

RED ROBIN GOURMET BURGERS INC  
Form DEF 14A  
April 26, 2007  
UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 14A**

Proxy Statement Pursuant to Section 14(a) of  
the Securities Exchange Act of 1934 (Amendment No. )

Filed by the Registrant  x

Filed by a Party other than the Registrant  o

Check the appropriate box:

- o Preliminary Proxy Statement
- o **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- x Definitive Proxy Statement
- o Definitive Additional Materials
- o Soliciting Material Pursuant to §240.14a-12

**RED ROBIN GOURMET BURGERS, INC.**  
(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- x No fee required.
- o Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
 

(1)	Title of each class of securities to which transaction applies:
(2)	Aggregate number of securities to which transaction applies:
(3)	Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):
(4)	Proposed maximum aggregate value of transaction:
(5)	Total fee paid:
- o Fee paid previously with preliminary materials.
- o Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
 

(1)	Amount Previously Paid:
(2)	Form, Schedule or Registration Statement No.:
(3)	Filing Party:
(4)	Date Filed:

**RED ROBIN GOURMET BURGERS, INC.**  
**6312 South Fiddler s Green Circle, Suite 200N**  
**Greenwood Village, CO 80111**  
**(303) 846-6000**

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**NOTICE OF ANNUAL MEETING OF STOCKHOLDERS**  
**To Be Held On May 31, 2007**

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To our Stockholders:

The annual meeting of stockholders of Red Robin Gourmet Burgers, Inc. will be held at 9:00 a.m. MDT, on Thursday, May 31, 2007, at our corporate headquarters, located at 6312 South Fiddler s Green Circle, Suite 200N, Greenwood Village, Colorado 80111, for the following purposes:

- 1) To elect two (2) Class II directors for three-year terms;
- 2) To adopt the Company s 2007 Performance Incentive Plan;
- 3) To ratify the appointment of Deloitte & Touche LLP as the Company s independent accountants for the fiscal year ending December 30, 2007; and
- 4) To transact such other business as may properly come before the meeting.

Stockholders of record at the close of business on April 12, 2007 are entitled to notice of, and to vote at, the annual meeting or any postponement or adjournment thereof.

Your attention is directed to the accompanying proxy statement, which includes information about the matters to be considered at the annual meeting and certain other important information. We encourage you to carefully review the entire proxy statement.

We cordially invite you to attend the annual meeting. Whether or not you plan to attend, please sign and return the enclosed proxy as promptly as possible in the envelope enclosed for your convenience. Should you receive more than one proxy because your shares are registered in different names and addresses, each proxy should be signed and returned to assure that all your shares will be voted. Mailing your completed proxy card will not prevent you from voting in person at the meeting if you wish to do so.

Accompanying this notice and proxy statement is a copy of our 2006 Annual Report on Form 10-K.

By Order of the Board of Directors,

Dennis B. Mullen  
*Chairman and Chief Executive Officer*

**Greenwood Village, Colorado**  
**April 26, 2007**

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**RED ROBIN GOURMET BURGERS, INC.**  
**6312 South Fiddler s Green Circle, Suite 200N**  
**Greenwood Village, CO 80111**  
**(303) 846-6000**

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**PROXY STATEMENT**  
**ANNUAL MEETING OF STOCKHOLDERS**  
**May 31, 2007**

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The board of directors of Red Robin Gourmet Burgers, Inc. (the Company) is soliciting the enclosed proxy for use at our annual meeting of stockholders to be held on Thursday, May 31, 2007, beginning at 9:00 a.m. MDT, at our corporate headquarters, located at 6312 South Fiddler s Green Circle, Suite 200N, Greenwood Village, Colorado 80111, and at any time and date to which the annual meeting may be properly adjourned or postponed. This Proxy Statement and the accompanying Notice of Annual Meeting of Stockholders describe the purpose of the annual meeting. Distribution of these proxy solicitation materials is scheduled to begin on or about April 26, 2007.

**ABOUT THE MEETING**

*What is the purpose of the annual meeting?*

At our annual meeting, stockholders will vote on the following three items of business:

1. Election of two (2) Class II directors for three-year terms;
2. Adoption of the Company s 2007 Performance Incentive Plan;
3. Ratification of the appointment of Deloitte & Touche LLP as our independent auditors for the fiscal year ending December 30, 2007.

You will also vote on such other matters as may properly come before the meeting or any postponement or adjournment thereof.

*What are the Board s recommendations?*

Our board of directors recommends that you vote:

- **FOR** election of each of the two (2) nominated directors (see Proposal 1);
- **FOR** adoption of the Company s 2007 Performance Incentive Plan (see Proposal 2); and
- **FOR** ratification of the appointment of Deloitte & Touche LLP as our independent auditors for the fiscal year ending December 30, 2007 (see Proposal 3).

With respect to any other matter that properly comes before the meeting, the proxy holders will vote as recommended by the board of directors or, if no recommendation is given, in their own discretion.

*What shares are entitled to vote?*

As of April 12, 2007, the record date for the meeting, we had 16,660,709 shares of common stock outstanding. Each share of our common stock outstanding on the record date is entitled to one vote on all items being voted on at the meeting. You can vote all the shares that you owned on the record date. These shares include: (1) shares held directly in your name as the stockholder of record, and (2) shares held for you as the beneficial owner through a stockbroker, bank or other nominee.

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*What is the difference between holding shares as a stockholder of record and as a beneficial owner?*

Most stockholders hold their shares through a broker or other nominee rather than directly in their own name. As summarized below, there are some distinctions between shares held of record and those owned beneficially.

**Stockholder of Record.** If your shares are registered directly in your name with our transfer agent, American Stock Transfer & Trust Company, you are considered, with respect to those shares, the stockholder of record, and we are sending these proxy materials directly to you. As the stockholder of record, you have the right to grant your voting proxy directly to the named proxy holder or to vote in person at the meeting. We have enclosed a proxy card for you to use.

**Beneficial Owner.** If your shares are held in a brokerage account or by another nominee, you are considered the beneficial owner of shares held in street name, and these proxy materials are being forwarded to you together with a voting instruction card. As the beneficial owner, you have the right to direct your broker, trustee or nominee how to vote and are also invited to attend the annual meeting.

Since a beneficial owner is not the stockholder of record, you may not vote these shares in person at the meeting unless you obtain a legal proxy from the broker, trustee or nominee that holds your shares, giving you the right to vote the shares at the meeting. Your broker, trustee or nominee has enclosed or provided voting instructions for you to use in directing the broker, trustee or nominee how to vote your shares.

*Who may attend the meeting?*

All stockholders as of the record date, or their duly appointed proxies, may attend the meeting. If you are not a stockholder of record but hold shares through a broker or nominee (i.e., in street name), you should provide proof of beneficial ownership on the record date, such as your most recent account statement prior to April 12, 2007, a copy of the voting instruction card provided by your broker, trustee or nominee, or other similar evidence of ownership. Registration and seating will begin at 8:30 a.m. Cameras, recording devices and other electronic devices will not be permitted at the meeting.

*How may I vote my shares in person at the annual meeting?*

Shares held in your name as the stockholder of record may be voted in person at the annual meeting. Shares held beneficially in street name may be voted in person only if you obtain a legal proxy from the broker, trustee or nominee that holds your shares giving you the right to vote the shares. Even if you plan to attend the annual meeting, we recommend that you also submit your proxy or voting instructions prior to the meeting as described below so that your vote will be counted if you later decide not to attend the meeting.

*How may I vote my shares without attending the annual meeting?*

Whether you hold shares directly as the stockholder of record or beneficially in street name, you may direct how your shares are voted without attending the meeting. If you are a stockholder of record, you may vote by submitting a proxy. If you hold shares beneficially in street name, you may vote by submitting voting instructions to your broker, trustee or nominee. For directions on how to vote, please refer to the instructions included on your proxy card or, for shares held beneficially in street name, the voting instruction card provided by your broker, trustee or nominee.

*May I change my vote or revoke my proxy after I return my proxy card?*

Yes. Even after you have submitted your proxy, you may change the votes you cast or revoke your proxy at any time before the votes are cast at the meeting by: (1) delivering a written notice of your

revocation to our corporate secretary at our principal executive office, 6312 South Fiddler's Green Circle, Suite 200N, Greenwood Village, Colorado 80111; or (2) executing and delivering a later dated proxy. In addition, the powers of the proxy holders will be suspended if you attend the meeting in person and so request, although attendance at the meeting will not by itself revoke a previously granted proxy.

*What constitutes a quorum?*

The presence at the meeting, in person or by proxy, of the holders of a majority of the shares of our common stock outstanding as of the record date will constitute a quorum. There must be a quorum for any action to be taken at the meeting (other than an adjournment or postponement of the meeting). If you submit a properly executed proxy card, even if you abstain from voting, then your shares will be counted for purposes of determining the presence of a quorum. If a broker indicates on a proxy that it lacks discretionary authority as to certain shares to vote on a particular matter, commonly referred to as broker non-votes, those shares will still be counted for purposes of determining the presence of a quorum at the meeting.

*What vote is required to approve each item?*

**Election of Directors.** In the election of directors, the two candidates will be elected by a plurality of affirmative votes.

**Adoption of 2007 Performance Incentive Plan.** The affirmative vote of the majority of the outstanding shares of common stock present in person or by proxy will be required for approval.

**Ratification of Deloitte & Touche LLP.** The affirmative vote of the majority of the outstanding shares of common stock present in person or by proxy will be required for approval.

A vote withheld for a nominee in the election of directors will have the same effect as a vote against the nominee. For purposes of determining whether any of the other proposals has received the requisite vote, where a stockholder abstains from voting, it will have the same effect as a vote against the proposal.

If you hold your shares beneficially in street name and do not provide your broker or nominee with voting instructions, your shares may constitute broker non-votes. Generally, broker non-votes occur on a matter when a broker is not permitted to vote on that matter without instructions from the beneficial owners and instructions are not given. Absent authority or specific instruction from the beneficial holder, shares held by brokerage firms and nominees will not be voted on proposal 2. In tabulating the voting result for any of the proposals expected to be presented at the meeting, shares that constitute broker non-votes will not be included in the vote totals, and therefore, will have no effect on the outcome of the vote of any of the proposals.

*What does it mean if I receive more than one proxy card?*

If you receive more than one proxy card, it means that you hold shares registered in more than one name or brokerage account. You should sign and return all proxies for each proxy card that you receive in order to ensure that all of your shares are voted.

*How may I vote on each of the proposals?*

In the election of directors, you may vote **FOR** any or all of the two nominees, or your vote may be **WITHHELD** with respect to any or all of the nominees. For the other matters, you may vote **FOR** or **AGAINST** each proposal, or you may indicate that you wish to **ABSTAIN** from voting on a proposal.

*Who will count the proxy votes?*

Votes will be counted by our transfer agent, American Stock Transfer & Trust Company, which has been appointed to act as the inspector of election for the annual meeting.

*How will voting on any other business be conducted?*

We do not expect any matters to be presented for a vote at the meeting other than the matters described in this proxy statement. If you grant a proxy, either of the officers named as proxy holder, Dennis B. Mullen or Katherine L. Scherping or their nominee(s) or substitute(s), will have the discretion to vote your shares on any additional matters that are properly presented for a vote at the meeting. If a nominee is not available as a candidate for Class II director, the person named as the proxy holder will vote your proxy for another candidate nominated by our board of directors.

*What rights of appraisal or similar rights of dissenters do I have with respect to any matter to be acted upon at the meeting?*

No action is proposed herein for which the laws of the state of Delaware or our bylaws provide a right of our stockholders to dissent and obtain appraisal of or payment for such stockholders' common stock.

*How do I submit a stockholder proposal for consideration at next year's annual meeting?*

**Proposals for Inclusion in Proxy Statement.** For your proposal or director nomination to be considered for inclusion in our proxy statement for next year's meeting, your written proposal must be received by our corporate secretary at our principal executive office no later than December 22, 2007. If we change the date of next year's meeting by more than 30 days from the date of this year's meeting, then the deadline is a reasonable time before we begin to print and mail our proxy materials. You should also be aware that your proposal must comply with Securities and Exchange Commission (SEC) regulations regarding inclusion of stockholder proposals in company-sponsored proxy materials.

**Proposals to be Addressed at Meeting (but not included in proxy statement).** In order for you to raise a proposal (including director nominations) from the floor during next year's meeting, our corporate secretary must receive a written notice of the proposal no later than March 6, 2008 and no earlier than February 5, 2008, and it must contain the additional information required by our bylaws. All proposals received after March 6, 2008 will be considered untimely. You may obtain a complete copy of our bylaws by submitting a written request to our corporate secretary at our principal executive office. If we change the date of next year's meeting by more than 30 days from the date contemplated at this year's meeting, in order for the proposal to be timely, we must receive your written proposal at least 90 days before the date of next year's meeting or no more than 10 days following the day on which the meeting date is publicly announced.

**STOCK OWNERSHIP OF CERTAIN PERSONS**

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Except as indicated by footnote, and except for community property laws where applicable, the persons named in the tables below have sole voting and investment power with respect to all shares of common stock shown as beneficially owned by them. The percentage of beneficial ownership for each table is based on 16,660,709 shares of common stock outstanding as of April 12, 2007.

The following table sets forth information regarding beneficial owners of more than 5% of our common stock as of April 12, 2007 except for those named executive officers and directors who hold more than 5% of our common stock who are included in the subsequent table. All information is taken from or based upon ownership filings made by such persons with the SEC or upon information provided by such persons to the Company.

**Stock Ownership of Certain Beneficial Owners**

Name and Address of Beneficial Owner	Shares Beneficially Owned	
	Amount and Nature of Beneficial Ownership	Percent of Class
Columbia Wanger Asset Management, L.P.(1)	1,163,800	7.0 %
FMR Corp.(2)	2,414,267	14.5 %
T. Rowe Price Associates, Inc.(3)	1,576,750	9.5 %
Magnetar Capital Partners LP(4)	1,316,439	7.9 %
Massachusetts Financial Services Company(5)	1,072,580	6.4 %
Michael J. Snyder(6)	1,101,635	6.6 %
Wellington Management Company, LLP(7)	1,029,100	6.2 %

(1) This disclosure is based on a Schedule 13G filed with the SEC on January 12, 2007. The address of this reporting person is 227 West Monroe Street, Suite 3000, Chicago, Illinois 60606.

(2) This disclosure is based on an amendment to Schedule 13G filed with the SEC on February 14, 2007. The Schedule 13G/A was filed on behalf of FMR Corp. and Edward C. Johnson 3d, Chairman of FMR Corp, with an address of 82 Devonshire Street, Boston, Massachusetts 02109. The Schedule 13G/A discloses that they had sole power to vote or direct the vote of 138,408 shares, and the sole power to dispose or to direct the disposition of 2,414,267 shares. These shares are beneficially owned through Fidelity Management and Research Company (2,275,859 shares, or 13.7%), Pyramis Global Advisors, LLC and Pyramis Global Advisors Trust Company, wholly owned subsidiaries of FMR Corp., and Fidelity International Limited, a partnership controlled by the Johnson family.

(3) This disclosure is based on an amendment to Schedule 13G filed with the SEC on February 14, 2007. The address of this reporting person is 100 E. Pratt Street, Baltimore, Maryland 21202. At the time of filing, the reporting person reported being a registered investment advisor that has sole voting power over 157,500 shares and sole dispositive power over 1,576,750 shares.

(4) This disclosure is based on a Schedule 13G filed with the SEC on February 14, 2007. The Schedule 13G was filed on behalf of Magnetar Financial LLC, Magnetar Capital Partners LP, Supernova Management LLC and Alec N. Litowitz. The address of these reporting persons is 1603 Orrington Avenue, 13th Floor, Evanston, Illinois 60201. At the time of filing, Magnetar Financial LLC reported being a registered investment adviser that has shared voting and dispositive power over 1,244,049 shares and each of the other parties reported having shared voting and dispositive power over 1,316,439 shares.



(5) This disclosure is based on a Schedule 13G filed with the SEC on February 8, 2007. The address of this reporting person is 500 Boylston Street, Boston, Massachusetts 02116.

(6) This disclosure is based on an amendment to Schedule 13G filed with the SEC on February 12, 2007. The address of the reporting person is 1301 5th Avenue, Suite 3525, Seattle, Washington 98101.

(7) This disclosure is based on a Schedule 13G filed by with the SEC on February 14, 2007. The address of the reporting person is 75 State Street, Boston Massachusetts 02109. At the time of filing, the reporting person reported being a registered investment advisor that has shared voting power over 882,400 shares and shared dispositive power over 991,200 shares.

#### Stock Ownership of Directors and Management

The following table contains information about the beneficial ownership (unless otherwise indicated) of our common stock as of April 12, 2007 by:

- each of our directors, including the board's nominees for re-election;
- each executive officer named in the Summary Compensation Table; and
- all directors and current executive officers as a group.

Name of Beneficial Owner	Shares Beneficially Owned(1)	
	Amount and Nature of Beneficial Ownership	Percent of Class
Dennis B. Mullen(2)	137,275	*
Katherine L. Scherping(3)	12,313	*
Todd A. Brighton(4)	67,144	*
Eric C. Houseman(5)	58,133	*
Robert J. Merullo(6)	108,108	*
Michael E. Woods(7)	145,277	*
Benjamin D. Graebel(8)	21,000	*
Edward T. Harvey, Jr.(9)	25,000	*
Richard J. Howell(10)	11,775	*
James T. Rothe(11)	16,500	*
J. Taylor Simonton(12)	11,375	*
Gary J. Singer(13)	22,018	*
Directors and Executive Officers as a group (14 persons)(14)	641,231	3.8 %

\* Represents beneficial ownership of less than one percent (1.0%) of the outstanding shares of our common stock.

(1) If a stockholder holds options or other securities that are exercisable or otherwise convertible into our common stock within 60 days of April 12, 2007, we treat the common stock underlying those securities as owned by that stockholder, and as outstanding shares when we calculate the stockholder's percentage ownership of our common stock. However, we do not consider that common stock to be outstanding when we calculate the percentage ownership of any other stockholder.

(2) Includes 101,875 shares of common stock subject to options exercisable within 60 days of April 12, 2007 and 22,000 shares of restricted stock subject to forfeiture restrictions that will lapse on December 31, 2007.



- (3) Includes 10,313 shares of common stock subject to options exercisable within 60 days of April 12, 2007 and 1,000 shares of common stock held by Ms. Scherping's husband.
- (4) Consists of 67,144 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (5) Includes 53,685 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (6) Includes 40,833 shares of common stock subject to options exercisable within 60 days of April 12, 2007. This disclosure also includes 50,000 shares of common stock subject to a prepaid forward sales contract.
- (7) Consists of 95,996 shares of common stock held by Mr. Woods in joint tenancy with his wife, 3,448 shares of common stock held by Mr. Woods' minor children and 45,833 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (8) Consists of 21,000 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (9) Consists of 15,000 shares of common stock held by Mr. Harvey in joint tenancy with his wife and 10,000 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (10) Consists of 2,000 shares of common stock held directly by Mr. Howell, 400 shares of common stock held in trusts for the benefit of Mr. Howell's children and 9,375 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (11) Includes 15,000 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (12) Includes 9,375 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (13) Includes 15,000 shares of common stock subject to options exercisable within 60 days of April 12, 2007.
- (14) Includes 404,746 shares of common stock subject to options exercisable within 60 days of April 12, 2007.

**Equity Compensation Plan Information**

We maintain five equity-based compensation plans—the 1996 Stock Plan, the 2000 Stock Plan, the 2002 Stock Plan, the 2004 Performance Incentive Plan and the Employee Stock Purchase Plan. Our stockholders have approved each of these plans.

The following table sets forth for our equity compensation plans in the aggregate, the number of shares of our common stock subject to outstanding options and rights under these plans, the weighted-average exercise price of outstanding options, and the number of shares remaining available for future award grants under these plans as of December 31, 2006 (in thousands, except exercise price data):

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)		Weighted-average exercise price of outstanding options, warrants and rights (b)		Number of securities remaining available for issuance under equity compensation plans (excluding securities reflected in column (a)) (c)	
Equity compensation plans approved by security holders	1,354	(1)	\$	37.30	1,046	(2)
Equity compensation plans not approved by security holders	N/A		N/A		N/A	
Total	1,354				1,046	

(1) This amount consists of the number of options then outstanding under each of the following Plans:

8,031	1996 Stock Plan
71,200	2000 Stock Plan
298,402	2002 Stock Plan
976,065	2004 Performance Incentive Plan

(2) Of the aggregate number of shares that remained available for future issuance, 247,453 shares were available for issuance under the Employee Stock Purchase Plan and 798,136 shares were available for issuance under the 2004 Performance Incentive Plan. Any shares subject to options granted under the Employee Stock Purchase Plan, the 1996 Stock Plan, the 2000 Stock Plan or the 2002 Stock Plan that are not exercised before they expire or are terminated will become available for additional award grants under the 2004 Performance Incentive Plan unless the 2007 Performance Incentive Plan is approved by the stockholders whereby the 2004 Performance Incentive Plan will terminate. No new awards may be granted under the 1996 Stock Plan, the 2000 Stock Plan or the 2002 Stock Plan.

