii) termination of Executive's employment by the Company for Cause (as defined below); or

(iii) termination of Executive's employment by the Company without Cause following expiration of the Term;

the Company shall pay to Executive her then-current base salary through the Termination Date.

(b) Except in the case of a Change in Control, which is governed by Section 10(c) below, if Executive's employment with the Company is terminated by the Company pursuant to Section 9(a)(i) effective prior to the expiration of the Term for any reason other than for Cause (as defined below), then the Company shall pay to Executive, subject to Section 10(h) of this Agreement:

(i) her then-current base salary through the Termination Date;

(ii) any earned and unpaid annual Incentive Bonus for the fiscal year immediately preceding the Termination Date and any annual Incentive Bonus earned on a prorated basis through the Termination Date, payable after the actual amount of Incentive Bonus is calculated but not later than the date that is 2 ½ months following the last day of the applicable fiscal year;

(iii) the amount of her then current base salary that Executive would have received from the Termination Date through the date that is 180 days following such Termination Date; and

(iv) $60,000.00 with respect to the first year of the Term; and, $100,000.00 with respect to the second and third years of the Term.

Any amount payable to Executive pursuant to Section 10(b)(iii) shall be subject to deductions and withholdings and shall be paid to Executive by the Company in the same periodic installments in accordance with the Company's regular payroll practices commencing on the first normal payroll date of the Company following the expiration of all applicable rescission periods provided by law; provided, however, that at the option of the Compensation Committee and if in compliance with Code Section 409A, amounts payable pursuant to Section 10(b)(iii) may be paid in a lump sum. Any amount payable to Executive pursuant to Section 10(b)(ii) shall be paid to Executive by the Company in the same manner and at the same time that Incentive Bonus payments are made to current named executive officers of Texas Roadhouse, Inc., as that term is applied by Texas Roadhouse, Inc. in accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the "Named Executive Officers"), but no earlier than the first normal payroll date of the Company following the expiration of all applicable rescission periods provided by law. Any amount payable to Executive pursuant to Section 10(b)(iv) shall be paid in a lump sum.

(c) If Executive's employment is terminated by the Company without Cause following a Change in Control as defined in this Agreement and before the end of the Term of this Agreement, or if Executive's employment is terminated by Executive for Good Reason following a Change in Control and before the end of the Term, then the Company shall pay to Executive, subject to Executive's compliance with Section 10(h) of this Agreement, an amount equal to her then current base salary and incentive bonus through the end of Term of the Agreement, paid in the same periodic installments in accordance with the Company's regular payroll practices, but in no event will the Company pay Executive less than one year of her current base salary and incentive bonus. At the option of the Compensation Committee and if in compliance with Code Section 409A, amounts payable pursuant to Section 10(c) may be paid in a lump sum.

(d) If Executive's employment with the Company is terminated effective prior to the expiration of the Term by reason of Executive's death or Disability, the Company shall pay to Executive or her beneficiary or her estate, as the case may be;

(i) her then-current base salary through the Termination Date;

(ii) any earned and unpaid annual Incentive Bonus for the fiscal year immediately preceding the Termination Date and any annual Incentive Bonus earned on a prorated basis through the Termination Date, payable after the actual amount of Incentive Bonus is calculated but not later than the date that is 2 ½ months following the last day of the applicable fiscal year;

(iii) the amount of her then current base salary that Executive would have received from the Termination Date through the date that is 180 days following such Termination Date; and

(iv) $60,000.00 with respect to the first year of the Term; and, $100,000.00 with respect to the second and third years of the Term.

Any amount payable to Executive pursuant to Section 10(d)(iii) shall be subject to deductions and withholdings and shall be paid to Executive or her estate or beneficiary by the Company in the same periodic installments in accordance with the Company's regular payroll practices commencing on the first normal payroll date of the Company following the expiration of all applicable rescission periods provided by law; provided, however, that at the option of the Compensation Committee and if in compliance with Code Section 409A, amounts payable pursuant to Section 10(d)(iii) may be paid in a lump sum. Any amount payable to Executive or her estate or beneficiary pursuant to Section 10(d)(ii) shall be paid to Executive or her estate or beneficiary by the Company in the same manner and at the same time that Incentive Bonus payments are made to current Named Executive Officers, but no earlier than the first normal payroll date of the Company following the expiration of all applicable rescission periods provided by law. Any amount payable to

Executive or her estate or beneficiary pursuant to Section 10(d)(iv) shall be paid in a lump sum.

