

**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 March 26, 2026

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 001-38070

Floor & Decor Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

27-3730271

(I.R.S. Employer Identification No.)

2500 Windy Ridge Parkway SE

Atlanta, Georgia

(Address of principal executive offices)

30339

(Zip Code)

(404) 471-1634

(Registrant's telephone number, including area code)

Not Applicable

(Former name, former address and former fiscal year,
if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.001 par value per share	FND	New York Stock Exchange

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit 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.

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-Accelerated Filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>
		Emerging Growth Company	<input type="checkbox"/>

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at April 27, 2026
Class A common stock, \$0.001 par value per share	108,094,150

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Forward-Looking Statements

The discussion in this Form 10-Q for the quarterly period ended March 26, 2026 (the “Quarterly Report”), including under Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of Part I and Item 1A, “Risk Factors” of Part II, contains forward-looking statements within the meaning of the federal securities laws. All statements other than statements of historical fact contained in this Quarterly Report, including statements regarding our future operating results and financial position, business strategy and plans, and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “could,” “seeks,” “intends,” “targets,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “budget,” “potential,” or “continue” or the negative of these terms or other similar expressions.

The forward-looking statements contained in this Quarterly Report are based on our current expectations, assumptions, estimates, and projections regarding the Company’s business, the economy, and other future conditions. These statements involve known and unknown risks, uncertainties, and other important factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements.

Although we believe that the expectations reflected in the forward-looking statements in this Quarterly Report are reasonable, we cannot guarantee future events, results, performance, or achievements. A number of important factors could cause actual results to differ materially from those indicated by the forward-looking statements in this Quarterly Report, including, without limitation, those factors described in Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of Part I of this Quarterly Report, Item 1A, “Risk Factors” of Part II of this Quarterly Report, and elsewhere in the Company’s filings with the Securities and Exchange Commission (the “SEC”). Some of the key factors that could cause actual results to differ from our expectations include the following:

- macroeconomic headwinds, including high interest rates and weak home sales;
- our failure to successfully manage new store growth or higher than expected costs;
- our ability to manage our comparable store sales;
- our inability to lease or acquire new store locations on acceptable terms, renew or replace our current store leases, or make payments under our leases;
- our failure to maintain and enhance our brand image and awareness;
- our failure to successfully anticipate and manage trends, consumer preferences, and demand;
- our inability to successfully manage increased competition;
- adverse changes in global trade policies, tariffs, or import enforcement actions, any of which could impact our ability to import from foreign suppliers, raise our costs, or disrupt our supply chain;
- our inability to manage our inventory, including the impact of inventory obsolescence, shrink, and damage;
- any disruption in our distribution capabilities, supply chain, and our related planning and control processes, including carrier capacity constraints, blocked trade lanes, port congestion, strike, or shut down, and other supply chain costs or product shortages;
- any increases in wholesale prices of products, materials, and transportation costs beyond our control, including increases in costs due to inflation or tariffs;
- the resignation, incapacitation, or death of any key personnel, including our executive officers;
- our inability to attract, hire, train, and retain highly qualified managers and staff;
- the impact of any labor activities;
- our dependence on foreign imports for the products we sell, including risks associated with obtaining products from abroad;
- any failure by any of our suppliers to supply us with quality products on attractive terms and prices or to adhere to the quality standards that we set for our products;
- our inability to locate sufficient suitable natural products;
- the effects of weather conditions, natural disasters, or other unexpected events, including public health crises, that may disrupt our operations;

- personal injury, product liability and warranty claims and related governmental investigations;
- any allegations, investigations, lawsuits, or violations of laws and regulations applicable to us, our products, or our suppliers;
- our inability to adequately protect the privacy and security of information related to our customers, us, our associates, our suppliers, and other third parties;
- any material disruption in our information systems, including our website;
- our inability to maintain sufficient levels of cash flow or liquidity to fund our expanding business and service our existing indebtedness;
- new or changing laws or regulations, including tax laws and trade policies and regulations;
- payments-related risks;
- any failure to protect our intellectual property rights or disputes regarding our intellectual property or the intellectual property of third parties;
- the impact of any future strategic transactions;
- restrictions imposed by our indebtedness on our current and future operations, including risks related to our variable rate debt;
- our implementation, continuation, or suspension of share repurchases; and
- our ability to manage risks related to corporate social responsibility.

Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The forward-looking statements contained in this Quarterly Report speak only as of the date hereof. New risks and uncertainties arise over time, and it is not possible for us to predict those events or how they may affect us. If a change to the events and circumstances reflected in our forward-looking statements occurs, our business, financial condition, and operating results may vary materially from those expressed in our forward-looking statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, or otherwise.

PART I – FINANCIAL INFORMATION
Item 1. Financial Statements

Floor & Decor Holdings, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets
(Unaudited)

<i>in thousands, except for share and per share data</i>	March 26, 2026	December 25, 2025
Assets		
Current assets:		
Cash and cash equivalents	\$ 293,632	\$ 249,296
Income taxes receivable	8,279	7,270
Receivables, net	104,329	94,068
Inventories, net	1,149,021	1,133,083
Prepaid expenses and other current assets	49,727	44,214
Total current assets	1,604,988	1,527,931
Fixed assets, net	1,867,108	1,856,127
Right-of-use assets	1,630,963	1,617,772
Intangible assets, net	145,636	146,536
Goodwill	257,940	257,940
Deferred income tax assets, net	20,709	19,298
Other assets	48,959	43,754
Total long-term assets	3,971,315	3,941,427
Total assets	\$ 5,576,303	\$ 5,469,358
Liabilities and stockholders' equity		
Current liabilities:		
Current portion of term loan	\$ 196,115	\$ 2,629
Current portion of lease liabilities	160,523	155,661
Trade accounts payable	735,394	683,675
Accrued expenses and other current liabilities	284,434	298,740
Deferred revenue	18,627	10,685
Total current liabilities	1,395,093	1,151,390
Term loan	—	193,589
Lease liabilities	1,649,971	1,639,598
Deferred income tax liabilities, net	47,271	49,479
Other liabilities	27,231	26,466
Total long-term liabilities	1,724,473	1,909,132
Total liabilities	3,119,566	3,060,522
Commitments and contingencies (Note 5)		
Stockholders' equity		
Preferred stock, \$0.001 par value; 10,000,000 shares authorized; 0 shares issued and outstanding at March 26, 2026 and December 25, 2025	—	—
Common stock Class A, \$0.001 par value; 450,000,000 shares authorized; 108,094,150 shares issued and outstanding at March 26, 2026 and 107,774,329 shares issued and outstanding at December 25, 2025	108	108
Additional paid-in capital	585,953	577,786
Accumulated other comprehensive income, net	47	22
Retained earnings	1,870,629	1,830,920
Total stockholders' equity	2,456,737	2,408,836
Total liabilities and stockholders' equity	\$ 5,576,303	\$ 5,469,358

See accompanying notes to condensed consolidated financial statements.

Floor & Decor Holdings, Inc. and Subsidiaries
Condensed Consolidated Statements of Operations and Comprehensive Income
(Unaudited)

	Thirteen Weeks Ended	
	March 26, 2026	March 27, 2025
<i>in thousands, except for per share data</i>		
Net sales	\$ 1,152,278	\$ 1,160,740
Cost of sales	644,827	652,572
Gross profit	507,451	508,168
Selling, general and administrative expenses	455,055	443,939
Operating income	52,396	64,229
Interest expense, net	1,133	1,548
Income before income taxes	51,263	62,681
Income tax expense	11,554	13,803
Net income	\$ 39,709	\$ 48,878
Change in fair value of hedge instruments, net of tax	25	(10)
Total comprehensive income	\$ 39,734	\$ 48,868
Basic earnings per share	\$ 0.37	\$ 0.45
Diluted earnings per share	\$ 0.37	\$ 0.45

See accompanying notes to condensed consolidated financial statements.

Floor & Decor Holdings, Inc. and Subsidiaries
Condensed Consolidated Statements of Stockholders' Equity
(Unaudited)

<i>in thousands</i>	Common Stock Class A		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Stockholders' Equity
	Shares	Amount				
Balance, December 26, 2025	107,774	\$ 108	\$ 577,786	\$ 22	\$ 1,830,920	\$ 2,408,836
Stock-based compensation expense	—	—	8,369	—	—	8,369
Exercise of stock options	100	—	2,534	—	—	2,534
Issuance of common stock upon vesting of restricted stock units	248	—	—	—	—	—
Shares issued under employee stock purchase plan	53	—	2,882	—	—	2,882
Common stock redeemed for tax liability	(81)	—	(5,618)	—	—	(5,618)
Other comprehensive gain, net of tax	—	—	—	25	—	25
Net income	—	—	—	—	39,709	39,709
Balance, March 26, 2026	108,094	\$ 108	\$ 585,953	\$ 47	\$ 1,870,629	\$ 2,456,737

<i>in thousands</i>	Common Stock Class A		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Stockholders' Equity
	Shares	Amount				
Balance, December 27, 2024	107,357	\$ 107	\$ 547,818	\$ (40)	\$ 1,622,273	\$ 2,170,158
Stock-based compensation expense	—	—	6,580	—	—	6,580
Exercise of stock options	50	—	1,288	—	—	1,288
Issuance of common stock upon vesting of restricted stock units	247	1	(1)	—	—	—
Shares issued under employee stock purchase plan	36	—	3,081	—	—	3,081
Common stock redeemed for tax liability	(84)	—	(8,212)	—	—	(8,212)
Other comprehensive loss, net of tax	—	—	—	(10)	—	(10)
Net income	—	—	—	—	48,878	48,878
Balance, March 27, 2025	107,606	\$ 108	\$ 550,554	\$ (50)	\$ 1,671,151	\$ 2,221,763

See accompanying notes to condensed consolidated financial statements.

Floor & Decor Holdings, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(Unaudited)

<i>in thousands</i>	Thirteen Weeks Ended	
	March 26, 2026	March 27, 2025
Operating activities		
Net income	\$ 39,709	\$ 48,878
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	61,329	59,965
Stock-based compensation expense	8,369	6,580
Deferred income taxes	(3,139)	(5,188)
Changes in operating assets and liabilities:		
Receivables, net	(10,261)	1,067
Inventories, net	(15,938)	(56,719)
Trade accounts payable	46,478	20,668
Accrued expenses and other current liabilities	(15,430)	(20,344)
Income taxes	(178)	18,125
Deferred revenue	7,942	1,433
Other, net	(9,633)	(3,301)
Net cash provided by operating activities	109,248	71,164
Investing activities		
Purchases of fixed assets	(63,434)	(66,728)
Net cash used in investing activities	(63,434)	(66,728)
Financing activities		
Payments on term loan	(526)	(526)
Payments of contingent earn-out liabilities	(750)	(806)
Proceeds from exercise of stock options	2,534	1,288
Proceeds from employee stock purchase plan	2,882	3,081
Tax payments for stock-based compensation awards	(5,618)	(8,212)
Net cash used in financing activities	(1,478)	(5,175)
Net increase (decrease) in cash and cash equivalents	44,336	(739)
Cash and cash equivalents, beginning of the period	249,296	187,669
Cash and cash equivalents, end of the period	\$ 293,632	\$ 186,930
Supplemental disclosures of cash flow information		
Buildings and equipment acquired under operating leases	\$ 53,520	\$ 303,474
Cash paid for interest, net of capitalized interest	\$ 2,647	\$ 2,595
Cash paid for income taxes, net of refunds	\$ 15,344	\$ 773
Fixed assets accrued at the end of the period	\$ 54,149	\$ 65,635

See accompanying notes to condensed consolidated financial statements.

Floor & Decor Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Basis of Presentation and Summary of Significant Accounting Policies

Nature of Business

Floor & Decor Holdings, Inc., together with its subsidiaries (“Floor & Decor,” the “Company,” “we,” “our,” or “us”) is a high-growth, differentiated, multi-channel specialty retailer of hard surface flooring and related accessories and seller of commercial surfaces. The Company offers a broad in-stock assortment of laminate and vinyl, tile, wood, and natural stone flooring and installation materials and decorative accessories, as well as adjacent categories, at everyday low prices. Our stores appeal to a variety of customers, including professional installers and commercial businesses (“Pro”) and homeowners, which are comprised of do-it-yourself customers (“DIY”) and buy-it-yourself customers, who buy our products for professional installation (“BIY”).

As of March 26, 2026, the Company, through its wholly owned subsidiary, Floor and Decor Outlets of America, Inc. (“Outlets”), operates 276 warehouse-format stores, which average 75,000 square feet, and five small-format standalone design studios in 39 states, as well as five distribution centers, a website, *FloorandDecor.com*, and a commercial surfaces business through its subsidiary, Spartan Surfaces, LLC (“Spartan”). Substantially all of the Company’s operating assets and liabilities are held by Outlets.