## PROPOSAL 1 ELECTION OF DIRECTORS

### General

Our board of directors currently consists of seven directors. Our amended and restated certificate of incorporation provides for three classes of directors with staggered three-year terms. Class I currently consists of three directors whose terms expire at our 2009 annual meeting; Class II currently consists of two directors whose terms expire at this annual meeting; and Class III currently consists of two directors whose terms expire at our 2008 annual meeting.

Our board of directors has nominated Edward T. Harvey, Jr. and Gary J. Singer to continue to serve as our Class II directors. If re-elected, Mr. Harvey and Mr. Singer will continue to serve in office until our annual meeting in 2010 and until their successors have been duly elected and qualified, or until the earlier of their death, resignation or retirement.

Mr. Harvey and Mr. Singer have each consented to be named as a nominee in this proxy statement, and we expect that Mr. Harvey and Mr. Singer will be able to serve if elected. Should Mr. Harvey and Mr. Singer become unable or unwilling to accept his nomination for election, our board of directors can

name a substitute nominee and the persons named in the proxy card, or their nominees or substitutes, will vote your shares for such substitute nominee unless an instruction to the contrary is written on your proxy card.

#### **Directors and Nominees**

Below, you can find the principal occupation and other information about each of the Class II directors and each of the other directors whose term of office will continue after the meeting.

##### *Nominees for Term Ending Upon the 2010 Annual Meeting of Stockholders Class II Directors*

**Edward T. Harvey, Jr.**, 59, joined the Company as a director in May 2000 and was appointed Lead Director in August 2005. From April 1990 to December 2003, he was a partner with Quad-C, a private equity investment firm located in Charlottesville, Virginia. From 1975 to April 1990, Mr. Harvey held various positions at W. R. Grace & Co., principally in corporate development, acquisitions and planning.

**Gary J. Singer**, 54, joined the Company as a director in June 1993. Since June 1977, Mr. Singer has been associated with the law firm of O Melveny & Myers LLP, Newport Beach, California and has been a partner in the firm since 1985. Mr. Singer was appointed chair of the Company's nominating and governance committee in October 2005.

##### *Continuing Directors for Term Ending Upon the 2008 Annual Meeting of Stockholders Class III Directors*

**Benjamin D. Graebel**, 51, joined the Company as a director in September 2002. Mr. Graebel also currently serves as Vice Chairman of the Graebel Companies, Inc., a privately held transportation and relocation provider located in Denver, Colorado. Mr. Graebel joined the Graebel Companies in June 1979, and prior to his appointment as the Vice Chairman in 2003, Mr. Graebel held a variety of management positions, including Regional Vice President, President of the Moving and Storage group, Chief Operating Officer and Chief Executive Officer.

**Dennis B. Mullen**, 63, was appointed chief executive officer and chairman of the Company in August 2005 and has served as a director of the Company since December 2002. Mr. Mullen currently serves as a trustee of the Janus Investment Fund (since 1971, chairman since 2004), Janus Aspen Series (since 1993, chairman since 2004), Janus Adviser Series (since 2000, chairman since 2004) and Janus Capital Funds Plc (since 2004). In addition, Mr. Mullen serves on the nominating and governance and audit committees and as chairman of the investment oversight committee of the Janus Funds. Mr. Mullen has more than 30 years experience as a corporate executive in the restaurant industry, and has served as chief executive officer for several restaurant chains, including Cork & Cleaver Restaurants of Denver, Colorado; Pedro Verde's Mexican Restaurants, Inc., of Boulder, Colorado; Garcia's Restaurants, Inc., of Phoenix, Arizona; and BCNW, a franchise of Boston Chicken, Inc., in Seattle, Washington. Mr. Mullen started his professional career at PricewaterhouseCoopers and also served as the chief financial officer for Lange Ski Boots.

##### *Continuing Directors for Term Ending Upon the 2009 Annual Meeting of Stockholders Class I Directors*

**J. Taylor Simonton**, 62, joined the Company as a director in September 2005. Mr. Simonton spent 35 years at PricewaterhouseCoopers LLP, including 23 years as an audit partner in the firm's Accounting and Business Advisory Services practice before retiring in 2001. Until February 2007, Mr. Simonton served on the Board of Directors of Fischer Imaging Corporation, a public company that designed, manufactured and marketed specialty medical imaging systems, and served as its audit committee chair. Mr. Simonton was appointed chair of the Company's audit committee in October 2005.



**James T. Rothe**, 63, joined the Company as a director in October 2004. Mr. Rothe has served since January 2004 as Managing Director and co-founder of Roaring Fork Capital Management, LLC, which is the General Partner of Roaring Fork Capital SBIC, LP with offices in Colorado Springs and Denver, Colorado and Dallas, Texas. Mr. Rothe is a Trustee since January 1997 of the Janus Funds based in Denver, Colorado. Mr. Rothe is a Professor Emeritus of the College of Business at the University of Colorado at Colorado Springs where he served as Professor 1986-2004 and Dean of the College 1986-1994. Mr. Rothe was appointed chair of the Company's compensation committee in January 2005.

**Richard J. Howell**, 64, joined the Company as a director in September 2005. Mr. Howell was an audit partner with Arthur Andersen LLP for over 25 years before retiring in 2002. Since January 2004, Mr. Howell has been an adjunct professor of auditing at the Cox School of Business at Southern Methodist University, and he served in a similar capacity from August 2002 to December 2003 at the Neely School of Business, at Texas Christian University. Mr. Howell is a trustee of the LKCM Funds, a group of mutual funds managed by Luther King Capital Management.

#### **Required Vote**

The two persons receiving the highest number of **FOR** votes from stockholders in the election of directors at the annual meeting will be elected.

#### **Recommendation of the Board of Directors**

**Our board of directors recommends that you vote FOR the re-election of Mr. Harvey and Mr. Singer as Class II directors on our board of directors.**

### **CORPORATE GOVERNANCE**

#### **Board Membership and Director Independence**

Our board of directors has determined that each of Benjamin D. Graebel, Richard J. Howell, Edward T. Harvey, Jr., James T. Rothe, J. Taylor Simonton and Gary J. Singer qualifies as an independent director under rules promulgated by the SEC and The NASDAQ® Stock Market listing standards. Edward T. Harvey, Jr. serves as our Lead Director. There are no family relationships among any of our executive officers, directors or nominees for directors.

During the fiscal year 2006, the board of directors held eight meetings and acted by written consent one time. Each of our current directors attended at least 75% of the aggregate total of meetings of the board of directors and committees on which he served. The independent directors of the Company meet quarterly throughout the year and as necessary or appropriate in executive sessions at which members of management are not present.

The board of directors strongly encourages each of the directors to attend the annual meeting of stockholders. All of our directors attended our 2006 annual meeting.

#### **Stockholder Communications with the Board of Directors**

You may communicate with any director, the entire board of directors, the independent directors or any committee by sending a letter to the director, the board of directors, or the committee addressed to: Board of Directors, 6312 South Fiddler's Green Circle, Suite 200N, Greenwood Village, CO 80111, or by sending an e-mail to: Board@redrobin.com. The Company's chief legal officer will review all communications, categorize them, and forward them to the appropriate board member. Messages pertaining to administrative matters, ordinary business matters, personal grievances, and similar issues will be forwarded to the appropriate member of management.





With respect to issues arising under the Company's Code of Ethics, you may also communicate directly with the chair of the audit committee or the compliance officer in the manner provided in the Company's Problem Resolution Policy and Whistleblower Procedure. Both the Code of Ethics and the Problem Resolution Policy and Whistleblower Procedure may be found on the Company's website at: [www.redrobin.com](http://www.redrobin.com).

#### **Committees of the Board of Directors**

Our board of directors has established an audit committee, a compensation committee and a nominating and governance committee. The full text of all of the charters of the board committees is available on the Company's website at [www.redrobin.com](http://www.redrobin.com).

**Audit Committee.** The audit committee is currently comprised of J. Taylor Simonton (chair), Edward T. Harvey, Jr., and Richard J. Howell, and operates pursuant to a written charter. The audit committee oversees and reviews the preparation and disclosure of the Company's consolidated financial statements and the preparation and filing of periodic financial reports, which include the requisite certifications by the chief executive officer and chief financial officer. The audit committee is also responsible for selecting and retaining the independent auditors; approving the budget for fees to be paid to the independent auditors for audit services and for appropriate non-audit services; overseeing the relationship between the Company and the independent auditors and acting as the board of directors primary avenue of communication with them; and selecting, retaining and overseeing the internal audit function of the Company. The audit committee's responsibilities also include other matters as set forth in its charter.

As of the date of this proxy statement, Mr. Simonton, Mr. Harvey and Mr. Howell are independent in conformance with The NASDAQ® Stock Market listing standards.

The board also has determined that each of Mr. Simonton, Mr. Harvey and Mr. Howell is an audit committee financial expert as defined by rules adopted by the SEC. A discussion of the role of the audit committee is provided under Audit Committee Report.

The audit committee met 12 times in fiscal year 2006 and took action by unanimous written consent once.

**Compensation Committee.** The compensation committee is currently comprised of James T. Rothe (chair), Edward T. Harvey, Jr. and Gary J. Singer, and operates pursuant to a written charter. The board has determined that each of the members of the compensation committee qualifies as an independent director as defined under The NASDAQ® Stock Market listing standards. Functions performed by the compensation committee include: developing and recommending to the board of directors an annual performance evaluation of our chief executive officer and other executive officers; approving salary and short-term and long-term incentive compensation programs for all senior executives; and reviewing and adopting employee benefit plans.

The specific nature of the compensation committee's responsibilities as they relate to executive officers is set forth under Compensation Discussion and Analysis.

The compensation committee met 13 times in fiscal year 2006 and took action by unanimous written consent once.

***Nominating and Governance Committee.*** The nominating and governance committee is currently comprised of Gary J. Singer (chair), Benjamin D. Graebel and Richard J. Howell, and operates pursuant to a written charter. The board has determined that each of the members of the nominating and governance committee qualifies as an independent director as defined under The NASDAQ® Stock Market listing standards. The nominating and governance committee identifies, evaluates and recommends to the board of directors candidates for appointment or election to the board, as appropriate. The committee meets annually during the fourth quarter to determine whether to recommend to the board to include the nomination of incumbent directors with expiring terms in the proxy statement. The committee meets at other times as needed to consider candidates to fill any vacancies that may occur. At least once a year, the committee considers whether the number of directors is appropriate for the Company's needs and recommends to the board any changes in the number of directors, and reviews the performance of the board.

A stockholder may submit the name of a director candidate for consideration by the nominating and governance committee by writing to: Nominating and Governance Committee, Red Robin Gourmet Burgers, Inc., 6312 South Fiddler's Green Circle, Suite 200N, Greenwood Village, CO 80111. The stockholder must submit the following information in support of the candidate: (a) the name and address of the stockholder recommending the candidate; (b) a representation that the stockholder recommending the candidate is a stockholder of record of the Company's stock or other verification that the person recommending the candidate is a beneficial owner of the Company's stock; (c) a description of any arrangement or understanding between the stockholder and the candidate and any other person or persons regarding the stockholder's submission of the candidate's name for consideration, and identifying such person or persons by name, address and affiliation with the stockholder, the candidate, and the Company, if any; (d) such other information regarding the candidate as the Company would be required to include in a proxy statement filed pursuant to the proxy rules of the SEC if the board were to nominate the candidate for election as a director or if the board were to appoint the candidate as a director; (e) the consent of the candidate to be identified to the board for consideration and to be identified in the proxy; and (f) the consent of the candidate to serve as a director if elected. The committee may refuse to consider any candidate for whom the stockholder fails to provide the information mentioned above.

In evaluating a director candidate, the nominating and governance committee will consider the candidate's independence, character, corporate governance skills and abilities, business experience, training and education, commitment to performing the duties of a director, and other skills, abilities or attributes that fill specific needs of the board or its committees. The committee will use the same criteria in evaluating candidates suggested by stockholders as for candidates suggested by other sources.

The nominating and governance committee recommends director candidates for nomination to the board. The board determines which candidates to nominate or appoint, as appropriate, after considering the recommendation of the committee.

The nominating and governance committee met four times in fiscal year 2006.

### **Certain Relationships and Related Transactions**

#### *Transactions with Related Persons*

Robert J. Merullo, the Company's former senior vice president and chief concept officer, owns 7.0% of Mach Robin, LLC (Mach Robin) and related entities, which operate Red Robin® restaurants under franchise agreements. In addition, the Company's former chief executive officer and beneficial owner of more than 5% of the Company's common stock, owned approximately 31% of Mach Robin and related entities, which he sold in December 2006. The Company recognized royalty income from Mach Robin in the amounts of \$1.1 million during 2006. In addition, Red Robin Restaurants of Canada, Ltd (RRRC), an

entity controlled by Mach Robin, operates Red Robin® restaurants in two Canadian provinces under franchise agreements. The Company recognized royalty income from RRRC of \$1.2 million during 2006.

Certain legal costs have been advanced to certain directors and current and former executive officers under indemnification agreements in connection with the Company's previously announced SEC investigation and related lawsuits.

#### *Review, Approval or Ratification of Transactions with Related Persons*

The board of directors has recognized that transactions between the Company and certain related persons present a heightened risk of conflicts of interest. In order to ensure that the Company acts in the best interest of its stockholders, the Board has delegated the review and approval of related party transactions to the audit committee. Any related party transaction required to be disclosed in accordance with applicable SEC regulations must be reviewed and approved by the audit committee. In reviewing a proposed transaction, the audit committee must (i) satisfy itself that it has been fully informed as to the related party's relationship and interest and as to the material facts of the proposed transaction and (ii) consider all of the relevant facts and circumstances available to the committee. After its review, the audit committee will only approve or ratify transactions that are fair to the Company and not inconsistent with the best interests of the Company and its stockholders.

#### **Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the Securities Exchange Act of 1934 requires our directors and executive officers, and persons who own more than ten percent of a registered class of our equity securities, to file with the SEC initial reports of ownership and reports of changes in ownership of common stock and other equity securities of the Company. Officers, directors and greater than ten percent stockholders are required by SEC regulations to furnish us with copies of all Section 16(a) forms they file.

To our knowledge, based solely on a review of the copies of such reports furnished to us and representations that no other reports were required, during fiscal year 2006, all of our officers, directors and greater than ten percent beneficial owners timely complied with all Section 16(a) filing requirements.

#### **COMPENSATION DISCUSSION AND ANALYSIS**

The following Compensation Discussion and Analysis describes the material elements of compensation for the named executive officers identified in the Summary Compensation Table below. As more fully described below, the compensation committee of the board of directors determines and approves the total direct compensation programs for our executive officers, including the named executive officers. Our chief executive officer, Dennis B. Mullen, recommends to the compensation committee the base salary, annual bonus and long-term compensation levels for the other named executive officers. The day-to-day design and administration of the Company's health and welfare benefit plans applicable to employees and executive officers on a non-discriminatory basis are implemented generally by management. The compensation committee or the entire board of directors remains responsible for significant changes to or adoption of new employee benefit plans.

As described in more detail below, the principal elements our executive compensation program include base salary, annual bonus, long-term incentives including stock option and other equity awards and the ability to receive compensation on a deferred basis. The compensation committee periodically reviews data about the compensation of executives in the restaurant industry. Based on this review, we believe that the elements of our executive compensation program are similar to those offered by our industry competitors.

### **General Executive Compensation Philosophy**

The primary objectives of our executive compensation program are to attract and retain the best possible executive talent, to link annual and long-term cash and stock incentives to achievement of measurable corporate, restaurant unit and individual performance objectives, and to align executives' incentives with stockholder value creation. To achieve these objectives, we utilize plans with a mix of short-term and long-term compensation that (a) are comparable to or competitive with the market, (b) encourage, recognize and reward individual performance, and (c) tie a portion of compensation to long-term Company performance goals. Our executive compensation philosophy includes criteria designed to support flexibility in setting elements of compensation for each individual based on objective factors, such as market levels, and subjective factors, including individual experience, performance and job responsibilities. The total annual cash compensation opportunities for executive officers, including base salary and annual cash bonuses, are intended to create aggregate executive cash compensation between the median and 75th percentile for comparable public casual dining restaurants in the restaurant industry with upside opportunity based on excellent performance. An individual's total annual cash compensation is assessed using the above-described factors, and equity incentives are used to provide an upside tied to longer-term growth in stockholder value. Our executive compensation philosophy will continue to be reviewed annually by the compensation committee.

Base salaries are targeted at a level that will attract and retain qualified executives and motivate performance. Annual cash bonus awards are designed to focus an executive's efforts on annual corporate and personal goals and to provide rewards for achievement of such goals. All corporate office employees, including executives, support staff, and regional managerial operational positions, are eligible for annual bonus awards. We have separate bonus compensation plans for restaurant level general managers.

While our annual bonus opportunity is intended to encourage and reward executives based on achievement of Company and personal performance goals, we believe performance-based compensation also drives creation of stockholder value in both the short and long terms. In addition, equity incentive awards are designed and earned to reward Company and personal performance over a longer period.

### **Outside Advisor**

The compensation committee has retained Frederic W. Cook & Co. (Cook) for several years as an outside advisor since the Company has been public. The Company annually uses Cook to review its executive compensation program and broad-based equity compensation practices and assist in ongoing development of our executive compensation philosophy. Cook assisted the board of directors and the compensation committee with developing a competitive peer group of publicly traded U.S.-based restaurant companies of generally similar revenue and market cap size to which to compare compensation programs, and performed analyses of competitive performance and compensation levels. Cook meets individually with the members of the compensation committee and senior management to learn about our business operations and strategy as a public company, key performance metrics and targets, and the markets in which we compete. Cook then develops guidelines for executive compensation programs which are used by the compensation committee in its compensation deliberations.

Cook periodically updates the peer group, reviews the competitive market, and provides suggestions for refining the compensation program to reflect our ongoing business strategy. The peer group restaurants selected compete with us in the casual dining segment of the dining industry and operate with similar metrics, markets and challenges. The peer group restaurants ( Peer Restaurants ) included the following for 2006: Applebees, BJ's Restaurants, Brinker, California Pizza Kitchen, Cheesecake Factory, Landry's Restaurant, Lone Star Steakhouse, McCormick & Schmicks, Morton's, O'Charley's, OSI Restaurant, P.F. Changs, Panera Bread, Rare Hospitality, Ruby Tuesday, and Ruth's Chris Steak House. Cook also acts as an advisor to the compensation committee on individual compensation matters as they

arise, such as the 2007 equity compensation grant to our chief executive officer. In 2006, in addition to its work for the compensation committee and with the compensation committee's permission, Cook provided advice to management on the Company's broad-based equity award budget and strategies.

## **Executive Compensation Components**

### *Base Salary*

Base salaries (paid in cash) for our executives are established based on the scope of their responsibilities, taking into account competitive market compensation paid by appropriate Peer Restaurants for similar positions. We review executive base salaries in comparison to salaries for executives in similar positions and with similar responsibilities at comparable companies. Base salaries are reviewed annually, and adjusted from time to time to realign salaries with market levels after taking into account individual responsibilities, performance, experience and other criteria.

The compensation committee reviews the recommendations of the chief executive officer for base salaries for executive officers, including all of the named executive officers except for the chief executive officer, in January of each year. The chief executive officer proposes new base salary amounts based on his evaluation of individual performance and expected future contributions and a review of survey data provided by Cook to ensure competitive compensation against the external market, defined as the Peer Restaurants. Base salaries are considered by the compensation committee as a starting point for decisions regarding total compensation together with other elements of compensation. Any other elements of the total compensation that are dependent on the determination of base salary, such as annual bonus, are expressed as percentages of base salary. The Company targets base salaries for executive officers including the chief executive officer generally near the median for Peer Restaurants.

Other than our chief executive officer, none of our named executive offices has an employment agreement that includes base salary terms. For 2006, Mr. Mullen's compensation of \$625,000 as chief executive officer was set forth in his employment agreement that was effective in August 2005. The Company increased Mr. Mullen's base salary to \$675,000 effective January 1, 2007 and subsequently amended and restated his employment agreement effective April 17, 2007. See page 19 for further discussion of Mr. Mullen's agreement. Cook provided a comprehensive review of the Company's compensation structure in place for 2006. The executive officer compensation for 2006 was compared to data from the annual proxies and subsequent disclosures of the Peer Restaurants as well as compensation surveys obtained by Cook from other compensation consultant groups. Base salaries for the executive officers, including the named executive officers, were generally compared to comparable positions or comparable pay rank. For 2006, executive salaries were determined to be at or below the median in the aggregate, but varied by position. Effective January 1, 2007, the Company increased the base salary of each of our named executive officers, a result of which was to better align their salaries with the median percentile of the Peer Restaurants. These increases ranged from 2.4% to 17.5% depending on position.

We offer to our named executive officers and certain others the option to receive all or a portion of their base salaries on a deferred basis under the Company's Deferred Compensation Plan, discussed below.

### *Annual Performance-Based Incentive (Bonus)*

The compensation committee utilizes the cash bonus program under the 2004 Performance Incentive Plan to link executive bonuses with Company performance. Receipt of the bonus awards may also be deferred under our Deferred Compensation Plan. While base salary is targeted generally near the median, bonuses are targeted higher than median to provide incentive for and to reward excellent performance. Together, base salary and target level bonuses are designed to result in total cash compensation above the

median and up to the 75th percentile for total cash compensation paid by the Peer Restaurants, based on performance.