(e) "Cause" hereunder shall mean:

(i) an act or acts of dishonesty undertaken by Executive and intended to result in substantial gain or personal enrichment of Executive at the expense of the Company;

(ii) unlawful conduct or gross misconduct that is willful and deliberate on Executive's part and that, in either event, is materially injurious to the Company;

(iii) the conviction of Executive of a felony;

(iv) material and deliberate failure of Executive to perform her duties and responsibilities hereunder or to satisfy her obligations as an officer or employee of the Company, which failure has not been cured by Executive within ten days after written notice thereof to Executive from the Company; or

(v) material breach of any terms and conditions of this Agreement by Executive not caused by the Company, which breach has not been cured by Executive within ten days after written notice thereof to Executive from the Company.

(f) "Disability" hereunder shall mean the inability of Executive to perform on a full-time basis the duties and responsibilities of her employment with the Company by reason of her illness or other physical or mental impairment or condition, if such inability continues for an uninterrupted period of 45 days or more during any 360-day period. A period of inability shall be "uninterrupted" unless and until Executive returns to full-time work for a continuous period of at least 30 days.

(g) In the event of termination of Executive's employment, the sole obligation of the Company hereunder shall be its obligation to make the payments called for by Sections 10(a), 10(b), 10(c) or 10(d) hereof, as the case may be, and the Company shall have no other obligation to Executive or to her beneficiary or her estate, except as otherwise provided by law.

(h) Notwithstanding any other provision hereof, the Company shall not be obligated to make any payments under Section 10(b)(ii), (iii) or (iv) or 10(c) of this Agreement unless Executive has signed a full release of claims against the Company, in a form and scope to be prescribed by the Board, all applicable consideration periods and rescission periods provided by law shall have expired, and Executive is in strict compliance with the terms of this Agreement as of the dates of the payments. Executive must execute and deliver such release to the Company no later than the date specified by the Company and in no event later than 50 days following Executive's Termination Date, and the release will be delivered by the Company to Executive at least 21 days (45 days where Executive is required to be given 45 days to review and consider the release) before the deadline set for its return. For purposes of this Agreement and the determination of the date on which payments or benefits will commence, the applicable rescission period of a release shall be deemed to expire on the 60 th day following Executive's termination of employment unless payment may be made based on an earlier rescission expiration date in compliance with Code Section 409A.

11. *Return of Property.* Upon termination of Executive's employment with the Company, Executive shall deliver promptly to the Company all records, files, manuals, books, forms, documents, letters, memoranda, data, customer lists, tables, photographs, video tapes, audio tapes, computer disks and other computer storage media, and copies thereof, that are the property of the Company, or that relate in any way to the business, products, services, personnel, customers, prospective customers, suppliers, practices, or techniques of the Company, and all other property of the Company (such as, for example, computers, pagers, credit cards, and keys), whether or not containing Confidential Information, that are in Executive's possession or under Executive's control.

12. *Remedies.* Executive acknowledges that it would be difficult to fully compensate the Company for monetary damages resulting from any breach by her of the provisions of Sections 6, 7, 8, and 11 hereof. Accordingly, in the event of any actual or threatened breach of any such provisions, the Company shall, in addition to any other remedies it may have, be entitled to injunctive and other equitable relief to enforce such provisions, and such relief may be granted without the necessity of proving actual monetary damages.

13. *Miscellaneous.*

(a) *Governing Law.* This Agreement shall be governed by, subject to, and construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of law principles. Any action relating to this Agreement shall only be brought in a court of competent jurisdiction in the Commonwealth of Kentucky, and the parties consent to the jurisdiction, venue and convenience of such courts.