Fiscal Year

The Company’s fiscal year is the 52- or 53-week period ending on the Thursday on or preceding December 31st. The fiscal year ending December 31, 2026 (“fiscal 2026”) includes 53 weeks and the fiscal year ended December 25, 2025 (“fiscal 2025”) included 52 weeks. 52-week fiscal years consist of thirteen-week periods in each quarter of the fiscal year. When a 53-week fiscal year occurs, the Company reports the additional week at the end of the fiscal fourth quarter.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. These financial statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) for interim financial information. The Condensed Consolidated Balance Sheet as of December 25, 2025 has been derived from the audited Consolidated Balance Sheet for the fiscal year then ended. The interim condensed consolidated financial statements should be read together with the audited consolidated financial statements and related footnote disclosures included in the Company’s Annual Report on Form 10-K for fiscal 2025, filed with the SEC on February 19, 2026 (the “Annual Report”). Certain prior period amounts have been reclassified to conform with the current period presentation. Management believes the accompanying unaudited condensed consolidated financial statements reflect all normal recurring adjustments considered necessary for a fair statement of results for the interim periods presented. Results of operations for the thirteen weeks ended March 26, 2026 are not necessarily indicative of the results to be expected for the full year.

Summary of Significant Accounting Policies

There were no significant changes to our Significant Accounting Policies as disclosed in the Annual Report. For more information regarding our Significant Accounting Policies and Estimates, see Note 1, “Summary of Significant Accounting Policies” in Part II, Item 8, “Financial Statements and Supplementary Data” of our Annual Report.

Recently Adopted Accounting Pronouncements

The Company did not adopt any new accounting pronouncements during the thirteen weeks ended March 26, 2026 that had a material impact on the Company’s financial position, results of operations, or cash flows.

Recently Issued Accounting Pronouncements

There were no significant changes in the recently issued accounting pronouncements from those disclosed in Note 1, “Summary of Significant Accounting Policies” in Part II, Item 8, “Financial Statements and Supplementary Data” of our Annual Report. Recently issued accounting pronouncements not disclosed in this Quarterly Report or in the Annual Report are either not applicable to the Company or are not expected to have a material impact to the Company.

2. Revenue

Net sales consist of revenue associated with contracts with customers for the sale of goods and services in amounts that reflect the consideration the Company is entitled to receive in exchange for those goods and services.

Deferred Revenue & Contract Liabilities

In accordance with ASC 606, *Revenue from Contracts with Customers*, the Company recognizes revenue when the customer obtains control of the inventory. Amounts in deferred revenue at period-end reflect orders for which the inventory was not yet ready for physical transfer to customers.

Contract liabilities within the Condensed Consolidated Balance Sheets primarily consisted of deferred revenue as well as amounts in accrued expenses and other current liabilities related to our Pro Premier Rewards loyalty program and unredeemed gift cards. As of March 26, 2026, contract liabilities totaled \$87.9 million and included \$57.8 million of loyalty program liabilities, \$18.6 million of deferred revenue, and \$11.5 million of unredeemed gift cards. As of December 25, 2025, contract liabilities totaled \$77.9 million and included \$57.9 million of loyalty program liabilities, \$10.7 million of deferred revenue, and \$9.3 million of unredeemed gift cards. Of the contract liabilities outstanding as of December 25, 2025, approximately \$12.2 million was recognized in revenue during the thirteen weeks ended March 26, 2026.

Disaggregated Revenue

The Company has one reportable segment. The following table presents the net sales of each major product category:

dollars in thousands	Thirteen Weeks Ended			
	March 26, 2026		March 27, 2025	
	Net Sales	% of Net Sales	Net Sales	% of Net Sales
Tile	\$ 275,384	24 %	\$ 262,202	23 %
Laminate and vinyl	261,129	23	291,303	25
Installation materials and tools	248,406	22	232,107	20
Decorative accessories and wall tile	201,095	17	196,112	17
Wood	83,332	7	82,492	7
Natural stone	50,274	4	50,506	4
Adjacent categories	26,150	2	30,608	3
Other ⁽¹⁾	6,508	1	15,410	1
Total	\$ 1,152,278	100 %	\$ 1,160,740	100 %

(1) Other includes delivery, sample, and other product revenue and adjustments for deferred revenue, sales returns reserves, and other revenue related adjustments that are not allocated on a product-category basis.

3. Debt

The following table summarizes the Company's long-term debt as of March 26, 2026 and December 25, 2025:

dollars in thousands	Maturity Date	Interest Rate Per Annum at		March 26, 2026	December 25, 2025
		March 26, 2026			
Credit Facilities:					
Term Loan Facility ⁽¹⁾	February 14, 2027	5.67%	Variable	\$ 197,665	\$ 198,190
Asset-based Loan Facility ("ABL Facility")	August 4, 2027	4.93%	Variable	—	—
Total outstanding borrowings				197,665	198,190
Less: unamortized discount and debt issuance costs				1,550	1,972
Total long-term debt				196,115	196,218
Less: current portion of long-term debt				196,115	2,629
Total long-term debt, less current portion				\$ —	\$ 193,589

(1) The applicable interest rate for the Term Loan Facility as presented herein does not include the effect of the interest rate cap contract. Refer to Note 8, "Fair Value Measurements" for additional details related to the Company's interest rate cap contract.

The following table summarizes scheduled maturities of the Company’s debt as of March 26, 2026:

<i>in thousands</i>	Amount
Forty weeks ending December 31, 2026	\$ 2,104
2027	195,561
Total minimum debt payments	<u>\$ 197,665</u>

Components of interest expense are as follows for the periods presented:

<i>in thousands</i>	Thirteen Weeks Ended	
	March 26, 2026	March 27, 2025
Interest expense	\$ 3,975	\$ 4,324
Less:		
Interest income	2,050	1,579
Capitalized interest	792	1,197
Interest expense, net	<u>\$ 1,133</u>	<u>\$ 1,548</u>

Term Loan Facility

The Term Loan Facility bears interest at a rate equal to either (a) a base rate determined by reference to the highest of (1) the “Prime Rate,” (2) the U.S. federal funds rate plus 0.5% and (3) the one-month Term Secured Overnight Financing Rate (“SOFR”) plus 1.0%, or (b) Adjusted Term SOFR, plus, in each case, the Applicable Margin (each term as defined in the Term Loan Facility credit agreement). The Applicable Margin for base rate loans will be between 1.00% and 1.25%, and the Applicable Margin for SOFR loans will be between 2.00% and 2.25% (subject to a floor of 0.00%), in each case, if the Company exceeds certain leverage ratio tests.

All obligations under the Term Loan Facility are secured by (1) a first-priority security interest in substantially all of the property and assets of Outlets and the other guarantors under the Term Loan Facility (other than the collateral that secures the ABL Facility on a first-priority basis), with certain exceptions, and (2) a second-priority security interest in the collateral securing the ABL Facility on a first-priority basis.

ABL Facility

As of March 26, 2026, the Company’s ABL Facility had a maximum availability of \$800.0 million with actual available borrowings limited to the sum, at the time of calculation, of (a) eligible credit card receivables multiplied by the credit card advance rate, plus (b) the cost of eligible inventory, net of inventory reserves, multiplied by the applicable appraisal percentage, plus (c) 85% of eligible net trade receivables, plus (d) all eligible cash on hand, plus (e) 100% of the amount for which any eligible letter of credit must be honored after giving effect to any draws, minus certain Availability Reserves (each component as defined in the ABL Facility). The ABL Facility is available for issuance of letters of credit and contains a sublimit of \$50.0 million for standby letters of credit and commercial letters of credit combined. Available borrowings under the facility are reduced by the face amount of outstanding letters of credit. The Company’s ABL Facility allows for the Company, under certain circumstances, to increase the size of the facility by an additional amount up to \$200.0 million.

All obligations under the ABL Facility are secured by (1) a first-priority security interest in the cash and cash equivalents, accounts receivable, inventory, and related assets of Outlets and the other guarantors under the ABL Facility, with certain exceptions, and (2) a second-priority security interest in substantially all of the other property and assets of Outlets and the other guarantors that secure the Term Loan Facility on a first-priority basis.

As of March 26, 2026, net availability under the ABL Facility was \$713.6 million as reduced by letters of credit of \$36.1 million.

Covenants

The credit agreements governing the Term Loan Facility and ABL Facility contain customary restrictive covenants, which, among other things and with certain exceptions, limit the Company's ability to (i) incur additional indebtedness and liens in connection with such indebtedness, (ii) pay dividends and make certain other restricted payments, (iii) effect mergers or consolidations, (iv) enter into transactions with affiliates, (v) sell or dispose of property or assets, and (vi) engage in unrelated lines of business. In addition, these credit agreements subject the Company to certain reporting obligations and require that the Company satisfy certain financial covenants, including, among other things, a requirement that if borrowings under the ABL Facility exceed 90% of availability, the Company will maintain a certain fixed charge coverage ratio (defined as Consolidated EBITDA less non-financed capital expenditures and income taxes paid to consolidated fixed charges, in each case as more fully defined in the ABL Facility).

The Term Loan Facility has no financial maintenance covenants. The Company is currently in compliance with all covenants under the credit agreements.

Fair Value of Debt

Market risk associated with the Company's debt relates to the potential change in fair value and negative impact to future earnings, respectively, from a change in interest rates. The aggregate fair value of debt is based primarily on the Company's estimates of interest rates, maturities, credit risk, and underlying collateral. The estimated fair value and classification within the fair value hierarchy of the Term Loan Facility was as follows as of March 26, 2026 and December 25, 2025:

<i>in thousands</i>	Fair Value Hierarchy Classification	March 26, 2026	December 25, 2025
Term Loan Facility	Level 3	\$ 197,171	\$ 197,943

The Term Loan Facility fair value is classified as Level 3 within the fair value hierarchy due to the use of unobservable inputs significant to the valuation, including indicative pricing from counterparties and discounted cash flow methods. No amounts were outstanding under the ABL Facility as of March 26, 2026 and December 25, 2025.

4. Income Taxes

Effective tax rates for the thirteen weeks ended March 26, 2026 and March 27, 2025 were based on the Company's forecasted annualized effective tax rates and were adjusted for discrete items that occurred within each period. The Company's effective income tax rate was 22.5% and 22.0% for the thirteen weeks ended March 26, 2026 and March 27, 2025, respectively. The effective tax rate increase was primarily due to a decrease in excess tax benefits related to stock-based compensation awards.

5. Commitments and Contingencies

Lease Commitments

The Company accounts for leases in accordance with ASC 842, *Leases*. The majority of the Company's long-term operating lease agreements are for its retail locations, distribution centers, and corporate office, which expire in various years through 2055. Most of these agreements are retail leases wherein both the land and building are leased. The Company also has ground leases in which only the land is leased. The initial lease terms for the Company's retail locations, distribution centers, and corporate office typically range from 10-20 years. The majority of the Company's leases also include options to extend, which are factored into the recognition of their respective assets and liabilities when appropriate based on management's assessment of the probability that the options will be exercised.

When readily determinable, the rate implicit in the lease is used to discount lease payments to present value; however, substantially all of the Company's leases do not provide a readily determinable implicit rate. If the rate implicit in the lease is not readily determinable, the Company uses a third party to assist in the determination of a secured incremental borrowing rate, determined on a collateralized basis, to discount lease payments based on information available at lease commencement. The secured incremental borrowing rate is estimated based on yields obtained from Bloomberg for U.S. consumers with a BB credit rating and is adjusted for collateralization as well as inflation. As of both March 26, 2026 and March 27, 2025, the Company's weighted average discount rate was 6.0% and the weighted average remaining lease term of the Company's leases was approximately 12 years.

Lease Costs

The table below presents components of lease expense for operating leases within the Company's Condensed Consolidated Statements of Operations and Comprehensive Income:

<i>in thousands</i>	Classification	Thirteen Weeks Ended	
		March 26, 2026	March 27, 2025
Fixed operating lease cost:	Selling, general and administrative expenses	\$ 53,430	\$ 49,937
	Cost of sales	13,544	9,472
Total fixed operating lease cost		66,974	59,409
Variable lease cost ⁽¹⁾ :	Selling, general and administrative expenses	21,815	22,101
	Cost of sales	2,232	1,651
Total variable lease cost		24,047	23,752
Total operating lease cost⁽²⁾		\$ 91,021	\$ 83,161

(1) Includes variable costs for common area maintenance, property taxes, and insurance on leased real estate.

(2) Excludes short-term lease costs, which were immaterial for the thirteen weeks ended March 26, 2026 and March 27, 2025.

Undiscounted Cash Flows

Future minimum lease payments under non-cancelable operating leases as of March 26, 2026 were as follows:

<i>in thousands</i>	Amount
Forty weeks ending December 31, 2026	\$ 197,965
2027	263,880
2028	244,970
2029	230,877
2030	210,926
Thereafter	1,477,471
Total minimum lease payments⁽¹⁾⁽²⁾	2,626,089
Less: amount of lease payments representing interest	815,595
Present value of future minimum lease payments	1,810,494
Less: current obligations under leases	160,523
Long-term lease obligations	\$ 1,649,971

(1) Future lease payments exclude approximately \$22.2 million of legally binding minimum lease payments for operating leases signed but not yet commenced.

(2) Operating lease payments include \$288.7 million related to options to extend lease terms that are reasonably certain of being exercised.

For the thirteen weeks ended March 26, 2026 and March 27, 2025, cash paid for amounts included in the measurement of operating lease liabilities was \$65.6 million and \$60.1 million, respectively.

Litigation

The Company is subject to various legal actions, claims, and proceedings arising in the ordinary course of business, which may include claims related to general liability, workers' compensation, personal injury, product liability, intellectual property, and employment-related matters resulting from its business activities. As with most actions such as these, an estimation of any possible and/or ultimate liability cannot always be determined. The Company establishes reserves for specific legal proceedings when it determines that the likelihood of an unfavorable outcome is probable and the amount of loss can be reasonably estimated. These various ordinary course proceedings are not expected to have a material impact on the Company's consolidated financial position, cash flows, or results of operations. Regardless of the outcome, however, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources, and other factors.