The payment amount, if any, of any bonus award is determined based on: (1) achievement by the Company of minimum, target and maximum EBITDA (earnings before interest, taxes, depreciation and amortization) levels and (2) attainment of individual performance goals set each year. The EBITDA budget and the minimum, target and maximum EBITDA levels and bonus funding percentages are formulated by management and submitted to the compensation committee. The compensation committee considers, among other things, bonus levels paid by the Peer Restaurants, market conditions and the advice of its compensation consultant. The compensation committee may adjust our EBITDA results for unusual, non-recurring or other items in the committee's discretion, or may grant special bonuses on an individual or group basis in recognition of extraordinary achievements, or to address other special situations. The compensation committee generally reviews and establishes target annual bonus opportunities for executive officers early, usually in January or February of each year, based upon the approved budget and performance targets for the Company.

Typically, members of management from the regional director level through the chief executive officer are assigned target bonuses that are expressed as a percentage of their respective base salaries. In order to align bonus opportunity to creation of stockholder value, the target bonuses are further attributable to both Company EBITDA targets and individual performance with a 75% and 25% weighting, respectively. The Company believes that achievement of the Company's overall performance goals should be weighted more heavily in the executive bonus calculation than individual goals since those individuals have a greater responsibility for the overall performance of the Company. Our annual incentive bonus plan for 2006 provided for a potential cash bonus, calculated as a percentage of an officer's base salary ranging from 25% to 75%, 35% to 105%, and 40% to 120% for various named executive officers, to a range of 45% to 135% for the chief executive officer. These percentages and targets are set forth in the table below in more detail.

The officers receive their target bonuses (subject to the compensation committee's discretion to negatively adjust bonuses for failure of officers to achieve pre-set personal objectives) if the Company achieves the targeted EBITDA. The bonus is graduated up or down if the Company exceeds or does not meet the targeted EBITDA budget. No bonuses are awarded if the minimum EBITDA levels are not met, and bonuses are capped at a specified percentage of an officer's base salary that corresponds to the maximum prescribed EBITDA level. The compensation committee approves the annual incentive award for the chief executive officer and for each of the chief executive officer's direct reporting officers based in part on the recommendation of the chief executive officer.

In 2006, the annual incentive bonus plan, measured as a percentage of salary, was above-median for the chief executive officer, the president and chief operating officer, the senior vice president and chief knowledge officer, and the senior vice president and chief development officer. The annual incentive bonus plan was consistent with the median for the chief financial officer.

The annual bonus is calculated as a percentage of the annual bonus potential based on EBITDA performance multiplied by the base salary earnings in 2006. For 2006, the Company exceeded its target EBITDA level but fell short of the maximum EBITDA target. The compensation committee approved bonus payments for achievement of results based on a sliding scale between target and maximum EBITDA levels. The annual bonus award approved for each named executive officer was as follows:

Named Executive Officer	2006 Annual Base Salary	% Bonus at Target	% Bonus at Maximum	2006 Bonus	2006 Bonus %
D. Mullen	\$ 625,000	90 %	135 %	\$ 566,327	90.6 %
K. Scherping	200,000	50 %	75 %	100,680	50.3 %
E. Houseman	300,000	80 %	120 %	241,633	80.5 %
M. Woods	293,000	70 %	105 %	206,496	70.4 %
T. Brighton	250,000	70 %	105 %	176,191	70.4 %
R. Merullo	293,427	70 %	105 %	206,796	70.4 %

In addition to the annual incentive bonus for 2006 based on achievement of EBITDA targets, the compensation committee granted a special bonus to certain employees, including non-executive officers and other employees, in connection with the special acquisition of 13 restaurants in Washington from the Company's franchisee, Great Western Dining. The compensation committee approved a special bonus for each eligible employee. In determining the amount of such bonus, the compensation committee considered several factors, including the net contribution of the acquisition (after financing costs) to the Company's 2006 earnings, the return on investment expected from the acquired restaurants, and the reasonableness of the special bonus as a percentage of the acquisition cost and as a percentage of the 2006 incentive bonus earned. The amount of the special bonus paid to each of the named executive officers was as follows:

Named Executive Officer	GWD Acquisition Bonus
D. Mullen	\$ 126,437
K. Scherping	\$ 22,478
E. Houseman	\$ 53,947
M. Woods	\$ 46,102
T. Brighton	\$ 39,336
R. Merullo	\$ 46,169

The Company's stockholders approved the 2004 Performance Incentive Plan in 2004, and bonuses provided under the 2004 Plan are intended to qualify as performance-based compensation under Section 162(m) of the Internal Revenue Code (and therefore deductible by the Company even if in excess of the \$1,000,000 limit).

#### *Long-Term Incentive Program*

We believe that long-term improvement in the Company's performance is achieved through an ownership culture that encourages long-term performance by our executive officers. We believe that long-term incentives encourage concentration of executives' efforts on the behaviors within their control that they believe are necessary to ensure the long-term success of the Company, as reflected in increases to the Company's stock prices over a period of several years, growth in its earnings per share and other elements.

The Company's principal element of long-term incentives is the award of non-qualified stock options. The compensation committee believes that option grants naturally tie to the performance of the Company because the options require stock price improvement to become valuable. Non-qualified stock option awards vest based on continued employment. Under the typical vesting schedule, the stock options vest 25% on the first anniversary of the grant date. The remaining 75% vest in 36 substantially equal monthly

installments, with the first installment vesting on the same day of the month following the month in which the first anniversary of the grant date occurs and on the same day of each of the 35 months thereafter.

In addition to stock options, the Company has granted, and may choose to grant, other types of equity awards, including restricted stock and restricted stock units.

*Annual Non-qualified Stock Option Awards.* Stock option awards are granted annually to employees at the corporate home office, including executives, support staff and regional managerial operations personnel and to the general managers of our restaurants, pursuant to a matrix approved by the compensation committee. The matrix delineates the number of options that may be awarded by position and grade levels. Generally, these grants are made in February three business days following the release of our annual earnings results. The grant price is the market price of a share of the Company's common stock at the close of market on the date of grant. The annual grant for employees, excluding executives, is made by the compensation committee, following the matrix and the recommendation of management. The compensation committee determines the annual grants for the executive officers, including the named executive officers. The annual grants are generally consistent with median for the Peer Restaurants for 2006, as well as over the past three years on average. The compensation committee also considers the cumulative total of equity ownership in determining these awards. Awards of stock options were made in February 2006 and February 2007 to approximately 320 and 420 employees, respectively, including non-executive employees at the corporate home office and general managers of our restaurants.

*New Hire and Promotion Non-qualified Stock Option Awards.* We provide awards to new hires upon joining the company and awards granted at promotion into higher level positions within the Company. Awards of non-qualified stock options are granted to newly hired or promoted employees at the non-executive vice president level and lower positions based on the matrix approved by the compensation committee. The compensation committee has delegated to the chief executive officer the authority to make new hire and promotion option grants for this group of employees following the matrix.

For qualifying executives (certain vice presidents and above) who are newly hired or promoted, the compensation committee approves all grants at appropriate grant levels set forth in the matrix. Grants for all new hires or promotions are awarded monthly as of the first business day of the month following the date of hire or the first business day of the month following the date of promotion. The exercise price of these awards is the market close price as of the first business day of the month following the date of hire or promotion.

*Restricted Stock.* While we have not historically made grants of restricted stock to our employees, we have in 2007, and may in the future, elect to make grants of restricted stock or restricted stock units to our senior executives or specific key employees. This decision to use restricted stock was made, in part, to provide an additional tool for our compensation programs. We also believe that grants of restricted stock align the interests of our executive officers with those of our stockholders and provide an incentive to our executive officers to build stockholder value while limiting the executive's risk during a time when retention of our key talent is critical to our success. Moreover, restricted stock serves as an executive retention tool as it typically vests only if the executive remains with us for a certain period of time.

In 2006, none of the named executive officers received restricted stock awards or restricted stock units. However, in February 2007, in addition to his annual option grant, the Company granted 22,000 shares of restricted stock to our chief executive officer. The compensation committee approved this restricted stock grant after reviewing and evaluating the overall percentage of equity incentives held by our chief executive officer as compared to chief executive officers of the Peer Restaurants. Additionally, in connection with the amendment and restatement of Mr. Mullen's employment agreement, the Company granted Mr. Mullen an additional 75,000 shares of restricted stock effective April 17, 2007.



*Employee Stock Purchase Plan*

In June 2002, we adopted, and our stockholders approved, an Employee Stock Purchase Plan. Under the ESPP, eligible employees may voluntarily contribute a percentage of their salary, subject to limitations, to purchase common stock at a discounted price. In general, all of the Company's officers and employees who have been employed by the Company for at least one year and who are regularly scheduled to work more than twenty hours per week are eligible to participate in this plan which operates in successive six-month periods commencing on each January 1 and July 1 of each fiscal year.

*Deductibility of Executive Compensation*

Section 162(m) of the Internal Revenue Code under the Omnibus Budget Reconciliation Act of 1993 limits the deductibility of compensation over \$1 million paid by a company to an executive officer. The policy of the compensation committee is to establish and maintain a compensation program that maximizes the creation of long-term stockholder value. The compensation committee attempts to generally structure most compensation approaches to ensure deductibility. However, the compensation committee reserves the right to adopt programs giving consideration to factors other than deductibility where the compensation committee believes stockholder interests are best served by retaining flexibility. In such cases, the compensation committee may consider various alternatives to preserving the deductibility of compensation payments and benefits to the extent reasonably practicable and to the extent consistent with its compensation objectives. As discussed above, performance bonuses are generally paid under the 2004 Plan and thus, are intended to qualify as performance-based compensation under Section 162(m) of the Internal Revenue Code. Accordingly, such amounts are deductible by the Company even if in excess of the \$1 million statutory limit.

**Employment and Other Agreements**

***Dennis B. Mullen.*** The Company entered into an employment agreement with Mr. Mullen, our chief executive officer, effective August 11, 2005, and amended and restated the employment agreement effective April 17, 2007. The amended employment agreement provides for an employment term that expires on December 31, 2010. Pursuant to the terms of the original employment agreement, Mr. Mullen received an annual base salary at the rate of \$625,000 for 2006, which was increased to \$675,000 effective January 1, 2007 and is reflected in Mr. Mullen's amended and restated employment agreement. Mr. Mullen's annual salary is subject to annual review by the board of directors, provided that the annual base salary may not be reduced below \$675,000 so long as Mr. Mullen serves as chief executive officer and chairman.

Mr. Mullen is eligible to participate in the Company's annual incentive compensation plan. Mr. Mullen's employment agreement provides certain other benefits, including a \$1,000 per month car allowance and the right to participate in all savings, retirement, medical, welfare and insurance plans and programs to the same extent as other senior executive employees of the Company. In addition, the Company has agreed to pay or reimburse Mr. Mullen for travel expenses he incurs commuting from Arizona to the Company's headquarters in Denver, Colorado. Prior to amendment of the agreement and effective for fiscal year 2006 and through the effective date of the amendment, the Company agreed to provide Mr. Mullen with the use of a furnished apartment or other comparable housing in Denver. Mr. Mullen's commuting expenses are subject to periodic review for reasonableness by the chairman of the compensation committee. The Company's chief financial officer reviews and reports Mr. Mullen's expenses the compensation committee at least quarterly. Mr. Mullen may fly on charter or private aircraft to commute from Arizona to Denver, Colorado and otherwise for appropriate business use, subject in each case to his compliance with the Company's expense reimbursement and non-commercial aircraft use policies. These expenses are reported below in the Summary Compensation Table and the accompanying explanatory notes and tables.

The employment agreement contains confidentiality, non-compete and non-interference covenants from Mr. Mullen, including a two-year covenant not to compete with the Company and its subsidiaries in the casual dining restaurant business anywhere in North America and the territories of the U.S. in the Caribbean, including Puerto Rico.

**Michael Woods.** We also have an employment agreement with Michael Woods, our senior vice president of franchise development, that we entered into in January 1997 and does not have a termination date. Mr. Woods' agreement does not include base salary terms past its initial year. Pursuant to the agreement, if the Company terminates Mr. Woods without cause he is entitled to severance pay equal to his then current base salary payable in monthly installments for a one-year period.

**Robert J. Merullo.** Robert J. Merullo served as our senior vice president and chief concept officer until the effective date of his consulting agreement with the Company, December 31, 2006. The consulting agreement provides that Mr. Merullo will devote 75% of his ordinary course business time to consult with the Company on food and beverage issues, research and development of new products and services, and purchasing issues, through December 31, 2007. Subsequently, he will provide services to Red Robin on an as-needed basis between January 1, 2008 and June 30, 2008. The agreement provides for a consulting fee of \$12,500 per month for the initial period expiring on December 31, 2007. Thereafter, Mr. Merullo will be paid at the rate of \$200 per hour for hours worked. Mr. Merullo will be reimbursed for reasonable travel and similar out of pocket expenses incurred in the performance of his services to the Company. Stock options previously awarded to Mr. Merullo will continue to vest and be exercisable as long as Mr. Merullo continues providing services under the consulting agreement. Mr. Merullo was paid a bonus in 2007 for services provided in 2006 as an employee and executive officer of the Company.

**Summary Compensation Table**

The following table sets forth summary information concerning compensation awarded to, earned by, or accrued for services rendered to the Company in all capacities by our principal executive officer, principal financial officer, each of our three other most highly compensated executive officers who were serving as executive officers at the end of fiscal year 2006 and our former chief concept officer (collectively, the named executive officers ), for the fiscal year 2006:

Name and Principal Position	Year	Salary \$(2)	Bonus \$(3)	Option Awards \$(4)	Non-Equity Incentive Plan Compensation \$(5)	All Other Compensation \$(6)	Total (\$)
Dennis B. Mullen, Chief Executive Officer	2006	625,000	126,437	339,069	566,327	205,604	1,862,437
Katherine L. Scherping, Chief Financial Officer	2006	200,000	22,478	113,023	100,680	9,671	445,852
Eric C. Houseman, President and Chief Operating Officer	2006	300,000	53,947	395,580	241,633	12,196	1,003,356
Michael E. Woods, Senior Vice President and Chief Knowledge Officer	2006	293,000	46,102		206,496	16,567	562,165
Todd Brighton, Senior Vice President and Chief Development Officer	2006	250,000	39,336	226,046	176,191	18,998	710,571
Robert J. Merullo, former Senior Vice President and Chief Concept Officer(1)	2006	293,444	46,169	113,023	206,796	17,568	677,000

- (1) Mr. Merullo resigned as senior vice president and chief concept officer effective December 31, 2006.
- (2) 2006 salary represents base salary and payment for vacation, holidays and sick days for 2006. Amounts shown are not reduced to reflect the named executive officers' elections, if any, to defer receipt of salary into the Deferred Compensation Plan.
- (3) Amounts reported in this column represent a special bonus paid to the named executive officers in connection with the acquisition of 13 franchise restaurants from a franchisee in 2006. Other amounts considered to be bonus awards are paid to the named executive officers pursuant to the Company's 2004 Performance Incentive Plan and are reported in the Non-Equity Incentive Plan Compensation column.
- (4) The number of options represent the value of annual option grants awarded in 2006. The value of the option grants was determined based on certain assumptions as discussed in footnote 15 to our financial statements included in our annual report on Form 10-K for the fiscal year ended December 31, 2006.

(5) The amount shown for each named executive officer in the Non-Equity Incentive Plan Compensation column is attributable to an award under the 2004 Performance Incentive Plan earned in fiscal year 2006, but paid in 2007.

(6) Amounts in the All Other Compensation column consist of the following payments we paid to or on behalf of the named executive officers:

Name	Year	Car Allowance (\$)(a)	Meal Discounts (\$)(b)	Long-Term Disability Premium Payments (\$)(c)	Commuting Expenses (\$)	Housing (\$)	Tax Gross Up for Certain Payments (\$)	Total (\$)
Dennis B. Mullen, Chief Executive Officer	2006	11,077	544		47,127 (d)	60,325 (e)	86,531 (f)	205,604
Katherine L. Scherping, Chief Financial Officer	2006	8,308	1,363					9,671
Eric C. Houseman, President and Chief Operating Officer	2006	9,415	1,334	1,447				12,196
Michael E. Woods, Senior Vice President and Senior Knowledge Officer	2006	11,077	259	5,231				16,567
Todd Brighton, Senior Vice President and Chief Development Officer	2006	9,415	826	2,217			6,540 (g)	18,998
Robert J. Merullo, former Senior Vice President and Chief Concept Officer	2006	11,077	1,197	5,294				17,568

(a) All executives and certain other employees receive monthly car allowances.

(b) Meal discounts are provided to executives and valued based on the average cost of goods and labor. The amount reflects actual usage by the named executive officers of the meal discounts.

(c) Long term disability insurance is provided to certain executives paid by the Company. The value represented above is based on the premium paid by the Company.

(d) Mr. Mullen, chief executive officer, commuted to the Company's headquarters in Denver, Colorado from his home in Arizona eight times in 2006. Pursuant to his employment agreement with the Company, the Company has agreed to pay or reimburse Mr. Mullen for travel expenses he incurs commuting from Arizona to the Company's headquarters, from time to time and to provide Mr. Mullen with the use of a furnished apartment or other comparable housing in Denver.

(e) Pursuant to his employment agreement, the Company provides Mr. Mullen with use of a furnished apartment in Denver and reimburses him for certain utility expenses. The expenses are as follows:

Housing paid directly to landlord:	\$58,800 annual rent, paid at rate of \$4,900 per month
Utility expenses:	\$1,260 utilities

(f) Amounts paid to Mr. Mullen represent tax gross ups for taxes on commuting and relocation/housing compensation paid to Mr. Mullen identified in the commuting expenses and housing columns.

(g) Amounts paid to Mr. Brighton represent tax gross ups paid to Mr. Brighton in 2006 related to compensation paid to Mr. Brighton in 2005.



**Grants of Plan-Based Awards**

The following Grants of Plan-Based Awards table provides additional information about stock option awards and equity and non-equity incentive plan awards granted to our named executive officers during fiscal 2006.

Name	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(1)		Target (\$)	Max (\$)	All Other Option Awards:		Grant Date	Fair Value of Stock and Option Awards (\$)
	Grant Date	Threshold (\$)			Number of Securities Underlying Options #(2)	Exercise or Base Price of Option Awards (\$ / Sh)		
Dennis B. Mullen, Chief Executive Officer	01/25/06 02/22/06	281,250	562,500	843,750	30,000	41.45		\$ 339,069
Katherine L. Scherping, Chief Financial Officer	01/25/06 02/22/06	50,000	100,000	150,000	10,000	41.45		\$ 113,023
Eric C. Houseman, President and Chief Operating Officer	01/25/06 02/22/06	120,000	240,000	360,000	35,000	41.45		\$ 395,580
Michael E. Woods, Senior Vice President and Senior Knowledge Officer	01/25/06	102,550	205,100	307,650				
Todd Brighton, Senior Vice President and Chief Development Officer	01/25/06 02/22/06	87,500	175,000	262,500	20,000	41.45		\$ 226,046
Robert J. Merullo, former Senior Vice President and Chief Concept Officer	01/25/06 02/22/06	102,699	205,399	308,098	10,000	41.45		\$ 113,023

(1) In January 2006, the compensation committee made each named executive officer eligible for an annual bonus payment for 2006 performance under the 2004 Performance Incentive Plan. In January 2007, the compensation committee granted the named executive officers cash bonus awards under the 2004 Performance Incentive Plan for 2006 performance. The factors considered by the compensation committee in determining the awards are discussed in Compensation Discussion and Analysis Annual Performance-Based Incentive (Bonus) .

(2) We did not grant any equity awards other than non-qualified stock options in 2006. Options issued pursuant to the Company's 2004 Performance Incentive Plan vest 25% on the first anniversary date of issuance and the balance vest pro-rata on a monthly basis over the following 36-month period. Options are exercisable for ten years from the date of issuance, subject to continuing employment or service with the Company as defined in the 2004 Performance Incentive Plan and certain other conditions.