(b) *Jurisdiction and Law.* Executive and the Company consent to jurisdiction of the courts of the Commonwealth of Kentucky and/or the federal district courts, Western District of Kentucky, for the purpose of resolving all issues of law, equity, or fact, arising out of or in connection with this Agreement. Any action involving claims of a breach of this Agreement shall be brought in such courts. Each party consents to personal jurisdiction over such party in the state and/or federal courts of Kentucky and hereby waives any defense of lack of personal jurisdiction or *forum non conveniens* . Venue, for the purpose of all such suits, shall be in Jefferson County, Commonwealth of Kentucky.

(c) *Entire Agreement.* Except for any written stock option or stock award agreement and related agreements between Executive and the Company, this Agreement contains the entire agreement of the parties relating to Executive's employment with the Company and supersedes all prior agreements and understandings with respect to such subject matter, including without limitation the Existing Employment Agreement, and the parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement that are not set forth herein.

(d) *No Violation of Other Agreements.* Executive hereby represents and agrees that neither (i) Executive's entering into this Agreement, (ii) Executive's employment with the Company, nor (iii) Executive's carrying out the provisions of this Agreement, will violate any other agreement (oral, written or other) to which Executive is a party or by which Executive is bound.

(e) *Amendments.* No amendment or modification of this Agreement shall be deemed effective unless made in writing and signed by the parties hereto.

(f) *No Waiver.* No term or condition of this Agreement shall be deemed to have been waived, except by a statement in writing signed by the party against whom enforcement of the waiver is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

(g) *Assignment.* This Agreement shall not be assignable, in whole or in part, by either party without the prior written consent of the other party, except that the Company may, without the consent of Executive, assign its rights and obligations under this Agreement (i) to any entity with which the Company may merge or consolidate, or (ii) to any corporation or other person or business entity to which the Company may sell or transfer all or substantially all of its assets. Upon Executive's written request, the Company will seek to have any Successor by agreement assent to the fulfillment by the Company of its obligations under this Agreement. After any assignment by the Company pursuant to this Section 13(g), the Company shall be discharged from all further liability hereunder and such assignee shall thereafter be deemed to be the "Company" for purposes of all terms and conditions of this Agreement, including this Section 13.

(h) *Counterparts.* This Agreement may be executed in any number of counterparts, and such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

(i) *Severability.* Subject to Section 7(f) hereof, to the extent that any portion of any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.

(j) *Survival.* The terms and conditions set forth in Sections 4(g), 5, 6, 7, 8, 9, 10, 11, 12, and 13 of this Agreement, and any other provision that continues by its terms, shall survive expiration of the Term or termination of Executive's employment for any reason.

(k) *Captions and Headings*. The captions and paragraph headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.

(l) *Notices* . Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class certified or registered mail, postage prepaid, if to the Company, at the Company's principal place of business, and if to Executive, at her home address most recently filed with the Company, or to such other address or addresses as either party shall have designated in writing to the other party hereto.

(m) *Six Month Delay* . Notwithstanding anything herein to the contrary, if Executive is a “specified employee” within the meaning of Treasury Regulation Section 1.409A-1(i) (or any successor thereto) on her Termination Date, any payments hereunder that are triggered by termination of employment and which are not exempt as separation pay under Treasury Regulation Section 1.409A-1(b)(9) or as short-term deferral pay, shall not begin to be paid until six months after her Termination Date, and at that time, Executive will receive in one lump sum payment of all the payments that would have otherwise been paid to Executive during the first six months following Executive's Termination Date. The Company shall determine, consistent with any guidance issued under Code Section 409A, the portion of payments that are required to be delayed, if any.

(n) *409A Compliance* . Executive and the Company agree and confirm that this Employment Agreement is intended by both parties to provide for compensation that is exempt from Code Section 409A as separation pay (up to the Code Section 409A limit) or as a short-term deferral, and to be compliant with Code Section 409A with respect to additional severance compensation and bonus compensation. This Agreement shall be interpreted, construed, and administered in accordance with this agreed intent, provided that the Company does not promise or warrant any tax treatment of compensation hereunder. Executive is responsible for obtaining advice regarding all questions to federal, state, or local income, estate, payroll, or other tax consequences arising from participation herein. This Agreement shall not be amended or terminated in a manner that would accelerate or delay payment of severance pay or bonus pay except as permitted under Treasury Regulations under Code Section 409A.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Executive and the Company have executed this Agreement on this 11th day of June, 2018.