6. Stock-based Compensation

In accordance with ASC 718, *Compensation – Stock Compensation*, the Company measures compensation cost for all stock-based awards at fair value on the date of grant and recognizes compensation expense, net of forfeitures, using the straight-line method over the requisite service period of awards expected to vest, which for each of the awards is the service vesting period. Stock-based compensation expense within the Company's Condensed Consolidated Statements of Operations and Comprehensive Income for the thirteen weeks ended March 26, 2026 and March 27, 2025 was \$8.4 million and \$6.6 million, respectively.

Stock Options

The table below summarizes stock option activity for the thirteen weeks ended March 26, 2026:

	Stock Options	
	Shares	Weighted Average Exercise Price
Outstanding at December 26, 2025	988,971	\$ 32.03
Exercised	(100,471)	\$ 25.22
Forfeited or expired	(2,428)	\$ 93.73
Outstanding at March 26, 2026	886,072	\$ 32.63
Vested and exercisable at March 26, 2026	886,072	\$ 32.63

Restricted Stock Units

The Company periodically grants restricted stock units ("RSUs"), each of which represents an unfunded, unsecured right to receive a share of the Company's Class A common stock upon vesting. During the thirteen weeks ended March 26, 2026, the Company granted RSUs to certain employees, executive officers, and non-employee directors comprised of service-based RSUs and performance-based RSUs. Service-based RSUs vest based on the grantee's continued service through the vesting date. The performance-based RSUs cliff vest based on (i) the Company's achievement of predetermined financial metrics at the end of a three-year performance period and (ii) the grantee's continued service through the vesting date. Depending on the extent to which the relevant performance goals are achieved, the number of common shares earned upon vesting may range from 0% to 200% of the award granted. The Company assesses the probability of achieving all performance goals on a quarterly basis. The service period for RSUs granted during the period varies by grantee and is one year from the grant date for non-employee directors and three years from the grant date for employees and executive officers. The grant-date fair value of service-based RSUs and performance-based RSUs is based on the closing market price of the Company's Class A common stock on the date of grant.

The following table summarizes RSU activity during the thirteen weeks ended March 26, 2026:

	Restricted Stock Units					
	Service-based		Performance-based		Total shareholder return	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Unvested at December 26, 2025	561,965	\$ 98.20	266,308	\$ 94.72	37,835	\$ 104.67
Granted	434,847	\$ 68.34	130,067	\$ 68.34	—	\$ —
Vested	(247,735)	\$ 99.26	—	\$ —	—	\$ —
Forfeited	(11,951)	\$ 90.01	(127,800)	\$ 90.49	(37,835)	\$ 104.67
Unvested at March 26, 2026	737,126	\$ 80.38	268,575	\$ 83.96	—	\$ —

7. Earnings Per Share

Net Income per Common Share

The Company calculates basic earnings per share by dividing net income by the weighted average number of common shares outstanding during the period. Diluted earnings per share is computed by dividing net income by the weighted average number of common shares outstanding adjusted for the dilutive effect of share-based awards using the treasury stock method.

The following table shows the computation of basic and diluted earnings per share for the periods presented:

<i>in thousands, except per share data</i>	Thirteen Weeks Ended	
	March 26, 2026	March 27, 2025
Net income	\$ 39,709	\$ 48,878
Basic weighted average shares outstanding	107,932	107,455
Dilutive effect of share-based awards	580	987
Diluted weighted average shares outstanding	108,512	108,442
Basic earnings per share	\$ 0.37	\$ 0.45
Diluted earnings per share	\$ 0.37	\$ 0.45

The following potentially dilutive securities were excluded from the computation of diluted earnings per share as a result of their anti-dilutive effect:

<i>in thousands</i>	Thirteen Weeks Ended	
	March 26, 2026	March 27, 2025
Stock options	41	40
Restricted stock units	670	305

8. Fair Value Measurements

As of March 26, 2026 and December 25, 2025, the Company had certain financial assets and liabilities on its Condensed Consolidated Balance Sheets that were required to be measured at fair value on a recurring or non-recurring basis. The estimated fair values of financial assets and liabilities such as cash and cash equivalents, receivables, prepaid expenses and other current assets, other assets, accounts payable, and accrued expenses and other current liabilities approximate their respective carrying values as reported within the Condensed Consolidated Balance Sheets. See Note 3, "Debt" for discussion of the fair value of the Company's debt.

Contingent Earn-out Liability

As of December 25, 2025, the Company's remaining contingent earn-out liability was \$0.8 million, which was paid during the thirteen weeks ended March 26, 2026.

Interest Rate Cap Contract

Changes in interest rates impact the Company's results of operations. In an effort to manage exposure to this risk, the Company enters into derivative contracts and may adjust its derivative portfolio as market conditions change.

As of March 26, 2026, the Company's outstanding interest rate cap contract was designated as a cash flow hedge. The contract has a notional value of \$150.0 million and effectively caps SOFR-based interest payments on a portion of the Company's Term Loan Facility at 5.50% beginning in May 2024 and will continue until the interest rate cap contract expires in April 2026. The effective portion of the gain or loss on the effective cash flow hedge is reported as a component of accumulated other comprehensive income ("AOCI") and reclassified into earnings in the same period in which the hedged transaction affects earnings. The effective portion of the derivative represents the change in fair value of the hedge that offsets the change in fair value of the hedged item. To the extent the change in the fair value of the hedge does not perfectly offset the change in the fair value of the hedged item, the ineffective portion of the hedge is immediately recognized in earnings.

The Company's outstanding interest rate cap contract as of March 26, 2026 and December 25, 2025 was valued primarily using Level 2 inputs based on data readily observable in public markets. The Company's interest rate cap contract was negotiated with a counterparty without going through a public exchange. Accordingly, the Company's fair value assessment for the derivative contract gave consideration to the risk of counterparty default as well as the Company's own credit risk. As of both March 26, 2026 and December 25, 2025, the fair value of the interest rate cap was less than \$0.1 million and is included in prepaid expenses and other current assets within the Condensed Consolidated Balance Sheets.

9. Supply Chain Finance

The Company facilitates supply chain finance programs through financial intermediaries, which provide certain suppliers the option to be paid by the financial intermediaries earlier than the due date on the applicable invoice. When a supplier utilizes one of the supply chain finance programs and receives an early payment from a financial intermediary, the supplier takes a discount on the invoice. The Company then pays the financial intermediary the full amount of the invoice on the original due date. The Company does not reimburse suppliers for any costs they incur for participation in the program. Supplier participation is voluntary, and there are no assets pledged as security or other forms of guarantees provided for the committed payment to the financial intermediaries. As a result, all amounts owed to the financial intermediaries are presented as trade accounts payable in the Condensed Consolidated Balance Sheets. Amounts due to the financial intermediaries reflected in trade accounts payable at March 26, 2026 and December 25, 2025 were \$143.9 million and \$133.2 million, respectively.

10. Segment Reporting

Operating segments are defined as components of an enterprise for which discrete financial information is available that is evaluated regularly by the chief operating decision maker (“CODM”) for purposes of allocating resources and evaluating financial performance. The Company’s CODM, its Chief Executive Officer, reviews financial information about the Company’s two operating segments, Floor & Decor Retail (“Retail”) and Spartan, for purposes of allocating resources and evaluating financial performance. The Retail segment sells hard surface flooring and related accessories through retail stores located in the United States and through its website. The Spartan segment, which engages in selling commercial surfaces and is entirely comprised of the Company’s Spartan subsidiary, does not meet the materiality criteria of ASC 280, *Segment Reporting*, and is therefore not disclosed separately as a reportable segment.

The Company does not report capital expenditures or assets at the segment level as that information is not regularly provided to the CODM. The Company does not have intersegment sales.

The following table shows the Company’s segment information for the periods presented:

in thousands	Thirteen Weeks Ended					
	March 26, 2026			March 27, 2025		
	Retail	Other ⁽¹⁾	Consolidated	Retail	Other ⁽¹⁾	Consolidated
Net sales	\$ 1,102,520	\$ 49,758	\$ 1,152,278	\$ 1,106,044	\$ 54,696	\$ 1,160,740
Less:						
Cost of sales	609,218			616,089		
Personnel expense ⁽²⁾	198,719			193,446		
Property cost ⁽³⁾	146,043			141,801		
Other segment items ⁽⁴⁾	93,772			92,779		
Operating income (loss) ⁽⁵⁾	54,768	(2,372)	52,396	61,929	2,300	64,229
Interest expense, net			1,133			1,548
Income before income taxes			\$ 51,263			\$ 62,681

(1) Represents the Company’s non-reportable operating segment.

(2) Personnel expense is primarily comprised of store and store support center compensation including wages, incentive compensation, and benefits.

(3) Property cost is primarily comprised of rent, common area maintenance, utilities, property taxes, and insurance, as well as depreciation and amortization of leasehold improvements, buildings and improvements, furniture, fixtures, and equipment, and computer software and hardware at stores and the store support center.

(4) Other segment items expense is comprised of advertising costs, credit card fees, information technology costs, and other operating expenses.

(5) Includes depreciation and amortization expense of \$59.4 million and \$58.2 million for the thirteen weeks ended March 26, 2026 and March 27, 2025, respectively, in our Retail segment.

11. Subsequent Event

On April 23, 2026, the Company's Board of Directors approved a share repurchase program authorizing the Company to repurchase up to \$400 million of the Company's common stock. Repurchases will be made at the Company's discretion and will depend on a variety of factors, including business, economic, and market conditions. The share repurchase program has no expiration date and does not obligate the Company to repurchase any shares under the program.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of the financial condition and results of our operations should be read together with the financial statements and related notes of Floor & Decor Holdings, Inc. and Subsidiaries included in Part I, Item 1, “Financial Statements” of this Quarterly Report and with our audited financial statements and the related notes included in our Annual Report. As used in this Quarterly Report, except where the context otherwise requires or where otherwise indicated, the terms “Floor & Decor,” “Company,” “we,” “our,” or “us” refer to Floor & Decor Holdings, Inc. and its subsidiaries, and “Spartan” refers to our subsidiary Spartan Surfaces, LLC.

Overview

Founded in 2000, Floor & Decor is a high-growth, differentiated, multi-channel specialty retailer of hard surface flooring and related accessories and seller of commercial surfaces with 276 warehouse-format stores and five small-format standalone design studios across 39 states as of March 26, 2026. We believe our unique approach to selling hard surface flooring and our consistent and disciplined culture of innovation and reinvestment create a differentiated business model in the hard surface flooring category. We believe that we offer the broadest in-stock assortment of laminate and vinyl, tile, wood, and natural stone flooring and installation materials and decorative accessories, as well as adjacent categories, at everyday low prices. This positions us as the one-stop destination for our customers’ entire hard surface flooring needs. We appeal to a variety of customers, including Pros and homeowners, which are comprised of DIY and BIY customers.

During the thirteen weeks ended March 26, 2026, we opened six new warehouse-format stores, ending the quarter with 276 warehouse-format stores and five design studios.

We operate on a 52- or 53-week fiscal year ending the Thursday on or preceding December 31. The following discussion contains references to the thirteen weeks ended March 26, 2026 and March 27, 2025, respectively.

Key Performance Indicators

We consider a variety of performance and financial measures in assessing the performance of our business. The key performance and financial measures we use to determine how our business is performing are comparable store sales, the number of new store openings, gross profit and gross margin, operating income, and EBITDA and Adjusted EBITDA. For definitions and a discussion of how we use our key performance indicators, see the “Key Performance Indicators” section of Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report. See “Non-GAAP Financial Measures” below for a discussion of how we define EBITDA and Adjusted EBITDA and a reconciliation of EBITDA and Adjusted EBITDA to net income, the most directly comparable financial measure calculated and presented in accordance with GAAP.

Other key financial terms we use include net sales and selling, general and administrative (“SG&A”) expenses. For definitions and a discussion of how we use other key financial terms, see the “Other Key Financial Definitions” section of Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report.

Results of Operations

Results of operations for any period should not be considered indicative of future results. See Part II, Item 1A, “Risk Factors” for information about the potential impacts that risks, such as declines in economic conditions that affect the residential housing market and consumer spending for hard surface flooring, interest rates, inflation, global supply chain disruptions, regulatory and political conditions, tariffs and trade policy, and geopolitical instability, among others, may have on our results of operations and overall financial performance for future periods.

The following tables summarize key components of our results of operations for the periods indicated:

<i>dollars in thousands</i>	Thirteen Weeks Ended				Increase (Decrease)	
	March 26, 2026		March 27, 2025		\$	%
	Amount	% of Net Sales	Amount	% of Net Sales		
Net sales	\$ 1,152,278	100.0 %	\$ 1,160,740	100.0 %	\$ (8,462)	(0.7)%
Cost of sales	644,827	56.0	652,572	56.2	(7,745)	(1.2)%
Gross profit	507,451	44.0	508,168	43.8	(717)	(0.1)%
Selling, general and administrative expenses	455,055	39.5	443,939	38.3	11,116	2.5 %
Operating income	52,396	4.5	64,229	5.5	(11,833)	(18.4)%
Interest expense, net	1,133	0.1	1,548	0.1	(415)	(26.8)%
Income before income taxes	51,263	4.4	62,681	5.4	(11,418)	(18.2)%
Income tax expense	11,554	1.0	13,803	1.2	(2,249)	(16.3)%
Net income	\$ 39,709	3.4 %	\$ 48,878	4.2 %	\$ (9,169)	(18.8)%

	Thirteen Weeks Ended	
	March 26, 2026	March 27, 2025
Comparable store sales	(3.7)%	(1.8)%
Comparable average ticket	1.9 %	2.1 %
Comparable transactions	(5.5)%	(3.8)%
Number of warehouse-format stores	276	254
Adjusted EBITDA (in thousands) ⁽¹⁾	\$ 121,493	\$ 129,821
Adjusted EBITDA (% of net sales) ⁽¹⁾	10.5 %	11.2 %

(1) Refer to "Non-GAAP Financial Measures" further below for a reconciliation of Adjusted EBITDA to net income.