## Outstanding Equity Awards at 2006 Fiscal Year-End

Name	Option Awards		Option Exercise Price (\$)	Option Expiration Date	
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable			
Dennis B. Mullen, Chief Executive Officer	5,000		55.16	6/02/15	(1)
	66,667	33,333	45.79	8/25/15	(2)
Katherine L. Scherping, Chief Financial Officer	5,625	9,375	60.98	6/17/15	(2)
		10,000	41.45	2/22/16	(4)
Eric C. Houseman, President and Chief Operating Officer	6,621		6.53	12/31/09	(5)
	11,750	250	14.98	1/29/13	(6)
	6,563	2,437	26.81	1/28/14	(7)
	1,875	1,125	27.20	6/02/14	(8)
	6,250	8,750	51.75	4/14/15	(9)
	4,688	10,312	46.22	9/01/15	(3)
Michael E. Woods, Senior Vice President and Senior Knowledge Officer		35,000	41.45	2/22/16	(3)
	19,583	417	14.98	1/29/13	(6)
	10,938	4,062	26.81	1/28/14	(7)
	3,125	1,875	27.20	6/02/14	(8)
	4,167	5,833	51.75	4/14/15	(9)
Todd Brighton, Senior Vice President and Chief Development Officer	3,125	6,875	46.22	9/1/15	(10)
	25,862		6.53	12/31/09	(4)
	11,750	250	14.98	1/29/13	(6)
	6,563	2,437	26.81	1/28/14	(7)
	1,875	1,125	27.20	6/02/14	(8)
	6,250	8,750	51.75	4/14/15	(9)
Robert J. Merullo, former Senior Vice President and Chief Concept Officer	3,906	8,594	46.22	9/01/15	(10)
		20,000	41.45	2/22/16	(3)
	19,583	417	14.98	1/29/13	(6)
	5,469	2,031	26.81	1/28/14	(7)
	1,563	937	27.20	6/02/14	(8)
	5,833	51.75	4/14/15	(9)	
	6,875	46.22	9/01/15	(10)	
	10,000	41.45	2/22/16	(3)	

(1) These options were issued to Mr. Mullen for his service as a non-employee director prior to his appointment as chief executive officer in August 2005 and vested in full June 2, 2006.

(2) These options vest pro rata 1/24th each month over a 24-month period that began September 25, 2005 and vest in full on August 25, 2007.

(3) These options vest 25% on the first anniversary date of issuance with the balance vesting pro rata on a monthly basis over the following 36-month period and in full on February 22, 2010.

(4) These options vest 25% on the first anniversary date of issuance with the balance vesting pro rata on a monthly basis over the following 36-month period and in full on June 17, 2009.





- (5) These options vested fully on October 23, 2004.
- (6) These options vested fully on January 29, 2007.
- (7) These options vest 25% on the first anniversary date of issuance with the balance vesting pro rata on a monthly basis over the following 36-month period and in full on January 28, 2008.
- (8) These options vest 25% on the first anniversary date of issuance with the balance vesting pro rata on a monthly basis over the following 36-month period and in full on June 2, 2008.
- (9) These options vest 25% on the first anniversary date of issuance with the balance vesting pro rata on a monthly basis over the following 36-month period and in full on April 14, 2009.
- (10) These options vest 25% on the first anniversary date of issuance with the balance vesting pro rata on a monthly basis over the following 36-month period and in full on September 1, 2009.

#### Options Exercised and Stock Vested

None of the named executive officers exercised options during 2006.

#### Nonqualified Deferred Compensation

The following table shows information about the amount of contributions, earnings and balances for each named executive officer under the Company's Nonqualified Deferred Compensation Plan as of December 31, 2006.

Name	Executive Contributions in Last Fiscal Year (\$)	Registrant Contributions in Last Fiscal Year (\$)(1)	Aggregate Earnings in Last Fiscal Year (\$)	Aggregate Withdrawals / Distributions (\$)	Aggregate Balance at Last Fiscal Year-End (\$)
Dennis B. Mullen, Chief Executive Officer					
Katherine L. Scherping, Chief Financial Officer	16,103		1,638		17,741
Eric C. Houseman, President and Chief Operating Officer	58,869		20,900	74,652	162,038
Michael E. Woods, Senior Vice President and Senior Knowledge Officer					
Todd Brighton, Senior Vice President and Chief Development Officer					
Robert J. Merullo, former Senior Vice President and Chief Concept Officer(1)			10,285	25,864	97,686

(1) The Company does not make any contributions to the Nonqualified Deferred Compensation Plan. The Executive Contributions column includes amounts that were also reported as either Salary or Non-Equity Incentive Plan Compensation in the Summary Compensation Table on page 21. These amounts, as well as amounts in the Aggregate Balance at Last Fiscal Year-End column that represent salary or bonus that were reported in the Summary Compensation Tables for prior years, are quantified below.

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The following table quantifies the annual rate of return earned by each of the named executive officers during 2006.

Name	Amount included in both Nonqualified Deferred Compensation Table and 2006 Summary Compensation Table (\$)	Amount included in Nonqualified Deferred Compensation Table previously Reported in Prior Years Summary Compensation Tables (\$)	Annual Rate of Return for 2006
Dennis B. Mullen, Chief Executive Officer	\$ 0	\$ 0	0
Katherine L. Scherping, Chief Financial Officer	16,103	0	20.3 %
Eric C. Houseman, President and Chief Operating Officer	58,869	128,802	16.2 %
Michael E. Woods, Senior Vice President And Senior Knowledge Officer	0	14,642	4.2 %
Todd Brighton, Senior Vice President and Chief Development Officer	0	0	0
Robert J. Merullo, former Senior Vice President and Chief Concept Officer	0	68,562	11.5 %

Company executives who earn over \$100,000 and who are generally considered highly compensated under federal tax laws are not permitted to participate in the Company's 401(k) program. To permit these executives to save for retirement, the Company has established the Red Robin Gourmet Burgers, Inc. Deferred Compensation Plan. The plan permits eligible executives to defer into a hypothetical account, on a pre-tax basis, up to 75% of the participant's annual salary and generally up to 100% of the executive's performance-based bonus. A participant's account under the plan only reflects salary and bonus deferrals, and the Company does not provide any matching credits or other contributions. At the end of fiscal year 2006, there were 26 participants and 139 employees eligible to participate.

Accounts are credited with earnings and losses based on hypothetical investments selected by the executive from an array of investment options available under the plan which may change from time to time. As of December 31, 2006, the hypothetical investment options included domestic and international equity, income, short-term investment and blended funds. Participants can change their investment elections monthly by contacting the plan administrator.

When participants elect to defer amounts into the plan, they also select when the amounts ultimately will be distributed. Participants can elect to have deferrals for a particular year paid in a future year if the participant is still employed at that time. Such in-service distributions are made in the form of a lump sum or, if the participant's deferrals for the year are at least \$25,000, the participant can elect to receive payment in up to 5 annual installments. Otherwise, payment of a participant's account is made in the February following the participant's termination of employment in the form of a lump sum or in 5, 10, or 15 annual installments if the participant so elected at the time of deferral and if the participant's total account balance is at least \$50,000.

A participant can elect to change a prior distribution election to further delay distribution provided that such new election must be provided at least 12 months before the date the previously scheduled

distribution would have occurred and provided that the new distribution date is at least 5 years from the originally scheduled distribution date. A participant may obtain a withdrawal prior to the date otherwise scheduled or elected by the participant if the participant incurs an unforeseeable emergency (generally including illness, casualty losses, etc.).

With respect to deferrals after 2004, the plan is intended to comply with the requirements of section 409A of the Internal Revenue Code, which was enacted as part of the American Jobs Creation Act of 2004. The Internal Revenue Service has not yet issued final regulations concerning the requirements of Code section 409A, and, therefore, the terms of the plan, as described above, may change following the issuance of such final regulations. The plan is considered to be non-qualified plans for federal tax purposes, meaning that the arrangements are deemed to be unfunded and an executive's interest in the plan is no greater than that of an unsecured general creditor of the Company.

#### **Potential Payments upon Termination or Change in Control**

##### *Under Employment Agreements*

**Dennis B. Mullen.** Our employment agreement, as amended effective April 17, 2007, with our chief executive officer, Dennis B. Mullen, provides that he is entitled to payment of certain compensation upon termination of his employment. The employment agreement terminates automatically in the event of Mr. Mullen's death or upon 30 days advance written notice from the Company in the event that he becomes disabled (as defined in the employment agreement). In the event Mr. Mullen's employment terminates on account of his death or disability or as a result of the voluntary resignation of Mr. Mullen, he (or his estate) is entitled to receive his base salary and accrued vacation pay through the date of termination and any compensation previously deferred by Mr. Mullen or due pursuant to any applicable welfare or benefit plans. He or his estate is also entitled to receive under such circumstances a pro rata share of any annual incentive bonus for which he would have otherwise been eligible, determined on the basis of the number of days during which he was employed by the Company during the applicable fiscal year.

The Company may terminate Mr. Mullen's employment at any time for cause, which is defined in the employment agreement to include, among other things, neglect in the performance of his duties, engaging in certain acts of misconduct (including a violation of the Company's code of ethics or other policies) or failure to follow lawful directives from the board of directors. In the event Mr. Mullen's employment is terminated for cause, he is entitled to receive his base salary and accrued vacation pay through the date of termination.

The amended employment agreement added a provision permitting a termination by the Company in connection with a transition event. As defined in the amended agreement, a transition event is a termination of Mr. Mullen's employment as chief executive officer and as chairman with the mutual approval of a majority of the board and Mr. Mullen in connection with the hiring or promotion of another person into such positions with at least 30 days advance written notice. Upon the occurrence of a transition event, Mr. Mullen is entitled to receive his base salary and accrued vacation pay through the date of termination and any compensation previously deferred by Mr. Mullen or due pursuant to any applicable welfare or benefit plans. Upon the execution of a general release of the Company, he is also entitled to receive under such circumstances a pro rata share of any annual incentive bonus for which he would have otherwise been eligible, determined on the basis of the number of days during which he was employed by the Company during the applicable fiscal year.

The Company may also terminate Mr. Mullen's employment without cause with at least 30 days advance written notice. If, prior to December 31, 2010, the expiration of the stated term of the amended employment agreement, Mr. Mullen's employment is terminated for any reason other than for cause or other than in connection with a transition event, then Mr. Mullen is entitled to receive his base salary and

accrued vacation pay through the date of termination. In addition, conditioned upon delivering a general release to the Company, under the amended employment agreement Mr. Mullen is also entitled to receive the following payments and benefits:

- continued payment, for a period consisting of the lesser of twelve months following the effective date of termination or the remainder of the existing employment period, of his base salary as in effect immediately prior to the date of termination;
- payment of the pro rata share (determined on the basis of the number of days during which he was employed by the Company during the applicable fiscal year) of any annual incentive bonus for which he would otherwise have been eligible; and
- payment or reimbursement of the cost of continuing coverage for Mr. Mullen and his spouse under the Company's then existing medical, dental and prescription insurance plans for a period consisting of the lesser of twelve months following the effective date of termination or the remainder of the existing employment period.

In addition, Mr. Mullen's amended employment agreement provides for the same payments payable upon a termination without cause described above to be made to Mr. Mullen upon the occurrence of a double trigger change in control. Such payments are to be made in the event that a change in control occurs and Mr. Mullen's employment as chief executive officer or chairman is involuntarily terminated for good reason within one year following such change in control. The definition of change in control is substantially similar to the definition contained in the 2004 Performance Incentive Plan, as discussed below, except that the amended employment agreement provides that a change in control occurs if a majority of the individuals who serve in the same class of directors cease for any reason to constitute at least a majority of that class of directors. Good reason is defined as a reduction in Mr. Mullen's compensation, relocation of the Company's headquarters to a location more than 20 miles from the existing location, or a significant reduction in the then-effective responsibilities of Mr. Mullen as chairman or chief executive officer without Mr. Mullen's prior written consent. Mr. Mullen's original employment agreement did not contemplate any payments to be made to Mr. Mullen in a change in control situation.

**Michael Woods.** Our employment agreement with Michael Woods requires that Mr. Woods be paid severance at his then-current base salary monthly for a term of one year if his employment is terminated without cause. Mr. Woods' agreement does not define cause, but generally, the board of directors and management would likely use a definition generally understood to constitute cause, similar to that defined in Mr. Mullen's agreement. Mr. Woods will receive 12 equal monthly payments following the date of termination of his employment. Mr. Woods' agreement contains a provision that 125,000 options (granted to him at or near the date of the agreement) would vest upon a change of control; however, all such options have already vested in accordance with their terms.

The following table presents the amount of compensation payable to each of Mr. Mullen and Mr. Woods if the triggering termination event had occurred on the last day of our most recently completed fiscal year, December 31, 2006.

Name	Benefit(1)	Termination w/o Cause(2)	Termination with Cause	Death	Disability	Change in Control(3)
Dennis B. Mullen	Salary	\$ 312,500 (4)				
	Bonus(5)	\$ 566,327		\$ 566,327	\$ 566,327	
	Health Benefits	\$ 3,775 (6)				
Michael Woods	Salary	\$ 293,000 (7)				

(1) A number of our employee benefit and incentive pay plans provide for payment upon termination of employment of any participant. If terminated on December 31, 2006, Mr. Mullen and Mr. Woods

would receive benefits and payments under these plans in addition to the amounts described in the table above.

(2) Under Mr. Mullen's employment agreement in effect on December 31, 2006, were Mr. Mullen terminated effective as of December 31, 2006, he would have been entitled to receive the following payments: (a) continued payment for a period of six months following the effective date of termination of his base salary as in effect immediately prior to the date of termination; (b) payment of the greater of 50% or a pro rata share (determined on the basis of the number of days during which he was employed by the Company during the applicable fiscal year) of any annual incentive bonus for which he would otherwise have been eligible; and (c) payment or reimbursement of the cost of continuing coverage for Mr. Mullen and his spouse under the Company's then existing medical, dental and prescription insurance plans for a period of six months following the effective date of termination.

(3) Mr. Mullen's employment agreement in effect at December 31, 2006 did not contain any provision requiring payments upon a change in control, however, his amended agreement does contain such provisions as more fully described above.

(4) Represents the total amount of continued payments for a period of six months following the effective date of termination based on Mr. Mullen's 2006 base salary of \$625,000.

(5) The amount in the bonus row represents the full year annual bonus to which he would have been entitled based on his employment with the Company for the entire fiscal 2006 year. Mr. Mullen would have received a proportionately smaller bonus, but no less than 50%, prorated over the number of days during which he was employed with the Company had it been less than the full year. This amount does not include the special one-time acquisition bonus.

(6) Consists of the costs of continuing the coverage for Mr. Mullen and his spouse under the Company's existing medical, dental and prescription insurance plans for a period of six months following the effective date of termination.

(7) Represents the total amount of payments over the one year period following the effective date of termination based on Mr. Woods' base salary in effect on December 31, 2006.

***Subsequent Compensation Mullen Restricted Stock Grant Awards***

On February 27, 2007, the Company granted Mr. Mullen, our chief executive officer, 22,000 shares of restricted stock under the 2004 Performance Incentive Plan. The restricted stock vests in full on December 31, 2007, however, the vesting schedule will accelerate on the occurrence of a double trigger change in control of the Company, whereby Mr. Mullen's employment is involuntarily terminated for good reason within one year following a change in control. The definition of change in control is substantially similar to the definition contained in the 2004 Performance Incentive Plan, as discussed below, except that the restricted stock grant agreement provides that a change in control occurs if a majority of the individuals who serve in the same class of directors cease for any reason to constitute at least a majority of that class of directors. Because these shares were not outstanding at December 31, 2006, they have not been included in the table above concerning payments upon triggering termination events.

On April 17, 2007 and in connection with the amendment of Mr. Mullen's employment agreement extending his employment period until December 31, 2010, the Company granted Mr. Mullen an additional 75,000 shares of restricted stock under the 2004 Performance Incentive Plan. The restricted stock vests in equal 1/3 installments on December 31st of each of 2008, 2009 and 2010. The vesting schedule will accelerate on the occurrence of a double trigger change in control of the Company, whereby Mr. Mullen's employment is involuntarily terminated for good reason within one year following a change in control. As with the February 2007 restricted stock grant, the definition of change in control is substantially similar to the definition contained in the 2004 Performance Incentive Plan, as discussed

below, except that the restricted stock grant agreement provides that a change in control occurs if a majority of the individuals who serve in the same class of directors cease for any reason to constitute at least a majority of that class of directors. Because these shares were not outstanding at December 31, 2006, they have not been included in the table above concerning payments upon triggering termination events.

#### **Change-in-Control Arrangements**

In addition to change-in-control provisions included in Mr. Mullen's amended employment agreement, the following is a description of the change-in-control provisions contained within our stock option plans under which there are options currently outstanding:

**2000 Management Performance Common Stock Option Plan.** Outstanding options under our 2000 Management Performance Common Stock Option Plan may become fully vested in connection with the sale or disposition of substantially all of our common stock or our assets. In addition, the plan administrator may provide for the assumption, substitution or settlement of the outstanding options under the 2000 Management Performance Common Stock Option Plan in the event of a control transfer. A control transfer is defined in the 2000 Management Performance Common Stock Option Plan and generally includes any person or group of persons who were not stockholders on April 30, 2000 becoming the owner of more than 50.0% of our outstanding voting shares, our merger, consolidation, or other reorganization in which any such person or group owns more than 50.0% of the outstanding voting shares of the surviving or resulting entity, or all or substantially all of our assets are sold or otherwise transferred to any such person or group.

**2002 Stock Incentive Plan.** Each award granted under the 2002 Stock Incentive Plan may, at the discretion of our board of directors or a committee appointed by our board of directors to administer the plan, become fully vested, exercisable, or payable, as applicable, upon a change in control event if the award will not be assumed or substituted for or otherwise continued after the event. A change of control, as defined in the 2002 Plan, generally includes:

- stockholder approval of our dissolution or liquidation;
- certain changes in a majority of the membership of our board of directors over a period of two years or less;
- the acquisition of more than 30.0% of our outstanding voting securities by any person other than a person who held more than 20.0% of our outstanding voting securities as of the date that the 2002 Stock Incentive Plan was approved, a company benefit plan, or one of their affiliates, successors, heirs, relatives or certain donees or certain other affiliates;
- certain transfers of all or substantially all of our assets; and
- a merger, consolidation or reorganization (other than with an affiliate) whereby our stockholders do not own more than 50.0% of the outstanding voting securities of the resulting entity after such event.

In addition, if we terminate any participant's employment for any reason other than for cause either in express anticipation of, or within one year after a change in control event, then all awards held by that participant will vest in full immediately before his or her termination date. The plan administrator may also provide for alternative settlements (including cash payments), the assumption or substitution of awards or other adjustments in the event of a change of control event or in the context of any other reorganization of the Company.

**2004 Performance Incentive Plan.** Generally, and subject to limited exceptions set forth in the 2004 Performance Incentive Plan, if any person acquires more than 30% of the outstanding common stock or combined voting power of the Company, if certain changes in a majority of our board of directors occur over a period of not longer than two years, if stockholders prior to a transaction do not continue to own more than 50% of the voting securities of the Company (or a successor or a parent) following a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of our subsidiaries, a sale or other disposition of all or substantially all of the Company's assets or the acquisition of assets or stock of another entity by us or any of our subsidiaries, or if the Company is dissolved or liquidated, then awards then-outstanding under the 2004 Plan may become fully vested or paid, as applicable, and may terminate or be terminated in such circumstances. Unless otherwise provided by the plan administrator, a change in control in and of itself generally will not trigger the accelerated vesting of awards granted under the 2004 Plan unless the awards will not be assumed by a successor or will otherwise not continue following the change in control event. The plan administrator also has the discretion to establish other change in control provisions with respect to awards granted under the 2004 Plan. For example, the Administrator could provide for the acceleration of vesting or payment of an award in connection with a change in control event that is not described above and provide that any such acceleration shall be automatic upon the occurrence of any such event.

There are currently no amounts payable to or accrued for payment to any named executive officer under the change-in-control provisions contained in the Plans.

#### Director Compensation

The following table sets forth a summary of the compensation we paid to our non-employee directors in 2006:

Name	Fees Earned or Paid in Cash (\$)	Option Awards (\$)(1)	All Other Compensation (\$)(2)	Total (\$)
Benjamin D. Graebel	43,000	37,038	404	80,442
Edward T. Harvey, Jr.	66,500	37,038	6	103,544
Richard J. Howell	62,581	37,038	512	100,131
James T. Rothe	47,000	37,038	518	84,556
J. Taylor Simonton	64,581	37,038	1,091	102,710
Gary J. Singer	54,000	37,038	152	91,190

(1) Each non-employee director was awarded options to purchase 5,000 shares of common stock in June 2006. The fair value of such options was computed in accordance with FAS123R at \$7.4076 per share. As of the end of the fiscal year 2006, the aggregate number of option awards outstanding for each director was as follows:

Benjamin D. Graebel	21,000
Edward T. Harvey, Jr.	10,000
Richard J. Howell	10,000
James T. Rothe	15,000
J. Taylor Simonton	10,000
Gary J. Singer	15,000

(2) Each non-employee director is entitled to receive complementary food and beverages at the Company's restaurants. The value to the non-employee directors is 35% of the amount provided as a meal discount which represents the cost of goods and labor at the Company's restaurants. Amounts

reported by the Company do not reflect whether the activity was business-related or for personal use, and consequently the compensation benefit to the director may be lower than reported.

#### ***Annual Retainers***

Each director who is not an employee of the Company receives an annual retainer of \$25,000, payable in equal quarterly installments. The lead director and each board committee chair also receive an additional retainer each year in the following amounts: lead director, \$5,000; chair of the audit committee, \$5,000; chair of the compensation committee, \$3,000; and chair of the nominating and governance committee, \$3,000. The additional retainer amounts are paid to the lead director and the committee chairs in equal quarterly installments.