TEXAS ROADHOUSE MANAGEMENT CORP.

By: /s/ Celia Catlett
Printed Name: Celia Catlett
Title: General Counsel

TONYA ROBINSON

/s/ Tonya Robinson

Exhibit 10.3

SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment to Lease Agreement (this " Sixth Amendment ") is made and entered into as of the 27th day of June, 2018, by and between **PARAGON CENTRE HOLDINGS, LLC,** a Kentucky limited liability company (" Landlord "), and **TEXAS ROADHOUSE HOLDINGS LLC,** a Kentucky limited liability company (" Tenant ").

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 11, 2012, as amended by that certain First Amendment to Lease dated January 10, 2013, as further amended by that certain Second Amendment to Lease dated February 11, 2015, as further amended by that certain Third Amendment to Lease dated January 25, 2016, as further amended by that certain Fourth Amendment to Lease Agreement (the " Fourth Amendment ") dated January 13, 2017, and as further amended by that certain Fifth Amendment to Lease Agreement dated November 2, 2018 (collectively, the " Lease) for the lease of Suites 140, 150, 200, 250, 300, 305, 320, 410, 420 and 430 collectively containing approximately 38,423 square feet of rentable space (the " Existing Premises ") within that certain building commonly known as One Paragon Centre (the " Building ");

WHEREAS, subject to the terms and conditions of this Sixth Amendment, Tenant desires to lease additional space known as Suite 400 containing approximately 5,894 square feet of rental space within the Building (the " Suite 400 Expansion Premises "); and

WHEREAS, Landlord and Tenant desire to amend certain terms and conditions of the Lease and evidence their agreements and other matters by means of this Sixth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties hereby agree as follows:

1. Expansion . Subject to the terms and conditions of this Sixth Amendment, commencing retroactively as of May 1, 2018 and continuing thereafter for the duration of the Term of the Lease (as the same may be extended), (i) Landlord agrees to lease and Tenant agrees to accept in its "AS IS WHERE IS" condition, the Suite 400 Expansion Premises; (ii) Paragraph 2.1 of the Lease shall be amended to include the Suite 400 Expansion Premises and the total rentable square footage of the Existing Premises, as expanded by the Suite 400 Expansion Premises, shall be approximately 44,317 square feet; (iii) the Premises under the Lease shall mean the Existing Premises, as expanded by the Suite 400 Expansion Premises; (iv) the Term for the Suite 400 Expansion Premises shall be coterminous with the remainder of the Existing Premises (including the existing one (1) five (5) year renewal option set forth in Section 5 of the Fourth Amendment); (v) Paragraph 3.1 of the Lease is hereby

amended to state that Tenant's obligation to pay Base Rent and Tenant's Prorata Share of Operating Expenses for the Suite 400 Expansion Premises commences retroactively as of May 1, 2018; (vi) Paragraph 3.2 of the Lease is hereby amended to state that Tenant's obligation to pay Tenant's Prorata Share of Operating Expenses for the Suite 400 Expansion Premises commences retroactively as of May 1, 2018; (vii) Article I and Paragraph 3.2 of the Lease are hereby amended to provide that the “Base Year” for purposes of the Suite 400 Expansion Premises and Tenant's Prorata Share of Operating Expenses for the Suite 400 Expansion Premises shall be calendar year 2011; and (viii) in the event Tenant elects to exercise its renewal option granted under the Lease in accordance with the terms and conditions of Section 5 of the Fourth Amendment, then Base Rent for the Suite 400 Expansion Premises shall increase annually by two percent (2%).