Net Sales

Net sales during the thirteen weeks ended March 26, 2026 decreased \$8.5 million, or 0.7%, compared to the corresponding prior year period primarily due to a decrease in comparable store sales of 3.7%, partially offset by sales from the 22 new warehouse-format stores that we opened since March 27, 2025. The comparable store sales decline during the period of 3.7%, or \$40.8 million, was due to a 5.5% decrease in comparable transactions, partially offset by a 1.9% increase in comparable average ticket. We believe the decrease in comparable transactions was largely driven by the continued impact of low existing home sales and low consumer sentiment, as well as adverse weather conditions. The increase in comparable average ticket was primarily due to strategic price increases. Non-comparable sales increased \$32.3 million from the corresponding prior year period primarily driven by new stores.

We estimate that retail sales during the thirteen weeks ended March 26, 2026 were approximately 45% from homeowners and 55% from Pros compared to approximately 50% from homeowners and 50% from Pros during the thirteen weeks ended March 27, 2025.

Gross Profit and Gross Margin

Gross profit during the thirteen weeks ended March 26, 2026 decreased \$0.7 million, or 0.1%, compared to the corresponding prior year period. The decrease in gross profit was primarily driven by the 0.7% decrease in net sales, partially offset by an increase in gross margin to 44.0%, up approximately 20 basis points from 43.8% in the corresponding prior year period. The increase in gross margin was primarily driven by strategic pricing initiatives, partially offset by an increase in supply chain costs.

Selling, General and Administrative Expenses

SG&A expenses during the thirteen weeks ended March 26, 2026 increased \$11.1 million, or 2.5%, compared to the corresponding prior year period. The increase in SG&A expenses was primarily driven by the 22 new stores that we opened since March 27, 2025, which increased compensation and occupancy costs. SG&A expenses for non-comparable stores increased \$21.4 million and for comparable stores decreased \$9.0 million. As a percentage of net sales, SG&A expenses increased by approximately 120 basis points to 39.5% from 38.3% in the corresponding prior year period. This increase was primarily attributable to the addition of new stores and deleverage from a decrease in comparable store sales.

Interest Expense, Net

Net interest expense during the thirteen weeks ended March 26, 2026 decreased \$0.4 million, or 26.8%, compared to the corresponding prior year period primarily due to higher interest income as a result of higher cash balances.

Income Tax Expense

Income tax expense was \$11.6 million during the thirteen weeks ended March 26, 2026 compared to \$13.8 million during the thirteen weeks ended March 27, 2025. The effective tax rate was 22.5% for the thirteen weeks ended March 26, 2026 compared to 22.0% in the corresponding prior year period. The effective tax rate increase during the thirteen weeks ended March 26, 2026 was primarily due to a decrease in excess tax benefits related to stock-based compensation awards.

Non-GAAP Financial Measures

EBITDA and Adjusted EBITDA are key metrics used by management and our Board of Directors to assess our financial performance and enterprise value. We believe that EBITDA and Adjusted EBITDA are useful measures, as they eliminate certain items that are not indicative of our core operating performance and facilitate comparisons on a consistent basis from period to period. We also use Adjusted EBITDA as a basis to determine covenant compliance with respect to our ABL Facility and Term Loan Facility (together, the “Credit Facilities”), to supplement GAAP measures of performance to evaluate the effectiveness of our business strategies, to make budgeting decisions, and to compare our performance against that of other peer companies using similar measures. EBITDA and Adjusted EBITDA are also frequently used by analysts, investors, and other interested parties as performance measures to evaluate companies in our industry.

EBITDA and Adjusted EBITDA are supplemental measures of financial performance that are not required by or presented in accordance with GAAP. We define EBITDA as net income before interest, taxes, and depreciation and amortization. We define Adjusted EBITDA as net income before interest, taxes, and depreciation and amortization adjusted to eliminate the impact of non-cash stock-based compensation expense and certain items that we do not consider indicative of our core operating performance. See below for a reconciliation of EBITDA and Adjusted EBITDA to net income, the most directly comparable financial measure calculated and presented in accordance with GAAP.

EBITDA and Adjusted EBITDA are non-GAAP measures of our financial performance and should not be considered as alternatives to net income as a measure of financial performance or any other performance measure derived in accordance with GAAP, and they should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Additionally, EBITDA and Adjusted EBITDA are not intended to be measures of liquidity or free cash flow for management’s discretionary use. In addition, these non-GAAP measures exclude certain non-recurring and other charges. Each of these non-GAAP measures has its limitations as an analytical tool, and you should not consider them in isolation or as a substitute for analysis of our results as reported under GAAP. In evaluating EBITDA and Adjusted EBITDA, you should be aware that in the future we may incur expenses that are the same as or similar to some of the items eliminated in the adjustments made to determine EBITDA and Adjusted EBITDA, such as stock-based compensation expense, fair value adjustments related to contingent earn-out liabilities, and other adjustments. Definitions and calculations of EBITDA and Adjusted EBITDA differ among companies in the retail industry, and therefore EBITDA and Adjusted EBITDA disclosed by us may not be comparable to the metrics disclosed by other companies.

For the periods presented, the following table reconciles EBITDA and Adjusted EBITDA to net income, the most directly comparable financial measure calculated and presented in accordance with GAAP:

<i>in thousands</i>	Thirteen Weeks Ended	
	March 26, 2026	March 27, 2025
Net income	\$ 39,709	\$ 48,878
Depreciation and amortization ⁽¹⁾	60,728	59,387
Interest expense, net	1,133	1,548
Income tax expense	11,554	13,803
EBITDA	113,124	123,616
Stock-based compensation expense ⁽²⁾	8,369	6,580
Other ⁽³⁾	—	(375)
Adjusted EBITDA	\$ 121,493	\$ 129,821

(1) Excludes amortization of deferred financing costs, which is included as part of interest expense, net.

(2) Represents non-cash charges related to stock-based compensation programs, which vary from period to period depending on the timing of awards and forfeitures.

(3) Other adjustments include amounts management does not consider indicative of our core operating performance. The amount for the thirteen weeks ended March 27, 2025 relates to the change in the fair value of the contingent earn-out liability.

Liquidity and Capital Resources

Liquidity is provided primarily by cash flows from operations and our \$800.0 million ABL Facility. Unrestricted liquidity as of March 26, 2026 was \$1,007.2 million, consisting of \$293.6 million in cash and cash equivalents and \$713.6 million immediately available for borrowing under the ABL Facility without violating any covenants thereunder. Our liquidity is generally not seasonal.

Our primary cash needs are for merchandise inventories, payroll, store rent, and other operating expenses and capital expenditures associated with opening new stores and remodeling existing stores as well as information technology, e-commerce, store support center, and distribution center infrastructure. We also use cash for the payment of taxes and interest and, as applicable, share repurchases and acquisitions. We expect that cash generated from operations together with cash on hand, the availability of borrowings under our Credit Facilities, and if necessary, additional funding through other forms of external financing, will be sufficient to meet liquidity requirements, anticipated capital expenditures, and payments due under our Credit Facilities for the next twelve months and the foreseeable future.

Total capital expenditures in fiscal 2026 are planned to be between approximately \$250 million to \$300 million and are expected to be funded primarily by cash generated from operations. Our capital needs may change in the future due to changes in our business, new opportunities that we choose to pursue, or other factors. We currently expect the following for capital expenditures in fiscal 2026 (projected amounts are based on the gross costs that we expect to accrue for these investments on the Condensed Consolidated Balance Sheets in fiscal 2026, which may include amounts incurred but not yet settled in cash during the period):

- invest approximately \$160 million to \$190 million to open 20 warehouse-format stores, relocate stores, and begin construction on stores opening after fiscal 2026;
- invest approximately \$60 million to \$70 million in existing stores and new and existing distribution centers; and
- invest approximately \$30 million to \$40 million in information technology infrastructure, e-commerce, and other store support center initiatives.

On April 23, 2026, the Company's Board of Directors approved a share repurchase program authorizing the Company to repurchase up to \$400 million of the Company's common stock. Repurchases will be made at the Company's discretion and will depend on a variety of factors, including business, economic, and market conditions. The share repurchase program has no expiration date and does not obligate the Company to repurchase any shares under the program.

Cash Flow Analysis

A summary of our operating, investing, and financing activities is shown in the following table:

<i>in thousands</i>	Thirteen Weeks Ended	
	March 26, 2026	March 27, 2025
Net cash provided by operating activities	\$ 109,248	\$ 71,164
Net cash used in investing activities	(63,434)	(66,728)
Net cash used in financing activities	(1,478)	(5,175)
Net increase (decrease) in cash and cash equivalents	\$ 44,336	\$ (739)

Net Cash Provided by Operating Activities

Cash provided by operating activities consists primarily of (i) net income adjusted for non-cash items, including depreciation and amortization, stock-based compensation, and deferred income taxes and (ii) changes in working capital.

Net cash provided by operating activities during the thirteen weeks ended March 26, 2026 and March 27, 2025 was \$109.2 million and \$71.2 million, respectively. The increase in net cash provided by operating activities was primarily driven by changes in inventory and trade accounts payable.

Net Cash Used in Investing Activities

Investing activities typically consist primarily of capital expenditures for new store openings and existing store remodels, including leasehold improvements, racking, fixtures, vignettes, design centers, and new infrastructure and information systems.

Net cash used in investing activities during the thirteen weeks ended March 26, 2026 and March 27, 2025 was \$63.4 million and \$66.7 million, respectively. The decrease in net cash used in investing activities was due to a decrease in capital expenditures primarily driven by an increase in new stores being constructed at second-use sites and store size optimization.

Net Cash Used in Financing Activities

Financing activities consist primarily of borrowings and related repayments under our Credit Facilities, tax payments related to the vesting or exercise of stock-based compensation awards, proceeds from the exercise of stock options and our employee stock purchase program, and payments of contingent earn-out consideration.

Net cash used in financing activities during the thirteen weeks ended March 26, 2026 and March 27, 2025 was \$1.5 million and \$5.2 million, respectively. The decrease in net cash used in financing activities was primarily driven by a decrease in tax payments for stock-based compensation awards.

Our Credit Facilities

As of March 26, 2026, total Term Loan Facility debt outstanding was \$197.7 million, and no amounts were outstanding under our ABL Facility. For additional information regarding our Term Loan Facility and ABL Facility, including applicable covenants and other details, please refer to Note 3, "Debt" to our condensed consolidated financial statements included in this Quarterly Report.

Credit Ratings

Our credit ratings are periodically reviewed by rating agencies. As of March 26, 2026, our Standard & Poor's issuer credit rating of BB with a stable outlook and Moody's issuer credit rating of Ba3 with a stable outlook remain unchanged from December 25, 2025. These ratings and our current credit condition affect, among other things, our ability to access new capital. Negative changes to these ratings may result in more stringent covenants and higher interest rates under the terms of any new debt. Our credit ratings could be lowered or rating agencies could issue adverse commentaries in the future, which could have a material adverse effect on our business, financial condition, results of operations, and liquidity. In particular, a weakening of our financial condition, including an increase in our leverage or decrease in our profitability or cash flows, could adversely affect our ability to obtain necessary funds, result in a credit rating downgrade or change in outlook, or otherwise increase our cost of borrowing.

U.S. Tariffs and Global Economy

The current geopolitical environment, particularly related to existing and potential changes in global trade and tariffs, has created uncertainty surrounding the future state of the global economy and related impacts to our supply chain. In 2025, the U.S. government imposed significant additional tariffs on products from most countries where we source products. In early 2026, the U.S. Supreme Court invalidated tariffs previously implemented under the authority of the International Emergency Economic Powers Act. The ruling did not specifically require these tariffs to be refunded, resulting in uncertainty regarding potential tariff refunds. As a result of the ruling, the U.S. government has implemented and continues working to implement new tariffs using other authorities to maintain continuity in its tariff policy.

While we continue to take steps to mitigate the overall effect of increased tariffs, these tariffs have increased and will continue to increase our inventory costs and associated cost of sales, which have resulted in and in the future may result in increased retail prices and may adversely impact sales. Furthermore, the impact of increased tariffs on the economy, as well as the broader geopolitical environment, including recent tensions in the Middle East, have and in the future may negatively impact consumer demand for our products, which may also have an adverse impact on sales.

Critical Accounting Policies and Estimates

Our consolidated financial statements have been prepared in accordance with GAAP, which requires management to make estimates and assumptions that affect reported amounts. The estimates and assumptions are based on historical experience and other factors management believes to be reasonable. These estimates may change as new events occur and additional information is obtained. Actual results could differ materially from these estimates under different assumptions or conditions.