#### ***Meeting Fees***

Each non-employee director receives \$2,000 for each in-person board meeting attended. Each member of the compensation committee and each member of the nominating and governance committee receives \$2,000 for each in-person committee meeting attended, and each member of the audit committee (other than the chair) receives \$3,000 for each in-person meeting of the audit committee attended. The chair of the audit committee receives a fee of \$4,000 for each in-person audit committee meeting attended. A director receives \$1,000 for each regularly scheduled telephonic board meeting attended, and \$500 for each regularly scheduled telephonic committee meeting attended. A director receives one-half of the specified meeting fee for any scheduled in-person meeting in which the director instead participates by telephone. The Company also reimburses the directors for costs incurred by them in traveling to and attending board and committee meetings.

#### ***Stock Options***

Upon initial appointment or election to the board of directors, each non-employee director receives a non-qualified option grant covering 5,000 shares. In addition, at the discretion of the board of directors, each non-employee director is eligible to receive annual option grants up to a maximum of 5,000 shares per year. All stock options are granted pursuant to the Company's 2004 Performance Incentive Plan with an exercise price equal to the fair market value of the underlying common stock on the date of grant. The annual grants are awarded on the date of the annual stockholder meeting. Each initial grant of 5,000 stock options vests and becomes exercisable in equal monthly installments over the 24-month period following the date of grant. Each discretionary grant of stock options vests and becomes exercisable in equal monthly installments over the 12-month period following the date of grant.

#### ***Indemnification of Directors***

The Company has entered into agreements to indemnify its directors and executive officers. Under these agreements, the Company is obligated to indemnify its directors and officers to the fullest extent permitted under the Delaware General Corporation Law for expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by them in any action or proceeding arising out of their services as a director or officer. The Company believes that these agreements are necessary in attracting and retaining qualified directors and officers.



## COMPENSATION COMMITTEE REPORT

*The following Report of the Compensation Committee does not constitute soliciting material and should not be deemed filed or incorporated by reference into any other Company filing under the Securities Act of 1933 or the Securities Act of 1934, except to the extent the Company specifically incorporates this Report.*

The compensation committee, comprised of independent directors, reviewed and discussed the above Compensation Discussion and Analysis with the Company's management. Based on the review and discussions, the compensation committee recommended to the Company's board of directors that the Compensation Discussion and Analysis be included in this proxy statement.

### THE COMPENSATION COMMITTEE

James T. Rothe, Chair  
Edward T. Harvey, Jr.  
Gary J. Singer

## PROPOSAL 2 APPROVAL OF THE 2007 PERFORMANCE INCENTIVE PLAN

### Introduction

At the Annual Meeting, we will ask stockholders to approve the Red Robin Gourmet Burgers, Inc. 2007 Performance Incentive Plan (the "2007 Plan"), which was approved by our compensation committee on April 4, 2007. We believe that incentives and stock-based awards focus employees on the objective of creating stockholder value and promoting the success of the Company, and that incentive compensation plans like the proposed 2007 Plan are an important attraction, retention and motivation tool for participants in the plan.

We currently maintain the Red Robin Gourmet Burgers, Inc. 1996 Stock Option Plan (the "1996 Plan"), 2000 Management Performance Common Stock Option Plan (the "2000 Plan"), 2002 Stock Incentive Plan (the "2002 Plan"), and 2004 Performance Incentive Plan (the "2004 Plan"). As of April 12, 2007, a total of 1,449,902 shares of our common stock were then subject to outstanding awards granted under the 2004 Plan, and an additional 318,453 shares of our common stock were then available for new award grants under the 2004 Plan. As of April 12, 2007, a total of 279,832 shares of our common stock were then subject to outstanding awards granted under the 2002 Plan, a total of 7,700 shares of our common stock were then subject to outstanding awards granted under the 1996 Plan, and a total of 67,372 shares of our common stock were then subject to outstanding awards granted under the 2000 Plan. The weighted average term for all outstanding awards was 8.26 years as of April 12, 2007. No additional awards may be granted under the 1996 Plan, 2000 Plan, or 2002 Plan. The 1996 Plan, the 2000 Plan, the 2002 Plan, and the 2004 Plan are referred to collectively in this proposal as the "Existing Plans."

The compensation committee approved the 2007 Plan based, in part, on a belief that the number of our shares currently available under the 2004 Plan does not give the Company sufficient authority and flexibility to adequately provide for future incentives. The 2007 Plan provides for grant of awards of up to 1,000,000 shares of our common stock. The 1,000,000 shares is comprised of the number of shares that will be available for grant that remain from the 2004 Plan and an additional number of new shares to equal a total of 1,000,000. The exact number of new shares and shares available under the 2004 Plan will vary because additional awards may be made under the 2004 Plan prior to the annual meeting on May 31, 2007. However, the total number available under the proposed 2007 Plan will not exceed 1,000,000 shares.

If stockholders approve the 2007 Plan, no new awards will be granted under the 2004 Plan after the annual meeting.

Based on our equity award plans in effect and outstanding awards at April 12, 2007, if stockholders approve the 2007 Plan the total number of shares subject to outstanding awards and available for future awards under the 2007 Plan and other continuing equity compensation plans would be as follows:

Shares subject to outstanding awards (weighted average exercise price \$37.83)	1,804,806
Shares to be available for future equity awards, including under the proposed 2007 Plan	1,000,000
Total shares	2,804,806
Percentage of outstanding shares*	16.8 %

\* Outstanding shares (the denominator in this calculation) includes all common stock outstanding at April 12, 2007 and does not include issuance of unissued shares reserved for outstanding or future awards under the existing plans and the proposed 2007 Plan.

If stockholders do not approve the 2007 Plan, we will continue to have the authority to grant awards under the 2004 Plan. If stockholders approve the 2007 Plan, the termination of our grant authority under the 2004 Plan will not affect awards then outstanding under that plan.

#### Summary Description of the 2007 Performance Incentive Plan

The principal terms of the 2007 Plan are summarized below. The following summary is qualified in its entirety by the full text of the 2007 Plan, which appears as Appendix A to this proxy statement.

**Purpose.** The purpose of the 2007 Plan is to promote the success of the Company and the interests of our stockholders by providing an additional means for us to attract, motivate, retain and reward directors, officers, employees and other eligible persons through the grant of awards and incentives for high levels of individual performance and improved financial performance of the Company. Equity-based awards are also intended to further align the interests of award recipients and our stockholders.

**Administration.** Our board of directors or one or more committees appointed by our board of directors will administer the 2007 Plan. Our board of directors has delegated general administrative authority for the 2007 Plan to the compensation committee. A committee may delegate some or all of its authority with respect to the 2007 Plan to another committee of directors and certain limited award grant authority to grant awards to employees may be delegated to one or more officers of the Company. The appropriate acting body, be it the board of directors, a committee within its delegated authority, or an officer within his or her delegated authority, is referred to in this proposal as the Administrator .

The Administrator has broad authority under the 2007 Plan with respect to award grants including, without limitation, the authority:

- to select participants and determine the type(s) of award(s) that they are to receive;
- to determine the number of shares that are to be subject to awards and the terms and conditions of awards, including the price (if any) to be paid for the shares or the award;
- to cancel, modify, or waive our rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding awards, subject to any required consents;
- to accelerate or extend the vesting or exercisability or extend the term of any or all outstanding awards;
- subject to the other provisions of the 2007 Plan, to make certain adjustments to an outstanding award and to authorize the conversion, succession or substitution of an award;
- to allow the purchase price of an award or shares of our common stock to be paid in the form of cash, check, or electronic funds transfer, by the delivery of already-owned shares of our common



stock or by a reduction of the number of shares deliverable pursuant to the award, by services rendered by the recipient of the award, by notice in third party payment or cashless exercise on such terms as the Administrator may authorize, or any other form permitted by law.

**No Repricing.** In no case (except due to an adjustment to reflect a stock split or similar event or any repricing that may be approved by stockholders) will any adjustment be made to a stock option or stock appreciation right award under the 2007 Plan (by amendment, cancellation and regrant, exchange or other means) that would constitute a repricing of the per share exercise or base price of the award.

**Eligibility.** Persons eligible to receive awards under the 2007 Plan include officers or employees of the Company or any of our subsidiaries, directors of the Company, and certain consultants and advisors to the Company or any of our subsidiaries. Currently, approximately 440 officers and employees of the Company and our subsidiaries (including all of our named executive officers), and each of our six non-employee directors, are considered eligible under the 2007 Plan.

**Authorized Shares; Limits on Awards.** The maximum number of shares of our common stock that may be issued or transferred pursuant to awards under the 2007 Plan is 1,000,000, which is comprised of that number of shares available for additional award grant purposes under the 2004 Plan as of the date of the annual meeting and an additional number of new shares that together with shares available under the 2004 Plan total 1,000,000 shares. As of April 12, 2007, 318,453 shares were available for awards under the 2004 Plan, and 1,804,806 shares were subject to awards then outstanding under the Existing Plans. As noted above, no new awards may be granted under the 1996, 2000 and 2002 Plans, and no new awards will be granted under the 2004 Plan after the annual meeting if stockholders approve the 2007 Plan.

The following other limits are also contained in the 2007 Plan:

- The maximum number of shares that may be delivered pursuant to options qualified as incentive stock options granted under the plan is 1,000,000 shares.
- The maximum number of shares subject to those options and stock appreciation rights that are granted during any calendar year to any individual under the plan is 170,000 shares.
- The maximum number of shares that may be delivered pursuant to full-value awards granted under the plan, other than in the circumstances described in the next sentence, is 300,000 shares. This limit on so-called full-value awards does not apply, however, to shares delivered pursuant to option or stock appreciation right grants the per share exercise or base price, as applicable, of which is at least equal to the fair market value of a share of our common stock at the time of grant of the award.
- The maximum number of shares that may be delivered pursuant to awards granted to non-employee directors under the plan is 100,000 shares. This limit does not apply, however, to shares delivered in respect of compensation earned but deferred.
- Performance-Based Awards under Section 5.2 of the 2007 Plan payable only in cash and not related to shares and granted to a participant in any one calendar year will not provide for payment of more than \$1,500,000.

The 2007 Plan generally provides that shares issued in connection with awards that are granted by or become obligations of the Company through the assumption of awards (or in substitution for awards) in connection with an acquisition of another Company will not count against the shares available for issuance under the 2007 Plan.

**Types of Awards.** The 2007 Plan authorizes stock options, stock appreciation rights, restricted stock, stock bonuses and other forms of awards granted or denominated in our common stock or units of our common stock, as well as cash

bonus awards pursuant to Section 5.2 of the 2007 Plan. The 2007 Plan

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retains flexibility to offer competitive incentives and to tailor benefits to specific needs and circumstances. Any award may be paid or settled in cash.

A stock option is the right to purchase shares of our common stock at a future date at a specified price per share (the exercise price). The per share exercise price of an option generally may not be less than the fair market value of a share of our common stock on the date of grant. The maximum term of an option is ten years from the date of grant. An option may either be an incentive stock option or a nonqualified stock option. Incentive stock option benefits are taxed differently from nonqualified stock options, as described under Federal Income Tax Consequences of Awards Under the 2007 Plan below. Incentive stock options are also subject to more restrictive terms and are limited in amount by the U.S. Internal Revenue Code and the 2007 Plan. Incentive stock options may only be granted to employees of the Company or a subsidiary.

A stock appreciation right is the right to receive payment of an amount equal to the excess of the fair market value of shares of our common stock on the date of exercise of the stock appreciation right over the base price of the stock appreciation right. The base price will be established by the Administrator at the time of grant of the stock appreciation right and generally cannot be less than the fair market value of a share of our common stock on the date of grant. Stock appreciation rights may be granted in connection with other awards or independently. The maximum term of a stock appreciation right is ten years from the date of grant.

The other types of awards that may be granted under the 2007 Plan include, without limitation, stock bonuses, restricted stock, performance stock, stock units, dividend equivalents, or similar rights to purchase or acquire shares, and cash awards granted consistent with Section 5.2 of the 2007 Plan as described below.

**Performance-Based Awards.** The Administrator may grant awards that are intended to be performance-based awards within the meaning of Section 162(m) of the U.S. Internal Revenue Code ( Performance-Based Awards ). Performance-Based Awards are in addition to any of the other types of awards that may be granted under the 2007 Plan (including options and stock appreciation rights which may also qualify as performance-based awards for Section 162(m) purposes). Performance-Based Awards may be in the form of restricted stock, performance stock, stock units, other rights, or cash bonus opportunities.

The vesting or payment of Performance-Based Awards (other than options or stock appreciation rights) will depend on the absolute or relative performance of the Company on a consolidated, subsidiary, segment, division, or business unit basis. The Administrator will establish the criterion or criteria and target(s) on which performance will be measured. The Administrator must establish criteria and targets in advance of applicable deadlines under the U.S. Internal Revenue Code and while the attainment of the performance targets remains substantially uncertain. The criteria that the Administrator may use for this purpose will include one or more of the following: earnings per share, cash flow (which means cash and cash equivalents derived from either net cash flow from operations or net cash flow from operations, financing and investing activities), total stockholder return, gross revenue, revenue growth, operating income (before or after taxes), net earnings (before or after interest, taxes, depreciation and/or amortization), return on equity, capital employed, or on assets or on net investment, cost containment or reduction, operating margin or any combination thereof. The performance measurement period with respect to an award may range from three months to ten years. Performance targets will be adjusted to mitigate the unbudgeted impact of material, unusual or nonrecurring gains and losses, accounting changes or other extraordinary events not foreseen at the time the targets were set unless the Administrator provides otherwise at the time of establishing the targets.

Performance-Based Awards may be paid in stock or in cash (in either case, subject to the limits described under the heading Authorized Shares; Limits on Awards above). Before any Performance-

Based Award (other than an option or stock appreciation right) is paid, the Administrator must certify that the performance target or targets have been satisfied. The Administrator has discretion to determine the performance target or targets and any other restrictions or other limitations of Performance-Based Awards and may reserve discretion to reduce payments below maximum award limits.

**Acceleration of Awards; Possible Early Termination of Awards.** Generally, and subject to limited exceptions set forth in the 2007 Plan, if any person acquires more than 50% of the outstanding common stock or combined voting power of the Company, if there are certain changes in a majority of our board of directors, if stockholders prior to a transaction do not continue to own more than 50% of the voting securities of the Company (or a successor or a parent) following a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of our subsidiaries, a sale or other disposition of all or substantially all of the Company's assets or the acquisition of assets or stock of another entity by us or any of our subsidiaries, or if the Company is dissolved or liquidated, then awards then-outstanding under the 2007 Plan may become fully vested or paid, as applicable, and may terminate or be terminated upon consummation of such a change in control event. However, unless the individual award agreement provides otherwise, with respect to executive and certain other high level officers of the Company, upon the occurrence of a change in control event, no award will vest unless such officer's employment with the Company is terminated by the Company without cause within the two-year period following such change in control event. The Administrator also has the discretion to establish other change in control provisions with respect to awards granted under the 2007 Plan. For example, the Administrator could provide for the acceleration of vesting or payment of an award in connection with a change in control event that is not described above and provide that any such acceleration shall be automatic upon the occurrence of any such event.

**Transfer Restrictions.** Subject to certain exceptions contained in Section 5.7 of the 2007 Plan, awards under the 2007 Plan generally are not transferable by the recipient other than by will or the laws of descent and distribution, or pursuant to domestic relations orders, and are generally exercisable, during the recipient's lifetime, only by the recipient. Any amounts payable or shares issuable pursuant to an award generally will be paid only to the recipient or the recipient's beneficiary or representative. The Administrator has discretion, however, to establish written conditions and procedures for the transfer of awards to other persons or entities, provided that such transfers comply with applicable federal and state securities laws.

**Adjustments.** As is customary in incentive plans of this nature, each share limit and the number and kind of shares available under the 2007 Plan and any outstanding awards, as well as the exercise or purchase prices of awards, and performance targets under certain types of performance-based awards, are subject to adjustment in the event of certain reorganizations, mergers, combinations, recapitalizations, stock splits, stock dividends, or other similar events that change the number or kind of shares outstanding, and extraordinary dividends or distributions of property to the stockholders.

**No Limit on Other Authority.** Except as expressly provided with respect to the termination of the authority to grant new awards under the 1996 Plan, the 2000 Plan, the 2002 Plan, and the 2004 Plan, if stockholders approve the 2007 Plan, the 2007 Plan does not limit the authority of the board of directors or any committee to grant awards or authorize any other compensation, with or without reference to our common stock, under any other plan or authority.

**Termination of or Changes to the 2007 Plan.** The Administrator may amend or terminate the 2007 Plan at any time and in any manner. Stockholder approval for an amendment will be required only to the extent then required by applicable law or any applicable listing agency or required under Sections 162, 409A, 422 or 424 of the U.S. Internal Revenue Code to preserve the intended tax consequences of the plan. For example, stockholder approval will be required for any amendment that proposes to increase the maximum number of shares that may be delivered with respect to awards granted under the 2007 Plan.





(Adjustments as a result of stock splits or similar events will not, however, be considered an amendment requiring stockholder approval.) Unless terminated earlier by the board of directors, the authority to grant new awards under the 2007 Plan will terminate on April 3, 2017. Outstanding awards, as well as the Administrator's authority with respect thereto, generally will continue following the expiration or termination of the 2007 Plan. Generally speaking, outstanding awards may be amended by the Administrator (except for a repricing), but the consent of the award holder is required if the amendment (or any plan amendment) materially and adversely affects the holder.

#### **Federal Income Tax Consequences of Awards under the 2007 Plan**

The U.S. federal income tax consequences of the 2007 Plan under current federal law, which is subject to change, are summarized in the following discussion of the general tax principles applicable to the 2007 Plan. This summary is not intended to be exhaustive and, among other considerations, does not describe state, local, or international tax consequences.

With respect to nonqualified stock options, the Company is generally entitled to deduct, and the participant recognizes, taxable income in an amount equal to the difference between the option exercise price and the fair market value of the shares at the time of exercise. With respect to incentive stock options, the Company is generally not entitled to a deduction nor does the participant recognize income at the time of exercise, although the participant may be subject to the U.S. federal alternative minimum tax.

The current federal income tax consequences of other awards authorized under the 2007 Plan generally follow certain basic patterns: stock appreciation rights are taxed and deductible in substantially the same manner as nonqualified stock options; nontransferable restricted stock subject to a substantial risk of forfeiture results in income recognition equal to the excess of the fair market value over the price paid (if any) only at the time the restrictions lapse (unless the recipient elects to accelerate recognition as of the date of grant); bonuses, cash and stock-based performance awards, dividend equivalents, stock units, and other types of awards are generally subject to tax at the time of payment; and compensation otherwise effectively deferred is taxed when paid. In each of the foregoing cases, the Company will generally have a corresponding deduction at the time the participant recognizes income.

If an award is accelerated under the 2007 Plan in connection with a change in control (as this term is used under the U.S. Internal Revenue Code), the Company may not be permitted to deduct the portion of the compensation attributable to the acceleration (parachute payments) if it exceeds certain threshold limits under the U.S. Internal Revenue Code (and certain related excise taxes may be triggered). Furthermore, the aggregate compensation in excess of \$1,000,000 attributable to awards that are not performance-based within the meaning of Section 162(m) of the U.S. Internal Revenue Code may not be permitted to be deducted by the Company in certain circumstances.

#### **New Plan Benefits Under the 2007 Plan**

Because future awards under the 2007 Plan will be granted in the discretion of the Committee, the type, number, recipients, and other terms of such awards cannot be determined at this time. Information regarding our recent practices with respect to annual and long-term incentive awards and stock-based compensation under existing plans is presented in the Summary Compensation Table and Outstanding Equity Awards at 2006 Fiscal Year-End table contained elsewhere in this proxy statement, and in our financial statements for the fiscal year ended December 31, 2006, in the Annual Report on Form 10-K which accompanies this proxy statement.

If stockholders decline to approve the 2007 Plan, no awards will be granted under the 2007 Plan, but awards may continue to be granted under the 2004 Performance Incentive Plan. In addition, there are likely insufficient shares available for grants of awards under the 2004 Plan beyond the current year to

participants based upon our past practices and compensation programs. Consequently, the Company may use additional cash or other compensation to retain, reward and incent employee performance.

**Required Vote**

Approval of the 2007 Performance Incentive Plan requires the affirmative vote of a majority of the votes cast in person or by proxy at the annual meeting.

**Recommendation of the Board of Directors**

**Our board of directors recommends that you vote FOR approval of the 2007 Performance Incentive Plan.**

**PROPOSAL 3  
RATIFICATION OF APPOINTMENT OF INDEPENDENT AUDITORS**

The firm of Deloitte & Touche LLP ( Deloitte ) served as our independent auditors for the 2006 fiscal year ended December 31, 2006. The audit committee has appointed Deloitte to serve for the current 2007 fiscal year ending December 30, 2007. Our board is requesting ratification by our stockholders of Deloitte s appointment. Representatives of Deloitte will be present at the meeting, will have an opportunity to make a statement if they desire to do so, and will be available to respond to any questions that might arise.

In the event this proposal is defeated, the stockholder vote will not be binding on the Company but may be considered by our audit committee when it considers selecting other auditors for the next fiscal year. However, because of the difficulty and expense of making any substitution of auditors after the beginning of the fiscal year, Deloitte s appointment for the 2007 fiscal year will be permitted to stand unless the audit committee finds other reasons for making a change.