2. Base Rent.

(a) Notwithstanding anything to the contrary contained in the Lease, commencing retroactively as of May 1, 2018 and continuing thereafter for the duration of the Term (as the same may be extended), Tenant covenants and agrees to pay to Landlord, without notice or demand, on the first (1st) day of each month in advance, Base Rent for the Suite 400 Expansion Premises in accordance with the following schedule:

Period	**Per Sq. Ft.**	**Annual Base Rent**
5/1/18 – 8/28/18	$ 19.99	$ 117,821.06 *
8/29/18 – 12/31/18	$ 21.74	$ 128,135.56 *
1/1/19 – 12/31/19	$ 22.17	$ 130,669.98
1/1/20 – 12/31/20	$ 22.61	$ 133,263.34
1/1/21 – 12/31/21	$ 23.06	$ 135,915.64
1/1/22 – 12/31/22	$ 23.52	$ 138,626.88
1/1/23 – 12/31/23	$ 23.99	$ 141,397.06
1/1/24 – 12/31/24	$ 24.47	$ 144,226.18
1/1/25 – 12/31/25	$ 24.96	$ 147,114.24

***annualized**

(b) Notwithstanding the foregoing, except as otherwise expressly set forth herein, all other rent due and payable to Landlord from Tenant, including, without limitation, Base Rent for the Existing Premises (i.e., Suites 140, 150, 200, 250, 300, 305, 320, 410, 420 and 430) and Tenant’s Prorata Share of Operating Expenses for the Existing Premises and the Suite 400 Expansion Premises shall be paid in accordance with the terms and conditions of the Lease, as amended by this Sixth Amendment.

3. Parking. Landlord and Tenant agree that effective retroactively as of May 1, 2018, Section 11.13 of the Lease shall be amended to state that Tenant’s occupancy of the Existing Premises, as expanded by the Suite 400 Expansion Premises, shall include the use of up to one hundred seventy-seven (177) parking spaces (based on a ratio of 4.0 parking spaces per 1,000 rentable

square feet) which shall be used in common with other tenants, invitees and visitors of the Building.

4. Miscellaneous .

(a) All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

(b) This Sixth Amendment shall not be valid and binding on Landlord and Tenant unless and until it has been completely executed by and delivered to both parties.

(c) **EXCEPT AS** expressly amended and modified hereby, the Lease shall otherwise remain in full force and effect according to its terms and shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns; the parties hereto hereby ratifying and confirming the same. To the extent of any inconsistency between the Lease and this Sixth Amendment, the terms of this Sixth Amendment shall control as to the subject matter covered herein.

(d) This Sixth Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Sixth Amendment shall be binding on the parties when executed and delivered by the parties to one another by facsimile and/or other electronic transmission.

—Signatures Appear on Following Page—

IN WITNESS WHEREOF, the undersigned parties have duly executed this Sixth Amendment as of the date and year first above written.

LANDLORD:

PARAGON CENTRE HOLDINGS, LLC,
a Kentucky limited liability company

By: /s/ David W. Nicklies
David W. Nicklies, Manager

TENANT:

TEXAS ROADHOUSE HOLDINGS LLC,
a Kentucky limited liability company

By: Texas Roadhouse, Inc., a Delaware corporation, its Manager

By: /s/ Tonya Robinson
Tonya Robinson, CFO

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF SARBANES-OXLEY ACT**

I, W. Kent Taylor, certify that:

1. I have reviewed this report on Form 10-Q of Texas Roadhouse, 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 an 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.

Date: August 3, 2018

By: /s/ W. KENT TAYLOR

W. Kent Taylor
Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF SARBANES-OXLEY ACT**

I, Tonya R. Robinson, certify that:

1. I have reviewed this report on Form 10-Q of Texas Roadhouse, 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 an 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.

Date: August 3, 2018

By: /s/ TONYA R. ROBINSON

Tonya R. Robinson
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350

I, W. Kent Taylor, Chief Executive Officer of Texas Roadhouse, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

(1) The Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 26, 2018 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, 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.

Date: August 3, 2018

By: /s/ W. KENT TAYLOR

W. Kent Taylor
Chief Executive Officer

Exhibit 32.2

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

I, Tonya R. Robinson, Chief Financial Officer of Texas Roadhouse, Inc. (the “Company”), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

(1) The Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 26, 2018 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d), as applicable, 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.

Date: August 3, 2018

By: /s/ TONYA R. ROBINSON

Tonya R. Robinson
Chief Financial Officer