For a description of our critical accounting policies and estimates, refer to Part II, Item 7, “Critical Accounting Policies and Estimates” in our Annual Report. There have been no material changes to our critical accounting policies and estimates as disclosed in our Annual Report. See Note 1, “Basis of Presentation and Summary of Significant Accounting Policies” to our condensed consolidated financial statements included in this Quarterly Report, which describes recent accounting pronouncements adopted by us.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

For quantitative and qualitative disclosures about market risk affecting the Company, see Item 7A, “Quantitative and Qualitative Disclosures About Market Risk” of Part II of the Annual Report. While our exposure to market risk has not changed materially since December 25, 2025, uncertainty with respect to the economic effects of declines in economic conditions that affect the residential housing market and consumer spending for hard surface flooring, inflation, global supply chain disruptions, regulatory and political conditions, tariffs and trade policy, and geopolitical instability, among other factors, have introduced significant volatility in the financial markets, including interest rates and foreign currency exchange rates. See further discussion in Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for additional details.

Interest Rate Risk

Our operating results are subject to risk from interest rate fluctuations on our Credit Facilities, which have variable interest rates. Based on the \$197.7 million total outstanding principal balance of our Credit Facilities as of March 26, 2026, a 1.0% increase in the effective interest rate of this debt would cause an increase in interest expense of approximately \$1.7 million over the next twelve months, excluding the impact of our interest rate cap contract. To lessen our exposure to interest rate risk, we entered into an interest rate cap contract in January 2024 with a notional value of \$150.0 million. The interest rate cap contract effectively caps SOFR-based interest payments on a portion of the Company’s Term Loan Facility at 5.50% beginning in May 2024 and will continue until the interest rate cap contract expires in April 2026. For additional information related to the Company’s Credit Facilities and the interest rate cap contract, refer to Note 3, “Debt” and Note 8, “Fair Value Measurements,” respectively, to our condensed consolidated financial statements included in this Quarterly Report.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed in the reports that we file or submit under the Exchange Act has been appropriately recorded, processed, summarized, and reported on a timely basis and are effective in ensuring that such information is accumulated and communicated to the Company’s management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of March 26, 2026, our disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting

The Company is in the process of a multi-year implementation of portions of our enterprise resource planning (ERP) system. In the fiscal quarter ended March 26, 2026, we completed the implementation of certain cloud-based financial and merchandising systems. As a result, there were changes to our processes and procedures, which resulted in changes to our internal control over financial reporting. Certain internal controls over financial reporting have been automated, modified, or implemented to address the new control environment and processes associated with the systems implemented. We will continue to evaluate any further changes in our internal control over financial reporting throughout the implementation of our ERP system, which is expected to go-live in phases through 2027.

Except for this ERP implementation, there were no other changes in our internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) of the Exchange Act) during the fiscal quarter ended March 26, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

See the information under the “Litigation” caption in Note 5, “Commitments and Contingencies” to our condensed consolidated financial statements included in this Quarterly Report, which we incorporate herein by reference.

Item 1A. Risk Factors

In addition to the other information set forth in this Quarterly Report, you should carefully consider the risk factors described in Part I, Item 1A, “Risk Factors” in our Annual Report, which could materially affect our business, financial condition, and/or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

During the fiscal quarter ended March 26, 2026, the Company did not engage in any unregistered sales of any of its equity securities, and neither the Company nor any of its affiliated purchasers repurchased any of the Company’s equity securities.

On April 23, 2026, our Board of Directors approved a share repurchase program authorizing the Company to repurchase up to \$400 million of our Company’s common stock. For additional information, please refer to Part I, Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources” included in this Quarterly Report.

Item 5. Other Information

Rule 10b5-1 Trading Plans

During the fiscal quarter ended March 26, 2026, none of our directors or executive officers adopted or terminated any contract, instruction, or written plan for the purchase or sale of our securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement.”

Item 6. Exhibits

Exhibit	Exhibit Description	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
3.1	Restated Certificate of Incorporation of Floor & Decor Holdings, Inc.	8-K	001-38070	3.1	5/12/2025
3.2	Fourth Amended and Restated Bylaws of Floor & Decor Holdings, Inc.	8-K	001-38070	3.2	5/12/2025
10.1	Form of Non-CEO Performance Stock Unit Agreement under the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan#*				
10.2	Form of CEO Performance Stock Unit Agreement under the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan#*				
10.3	Form of Non-CEO Restricted Stock Unit Agreement under the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan#*				
10.4	Form of CEO Restricted Stock Unit Agreement under the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan#*				
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 CEO and CFO 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 - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document*				
101.SCH	Inline XBRL Taxonomy Extension Schema Document*				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document*				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document*				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document*				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document*				
104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document*				

Denotes a management contract or compensatory plan or arrangement.

* Filed herewith.

** These certifications are not deemed filed by the SEC and are not to be incorporated by reference in any filing we make under the Securities Act of 1933 or the Securities Exchange Act of 1934, irrespective of any general incorporation language in any filings.

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.

FLOOR & DECOR HOLDINGS, INC.

Dated: April 30, 2026

By: /s/ Bradley S. Paulsen
Bradley S. Paulsen
Chief Executive Officer
(Principal Executive Officer)

Dated: April 30, 2026

By: /s/ Bryan H. Langley
Bryan H. Langley
Executive Vice President and Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

FLOOR & DECOR HOLDINGS, INC.

Performance Stock Unit Agreement
Pursuant to the
Floor & Decor Holdings, Inc.
2017 Stock Incentive Plan

AGREEMENT (this “**Agreement**”), dated as of _____ (the “**Grant Date**”) between Floor & Decor Holdings, Inc., a Delaware corporation (the “**Company**” and, collectively with its controlled Affiliates, the “**Employer**”), and _____ (the “**Participant**”).

Preliminary Statement

Subject to the terms and conditions set forth herein, the Committee hereby grants the Participant the right to receive the number of shares of Common Stock specified in Section 1 (the “**Performance Stock Units**”), as an Eligible Employee, Consultant or Non-Employee Director, on the Grant Date pursuant to the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan, as it may be amended from time to time (the “**Plan**”). Except as otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan. By signing and returning this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

Accordingly, the parties hereto agree as follows:

1. **Grant of Performance Stock Units.** Subject to the Plan and the terms and conditions set forth herein and therein, including the conditions set forth in Section 2 hereof, the Participant is hereby granted Performance Stock Units on the Grant Date as follows. Each Performance Stock Unit represents an unfunded, unsecured right to receive one (1) share of Common Stock on the Payment Date(s) specified in Section 2(d) hereof.

Target Number of Performance Stock Units:

Maximum Number of Performance Stock Units:

2. **Vesting.**

- (a) The number of Performance Stock Units (if any) that become vested shall be determined upon the date on which the Committee determines and certifies the extent to which the performance goals set forth in Exhibit A attached hereto (the “**Performance Goals**”) have been achieved (or not) (the “**Measurement Date**”), which date shall occur as soon as practicable following the end of the Performance Period (as defined in Exhibit A attached hereto), but in no event later than 60 days following the end of the Performance Period; provided that the Participant has not incurred a Termination prior to the Measurement Date (except as otherwise set forth in this Agreement). In no event shall the number of Performance Stock Units that vest hereunder exceed the Maximum Number of Performance Stock Units indicated above. All Performance Stock Units that do not become vested as of the Measurement Date shall be automatically forfeited without consideration therefor. The Committee’s determination and certification of (i) the achievement of Performance Goals and
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(ii) the number of Performance Stock Units that vest (if any) pursuant to this Section 2(a), shall be final and binding on the Participant.

Notwithstanding anything herein to the contrary, the Committee shall have discretion to adjust the Performance Goals, or the metrics used to determine achievement of the Performance Goals, to reflect (A) a change in accounting standards or principles, (B) a significant acquisition or divestiture, (C) a significant capital transaction, (D) a change to or difference in the applicable fiscal year, or (E) any other unusual, nonrecurring or other extraordinary event or item.

(b) **Detrimental Activity.**

(i) In consideration for the grant of the Performance Stock Units and in addition to any other remedies available to the Company, the Participant acknowledges and agrees that the Performance Stock Units are subject to the provisions in the Plan regarding Detrimental Activity. If the Participant engages in any Detrimental Activity prior to, or during the two-year period after, any vesting of the Performance Stock Units, all unvested Performance Stock Units, and vested Performance Stock Units that have not been settled, shall be forfeited, without compensation, and the Committee shall be entitled to recover from the Participant (at any time within one year after such engagement in Detrimental Activity) an amount equal to the Fair Market Value as of the vesting date(s) of any Performance Stock Units that had vested and been settled in the period referred to above.

(ii) The restrictions regarding Detrimental Activity are necessary for the protection of the business and goodwill of the Company and are considered by the Participant to be reasonable for such purposes. Without intending to limit the legal or equitable remedies available in the Plan and in this Agreement, the Participant acknowledges that engaging in Detrimental Activity will cause the Company material irreparable injury for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such activity or threat thereof, the Company shall be entitled, in addition to the remedies provided under the Plan, to obtain from any court of competent jurisdiction a temporary restraining order or a preliminary or permanent injunction restraining the Participant from engaging in Detrimental Activity or such other relief as may be required to specifically enforce any of the covenants in the Plan and this Agreement without the necessity of posting a bond, and in the case of a temporary restraining order or a preliminary injunction, without having to prove special damages.

(c) **Termination; Forfeiture.** Except as provided in this Section 2(c), the Participant shall forfeit, without compensation, any and all unvested Performance Stock Units upon the Participant's Termination for any reason. Notwithstanding anything in the foregoing to the contrary, if the Participant incurs a Termination due to death or Disability, the number of Performance Stock Units that become vested shall be equal to: (i) with respect to Tranche A, (A) for any closed Sub-Performance Period, the actual Payout Percentage, (B) for any ongoing Sub-Performance Period, (I) the portion of the Tranche A Target applicable to the ongoing Sub-Performance Period, *multiplied* by (II) the percentage of the ongoing Sub-Performance Period that shall have elapsed through the date of the Participant's Termination, and (C) for any Sub-Performance Period that has not commenced, zero; and (ii) with respect to Tranche B, (A) the Tranche B Target, *multiplied* by (B) the percentage of the Tranche B Performance Period that shall have elapsed through the date of the Participant's Termination. Notwithstanding anything in the foregoing to the contrary, in the event of the Participant's

Termination by the Company without Cause, within the one (1) year period immediately following a Change in Control, the Performance Stock Units shall become vested at a Payout Percentage of 100% and shall become payable in accordance with Section 2(d), in each case subject to and conditioned upon, (i) the Participant's continued compliance with all confidentiality obligations and restrictive covenants to which the Participant is subject, and (ii) the Participant's timely execution and delivery (without revocation) to the Company of a general release of all claims of any kind that the Participant has or may have against the Company and its Affiliates and their respective officers, directors, employees, shareholders, agents, representatives, and advisors (in a form satisfactory to the Company and that is delivered to the Participant no later than the date of the Participant's Termination), within twenty-one (21) days (or such longer period as may be required by law).

- (d) **Payment.** The Company shall, as soon as reasonably practicable following the earliest of (i) the Measurement Date and (ii) the date the Performance Stock Units otherwise become vested in accordance with Section 2(c) (and in no event later than March 15th of the calendar year following the calendar year in which the applicable date occurs) (each, a "**Payment Date**"), deliver (or cause to be delivered) to the Participant one share of Common Stock with respect to each vested Performance Stock Unit, as settlement of such Performance Stock Unit and each such Performance Stock Unit shall thereafter be cancelled.
- (e) **Withholding.** Unless otherwise directed or permitted by the Committee, the Participant shall pay or provide for all applicable withholding taxes in respect of the settlement of the Performance Stock Units by (i) remitting the aggregate amount of such taxes to the Company in full, by cash, or by check, bank draft or money order payable to the order of the Company, (ii) to the extent permitted by the Company, having the Employer withhold, from shares of Common Stock delivered upon settlement of the Performance Stock Units, a number of whole shares of Common Stock having a Fair Market Value equal to an amount necessary to satisfy all required federal, state, local and other non-U.S. withholding obligations using up to the maximum statutory withholding rates, as determined by the Company, for federal, state, local or non-U.S. tax purposes, including payroll taxes, or (iii) to the extent permitted by the Company, by making arrangements with the Company to have such taxes withheld from other compensation due to the Participant.

3. **Dividend Equivalents.** With respect to ordinary cash dividends in respect of shares of Common Stock covered by any outstanding Performance Stock Units, Participant will have the right to receive an amount in cash equal to the product of (i) the amount of any ordinary cash dividend paid with respect to a share of Common Stock on or after the Grant Date and on or prior to the earlier to occur of (A) the Payment Date, or (B) the termination or forfeiture for any reason of the outstanding Performance Stock Units, multiplied by (ii) the number of shares of Common Stock covered by such Performance Stock Units (a "**Dividend Equivalent**"). A Dividend Equivalent shall be subject to the same vesting restrictions and payment conditions as the Performance Stock Units to which such Dividend Equivalent relates, as set forth in Section 2(a) and subject to Section 2(c). Any Dividend Equivalents in respect of Performance Stock Units that do not vest, shall be forfeited and retained by the Company. For the avoidance of doubt, (I) if a Performance Stock Unit does not ultimately become vested hereunder, no Dividend Equivalent payments shall be made with respect to such unvested Performance Stock Unit, and (II) in no event shall a Dividend Equivalent be paid that would result in Participant receiving both the Dividend Equivalent and the actual dividend with respect to a Performance Stock Units and the corresponding share of Common Stock.