**Principal Accountant Fees and Services**

The following table summarizes the aggregate fees billed by Deloitte for the 2006 and 2005 fiscal years:

	2006		2005	
Audit fees	\$	574,223	\$	546,526
Audit-related fees	\$	59,500		
Tax fees				
All other fees	\$	3,000	\$	3,000
Total	\$	636,723	\$	549,526

*Audit Fees*

Fees for audit services consisted of the audit of our annual financial statements and reports on internal controls required by the Sarbanes-Oxley Act of 2002, reviews of our quarterly financial statements and fees related to a review of our Uniform Franchise Offering Circular.

*Audit-Related Fees*

Fees for audit-related services billed in 2006 related to procedures performed in connection with our acquisition of 13 franchised restaurants.

*All Other Fees*

All other fees billed in 2006 and 2005 consisted of license fees related to Deloitte & Touche's proprietary web-based research database.

With respect to non-audit services provided from time to time, of which none were provided in 2006, the audit committee considers whether Deloitte's provision of other non-audit services to the Company is compatible with maintaining Deloitte's independence. The audit committee discussed these services with the independent auditor and Company management to determine that the services are permitted under the rules and regulations concerning auditor independence promulgated by the SEC to implement the Sarbanes-Oxley Act of 2002, as well as the American Institute of Certified Public Accountants.

**Audit Committee's Pre-Approval Policies and Procedures**

The audit committee pre-approves all audit and non-audit services to be performed by Deloitte, and has established policies and procedures to ensure that the Company is in full compliance with the requirements for pre-approval set forth in the Sarbanes-Oxley Act of 2002 and the SEC rules regarding auditor independence. These policies and procedures provide a mechanism by which management can request and secure pre-approval of audit and non-audit services in an orderly manner with minimal disruption to normal business operations. The policies and procedures are detailed as to the particular service and do not delegate the audit committee's responsibility to management.

In accordance with these policies and procedures, management submits for approval audit and non-audit services that management may wish to have Deloitte perform during the fiscal year, accompanied by an estimated range of fees for each service to be performed. The audit committee approves or rejects each of the listed services and approves a range of fees for each service to be performed. Services cannot commence until such approval has been granted. Management is required to seek additional audit committee pre-approval when management becomes aware that any pre-approved service will result in actual fees greater than the fees initially approved. During the course of the year, the chair of the audit committee has the authority to pre-approve requests for services. At each subsequent audit committee meeting, the chair of the audit committee reports any interim pre-approvals since the last meeting.

All of the fees set forth in the Principal Accountant Fees and Services table above for fiscal year 2006 were pre-approved by the audit committee.

**Required Vote**

Ratification of the appointment of Deloitte & Touche LLP as our independent auditors for fiscal year 2007 requires the affirmative vote of a majority of the votes cast in person or by proxy at the annual meeting.

**Recommendation of the Board of Directors**

**Our board of directors recommends that you vote FOR ratification of the appointment of Deloitte & Touche LLP as our independent auditors for the fiscal year ending December 30, 2007.**

## AUDIT COMMITTEE REPORT

*The following Audit Committee Report does not constitute soliciting material and should not be deemed filed or incorporated by reference into any other Company filing under the Securities Act of 1933 or the Securities Act of 1934, except to the extent the Company specifically incorporates this Report.*

The audit committee is comprised of J. Taylor Simonton (chair), Edward T. Harvey, Jr. and Richard J. Howell. The audit committee is responsible for overseeing and evaluating the Company's financial reporting process on behalf of the board of directors, selecting and retaining the independent auditors, and overseeing and reviewing the internal audit function of the Company.

Management has the primary responsibility for the Company's financial reporting process, accounting principles, and internal controls as well as preparation of the Company's financial statements in accordance with generally accepted accounting principles in the United States (GAAP). The independent auditors are responsible for performing audits of the Company's consolidated financial statements, the effectiveness of the Company's internal control over financial reporting and management's assessments of the effectiveness of internal control over financial reporting in accordance with the standards of the Public Company Accounting Oversight Board (United States) and issuing reports thereon. The audit committee is responsible for overseeing the conduct of these activities. It is not the audit committee's duty or responsibility to conduct auditing or accounting reviews or procedures or to independently verify the representations made by management and the independent auditors. The audit committee's considerations and discussions with management and the independent auditors do not assure that the Company's financial statements are presented in accordance with GAAP or that the audits of the annual financial statements, the effectiveness of the Company's internal control over financial reporting and management's assessment of the effectiveness of the Company's internal control over financial reporting have been carried out in accordance with the standards of the Public Company Accounting Oversight Board (United States), or that the independent auditors are, in fact, independent.

The audit committee has met and held discussions with management and the independent auditors on a regular basis. The audit committee plans and schedules its meetings with a view to ensuring that it devotes appropriate attention to all of its responsibilities. The audit committee's meetings include, whenever appropriate, executive sessions with the independent auditors without the presence of the Company's management. The audit committee has reviewed and discussed with both management and the independent auditors the Company's consolidated financial statements as of and for the year ended December 31, 2006, including a discussion of the quality, not just the acceptability, of the accounting principles, the reasonableness of significant judgments and the clarity of the disclosures in the financial statements. Management advised the audit committee that the financial statements were prepared in accordance with GAAP. The audit committee has relied on this representation, without independent verification, and on the representations of the independent auditors included in their report on the consolidated financial statements.

The audit committee discussed with the independent auditors the matters required to be discussed pursuant to Statement of Auditing Standards No. 61, Communication with Audit Committees, as amended by Statement on Auditing Standards No. 89, Audit Adjustments and Statement of Auditing Standards No. 90, Audit Committee Communications. The independent auditors have provided to the audit committee the written disclosures and the letter required by Independence Standards Board No. 1, Independence Discussions with Audit Committees, and the audit committee has discussed with the independent auditors their independence. The audit committee has also considered whether the independent auditors' provision of other non-audit services to the Company is compatible with maintaining auditor independence. The audit committee has concluded that the provision of non-audit services by the independent auditors was compatible with the maintenance of independence in the conduct of their auditing functions.

Based upon our review and discussions with management and the independent auditors and the reports of the independent auditors, and in reliance upon such information, representations, reports and opinions, the audit committee recommended that the board of directors approve the audited financial statements for inclusion in the Company's annual report on Form 10-K for the year ended December 31, 2006, and the board of directors accepted the audit committee's recommendations.

#### THE AUDIT COMMITTEE

J. Taylor Simonton, Chair  
Edward T. Harvey, Jr.  
Richard J. Howell

#### ADDITIONAL INFORMATION

**Householding of Proxy Materials.** The SEC has adopted rules that permit companies and intermediaries such as brokers to satisfy delivery requirements for proxy statements with respect to two or more stockholders sharing the same address by delivering a single proxy statement addressed to those stockholders. This process, which is commonly referred to as householding, potentially provides extra convenience for stockholders and cost savings for us. Under this procedure, multiple stockholders who share the same last name and address will receive only one copy of the annual proxy materials, unless they notify us that they wish to continue receiving multiple copies. We have undertaken householding to reduce our printing costs and postage fees.

If you wish to opt-out of householding and continue to receive multiple copies of the proxy materials at the same address, you may do so at any time prior to thirty days before the mailing of proxy materials, which will typically be mailed in April of each year, by notifying us in writing at: Red Robin Gourmet Burgers, Inc., Attn: Shareholder Services, 6312 South Fiddler's Green Circle, Suite 200N, Greenwood Village, Colorado 80111, or by contacting us at (303) 846-6000. You also may request additional copies of the proxy materials by notifying us in writing at the same address or contacting us at (303) 846-6000, and we will undertake to deliver such additional copies promptly. If you share an address with another stockholder and currently are receiving multiple copies of the proxy materials, you may request householding by notifying us at the above referenced address or telephone number.

**Proxy Solicitation Costs.** The accompanying proxy is being solicited on behalf of the board of directors of our Company. The expense of preparing, printing and mailing the form of proxy and the material used in the solicitation thereof will be borne by the Company. In addition to the use of the mails, proxies may be solicited by personal interview, telephone and telegram by our directors, officers, and employees at no additional compensation. Arrangements may also be made with brokerage houses and other custodians, nominees and fiduciaries for the forwarding of solicitation material to the beneficial owners of stock held of record by such persons, and we may reimburse them for reasonable out-of-pocket expenses incurred by them in connection therewith.

**ANNUAL REPORT ON FORM 10-K**

We filed with the SEC an annual report on Form 10-K on February 28, 2007 for the fiscal year ended December 31, 2006. A copy of the annual report on Form 10-K has been mailed concurrently with this proxy statement to all of our stockholders entitled to notice of and to vote at the annual meeting. In addition, you may obtain a copy of the annual report on Form 10-K, without charge, by writing to Red Robin Gourmet Burgers, Inc., Attn: Shareholder Services, 6312 South Fiddler s Green Circle, Suite 200N, Greenwood Village, Colorado 80111.

By Order of the Board of Directors,

Annita M. Menogan  
*Secretary*

Greenwood Village, Colorado  
April 26, 2007

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**RED ROBIN GOURMET BURGERS, INC.  
2007 PERFORMANCE INCENTIVE PLAN**

**1. PURPOSE OF PLAN**

1.1 The purpose of this Red Robin Gourmet Burgers, Inc. 2007 Performance Incentive Plan (**this Plan**) of Red Robin Gourmet Burgers, Inc., a Delaware corporation (the **Corporation**), is to promote the success of the Corporation and to increase stockholder value by providing an additional means through the grant of awards to attract, motivate, retain and reward selected employees and other eligible persons.

**2. ELIGIBILITY**

2.1 The Administrator (as such term is defined in Section 3.1) may grant awards under this Plan only to those persons that the Administrator determines to be Eligible Persons. An Eligible Person is any person who is either: (a) an officer (whether or not a director) or employee of the Corporation or one of its Subsidiaries; (b) a director of the Corporation or one of its Subsidiaries; or (c) an individual consultant or advisor who renders or has rendered bona fide services (other than services in connection with the offering or sale of securities of the Corporation or one of its Subsidiaries in a capital-raising transaction or as a market maker or promoter of securities of the Corporation or one of its Subsidiaries) to the Corporation or one of its Subsidiaries and who is selected to participate in this Plan by the Administrator; provided, however, that a person who is otherwise an Eligible Person under clause (c) above may participate in this Plan only if such participation would not adversely affect either the Corporation's eligibility to use Form S-8 to register under the Securities Act of 1933, as amended (the **Securities Act**), the offering and sale of shares issuable under this Plan by the Corporation or the Corporation's compliance with any other applicable laws. An Eligible Person who has been granted an award (a **participant**) may, if otherwise eligible, be granted additional awards if the Administrator shall so determine. As used herein, **Subsidiary** means any corporation or other entity a majority of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Corporation; and **Board** means the Board of Directors of the Corporation.

**3. PLAN ADMINISTRATION**

3.1 *The Administrator.* This Plan shall be administered by and all awards under this Plan shall be authorized by the Administrator. The **Administrator** means the Board or one or more committees appointed by the Board or another committee (within its delegated authority) to administer all or certain aspects of this Plan. Any such committee shall be comprised solely of one or more directors or such number of directors as may be required under applicable law. A committee may delegate some or all of its authority to another committee so constituted. The Board or a committee comprised solely of directors may also delegate, to the extent permitted by Section 157(c) of the Delaware General Corporation Law and any other applicable law, to one or more officers of the Corporation, its powers under this Plan (a) to designate the officers and employees of the Corporation and its Subsidiaries who will receive grants of awards under this Plan, and (b) to determine the number of shares subject to, and the other terms and conditions of, such awards. The Board may delegate different levels of authority to different committees with administrative and grant authority under this Plan. Unless otherwise provided in the Bylaws of the Corporation or the applicable charter of any Administrator: (a) a majority of the members of the acting Administrator shall constitute a quorum, and (b) the vote of a majority of the members present assuming the presence of a quorum or the unanimous written consent of the members of the Administrator shall constitute action by the acting Administrator.

With respect to awards intended to satisfy the requirements for performance-based compensation under Section 162(m) of the Internal Revenue Code of 1986, as amended (the **Code**), this Plan shall be administered by a committee consisting solely of two or more outside directors (as this requirement is





applied under Section 162(m) of the Code); provided, however, that the failure to satisfy such requirement shall not affect the validity of the action of any committee otherwise duly authorized and acting in the matter. Award grants, and transactions in or involving awards, intended to be exempt under Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the **Exchange Act**), must be duly and timely authorized by the Board or a committee consisting solely of two or more non-employee directors (as this requirement is applied under Rule 16b-3 promulgated under the Exchange Act). To the extent required by any applicable listing agency, this Plan shall be administered by a committee composed entirely of independent directors (within the meaning of the applicable listing agency).

**3.2 Powers of the Administrator.** Subject to the express provisions of this Plan, the Administrator is authorized and empowered to do all things necessary or desirable in connection with the authorization of awards and the administration of this Plan (in the case of a committee or delegation to one or more officers, within the authority delegated to that committee or person(s)), including, without limitation, the authority to:

- (a) determine eligibility and, from among those persons determined to be eligible, the particular Eligible Persons who will receive an award under this Plan;
- (b) grant awards to Eligible Persons, determine the price at which securities will be offered or awarded and the number of securities to be offered or awarded to any of such persons, determine the other specific terms and conditions of such awards consistent with the express limits of this Plan, establish the installments (if any) in which such awards shall become exercisable or shall vest (which may include, without limitation, performance and/or time-based schedules), or determine that no delayed exercisability or vesting is required, establish any applicable performance targets, and establish the events of termination or reversion of such awards;
- (c) approve the forms of award agreements (which need not be identical either as to type of award or among participants);
- (d) construe and interpret this Plan and any agreements defining the rights and obligations of the Corporation, its Subsidiaries, and participants under this Plan, further define the terms used in this Plan, and prescribe, amend and rescind rules and regulations relating to the administration of this Plan or the awards granted under this Plan;
- (e) cancel, modify, or waive the Corporation's rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding awards, subject to any required consent under Section 8.6.5;
- (f) accelerate or extend the vesting or exercisability or extend the term of any or all such outstanding awards (in the case of options or stock appreciation rights, within the maximum ten-year term of such awards) in such circumstances as the Administrator may deem appropriate (including, without limitation, in connection with a termination of employment or services or other events of a personal nature) subject to any required consent under Section 8.6.5;
- (g) adjust the number of shares of Common Stock subject to any award, adjust the price of any or all outstanding awards or otherwise change previously imposed terms and conditions, in such circumstances as the Administrator may deem appropriate, in each case subject to Sections 4 and 8.6, and provided that in no case (except due to an adjustment contemplated by Section 7 or any repricing that may be approved by stockholders) shall such an adjustment constitute a repricing (by amendment, cancellation and regrant, exchange or other means) of the per share exercise or base price of any option or stock appreciation right;
- (h) determine the date of grant of an award, which may be a designated date after but not before the date of the Administrator's action (unless otherwise designated by the Administrator, the date of grant of an award shall be the date upon which the Administrator took the action granting an award);

- (i) determine whether, and the extent to which, adjustments are required pursuant to Section 7 hereof and authorize the termination, conversion, substitution or succession of awards upon the occurrence of an event of the type described in Section 7;
- (j) acquire or settle (subject to Sections 7 and 8.6) rights under awards in cash, stock of equivalent value, or other consideration; and
- (k) determine the Fair Market Value (as defined in Section 5.6) of the Common Stock or awards under this Plan from time to time and/or the manner in which such value will be determined.

**3.3 Binding Determinations.** Any action taken by, or inaction of, the Corporation, any Subsidiary, or the Administrator relating or pursuant to this Plan and within its authority hereunder or under applicable law shall be within the absolute discretion of that entity or body and shall be conclusive and binding upon all persons. Neither the Board nor any Board committee, nor any member thereof or person acting at the direction thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Plan (or any award made under this Plan), and all such persons shall be entitled to indemnification and reimbursement by the Corporation in respect of any claim, loss, damage or expense (including, without limitation, attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors and officers liability insurance coverage that may be in effect from time to time.

**3.4 Reliance on Experts.** In making any determination or in taking or not taking any action under this Plan, the Board or a committee, as the case may be, may obtain and may rely upon the advice of experts, including employees and professional advisors to the Corporation. No director, officer or agent of the Corporation or any of its Subsidiaries shall be liable for any such action or determination taken or made or omitted in good faith.

**3.5 Delegation.** The Administrator may delegate ministerial, non-discretionary functions to individuals who are officers or employees of the Corporation or any of its Subsidiaries or to third parties.

#### 4. SHARES OF COMMON STOCK SUBJECT TO THE PLAN; SHARE LIMITS

**4.1 Shares Available.** Subject to the provisions of Section 7.1, the capital stock that may be delivered under this Plan shall be shares of the Corporation's authorized but unissued Common Stock and any shares of its Common Stock held as treasury shares. For purposes of this Plan, **Common Stock** shall mean the common stock of the Corporation and such other securities or property as may become the subject of awards under this Plan, or may become subject to such awards, pursuant to an adjustment made under Section 7.1.

**4.2 Share Limits.** The maximum number of shares of Common Stock that may be delivered pursuant to awards granted to Eligible Persons under this Plan (the **Share Limit**) is 1,000,000 shares, comprised of that number of shares of Common Stock available for additional award grant purposes under the Red Robin Gourmet Burgers, Inc. 2004 Performance Incentive Plan (the **2004 Plan**) as of the date of stockholder approval of this Plan (the **Stockholder Approval Date**) and that number of shares of Common Stock that when added thereto totals 1,000,000. In no event shall the Share Limit exceed 1,000,000 shares. The following limits also apply with respect to awards granted under this Plan:

- (a) The maximum number of shares of Common Stock that may be delivered pursuant to options qualified as incentive stock options granted under this Plan is 1,000,000 shares.
- (b) The maximum number of shares of Common Stock subject to any options and stock appreciation rights that are granted during any calendar year to any individual under this Plan is 170,000 shares.



(c) The maximum number of shares of Common Stock that may be delivered pursuant to restricted stock or other so-called full value awards granted under this Plan, other than those described in the next sentence, is 300,000 shares. This limit on so-called full-value awards does not apply, however, to shares delivered pursuant to option or stock appreciation rights grants the per share exercise or base price, as applicable, of which is at least equal to the fair market value of a share of our common stock at the time of grant of the award.

(d) The maximum number of shares of Common Stock that may be delivered pursuant to awards granted to non-employee directors under this Plan is 100,000 shares. This limit does not apply, however, to shares delivered in respect of compensation earned but deferred. For this purpose, a non-employee director is a member of the Board who is not an officer or employee of the Corporation or one of its Subsidiaries.

(e) Additional limits with respect to Performance-Based Awards are set forth in Section 5.2.3.

Each of the foregoing numerical limits is subject to adjustment as contemplated by Section 4.3, Section 7.1, and Section 8.10.

**4.3 Awards Settled in Cash, Reissue of Awards and Shares.** To the extent that an award is settled in cash or a form other than shares of Common Stock, the shares that would have been delivered had there been no such cash or other settlement shall not be counted against the shares available for issuance under this Plan. The foregoing adjustments to the share limits of this Plan are subject to any applicable limitations under Section 162(m) of the Code with respect to awards intended as performance-based compensation thereunder.

**4.4 Reservation of Shares; No Fractional Shares; Minimum Issue.** The Corporation shall at all times reserve a number of shares of Common Stock sufficient to cover the Corporation's obligations and contingent obligations to deliver shares with respect to awards then outstanding under this Plan (exclusive of any dividend equivalent obligations to the extent the Corporation has the right to settle such rights in cash). No fractional shares shall be delivered under this Plan. The Administrator may pay cash in lieu of any fractional shares in settlements of awards under this Plan.

## 5. AWARDS

**5.1 Type and Form of Awards.** The Administrator shall determine the type or types of award(s) to be made to each selected Eligible Person. Awards may be granted singly, in combination or in tandem. Awards also may be made in combination or in tandem with, in replacement of, as alternatives to, or as the payment form for grants or rights under any other employee or compensation plan of the Corporation or one of its Subsidiaries. The types of awards that may be granted under this Plan are:

**5.1.1 Stock Options.** A stock option is the grant of a right to purchase a specified number of shares of Common Stock during a specified period as determined by the Administrator. An option may be intended as an incentive stock option within the meaning of Section 422 of the Code (an ISO) or a nonqualified stock option (an option not intended to be an ISO). The award agreement for an option will indicate if the option is intended as an ISO; otherwise it will be deemed to be a nonqualified stock option. The maximum term of each option (ISO or nonqualified) shall be ten (10) years. The per share exercise price for each option shall be not less than 100% of the Fair Market Value of a share of Common Stock on the date of grant of the option. When an option is exercised, the exercise price for the shares to be purchased shall be paid in full in cash or such other method permitted by the Administrator consistent with Section 5.5.