4. **Termination and Change in Control.** Except as expressly provided in Section 2(c), the provisions in the Plan regarding Termination and Change in Control shall apply to the Performance Stock Units.

5. **Performance Stock Unit Transfer Restrictions.** Unless otherwise determined by the Committee, Performance Stock Units may not be directly or indirectly transferred, sold, assigned, pledged, hypothecated, encumbered or otherwise disposed of whether for value or for no value and whether voluntarily or involuntarily (including by operation of law) by the Participant (a "**Transfer**") other than by will or by the laws of descent and distribution, and any other purported Transfer shall be void and unenforceable against the Company and its Affiliates.

6. **Provisions of Plan Control.** This Agreement is subject to all the terms, conditions and provisions of the Plan, including the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. If and to the extent that this Agreement conflicts or is inconsistent with the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly.

7. **Notices.** All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and sent to the party to which the notice, demand or request is being made:

- (a) unless otherwise specified by the Company in a notice delivered by the Company in accordance with this Section 7, any notice required to be delivered to the Company shall be properly delivered if delivered to:

Floor & Decor Holdings, Inc.
2500 Windy Ridge Parkway, SE
Atlanta, GA 30339
Attention: Chief Legal Officer
Telephone: (404) 471-1634
Facsimile: (404) 393-3540

- (b) if to the Participant, to the address on file with the Employer.

Any notice, demand or request, if made in accordance with this Section 7 shall be deemed to have been duly given: (i) when delivered in person; (ii) three days after being sent by United States mail; or (iii) on the first business day following the date of deposit if delivered by a nationally recognized overnight delivery service.

8. **No Right to Employment/Consultancy/Directorship.** This Agreement shall not give the Participant or other Person any right to employment, consultancy or directorship by the Employer, or limit in any way the right of the Employer to terminate the Participant's employment, consultancy or directorship at any time.

9. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO OR THEIR RESPECTIVE AFFILIATES PURSUANT TO THE PLAN OR THIS AGREEMENT OR IN

THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THE PLAN OR THIS AGREEMENT.

10. **Dispute Resolution.** All controversies and claims arising out of or relating to this Agreement, or the breach hereof, shall be settled by the Employer's mandatory dispute resolution procedures as may be in effect from time to time with respect to matters arising out of or relating to Participant's employment with the Employer.

11. **Severability of Provisions.** If at any time any of the provisions of this Agreement shall be held invalid or unenforceable, or are prohibited by the laws of the jurisdiction where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of the activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement and the Company and the Participant agree that the provisions of this Agreement, as so amended, shall be valid and binding as though any invalid or unenforceable provisions had not been included.

12. **Governing Law.** All matters arising out of or relating to this Agreement and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws.

13. **Section 409A.** Although the Company makes no guarantee with respect to the tax treatment of the Performance Stock Units, the award of Performance Stock Units and Dividend Equivalents pursuant to this Agreement is intended to comply with, or to be exempt from, Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. The Performance Stock Units and Dividend Equivalents shall be limited, construed and interpreted in accordance with such intent; provided that the Employer does not guarantee to the Participant any particular tax treatment of the Performance Stock Units or Dividend Equivalents. In no event whatsoever shall the Employer be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. Dividend Equivalents shall be treated separately from the Performance Stock Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A of the Code.

14. **Interpretation.** Unless a clear contrary intention appears: (a) the defined terms herein shall apply equally to both the singular and plural forms of such terms; (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by the Plan or this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (c) any pronoun shall include the corresponding masculine, feminine and neuter forms; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any law, rule or regulation means such law, rule or regulation as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law, rule or regulation means that provision of such law, rule or regulation from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision hereof; (g) numbered or lettered articles, sections and subsections herein contained refer

to articles, sections and subsections of this Agreement; (h) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; (i) “or” is used in the inclusive sense of “and/or”; (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and (k) reference to dollars or \$ shall be deemed to refer to U.S. dollars.

15. **No Strict Construction.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FLOOR & DECOR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

PARTICIPANT

By: _____
Name: _____

FLOOR & DECOR HOLDINGS, INC.

**Performance Stock Unit Agreement
Pursuant to the
Floor & Decor Holdings, Inc.
2017 Stock Incentive Plan**

AGREEMENT (this “**Agreement**”), dated as of _____, (the “**Grant Date**”) between Floor & Decor Holdings, Inc., a Delaware corporation (the “**Company**” and, collectively with its controlled Affiliates, the “**Employer**”), and _____ (the “**Participant**”).

Preliminary Statement

Subject to the terms and conditions set forth herein, the Committee hereby grants the Participant the right to receive the number of shares of Common Stock specified in Section 1 (the “**Performance Stock Units**”), as an Eligible Employee, Consultant or Non-Employee Director, on the Grant Date pursuant to the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan, as it may be amended from time to time (the “**Plan**”). Except as otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan. By signing and returning this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

Accordingly, the parties hereto agree as follows:

1. **Grant of Performance Stock Units.** Subject to the Plan and the terms and conditions set forth herein and therein, including the conditions set forth in Section 2 hereof, the Participant is hereby granted Performance Stock Units on the Grant Date as follows. Each Performance Stock Unit represents an unfunded, unsecured right to receive one (1) share of Common Stock on the Payment Date(s) specified in Section 2(d) hereof.

Target Number of Performance Stock Units:

Maximum Number of Performance Stock Units:

2. **Vesting.**

(a) The number of Performance Stock Units (if any) that become vested shall be determined upon the date on which the Committee determines and certifies the extent to which the performance goals set forth in Exhibit A attached hereto (the “**Performance Goals**”) have been achieved (or not) (the “**Measurement Date**”), which date shall occur as soon as practicable following the end of the Performance Period (as defined in Exhibit A attached hereto), but in no event later than 60 days following the end of the Performance Period; provided that the Participant has not incurred a Termination prior to the Measurement Date (except as otherwise set forth in this Agreement). In no event shall the number of Performance Stock Units that vest hereunder exceed the Maximum Number of Performance Stock Units indicated above. All Performance Stock Units that do not become vested as of the Measurement Date shall be automatically forfeited without consideration therefor. The Committee’s determination and certification of (i) the achievement of Performance Goals and

(ii) the number of Performance Stock Units that vest (if any) pursuant to this Section 2(a), shall be final and binding on the Participant.

Notwithstanding anything herein to the contrary, the Committee shall have discretion to adjust the Performance Goals, or the metrics used to determine achievement of the Performance Goals, to reflect (A) a change in accounting standards or principles, (B) a significant acquisition or divestiture, (C) a significant capital transaction, (D) a change to or difference in the applicable fiscal year, or (E) any other unusual, nonrecurring or other extraordinary event or item.

(b) Detrimental Activity.

(i) In consideration for the grant of the Performance Stock Units and in addition to any other remedies available to the Company, the Participant acknowledges and agrees that the Performance Stock Units are subject to the provisions in the Plan regarding Detrimental Activity. If the Participant engages in any Detrimental Activity prior to, or during the two-year period after, any vesting of the Performance Stock Units, all unvested Performance Stock Units, and vested Performance Stock Units that have not been settled, shall be forfeited, without compensation, and the Committee shall be entitled to recover from the Participant (at any time within one year after such engagement in Detrimental Activity) an amount equal to the Fair Market Value as of the vesting date(s) of any Performance Stock Units that had vested and been settled in the period referred to above.

(ii) The restrictions regarding Detrimental Activity are necessary for the protection of the business and goodwill of the Company and are considered by the Participant to be reasonable for such purposes. Without intending to limit the legal or equitable remedies available in the Plan and in this Agreement, the Participant acknowledges that engaging in Detrimental Activity will cause the Company material irreparable injury for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such activity or threat thereof, the Company shall be entitled, in addition to the remedies provided under the Plan, to obtain from any court of competent jurisdiction a temporary restraining order or a preliminary or permanent injunction restraining the Participant from engaging in Detrimental Activity or such other relief as may be required to specifically enforce any of the covenants in the Plan and this Agreement without the necessity of posting a bond, and in the case of a temporary restraining order or a preliminary injunction, without having to prove special damages.

(c) Termination; Forfeiture. Except as provided in this Section 2(c), the Participant shall forfeit, without compensation, any and all unvested Performance Stock Units upon the Participant's Termination for any reason (for the avoidance of doubt, in the event that the Participant becomes a Consultant or a Non-Employee Director upon the termination of his employment, unless otherwise determined by the Committee no Termination of Employment shall be deemed to occur until such time as such Eligible Employee is no longer an Eligible Employee, a Consultant or a Non-Employee Director). Notwithstanding anything in the foregoing to the contrary, if the Participant incurs a Termination due to death or Disability, the number of Performance Stock Units that become vested shall be equal to: (i) with respect to Tranche A, (A) for any closed Sub-Performance Period, the actual Payout Percentage, (B) for any ongoing Sub-Performance Period, (I) the portion of the Tranche A Target applicable to the ongoing Sub-Performance Period, *multiplied* by (II) the percentage of the ongoing Sub-Performance Period that shall have elapsed through the date of the Participant's Termination,

and (C) for any Sub-Performance Period that has not commenced, zero; and (ii) with respect to Tranche B, (A) the Tranche B Target, *multiplied* by (B) the percentage of the Tranche B Performance Period that shall have elapsed through the date of the Participant's Termination. Notwithstanding anything in the foregoing to the contrary, in the event of the Participant's Termination by the Company without Cause or due to the Participant's Termination for Good Reason (as defined in such Participant's applicable Employment Agreement), in each case within the one (1) year period immediately following a Change in Control, the Performance Stock Units shall become vested at a Payout Percentage of 100% and shall become payable in accordance with Section 2(d), in each case subject to and conditioned upon, (i) the Participant's continued compliance with all confidentiality obligations and restrictive covenants to which the Participant is subject, and (ii) the Participant's timely execution and delivery (without revocation) to the Company of a general release of all claims of any kind that the Participant has or may have against the Company and its Affiliates and their respective officers, directors, employees, shareholders, agents, representatives, and advisors (in a form satisfactory to the Company and that is delivered to the Participant no later than the date of the Participant's Termination), within twenty-one (21) days (or such longer period as may be required by law).

(d) **Payment.** The Company shall, as soon as reasonably practicable following the earliest of (i) the Measurement Date and (ii) the date the Performance Stock Units otherwise become vested in accordance with Section 2(c) (and in no event later than March 15th of the calendar year following the calendar year in which the applicable date occurs) (each, a "**Payment Date**"), deliver (or cause to be delivered) to the Participant one share of Common Stock with respect to each vested Performance Stock Unit, as settlement of such Performance Stock Unit and each such Performance Stock Unit shall thereafter be cancelled.

(e) **Withholding.** Unless otherwise directed or permitted by the Committee, the Participant shall pay or provide for all applicable withholding taxes in respect of the settlement of the Performance Stock Units by (i) remitting the aggregate amount of such taxes to the Company in full, by cash, or by check, bank draft or money order payable to the order of the Company, (ii) to the extent permitted by the Company, having the Employer withhold, from shares of Common Stock delivered upon settlement of the Performance Stock Units, a number of whole shares of Common Stock having a Fair Market Value equal to an amount necessary to satisfy all required federal, state, local and other non-U.S. withholding obligations using up to the maximum statutory withholding rates, as determined by the Company, for federal, state, local or non-U.S. tax purposes, including payroll taxes, or (iii) to the extent permitted by the Company, by making arrangements with the Company to have such taxes withheld from other compensation due to the Participant.

3. **Dividend Equivalents.** With respect to ordinary cash dividends in respect of shares of Common Stock covered by any outstanding Performance Stock Units, Participant will have the right to receive an amount in cash equal to the product of (i) the amount of any ordinary cash dividend paid with respect to a share of Common Stock on or after the Grant Date and on or prior to the earlier to occur of (A) the Payment Date, or (B) the termination or forfeiture for any reason of the outstanding Performance Stock Units, multiplied by (ii) the number of shares of Common Stock covered by such Performance Stock Units (a "**Dividend Equivalent**"). A Dividend Equivalent shall be subject to the same vesting restrictions and payment conditions as the Performance Stock Units to which such Dividend Equivalent relates, as set forth in Section 2(a) and subject to Section 2(c). Any Dividend Equivalents in respect of Performance Stock Units that do not vest, shall be forfeited and retained by the Company. For the

avoidance of doubt, (I) if a Performance Stock Unit does not ultimately become vested hereunder, no Dividend Equivalent payments shall be made with respect to such unvested Performance Stock Unit, and (II) in no event shall a Dividend Equivalent be paid that would result in Participant receiving both the Dividend Equivalent and the actual dividend with respect to a Performance Stock Units and the corresponding share of Common Stock.

4. **Termination and Change in Control.** Except as expressly provided in Section 2(c), the provisions in the Plan regarding Termination and Change in Control shall apply to the Performance Stock Units.

5. **Performance Stock Unit Transfer Restrictions.** Unless otherwise determined by the Committee, Performance Stock Units may not be directly or indirectly transferred, sold, assigned, pledged, hypothecated, encumbered or otherwise disposed of whether for value or for no value and whether voluntarily or involuntarily (including by operation of law) by the Participant (a "**Transfer**") other than by will or by the laws of descent and distribution, and any other purported Transfer shall be void and unenforceable against the Company and its Affiliates.