**5.1.2 Additional Rules Applicable to ISOs.** To the extent that the aggregate Fair Market Value (determined at the time of grant of the applicable option) of stock with respect to which ISOs first become exercisable by a participant in any calendar year exceeds \$100,000, taking into account both



Common Stock subject to ISOs under this Plan and stock subject to ISOs under all other plans of the Corporation or one of its Subsidiaries (or any parent or predecessor corporation to the extent required by and within the meaning of Section 422 of the Code and the regulations promulgated thereunder), such options shall be treated as nonqualified stock options. In reducing the number of options treated as ISOs to meet the \$100,000 limit, the most recently granted options shall be reduced first. To the extent a reduction of simultaneously granted options is necessary to meet the \$100,000 limit, the Administrator may, in the manner and to the extent permitted by law, designate which shares of Common Stock are to be treated as shares acquired pursuant to the exercise of an ISO. ISOs may only be granted to employees of the Corporation or one of its subsidiaries (for this purpose, the term *subsidiary* is used as defined in Section 424(f) of the Code, which generally requires an unbroken chain of ownership of at least 50% of the total combined voting power of all classes of stock of each subsidiary in the chain beginning with the Corporation and ending with the subsidiary in question). There shall be imposed in any award agreement relating to ISOs such other terms and conditions as from time to time are required in order that the option be an *incentive stock option* as that term is defined in Section 422 of the Code. No ISO may be granted to any person who, at the time the option is granted, owns (or is deemed to own under Section 424(d) of the Code) shares of outstanding Common Stock possessing more than 10% of the total combined voting power of all classes of stock of the Corporation, unless the exercise price of such option is at least 110% of the Fair Market Value of the stock subject to the option and such option by its terms is not exercisable after the expiration of five years from the date such option is granted.

**5.1.3 Stock Appreciation Rights.** A stock appreciation right or **SAR** is a right to receive a payment, in cash and/or Common Stock, equal to the excess of the Fair Market Value of a specified number of shares of Common Stock on the date the SAR is exercised over the Fair Market Value of a share of Common Stock on the date the SAR was granted (the **base price** ) as set forth in the applicable award agreement. The maximum term of a SAR shall be ten (10) years.

**5.1.4 Other Awards.** The other types of awards that may be granted under this Plan include: (a) stock bonuses, restricted stock, performance stock, stock units, phantom stock, dividend equivalents, or similar rights to purchase or acquire shares, whether at a fixed or variable price or ratio related to the Common Stock (subject to the requirements of Section 5.1.1), upon the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions, or any combination thereof; (b) any similar securities with a value derived from the value of or related to the Common Stock and/or returns thereon; or (c) cash awards granted consistent with Section 5.2 below.

**5.2 Section 162(m) Performance-Based Awards.** Without limiting the generality of the foregoing, any of the types of awards listed in Section 5.1.4 above may be, and options and SARs granted with an exercise or base price not less than the Fair Market Value of a share of Common Stock at the date of grant ( **Qualifying Options** and **Qualifying SARs**, respectively) typically will be, granted as awards intended to satisfy the requirements for *performance-based compensation* within the meaning of Section 162(m) of the Code ( **Performance-Based Awards** ). The grant, vesting, exercisability or payment of Performance-Based Awards may depend (or, in the case of Qualifying Options or Qualifying SARs, may also depend) on the degree of achievement of one or more performance goals relative to a pre-established targeted level or level using one or more of the Business Criteria set forth below (on an absolute or relative basis) for the Corporation on a consolidated basis or for one or more of the Corporation's subsidiaries, segments, divisions or business units, or any combination of the foregoing. Any Qualifying Option or Qualifying SAR shall be subject to the requirements of Section 5.2.1 and 5.2.3 in order for such award to satisfy the requirements for *performance-based compensation* under Section 162(m) of the Code. Any other Performance-Based Award shall be subject to all of the following provisions of this Section 5.2.

**5.2.1 Class; Administrator.** The eligible class of persons for Performance-Based Awards under this Section 5.2 shall be officers and employees of the Corporation or one of its Subsidiaries. The Administrator approving Performance-Based Awards or making any certification required pursuant to Section 5.2.4 must be constituted as provided in Section 3.1 for awards that are intended as performance-based compensation under Section 162(m) of the Code.

**5.2.2 Performance Goals.** The specific performance goals for Performance-Based Awards (other than Qualifying Options and Qualifying SARs) shall be, on an absolute or relative basis, established based on one or more of the following business criteria ( **Business Criteria** ) as selected by the Administrator in its sole discretion: earnings per share, cash flow (which means cash and cash equivalents derived from either net cash flow from operations or net cash flow from operations, financing and investing activities), total stockholder return, gross revenue, revenue growth, operating income (before or after taxes), net earnings (before or after interest, taxes, depreciation and/or amortization), return on equity, capital employed, or on assets or on net investment, cost containment or reduction, operating margin, or any combination thereof. These terms are used as applied under generally accepted accounting principles or in the financial reporting of the Corporation or of its Subsidiaries. To qualify awards as performance-based under Section 162(m), the applicable Business Criterion (or Business Criteria, as the case may be) and specific performance goal or goals ( targets ) must be established and approved by the Administrator during the first 90 days of the performance period (and, in the case of performance periods of less than one year, in no event after 25% or more of the performance period has elapsed) and while performance relating to such target(s) remains substantially uncertain within the meaning of Section 162(m) of the Code. Performance targets shall be adjusted to mitigate the unbudgeted impact of material, unusual or nonrecurring gains and losses, accounting changes or other extraordinary events not foreseen at the time the targets were set unless the Administrator provides otherwise at the time of establishing the targets; provided that the Administrator may not make any adjustment to the extent it would adversely affect the qualification of any compensation payable under such performance targets as performance-based compensation under Section 162(m). The applicable performance measurement period may not be less than 3 months nor more than 10 years.

**5.2.3 Form of Payment; Maximum Performance-Based Award.** Grants or awards under this Section 5.2 may be paid in cash or shares of Common Stock or any combination thereof. Grants of Qualifying Options and Qualifying SARs to any one participant in any one calendar year shall be subject to the limit set forth in Section 4.2(b). The maximum number of shares of Common Stock which may be delivered pursuant to Performance-Based Awards (other than Qualifying Options and Qualifying SARs, and other than cash awards covered by the following sentence) that are granted to any one participant in any one calendar year shall not exceed 100,000 shares, either individually or in the aggregate, subject to adjustment as provided in Section 7.1. In addition, the aggregate amount of compensation to be paid to any one participant in respect of all Performance-Based Awards payable only in cash and not related to shares of Common Stock and granted to that participant in any one calendar year shall not exceed \$1,500,000. Awards that are cancelled during the year shall be counted against these limits to the extent permitted by Section 162(m) of the Code.

**5.2.4 Certification of Payment.** Before any Performance-Based Award under this Section 5.2 (other than Qualifying Options and Qualifying SARs) is paid and to the extent required to qualify the award as performance-based compensation within the meaning of Section 162(m) of the Code, the Administrator must certify in writing that the performance target(s) and any other material terms of the Performance-Based Award were in fact timely satisfied.

**5.2.5 Reservation of Discretion.** The Administrator will have the discretion to determine the restrictions or other limitations of the individual awards granted under this Section 5.2 including the authority to reduce awards, payouts or vesting or to pay no awards, in its sole discretion, if the





Administrator preserves such authority at the time of grant by language to this effect in its authorizing resolutions or otherwise.

**5.2.6 Expiration of Grant Authority.** As required pursuant to Section 162(m) of the Code and the regulations promulgated thereunder, the Administrator's authority to grant new awards that are intended to qualify as performance-based compensation within the meaning of Section 162(m) of the Code (other than Qualifying Options and Qualifying SARs) shall terminate upon the first meeting of the Corporation's stockholders that occurs in the fifth year following the year in which the Corporation's stockholders first approve this Plan.

**5.3 Award Agreements.** Each award shall be evidenced by a written or electronic award agreement in the form approved by the Administrator and executed on behalf of the Corporation and, if required by the Administrator, executed by the recipient of the award. The Administrator may authorize any officer of the Corporation (other than the particular award recipient) to execute any or all award agreements on behalf of the Corporation (electronically or otherwise). The award agreement shall set forth the material terms and conditions of the award as established by the Administrator consistent with the express limitations of this Plan.

**5.4 Deferrals and Settlements.** Payment of awards may be in the form of cash, Common Stock, other awards or combinations thereof as the Administrator shall determine, and with such restrictions as it may impose. The Administrator may also require or permit participants to elect to defer the issuance of shares or the settlement of awards in cash under such rules and procedures as it may establish under this Plan. The Administrator may also provide that deferred settlements include the payment or crediting of interest or other earnings on the deferral amounts, or the payment or crediting of dividend equivalents where the deferred amounts are denominated in shares.

**5.5 Consideration for Common Stock or Awards.** The purchase price for any award granted under this Plan or the Common Stock to be delivered pursuant to an award, as applicable, may be paid by means of any lawful consideration as determined by the Administrator, including, without limitation, one or a combination of the following methods:

- services rendered by the recipient of such award;
- cash, check payable to the order of the Corporation, or electronic funds transfer;
- notice and third party payment in such manner as may be authorized by the Administrator;
- the delivery of previously owned shares of Common Stock;
- by a reduction in the number of shares otherwise deliverable pursuant to the award; or
- subject to such procedures as the Administrator may adopt, pursuant to a cashless exercise with a third party who provides financing for the purposes of (or who otherwise facilitates) the purchase or exercise of awards.

In no event shall any shares newly-issued by the Corporation be issued for less than the minimum lawful consideration for such shares or for consideration other than consideration permitted by applicable state law. In the event that the Administrator allows a participant to exercise an award by delivering shares of Common Stock previously owned by such participant and unless otherwise expressly provided by the Administrator, any shares delivered which were initially acquired by the participant from the Corporation (upon exercise of a stock option or otherwise) must have been owned by the participant at least six months as of the date of delivery. Shares of Common Stock used to satisfy the exercise price of an option shall be valued at their Fair Market Value on the date of exercise. The Corporation will not be obligated to deliver any shares unless and until it receives full payment of the exercise or purchase price therefor and any related withholding obligations under Section 8.5 and any other conditions to exercise or purchase, as



established from time to time by the Administrator, have been satisfied. Unless otherwise expressly provided in the applicable award agreement, the Administrator may at any time eliminate or limit a participant's ability to pay the purchase or exercise price of any award or shares by any method other than cash payment to the Corporation.

**5.6 Definition of Fair Market Value.** For purposes of this Plan **Fair Market Value** shall mean, unless otherwise determined or provided by the Administrator in the circumstances, the last sale price for a share of Common Stock as furnished by the National Association of Securities Dealers, Inc. (the NASD) through the NASDAQ Global Select National Market Reporting System (the Global Select Market) or other principal stock exchange on which the Common Stock is then listed for the date in question or, if no sales of Common Stock were reported by the NASD on the Global Select Market or other such exchange on that date, the last price for a share of Common Stock as furnished by the NASD through the Global Select Market or other such exchange for the next preceding day on which sales of Common Stock were reported by the NASD. If the Common Stock is no longer listed or is no longer actively traded on the Global Select Market or listed on a principal stock exchange as of the applicable date, the Fair Market Value of the Common Stock shall be the value as reasonably determined by the Administrator for purposes of the award in the circumstances.

**5.7 Transfer Restrictions.**

**5.7.1 Limitations on Exercise and Transfer.** Unless otherwise expressly provided in (or pursuant to) this Section 5.7, by applicable law and by the award agreement, as the same may be amended, (a) all awards are non-transferable and shall not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge; (b) awards shall be exercised only by the participant; and (c) amounts payable or shares issuable pursuant to any award shall be delivered only to (or for the account of) the participant.

**5.7.2 Exceptions.** The Administrator may permit awards to be exercised by and paid to, or otherwise transferred to, other persons or entities pursuant to such conditions and procedures, including limitations on subsequent transfers, as the Administrator may, in its sole discretion, establish in writing (provided that any such transfers of ISOs shall be limited to the extent permitted under the federal tax laws governing ISOs). Any permitted transfer shall be subject to compliance with applicable federal and state securities laws.

**5.7.3 Further Exceptions to Limits on Transfer.** The exercise and transfer restrictions in Section 5.7.1 shall not apply to:

- (a) transfers to the Corporation,
- (b) the designation of a beneficiary to receive benefits in the event of the participant's death or, if the participant has died, transfers to or exercise by the participant's beneficiary, or, in the absence of a validly designated beneficiary, transfers by will or the laws of descent and distribution,
- (c) subject to any applicable limitations on ISOs, transfers to a family member (or former family member) pursuant to a domestic relations order if approved or ratified by the Administrator,
- (d) if the participant has suffered a disability, permitted transfers or exercises on behalf of the participant by his or her legal representative, or
- (e) the authorization by the Administrator of cashless exercise procedures with third parties who provide financing for the purpose of (or who otherwise facilitate) the exercise of awards consistent with applicable laws and the express authorization of the Administrator.

**5.8 *International Awards.*** One or more awards may be granted to Eligible Persons who provide services to the Corporation or one of its Subsidiaries outside of the United States. Any awards granted to such persons may be granted pursuant to the terms and conditions of any applicable sub-plans, if any, appended to this Plan and approved by the Administrator.

## **6. EFFECT OF TERMINATION OF SERVICE ON AWARDS**

### **6.1 *Termination of Employment.***

**6.1.1** The Administrator shall establish the effect of a termination of employment or service on the rights and benefits under each award under this Plan and in so doing may make distinctions based upon, inter alia, the cause of termination and type of award. If the participant is not an employee of the Corporation or one of its Subsidiaries and provides other services to the Corporation or one of its Subsidiaries, the Administrator shall be the sole judge for purposes of this Plan (unless a contract or the award agreement otherwise provides) of whether the participant continues to render services to the Corporation or one of its Subsidiaries and the date, if any, upon which such services shall be deemed to have terminated.

**6.1.2** For awards of stock options, unless the award agreement provides otherwise, the exercise period of such options shall expire: (1) 3 months after the last day that the participant is employed by or provides services to the Corporation or a Subsidiary; (2) that in the case of a participant whose termination of employment is due to death or disability (as defined in the applicable award), 12 months after the last day that the participant is employed by or provides services to the Corporation or a Subsidiary; and (3) immediately upon the last day the participant is employed by or provides services to the Corporation or a Subsidiary for any participant whose employment or services are terminated for cause (as defined in the applicable award agreement). The Administrator will, in its absolute discretion, determine the effect of all matters and questions relating to a termination of employment, including, but not by way of limitation, the question of whether a leave of absence constitutes a termination of employment and whether a participant's termination is for cause.

**6.2 *Events Not Deemed Terminations of Service.*** Unless the express policy of the Corporation or one of its Subsidiaries, or the Administrator, otherwise provides, the employment relationship shall not be considered terminated in the case of (a) sick leave, (b) military leave, or (c) any other leave of absence authorized by the Corporation or one of its Subsidiaries, or the Administrator; provided that unless reemployment upon the expiration of such leave is guaranteed by contract or law, such leave is for a period of not more than 3 months. In the case of any employee of the Corporation or one of its Subsidiaries on an approved leave of absence, continued vesting of the award while on leave from the employ of the Corporation or one of its Subsidiaries may be suspended until the employee returns to service, unless the Administrator otherwise provides or applicable law otherwise requires. In no event shall an award be exercised after the expiration of the term set forth in the award agreement.

**6.3 *Effect of Change of Subsidiary Status.*** For purposes of this Plan and any award, if an entity ceases to be a Subsidiary of the Corporation, a termination of employment or service shall be deemed to have occurred with respect to each Eligible Person in respect of such Subsidiary who does not continue as an Eligible Person in respect of another entity within the Corporation or another Subsidiary that continues as such after giving effect to the transaction or other event giving rise to the change in status.

## 7. ADJUSTMENTS; ACCELERATION

**7.1 *Adjustments.*** Except where the Administrator determines that the provisions of Section 7.3 shall govern in lieu of this Section 7.1, upon any of the events described in this Section 7.1, or in contemplation of: any reclassification, recapitalization, stock split (including a stock split in the form of a stock dividend) or reverse stock split ( stock split ); any merger, combination, consolidation, or other reorganization; any spin-off, split-up, or similar extraordinary dividend distribution in respect of the Common Stock (whether in the form of securities or property); any exchange of Common Stock or other securities of the Corporation, or any similar, unusual or extraordinary corporate transaction in respect of the Common Stock; or a sale of all or substantially all the business or assets of the Corporation as an entirety; then the Administrator shall in such manner, to such extent (if any) and at such time as it deems appropriate and equitable in the circumstances:

(a) proportionately adjust any or all of (1) the number and type of shares of Common Stock (or other securities) that thereafter may be made the subject of awards (including the specific share limits, maximums and numbers of shares set forth elsewhere in this Plan), (2) the number, amount and type of shares of Common Stock (or other securities or property) subject to any or all outstanding awards, (3) the grant, purchase, or exercise price (which term includes the base price of any SAR or similar right) of any or all outstanding awards, (4) the securities, cash or other property deliverable upon exercise or payment of any outstanding awards, or (5) (subject to Sections 7.8 and 8.8.3(a)) the performance standards applicable to any outstanding awards (provided that no adjustment shall be allowed to the extent inconsistent with the requirements of Code section 162(m)), or

(b) make provision for a cash payment or for the assumption, substitution or exchange of any or all outstanding share-based awards or the cash, securities or property deliverable to the holder of any or all outstanding share-based awards, based upon the distribution or consideration payable to holders of the Common Stock upon or in respect of such event.

The Administrator may adopt such valuation methodologies for outstanding awards as it deems reasonable in the event of a cash or property settlement and, in the case of options, SARs or similar rights, but without limitation on other methodologies, may base such settlement solely upon the excess if any of the per share amount payable upon or in respect of such event over the exercise or base price of the award. With respect to any award of an ISO, the Administrator may make such an adjustment that causes the option to cease to qualify as an ISO without the consent of the affected participant.

In any of such events, the Administrator may take such action prior to such event to the extent that the Administrator deems the action necessary to permit the participant to realize the benefits intended to be conveyed with respect to the underlying shares in the same manner as is or will be available to stockholders generally. In the case of any stock split, if no action is taken by the Administrator, the proportionate adjustments contemplated by clause (a) above shall nevertheless be made.

**7.2 *Automatic Acceleration of Awards.*** Except as otherwise provided in Section 7.3, upon a dissolution of the Corporation or other event described in Section 7.1 that the Corporation does not survive (or does not survive as a public company in respect of its Common Stock), then each then-outstanding option and SAR shall become fully vested, all shares of restricted stock then outstanding shall fully vest free of restrictions, and each other award granted under this Plan that is then outstanding shall become payable to the holder of such award; provided that such acceleration provision shall not apply, unless otherwise expressly provided by the Administrator, with respect to any award to the extent that the Administrator has made a provision for the substitution, assumption, exchange or other continuation or settlement of the award, or the award would otherwise continue in accordance with its terms, in the circumstances.

**7.3 Possible Acceleration of Awards.** Upon the occurrence of a Change in Control Event (as defined below), any outstanding option or SAR shall become fully vested, any share of restricted stock then outstanding shall fully vest free of restrictions, and any other award granted under this Plan that is then outstanding shall vest, or be payable to the holder of such award, as applicable. However, with respect to a participant who is designated on the payroll records of the Corporation as a Tier 1 or Tier 2 executive or above (or comparable designation) or executive officer on the date of the Change in Control Event, no award shall vest solely on account of such Change in Control Event unless such participant's employment with the Corporation (and its Subsidiaries) is terminated without cause (as defined in the applicable award agreement) within the two-year period following such Change in Control Event. For purposes of this Plan, Change in Control Event means any of the following:

- (a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (a **Person**)) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% or more of either (1) the then-outstanding shares of common stock of the Corporation (the **Outstanding Company Common Stock**) or (2) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the **Outstanding Company Voting Securities**); provided, however, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control Event; (A) any acquisition directly from the Corporation, (B) any acquisition by the Corporation, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any affiliate of the Corporation or a successor, or (D) any acquisition by any entity pursuant to a transaction that complies with Sections (c)(1), (2) and (3) below;
- (b) Individuals who, as of the Effective Date, constitute the Board (the **Incumbent Board**) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Corporation's stockholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board (including for these purposes, the new members whose election or nomination was so approved, without counting the member and his predecessor twice) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;
- (c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Corporation or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Corporation, or the acquisition of assets or stock of another entity by the Corporation or any of its Subsidiaries (each, a **Business Combination**), in each case unless, following such Business Combination, (1) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation's assets directly or through one or more subsidiaries (a **Parent**)) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (2) no Person (excluding any entity

resulting from such Business Combination or a Parent or any employee benefit plan (or related trust) of the Corporation or such entity resulting from such Business Combination or Parent) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that the ownership in excess of more than 50% existed prior to the Business Combination, and (3) at least a majority of the members of the board of directors or trustees of the entity resulting from such Business Combination or a Parent were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(d) Approval by the stockholders of the Corporation of a complete liquidation or dissolution of the Corporation other than in the context of a transaction that does not constitute a Change in Control Event under clause (c) above.

Notwithstanding the foregoing, the Administrator may waive the requirement described in paragraph (a) above that a Person must acquire more than 50% of the Outstanding Company Stock or Outstanding Company Voting Securities for a Change in Control Event to have occurred if the Administrator determines that the percentage acquired by a Person is significant (as determined by the Administrator in its discretion) and that waiving such condition is appropriate in light of all facts and circumstances.