6. **Provisions of Plan Control.** This Agreement is subject to all the terms, conditions and provisions of the Plan, including the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. If and to the extent that this Agreement conflicts or is inconsistent with the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly.

7. **Notices.** All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and sent to the party to which the notice, demand or request is being made:

- (a) unless otherwise specified by the Company in a notice delivered by the Company in accordance with this Section 7, any notice required to be delivered to the Company shall be properly delivered if delivered to:

Floor & Decor Holdings, Inc.
2500 Windy Ridge Parkway, SE
Atlanta, GA 30339
Attention: Chief Legal Officer
Telephone: (404) 471-1634
Facsimile: (404) 393-3540

- (b) if to the Participant, to the address on file with the Employer.

Any notice, demand or request, if made in accordance with this Section 7 shall be deemed to have been duly given: (i) when delivered in person; (ii) three days after being sent by United States mail; or (iii) on the first business day following the date of deposit if delivered by a nationally recognized overnight delivery service.

8. **No Right to Employment/Consultancy/Directorship.** This Agreement shall not give the Participant or other Person any right to employment, consultancy or directorship by the Employer, or limit in any way the right of the Employer to terminate the Participant's employment, consultancy or directorship at any time.

9. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO OR THEIR RESPECTIVE AFFILIATES PURSUANT TO THE PLAN OR THIS AGREEMENT OR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THE PLAN OR THIS AGREEMENT.

10. **Dispute Resolution.** All controversies and claims arising out of or relating to this Agreement, or the breach hereof, shall be settled by the Employer's mandatory dispute resolution procedures as may be in effect from time to time with respect to matters arising out of or relating to Participant's employment with the Employer.

11. **Severability of Provisions.** If at any time any of the provisions of this Agreement shall be held invalid or unenforceable, or are prohibited by the laws of the jurisdiction where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of the activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement and the Company and the Participant agree that the provisions of this Agreement, as so amended, shall be valid and binding as though any invalid or unenforceable provisions had not been included.

12. **Governing Law.** All matters arising out of or relating to this Agreement and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws.

13. **Section 409A.** Although the Company makes no guarantee with respect to the tax treatment of the Performance Stock Units, the award of Performance Stock Units and Dividend Equivalents pursuant to this Agreement is intended to comply with, or to be exempt from, Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. The Performance Stock Units and Dividend Equivalents shall be limited, construed and interpreted in accordance with such intent; provided that the Employer does not guarantee to the Participant any particular tax treatment of the Performance Stock Units or Dividend Equivalents. In no event whatsoever shall the Employer be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. Dividend Equivalents shall be treated separately from the Performance Stock Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A of the Code.

14. **Interpretation.** Unless a clear contrary intention appears: (a) the defined terms herein shall apply equally to both the singular and plural forms of such terms; (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by the Plan or this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (c) any pronoun shall include the corresponding masculine, feminine and neuter forms; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any law, rule or regulation means such law, rule or regulation as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from

time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law, rule or regulation means that provision of such law, rule or regulation from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (f) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision hereof; (g) numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement; (h) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; (i) “or” is used in the inclusive sense of “and/or”; (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and (k) reference to dollars or \$ shall be deemed to refer to U.S. dollars.

15. **No Strict Construction**. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FLOOR & DECOR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

PARTICIPANT

By: _____
Name: _____

FLOOR & DECOR HOLDINGS, INC.

**Restricted Stock Unit Agreement
Pursuant to the
Floor & Decor Holdings, Inc.
2017 Stock Incentive Plan**

AGREEMENT (this “**Agreement**”), dated as of _____ (the “**Grant Date**”) between Floor & Decor Holdings, Inc., a Delaware corporation (the “**Company**” and, collectively with its controlled Affiliates, the “**Employer**”), and _____ (the “**Participant**”).

Preliminary Statement

Subject to the terms and conditions set forth herein, the Committee hereby grants the Participant the right to receive the number of shares of Common Stock specified in Section 1 (the “**Restricted Stock Units**”), as an Eligible Employee, Consultant or Non-Employee Director, on the Grant Date pursuant to the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan, as it may be amended from time to time (the “**Plan**”). Except as otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan. By signing and returning this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

Accordingly, the parties hereto agree as follows:

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Restricted Stock Units.** Subject in all respects to the Plan and the terms and conditions set forth herein and therein, effective on the Grant Date, the Company hereby awards to the Participant ____ Restricted Stock Units. Each Restricted Stock Unit represents an unfunded, unsecured right to receive a share of Common Stock on the Payment Date(s) specified in Section 2(d) hereof.

2. **Vesting.**

(a) The Restricted Stock Units granted pursuant to Section 1 shall vest on the dates (each a “**Vesting Date**”) and in the cumulative number of Restricted Stock Units provided in the table below, rounded to the nearest whole Restricted Stock Unit; provided that the Participant has been continuously employed through the applicable Vesting Date. There shall be no proportionate or partial vesting in the periods between the vesting dates.

<u>Vesting Date</u>	<u>Cumulative Vested Percentage</u>
First anniversary of the Grant Date	33.33%
Second anniversary of the Grant Date	66.67%
Third anniversary of the Grant Date	100%

(b) **Detrimental Activity.**

(i) In consideration for the grant of the Restricted Stock Units and in addition to any other remedies available to the Company, the Participant acknowledges and agrees that the Restricted Stock Units are subject to the provisions in the Plan regarding Detrimental Activity. If the Participant engages in any Detrimental Activity prior to, or during the one-year period after, any vesting of Restricted Stock Units, all unvested Restricted Stock Units or vested Restricted Stock Units that have not been settled, shall be forfeited, without compensation, and the Committee shall be entitled to recover from the Participant (at any time within one year after such engagement in Detrimental Activity) an amount equal to the Fair Market Value as of the vesting date(s) of any Restricted Stock Units that had vested and been settled in the period referred to above.

(ii) The restrictions regarding Detrimental Activity are necessary for the protection of the business and goodwill of the Company and are considered by the Participant to be reasonable for such purposes. Without intending to limit the legal or equitable remedies available in the Plan and in this Agreement, the Participant acknowledges that engaging in Detrimental Activity will cause the Company material irreparable injury for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such activity or threat thereof, the Company shall be entitled, in addition to the remedies provided under the Plan, to obtain from any court of competent jurisdiction a temporary restraining order or a preliminary or permanent injunction restraining the Participant from engaging in Detrimental Activity or such other relief as may be required to specifically enforce any of the covenants in the Plan and this Agreement without the necessity of posting a bond, and in the case of a temporary restraining order or a preliminary injunction, without having to prove special damages.

(c) **Termination; Forfeiture.** Except as expressly provided in this Section 2(c), the Participant shall forfeit to the Company, without compensation, any and all unvested Restricted Stock Units upon the Participant's Termination for any reason. Notwithstanding the foregoing, if the Participant incurs a Termination due to death or Disability, any unvested portion of the Restricted Stock Units shall vest on such Termination, which shall be a Vesting Date. Notwithstanding anything in the foregoing to the contrary, in the event of the Participant's Termination by the Company without Cause within the one (1) year period immediately following a Change in Control, the Restricted Stock Units shall become one hundred percent (100%) vested and shall become payable in accordance with Section 2(d), in each case subject to and conditioned upon, (i) the Participant's continued compliance with all confidentiality obligations and restrictive covenants to which the Participant is subject, and (ii) the Participant's timely execution and delivery (without revocation) to the Company of a general release of all claims of any kind that the Participant has or may have against the Company and its Affiliates and their respective officers, directors, employees, shareholders, agents, representatives, and advisors (in a form satisfactory to the Company and that is delivered to the Participant no later than the date of the Participant's Termination), within twenty-one (21) days (or such longer period as may be required by law).

(d) **Payment.** The Company shall, as soon as reasonably practicable following a Vesting Date (and in no event later than March 15th of the calendar year following the calendar year in which the applicable Vesting Date occurs) (each, a "**Payment Date**"), deliver (or cause to be delivered) to

the Participant one share of Common Stock with respect to each vested Restricted Stock Unit, as settlement of such Restricted Stock Unit and each such Restricted Stock Unit shall thereafter be cancelled.

(e) **Withholding.** Unless otherwise directed or permitted by the Committee, the Participant shall pay or provide for all applicable withholding taxes in respect of the vesting of the Restricted Stock Units by (i) remitting the aggregate amount of such taxes to the Company in full, by cash, or by check, bank draft or money order payable to the order of the Company, (ii) to the extent permitted by the Company, having the Employer withhold, from shares of Common Stock delivered upon settlement of the Restricted Stock Units, a number of whole shares of Common Stock having a Fair Market Value equal to an amount necessary to satisfy all required federal, state, local and other non-U.S. withholding obligations using up to the maximum statutory withholding rates, as determined by the Company, for federal, state, local or non-U.S. tax purposes, including payroll taxes, or (iii) to the extent permitted by the Company, by making arrangements with the Company to have such taxes withheld from other compensation due to the Participant.

3. **Dividend Equivalents.** With respect to ordinary cash dividends in respect of shares of Common Stock covered by any outstanding Restricted Stock Units, Participant will have the right to receive an amount in cash equal to (i) the amount of any ordinary cash dividend paid with respect to a share of Common Stock on or after the Grant Date and on or prior to the earlier to occur of (A) the Payment Date, or (B) the termination or forfeiture for any reason of the outstanding Restricted Stock Units, multiplied by (ii) the number of shares of Common Stock covered by such Restricted Stock Units (a “**Dividend Equivalent**”). A Dividend Equivalent shall be subject to the same vesting restrictions as the Restricted Stock Units to which such Dividend Equivalent relates, as set forth in Section 2(a). Unless otherwise determined by the Committee, Dividend Equivalents will be held, without interest thereon, until delivered to the Participant within 30 days after the date the Restricted Stock Units to which such Dividend Equivalents related vest, in each case, subject to Section 2(e) of this Agreement. Any Dividend Equivalents in respect of Restricted Stock Units that do not vest, shall be forfeited and retained by the Company. For the avoidance of doubt, (I) if a Restricted Stock Unit is not ultimately earned hereunder, no Dividend Equivalent payments shall be made with respect to such unearned Restricted Stock Unit, and (II) in no event shall a Dividend Equivalent be paid that would result in Participant receiving both the Dividend Equivalent and the actual dividend with respect to a Restricted Stock Unit and the corresponding share of Common Stock.

4. **Termination and Change in Control.** Except as expressly provided in Section 2(c), the provisions in the Plan regarding Termination and Change in Control shall apply to the Restricted Stock Units.

5. **Restricted Stock Unit Transfer Restrictions.** Unless otherwise determined by the Committee, Restricted Stock Units may not be directly or indirectly transferred, sold, assigned, pledged, hypothecated, encumbered or otherwise disposed of whether for value or for no value and whether voluntarily or involuntarily (including by operation of law) by the Participant (a “**Transfer**”) other than by will or by the laws of descent and distribution, and any other purported Transfer shall be void and unenforceable against the Company and its Affiliates.

6. **Rights as a Stockholder.** The Participant shall have no rights as a stockholder with respect to shares of Common Stock covered by Restricted Stock Units.

7. **Provisions of Plan Control.** This Agreement is subject to all the terms, conditions and provisions of the Plan, including the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Committee and as may be in effect from time

to time. The Plan is incorporated herein by reference. If and to the extent that this Agreement conflicts or is inconsistent with the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly.

8. **Notices.** All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and sent to the party to which the notice, demand or request is being made:

(a) unless otherwise specified by the Company in a notice delivered by the Company in accordance with this Section 8, any notice required to be delivered to the Company shall be properly delivered if delivered to:

Floor & Decor Holdings, Inc.
2500 Windy Ridge Parkway, SE
Atlanta, GA 30339
Attention: Chief Legal Officer
Telephone: (404) 471-1634
Facsimile: (404) 393-3540

(b) if to the Participant, to the address on file with the Employer.

Any notice, demand or request, if made in accordance with this Section 8 shall be deemed to have been duly given: (i) when delivered in person; (ii) three days after being sent by United States mail; or (iii) on the first business day following the date of deposit if delivered by a nationally recognized overnight delivery service.

9. **No Right to Employment/Consultancy/Directorship.** This Agreement shall not give the Participant or other Person any right to employment, consultancy or directorship by the Employer, or limit in any way the right of the Employer to terminate the Participant's employment, consultancy or directorship at any time.

10. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO OR THEIR RESPECTIVE AFFILIATES PURSUANT TO THE PLAN OR THIS AGREEMENT OR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THE PLAN OR THIS AGREEMENT.

11. **Dispute Resolution.** All controversies and claims arising out of or relating to this Agreement, or the breach hereof, shall be settled by the Employer's mandatory dispute resolution procedures as may be in effect from time to time with respect to matters arising out of or relating to Participant's employment with the Employer.

12. **Severability of Provisions.** If at any time any of the provisions of this Agreement shall be held invalid or unenforceable, or are prohibited by the laws of the jurisdiction where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of the activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this

Agreement and the Company and the Participant agree that the provisions of this Agreement, as so amended, shall be valid and binding as though any invalid or unenforceable provisions had not been included.

13. **Governing Law.** All matters arising out of or relating to this Agreement and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws.