**7.4 *Early Termination of Awards.*** Any award that has been accelerated as required or contemplated by Section 7.2 or 7.3 (or would have been so accelerated but for Section 7.5, 7.6 or 7.7) shall terminate upon the related event referred to in Section 7.2 or 7.3, as applicable, subject to any provision that has been expressly made by the Administrator, through a plan of reorganization or otherwise, for the survival, substitution, assumption, exchange or other continuation or settlement of such award and provided that, in the case of options and SARs that will not survive, be substituted for, assumed, exchanged, or otherwise continued or settled in the transaction, the holder of such award shall be given reasonable advance notice of the impending termination and a reasonable opportunity to exercise his or her outstanding options and SARs in accordance with their terms before the termination of such awards (except that in no case shall more than ten days' notice of accelerated vesting and the impending termination be required and any acceleration may be made contingent upon the actual occurrence of the event).

**7.5 *Other Acceleration Rules.*** Any acceleration of awards pursuant to this Section 7 shall comply with applicable legal requirements and, if necessary to accomplish the purposes of the acceleration or if the circumstances require, may be deemed by the Administrator to occur a limited period of time not greater than 30 days before the event. Without limiting the generality of the foregoing, the Administrator may deem an acceleration to occur immediately prior to the applicable event and/or reinstate the original terms of an award if an event giving rise to an acceleration does not occur. Notwithstanding any other provision of the Plan to the contrary, the Administrator may override the provisions of Section 7.2, 7.3, 7.4 and/or 7.6 by express provision in the award agreement. In addition, the Administrator may accord any Eligible Person a right to refuse any acceleration, whether pursuant to the award agreement or otherwise, in such circumstances as the Administrator may approve. The portion of any ISO accelerated pursuant to Section 7.3 or any other action permitted hereunder shall remain exercisable as an ISO only to the extent the applicable \$100,000 limitation on ISOs is not exceeded. To the extent exceeded, the accelerated portion of the option shall be exercisable as a nonqualified stock option under the Code.

**7.6 *Possible Rescission of Acceleration.*** If the vesting of an award has been accelerated expressly in anticipation of an event or upon stockholder approval of an event and the Administrator later determines that the event will not occur, the Administrator may rescind the effect of the acceleration as to any then outstanding and unexercised or otherwise unvested awards.

**7.7 *Golden Parachute Limitation.*** Notwithstanding anything else contained in this Section 7 to the contrary, in no event shall an award be accelerated under this Plan to an extent or in a manner which





would not be fully deductible by the Corporation or one of its Subsidiaries for federal income tax purposes because of Section 280G of the Code, nor shall any payment hereunder be accelerated to the extent any portion of such accelerated payment would not be deductible by the Corporation or one of its Subsidiaries because of Section 280G of the Code. If a participant would be entitled to benefits or payments hereunder and under any other plan or program that would constitute parachute payments as defined in Section 280G of the Code, then the participant may by written notice to the Corporation designate the order in which such parachute payments will be reduced or modified so that the Corporation or one of its Subsidiaries is not denied federal income tax deductions for any parachute payments because of Section 280G of the Code. Notwithstanding the foregoing, if a participant is a party to an employment or other agreement with the Corporation or one of its Subsidiaries, or is a participant in a severance program sponsored by the Corporation or one of its Subsidiaries, that contains express provisions regarding Section 280G and/or Section 4999 of the Code (or any similar successor provision), the Section 280G and/or Section 4999 provisions of such employment or other agreement or plan, as applicable, shall control as to any awards held by that participant (for example, and without limitation, a participant may be a party to an employment agreement with the Corporation or one of its Subsidiaries that provides for a gross-up as opposed to a cut-back in the event that the Section 280G thresholds are reached or exceeded in connection with a change in control and, in such event, the Section 280G and/or Section 4999 provisions of such employment agreement shall control as to any awards held by that participant).

## 8. OTHER PROVISIONS

**8.1 *Compliance with Laws.*** This Plan, the granting and vesting of awards under this Plan, the offer, issuance and delivery of shares of Common Stock, the acceptance of promissory notes and/or the payment of money under this Plan or under awards are subject to compliance with all applicable federal and state laws, rules and regulations (including but not limited to state and federal securities law, federal margin requirements) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith. The person acquiring any securities under this Plan will, if requested by the Corporation or one of its Subsidiaries, provide such assurances and representations to the Corporation or one of its Subsidiaries as the Administrator may deem necessary or desirable to assure compliance with all applicable legal and accounting requirements.

**8.2 *Employment Status.*** No person shall have any claim or rights to be granted an award (or additional awards, as the case may be) under this Plan, subject to any express contractual rights (set forth in a document other than this Plan) to the contrary.

**8.3 *No Employment/Service Contract.*** Nothing contained in this Plan (or in any other documents under this Plan or in any award) shall confer upon any Eligible Person or other participant any right to continue in the employ or other service of the Corporation or one of its Subsidiaries, constitute any contract or agreement of employment or other service or affect an employee's status as an employee at will, nor shall interfere in any way with the right of the Corporation or one of its Subsidiaries to change a person's compensation or other benefits, or to terminate his or her employment or other service, with or without cause. Nothing in this Section 8.3, however, is intended to adversely affect any express independent right of such person under a separate employment or service contract other than an award agreement.

**8.4 *Plan Not Funded.*** Awards payable under this Plan shall be payable in shares or from the general assets of the Corporation, and no special or separate reserve, fund or deposit shall be made to assure payment of such awards. No participant, beneficiary or other person shall have any right, title or interest in any fund or in any specific asset (including shares of Common Stock, except as expressly otherwise provided) of the Corporation or one of its Subsidiaries by reason of any award hereunder. Neither the provisions of this Plan (or of any related documents), nor the creation or adoption of this Plan, nor any

action taken pursuant to the provisions of this Plan shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Corporation or one of its Subsidiaries and any participant, beneficiary or other person. To the extent that a participant, beneficiary or other person acquires a right to receive payment pursuant to any award hereunder, such right shall be no greater than the right of any unsecured general creditor of the Corporation.

**8.5 Tax Withholding.** Upon any exercise, vesting, or payment of any award or upon the disposition of shares of Common Stock acquired pursuant to the exercise of an ISO prior to satisfaction of the holding period requirements of Section 422 of the Code, the Corporation or one of its Subsidiaries shall have the right at its option to:

- (a) require the participant (or the participant's personal representative or beneficiary, as the case may be) to pay or provide for payment of at least the minimum amount of any taxes which the Corporation or one of its Subsidiaries may be required to withhold with respect to such award event or payment; or
- (b) deduct from any amount otherwise payable in cash to the participant (or the participant's personal representative or beneficiary, as the case may be) the minimum amount of any taxes which the Corporation or one of its Subsidiaries may be required to withhold with respect to such cash payment.

In any case where a tax is required to be withheld in connection with the delivery of shares of Common Stock under this Plan, the Administrator may in its sole discretion (subject to Section 8.1) grant (either at the time of the award or thereafter) to the participant the right to elect, pursuant to such rules and subject to such conditions as the Administrator may establish, to have the Corporation reduce the number of shares to be delivered by (or otherwise reacquire) the appropriate number of shares, valued in a consistent manner at their Fair Market Value or at the sales price in accordance with authorized procedures for cashless exercises, necessary to satisfy the minimum applicable withholding obligation on exercise, vesting or payment. In no event shall the shares withheld exceed the minimum whole number of shares required for tax withholding under applicable law. The Corporation may, with the Administrator's approval, accept one or more promissory notes from any Eligible Person in connection with taxes required to be withheld upon the exercise, vesting or payment of any award under this Plan; provided that any such note shall be subject to terms and conditions established by the Administrator and the requirements of applicable law.

**8.6 Effective Date, Termination and Suspension, Amendments.**

**8.6.1 Effective Date.** This Plan is effective as of April 4, 2007, the date of its approval by the Board (the Effective Date). This Plan shall be submitted for and subject to stockholder approval no later than twelve months after the Effective Date. Unless earlier terminated by the Board, this Plan shall terminate at the close of business on the day before the tenth anniversary of the Effective Date. After the termination of this Plan either upon such stated expiration date or its earlier termination by the Board, no additional awards may be granted under this Plan, but previously granted awards (and the authority of the Administrator with respect thereto, including the authority to amend such awards) shall remain outstanding in accordance with their applicable terms and conditions and the terms and conditions of this Plan.

**8.6.2 Board Authorization.** The Board may, at any time, terminate or, from time to time, amend, modify or suspend this Plan, in whole or in part. No awards may be granted during any period that the Board suspends this Plan.

**8.6.3 Stockholder Approval.** To the extent then required by applicable law or any applicable listing agency or required under Sections 162, 422 or 424 of the Code to preserve the intended tax consequences of this Plan, or deemed necessary or advisable by the Board, any amendment to this Plan shall be subject to stockholder approval.

**8.6.4 Amendments to Awards.** Without limiting any other express authority of the Administrator under (but subject to) the express limits of this Plan, the Administrator by agreement or resolution may waive conditions of or limitations on awards to participants that the Administrator in the prior exercise of its discretion has imposed, without the consent of a participant, and (subject to the requirements of Sections 3.2 and 8.6.5) may make other changes to the terms and conditions of awards. Any amendment or other action that would constitute a repricing of an award is subject to the limitations set forth in Section 3.2(g).

**8.6.5 Limitations on Amendments to Plan and Awards.** No amendment, suspension or termination of this Plan or change of or affecting any outstanding award shall, without written consent of the participant, affect in any manner materially adverse to the participant any rights or benefits of the participant or obligations of the Corporation under any award granted under this Plan prior to the effective date of such change. Changes, settlements and other actions contemplated by Section 7 shall not be deemed to constitute changes or amendments for purposes of this Section 8.6.

**8.7 Privileges of Stock Ownership.** Except as otherwise expressly authorized by the Administrator or this Plan, a participant shall not be entitled to any privilege of stock ownership as to any shares of Common Stock not actually delivered to and held of record by the participant. No adjustment will be made for dividends or other rights as a stockholder for which a record date is prior to such date of delivery.

**8.8 Governing Law; Construction; Severability.**

**8.8.1 Choice of Law.** This Plan, the awards, all documents evidencing awards and all other related documents shall be governed by, and construed in accordance with the laws of the State of Delaware.

**8.8.2 Severability.** If a court of competent jurisdiction holds any provision invalid and unenforceable, the remaining provisions of this Plan shall continue in effect.

**8.8.3 Plan Construction.**

(a) *Rule 16b-3.* It is the intent of the Corporation that the awards and transactions permitted by awards be interpreted in a manner that, in the case of participants who are or may be subject to Section 16 of the Exchange Act, qualify, to the maximum extent compatible with the express terms of the award, for exemption from matching liability under Rule 16b-3 promulgated under the Exchange Act. Notwithstanding the foregoing, the Corporation shall have no liability to any participant for Section 16 consequences of awards or events under awards if an award or event does not so qualify.

(b) *Section 162(m).* Awards under Section 5.1.4 to persons described in Section 5.2 that are either granted or become vested, exercisable or payable based on attainment of one or more performance goals related to the Business Criteria, as well as Qualifying Options and Qualifying SARs granted to persons described in Section 5.2, that are approved by a committee composed solely of two or more outside directors (as this requirement is applied under Section 162(m) of the Code) shall be deemed to be intended as performance-based compensation within the meaning of Section 162(m) of the Code unless such committee provides otherwise at the time of grant of the award. It is the further intent of the Corporation that (to the extent the Corporation or one of its Subsidiaries or awards under this Plan may be or become subject to limitations on deductibility under Section 162(m) of the Code) any such awards and any other Performance-Based Awards under Section 5.2 that are granted to or held by a person subject to Section 162(m) will qualify as performance-based compensation or otherwise be exempt from deductibility limitations under Section 162(m).

(c) *Code Section 409A Compliance.* The Board intends that, except as may be otherwise determined by the Administrator, any awards under the Plan are either exempt from or satisfy the requirements of Section 409A of the Code and related regulations and Treasury pronouncements ( Section 409A ) to avoid the imposition of any taxes, including additional income or penalty taxes, thereunder. If the Administrator determines that an award, award agreement, payment, distribution, deferral election, transaction or any other action or arrangement contemplated by the provisions of the Plan would, if undertaken, cause a participant to become subject to Section 409A, unless the Administrator expressly determines otherwise, such award, award agreement payment, distribution, deferral election, transaction or other action or arrangement shall not be undertaken and the related provisions of the Plan and/or award agreement will be deemed modified or, if necessary, rescinded in order to comply with the requirements of Section 409A to the extent determined by the Administrator without the content or notice to the participant.

**8.9 Captions.** Captions and headings are given to the sections and subsections of this Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof.

**8.10 Stock-Based Awards in Substitution for Stock Options or Awards Granted by Other Corporation.** Awards may be granted to Eligible Persons in substitution for or in connection with an assumption of employee stock options, SARs, restricted stock or other stock-based awards granted by other entities to persons who are or who will become Eligible Persons in respect of the Corporation or one of its Subsidiaries, in connection with a distribution, merger or other reorganization by or with the granting entity or an affiliated entity, or the acquisition by the Corporation or one of its Subsidiaries, directly or indirectly, of all or a substantial part of the stock or assets of the employing entity. The awards so granted need not comply with other specific terms of this Plan, provided the awards reflect only adjustments giving effect to the assumption or substitution consistent with the conversion applicable to the Common Stock in the transaction and any change in the issuer of the security. Any shares that are delivered and any awards that are granted by, or become obligations of, the Corporation, as a result of the assumption by the Corporation of, or in substitution for, outstanding awards previously granted by an acquired company (or previously granted by a predecessor employer (or direct or indirect parent thereof) in the case of persons that become employed by the Corporation or one of its Subsidiaries in connection with a business or asset acquisition or similar transaction) shall not be counted against the Share Limit or other limits on the number of shares available for issuance under this Plan.

**8.11 Non-Exclusivity of Plan.** Nothing in this Plan shall limit or be deemed to limit the authority of the Board or the Administrator to grant awards or authorize any other compensation, with or without reference to the Common Stock, under any other plan or authority.

**8.12 No Corporate Action Restriction.** The existence of this Plan, the award agreements and the awards granted hereunder shall not limit, affect or restrict in any way the right or power of the Board or the stockholders of the Corporation to make or authorize: (a) any adjustment, recapitalization, reorganization or other change in the capital structure or business of the Corporation or any Subsidiary, (b) any merger, amalgamation, consolidation or change in the ownership of the Corporation or any Subsidiary, (c) any issue of bonds, debentures, capital, preferred or prior preference stock ahead of or affecting the capital stock (or the rights thereof) of the Corporation or any Subsidiary, (d) any dissolution or liquidation of the Corporation or any Subsidiary, (e) any sale or transfer of all or any part of the assets or business of the Corporation or any Subsidiary, or (f) any other corporate act or proceeding by the Corporation or any Subsidiary. No participant, beneficiary or any other person shall have any claim under any award or award agreement against any member of the Board or the Administrator, or the Corporation or any employees, officers or agents of the Corporation or any Subsidiary, as a result of any such action.

**8.13 *Other Company Benefit and Compensation Programs.*** Payments and other benefits received by a participant under an award made pursuant to this Plan shall not be deemed a part of a participant's compensation for purposes of the determination of benefits under any other employee welfare or benefit plans or arrangements, if any, provided by the Corporation or any Subsidiary, except where the Administrator expressly otherwise provides or authorizes in writing. Awards under this Plan may be made in addition to, in combination with, as alternatives to or in payment of grants, awards or commitments under any other plans or arrangements of the Corporation or its Subsidiaries.

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ANNUAL MEETING OF STOCKHOLDERS OF  
RED ROBIN GOURMET BURGERS, INC.

May 31, 2007

If no direction is provided, this proxy will be voted

FOR the Class II nominees for director and  
FOR Proposals 2 and 3.

Please date, sign and mail  
your proxy card in the  
envelope provided as soon  
as possible.

Please detach along perforated line and mail in the envelope provided.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE ELECTION OF DIRECTORS AND FOR PROPOSALS 2 AND 3.

PLEASE SIGN, DATE AND RETURN PROMPTLY IN THE ENCLOSED ENVELOPE. PLEASE MARK YOUR VOTE IN BLUE OR BLACK INK AS SHOWN HERE X

1. The election of two (2) Class II directors for three-year terms.

- |   |  |
|---|--|
| <p><input type="radio"/> FOR ALL NOMINEES</p> <p><input type="radio"/> WITHHOLD AUTHORITY<br/>FOR ALL NOMINEES</p> <p><input type="radio"/> FOR ALL EXCEPT<br/>(See instructions below)</p> | <p><b>NOMINEES:</b></p> <p><input type="radio"/> Edward T. Harvey, Jr.</p> <p><input type="radio"/> Gary J. Singer</p> |
|---|--|

**INSTRUCTION:** To withhold authority to vote for any individual nominee(s), mark **FOR ALL EXCEPT** and check the box next to each nominee you wish to withhold, as shown here: X

- |  |  |                       |         |         |                       |                       |                       |     |         |         |                       |                       |                       |
|--|--|-----------------------|---------|---------|-----------------------|-----------------------|-----------------------|-----|---------|---------|-----------------------|-----------------------|-----------------------|
| <p>2. Adoption of the Company's 2007 Performance Incentive Plan.</p> <p>3. Ratification of the appointment of Deloitte &amp; Touche LLP as the Company's independent auditors for the fiscal year ending December 30, 2007.</p> <p>4. To transact such other business as may properly come before the meeting.</p> | <table border="0"><tr><td>FOR</td><td>AGAINST</td><td>ABSTAIN</td></tr><tr><td><input type="radio"/></td><td><input type="radio"/></td><td><input type="radio"/></td></tr><tr><td>FOR</td><td>AGAINST</td><td>ABSTAIN</td></tr><tr><td><input type="radio"/></td><td><input type="radio"/></td><td><input type="radio"/></td></tr></table> | FOR                   | AGAINST | ABSTAIN | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | FOR | AGAINST | ABSTAIN | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| FOR  | AGAINST  | ABSTAIN               |         |         |                       |                       |                       |     |         |         |                       |                       |                       |
| <input type="radio"/>  | <input type="radio"/>  | <input type="radio"/> |         |         |                       |                       |                       |     |         |         |                       |                       |                       |
| FOR  | AGAINST  | ABSTAIN               |         |         |                       |                       |                       |     |         |         |                       |                       |                       |
| <input type="radio"/>  | <input type="radio"/>  | <input type="radio"/> |         |         |                       |                       |                       |     |         |         |                       |                       |                       |

**THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED STOCKHOLDER. IF NO DIRECTION IS MADE, THIS PROXY WILL BE VOTED FOR THE ELECTION OF DIRECTORS AND FOR PROPOSALS 2 AND 3.**

SHARES REPRESENTED BY THIS PROXY WILL BE VOTED AT THE MEETING IN ACCORDANCE WITH THE STOCKHOLDER S SPECIFICATIONS ABOVE. THIS PROXY CONFERS DISCRETIONARY AUTHORITY IN RESPECT TO MATTERS NOT KNOWN OR DETERMINED AT THE TIME OF THE MAILING OF THE NOTICE OF THE ANNUAL MEETING OF STOCKHOLDERS TO THE UNDERSIGNED.

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The undersigned hereby acknowledges receipt of the notice of annual meeting of stockholders, proxy statement and 2006 annual report on Form 10-K.

Dated: \_\_\_\_\_, 2007.

Signature(s) of Stockholder(s)

Address

City, State, Zip

To change the address on your account, please check the box at right and indicate your new address in the address space above. Please note that changes to the registered name(s) on the account may not be submitted via this method.

Note: Please sign exactly as your name or names appear on this Proxy. When shares are held jointly, each holder should sign. When signing as executor, administrator, attorney, trustee or guardian, please give full title as such. If the signer is a corporation, please sign full corporate name by duly authorized officer, giving full title as such. If signer is a partnership, please sign in partnership name by authorized person.

**THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS OF  
RED ROBIN GOURMET BURGERS, INC. PLEASE SIGN AND RETURN THIS PROXY IN  
THE ENCLOSED PRE-ADDRESSED ENVELOPE. THE GIVING OF A PROXY WILL NOT  
AFFECT YOUR RIGHT TO VOTE IN PERSON IF YOU ATTEND THE MEETING.**

The undersigned hereby appoints Dennis B. Mullen and Katherine L. Scherping, and each of them, as proxies, each with full power of substitution, to represent and vote as designated on the reverse side, all the shares of Common Stock of Red Robin Gourmet Burgers, Inc. held of record by the undersigned on April 12, 2007 at the Annual Meeting of Stockholders to be held at the corporate headquarters of Red Robin Gourmet Burgers, Inc. located at 6312 S. Fiddler's Green Circle, Suite 200N, Greenwood Village, Colorado 80111, on May 31, 2007, or any adjournment or postponement thereof.

This proxy authorizes each of the persons named above to vote at his or her discretion on any other matter that may properly come before the meeting or any postponement or adjournment thereof. If this card contains no specific voting instructions, the undersigned's shares will be voted in accordance with the recommendation of the Board of Directors.