14. **Section 409A.** Although the Company makes no guarantee with respect to the tax treatment of the Restricted Stock Units, the award of Restricted Stock Units and Dividend Equivalents pursuant to this Agreement is intended to comply with, or to be exempt from, Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. The Restricted Stock Units and Dividend Equivalents shall be limited, construed and interpreted in accordance with such intent; provided that the Employer does not guarantee to the Participant any particular tax treatment of the Restricted Stock Units or Dividend Equivalents. In no event whatsoever shall the Employer be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. Dividend Equivalents shall be treated separately from the Restricted Stock Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A of the Code. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may the Participant, directly or indirectly, designate the calendar year of any payment to be made under this Agreement.

15. **Interpretation.** Unless a clear contrary intention appears: (a) the defined terms herein shall apply equally to both the singular and plural forms of such terms; (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by the Plan or this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (c) any pronoun shall include the corresponding masculine, feminine and neuter forms; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any law, rule or regulation means such law, rule or regulation as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law, rule or regulation means that provision of such law, rule or regulation from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision hereof; (g) numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement; (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (i) "or" is used in the inclusive sense of "and/or"; (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and (k) reference to dollars or \$ shall be deemed to refer to U.S. dollars.

16. **No Strict Construction.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FLOOR & DECOR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

PARTICIPANT

By: _____
Name: _____

FLOOR & DECOR HOLDINGS, INC.

**Restricted Stock Unit Agreement
Pursuant to the
Floor & Decor Holdings, Inc.
2017 Stock Incentive Plan**

AGREEMENT (this “**Agreement**”), dated as of _____ (the “**Grant Date**”) between Floor & Decor Holdings, Inc., a Delaware corporation (the “**Company**”) and, collectively with its controlled Affiliates, the “**Employer**”), and _____ (the “**Participant**”).

Preliminary Statement

Subject to the terms and conditions set forth herein, the Committee hereby grants the Participant the right to receive the number of shares of Common Stock specified in Section 1 (the “**Restricted Stock Units**”), as an Eligible Employee, Consultant or Non-Employee Director, on the Grant Date pursuant to the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan, as it may be amended from time to time (the “**Plan**”). Except as otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan. By signing and returning this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

Accordingly, the parties hereto agree as follows:

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Restricted Stock Units.** Subject in all respects to the Plan and the terms and conditions set forth herein and therein, effective on the Grant Date, the Company hereby awards to the Participant _____ Restricted Stock Units. Each Restricted Stock Unit represents an unfunded, unsecured right to receive a share of Common Stock on the Payment Date(s) specified in Section 2(d) hereof.

2. **Vesting.**

(a) The Restricted Stock Units granted pursuant to Section 1 shall vest on the dates (each a “**Vesting Date**”) and in the cumulative number of Restricted Stock Units provided in the table below, rounded to the nearest whole Restricted Stock Unit; provided that the Participant has been continuously employed through the applicable Vesting Date. There shall be no proportionate or partial vesting in the periods between the vesting dates.

<u>Vesting Date</u>	<u>Cumulative Vested Percentage</u>
First anniversary of the Grant Date	33.33%
Second anniversary of the Grant Date	66.67%
Third anniversary of the Grant Date	100%

(b) **Detrimental Activity.**

(i) In consideration for the grant of the Restricted Stock Units and in addition to any other remedies available to the Company, the Participant acknowledges and agrees that the Restricted Stock Units are subject to the provisions in the Plan regarding Detrimental Activity. If the Participant engages in any Detrimental Activity prior to, or during the one-year period after, any vesting of Restricted Stock Units, all unvested Restricted Stock Units or vested Restricted Stock Units that have not been settled, shall be forfeited, without compensation, and the Committee shall be entitled to recover from the Participant (at any time within one year after such engagement in Detrimental Activity) an amount equal to the Fair Market Value as of the vesting date(s) of any Restricted Stock Units that had vested and been settled in the period referred to above.

(ii) The restrictions regarding Detrimental Activity are necessary for the protection of the business and goodwill of the Company and are considered by the Participant to be reasonable for such purposes. Without intending to limit the legal or equitable remedies available in the Plan and in this Agreement, the Participant acknowledges that engaging in Detrimental Activity will cause the Company material irreparable injury for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such activity or threat thereof, the Company shall be entitled, in addition to the remedies provided under the Plan, to obtain from any court of competent jurisdiction a temporary restraining order or a preliminary or permanent injunction restraining the Participant from engaging in Detrimental Activity or such other relief as may be required to specifically enforce any of the covenants in the Plan and this Agreement without the necessity of posting a bond, and in the case of a temporary restraining order or a preliminary injunction, without having to prove special damages.

(c) **Termination; Forfeiture.** Except as expressly provided in this Section 2(c), the Participant shall forfeit to the Company, without compensation, any and all unvested Restricted Stock Units upon the Participant's Termination for any reason. Notwithstanding the foregoing, if the Participant incurs a Termination due to death or Disability, any unvested portion of the Restricted Stock Units shall vest on such Termination, which shall be a Vesting Date. Notwithstanding anything in the foregoing to the contrary, in the event of the Participant's Termination by the Company without Cause or due to the Participant's Termination for Good Reason (as defined within the Participant's employment agreement with the Company), in each case within the one (1) year period immediately following a Change in Control, the Restricted Stock Units shall become one hundred percent (100%) vested and shall become payable in accordance with Section 2(d), in each case subject to and conditioned upon, (i) the Participant's continued compliance with all confidentiality obligations and restrictive covenants to which the Participant is subject, and (ii) the Participant's timely execution and delivery (without revocation) to the Company of a general release of all claims of any kind that the Participant has or may have against the Company and its Affiliates and their respective officers, directors, employees, shareholders, agents, representatives, and advisors (in a form satisfactory to the Company and that is delivered to the Participant no later than the date of the Participant's Termination), within twenty-one (21) days (or such longer period as may be required by law).

(d) **Payment.** The Company shall, as soon as reasonably practicable following a Vesting Date (and in no event later than March 15th of the calendar year following the calendar year in which the applicable Vesting Date occurs) (each, a "**Payment Date**"), deliver (or cause to be delivered) to

the Participant one share of Common Stock with respect to each vested Restricted Stock Unit, as settlement of such Restricted Stock Unit and each such Restricted Stock Unit shall thereafter be cancelled.

(e) **Withholding.** Unless otherwise directed or permitted by the Committee, the Participant shall pay or provide for all applicable withholding taxes in respect of the vesting of the Restricted Stock Units by (i) remitting the aggregate amount of such taxes to the Company in full, by cash, or by check, bank draft or money order payable to the order of the Company, (ii) to the extent permitted by the Company, having the Employer withhold, from shares of Common Stock delivered upon settlement of the Restricted Stock Units, a number of whole shares of Common Stock having a Fair Market Value equal to an amount necessary to satisfy all required federal, state, local and other non-U.S. withholding obligations using up to the maximum statutory withholding rates, as determined by the Company, for federal, state, local or non-U.S. tax purposes, including payroll taxes, or (iii) to the extent permitted by the Company, by making arrangements with the Company to have such taxes withheld from other compensation due to the Participant.

3. **Dividend Equivalents.** With respect to ordinary cash dividends in respect of shares of Common Stock covered by any outstanding Restricted Stock Units, Participant will have the right to receive an amount in cash equal to (i) the amount of any ordinary cash dividend paid with respect to a share of Common Stock on or after the Grant Date and on or prior to the earlier to occur of (A) the Payment Date, or (B) the termination or forfeiture for any reason of the outstanding Restricted Stock Units, multiplied by (ii) the number of shares of Common Stock covered by such Restricted Stock Units (a “**Dividend Equivalent**”). A Dividend Equivalent shall be subject to the same vesting restrictions as the Restricted Stock Units to which such Dividend Equivalent relates, as set forth in Section 2(a). Unless otherwise determined by the Committee, Dividend Equivalents will be held, without interest thereon, until delivered to the Participant within 30 days after the date the Restricted Stock Units to which such Dividend Equivalents related vest, in each case, subject to Section 2(e) of this Agreement. Any Dividend Equivalents in respect of Restricted Stock Units that do not vest, shall be forfeited and retained by the Company. For the avoidance of doubt, (I) if a Restricted Stock Unit is not ultimately earned hereunder, no Dividend Equivalent payments shall be made with respect to such unearned Restricted Stock Unit, and (II) in no event shall a Dividend Equivalent be paid that would result in Participant receiving both the Dividend Equivalent and the actual dividend with respect to a Restricted Stock Unit and the corresponding share of Common Stock.

4. **Termination and Change in Control.** Except as expressly provided in Section 2(c), the provisions in the Plan regarding Termination and Change in Control shall apply to the Restricted Stock Units.

5. **Restricted Stock Unit Transfer Restrictions.** Unless otherwise determined by the Committee, Restricted Stock Units may not be directly or indirectly transferred, sold, assigned, pledged, hypothecated, encumbered or otherwise disposed of whether for value or for no value and whether voluntarily or involuntarily (including by operation of law) by the Participant (a “**Transfer**”) other than by will or by the laws of descent and distribution, and any other purported Transfer shall be void and unenforceable against the Company and its Affiliates.

6. **Rights as a Stockholder.** The Participant shall have no rights as a stockholder with respect to shares of Common Stock covered by Restricted Stock Units.

7. **Provisions of Plan Control.** This Agreement is subject to all the terms, conditions and provisions of the Plan, including the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Committee and as may be in effect from time

to time. The Plan is incorporated herein by reference. If and to the extent that this Agreement conflicts or is inconsistent with the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly.

8. **Notices.** All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and sent to the party to which the notice, demand or request is being made:

(a) unless otherwise specified by the Company in a notice delivered by the Company in accordance with this Section 8, any notice required to be delivered to the Company shall be properly delivered if delivered to:

Floor & Decor Holdings, Inc.
2500 Windy Ridge Parkway, SE
Atlanta, GA 30339
Attention: Chief Legal Officer
Telephone: (404) 471-1634
Facsimile: (404) 393-3540

(b) if to the Participant, to the address on file with the Employer.

Any notice, demand or request, if made in accordance with this Section 8 shall be deemed to have been duly given: (i) when delivered in person; (ii) three days after being sent by United States mail; or (iii) on the first business day following the date of deposit if delivered by a nationally recognized overnight delivery service.

9. **No Right to Employment/Consultancy/Directorship.** This Agreement shall not give the Participant or other Person any right to employment, consultancy or directorship by the Employer, or limit in any way the right of the Employer to terminate the Participant's employment, consultancy or directorship at any time.

10. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO OR THEIR RESPECTIVE AFFILIATES PURSUANT TO THE PLAN OR THIS AGREEMENT OR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THE PLAN OR THIS AGREEMENT.

11. **Dispute Resolution.** All controversies and claims arising out of or relating to this Agreement, or the breach hereof, shall be settled by the Employer's mandatory dispute resolution procedures as may be in effect from time to time with respect to matters arising out of or relating to Participant's employment with the Employer.

12. **Severability of Provisions.** If at any time any of the provisions of this Agreement shall be held invalid or unenforceable, or are prohibited by the laws of the jurisdiction where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of the activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this

Agreement and the Company and the Participant agree that the provisions of this Agreement, as so amended, shall be valid and binding as though any invalid or unenforceable provisions had not been included.

13. **Governing Law.** All matters arising out of or relating to this Agreement and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws.

14. **Section 409A.** Although the Company makes no guarantee with respect to the tax treatment of the Restricted Stock Units, the award of Restricted Stock Units and Dividend Equivalents pursuant to this Agreement is intended to comply with, or to be exempt from, Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. The Restricted Stock Units and Dividend Equivalents shall be limited, construed and interpreted in accordance with such intent; provided that the Employer does not guarantee to the Participant any particular tax treatment of the Restricted Stock Units or Dividend Equivalents. In no event whatsoever shall the Employer be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. Dividend Equivalents shall be treated separately from the Restricted Stock Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A of the Code. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may the Participant, directly or indirectly, designate the calendar year of any payment to be made under this Agreement.

15. **Interpretation.** Unless a clear contrary intention appears: (a) the defined terms herein shall apply equally to both the singular and plural forms of such terms; (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by the Plan or this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (c) any pronoun shall include the corresponding masculine, feminine and neuter forms; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any law, rule or regulation means such law, rule or regulation as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law, rule or regulation means that provision of such law, rule or regulation from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision hereof; (g) numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement; (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (i) "or" is used in the inclusive sense of "and/or"; (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and (k) reference to dollars or \$ shall be deemed to refer to U.S. dollars.

16. **No Strict Construction.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FLOOR & DECOR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

PARTICIPANT

By: _____
Name: _____

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Bradley S. Paulsen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Floor & Decor Holdings, Inc. for the fiscal quarter ended March 26, 2026;
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: April 30, 2026

/s/ Bradley S. Paulsen

Bradley S. Paulsen

Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Bryan H. Langley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Floor & Decor Holdings, Inc. for the fiscal quarter ended March 26, 2026;
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: April 30, 2026

/s/ Bryan H. Langley

Bryan H. Langley

Executive Vice President and Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the fiscal quarter ended March 26, 2026 of Floor & Decor Holdings, Inc. (the "Company") as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), Bradley S. Paulsen, as Chief Executive Officer of the Company, and Bryan H. Langley, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that, to the best of his knowledge:

- (i) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2026

/s/ Bradley S. Paulsen

Bradley S. Paulsen
Chief Executive Officer
(Principal Executive Officer)

Date: April 30, 2026

/s/ Bryan H. Langley

Bryan H. Langley
Executive Vice President and Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

A signed original of this written statement as required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signatures that appear in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.