

REFINITIV

DELTA REPORT

10-Q

FND - FLOOR & DECOR HOLDINGS, I

10-Q - MARCH 30, 2023 COMPARED TO 10-Q - SEPTEMBER 29, 2022

The following comparison report has been automatically generated

TOTAL DELTAS	1732
--------------	------

■ CHANGES	188
-----------	-----

■ DELETIONS	435
-------------	-----

■ ADDITIONS	1109
-------------	------

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

FORM 10-Q

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

For the quarterly period ended **September 29, 2022** **March 30, 2023**

OR

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

For the transition period from ____ to ____

Commission file number **001-38070**

Floor & Decor Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware

27-3730271

(State or other jurisdiction of incorporation or
organization)

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

2500 Windy Ridge Parkway SE

Atlanta, Georgia

30339

(Address of principal executive offices)

(Zip Code)

(404) 471-1634

Not Applicable

(Registrant's telephone number, including area code)

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

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

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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

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

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

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

Class	Outstanding at October 31, 2022 May 1, 2023
Class A common stock, \$0.001 par value per share	106,117,628 106,271,329

Table of Contents

	Page
Forward-Looking Statements	3
Part I – Financial Information	3 5
Item 1. Financial Statements	3 5
Condensed Consolidated Balance Sheets (Unaudited)	3 5
Condensed Consolidated Statements of Operations and Comprehensive Income (Unaudited)	4 6
Condensed Consolidated Statements of Stockholders' Equity (Unaudited)	5 7
Condensed Consolidated Statements of Cash Flows (Unaudited)	7 8
Notes to Condensed Consolidated Financial Statements (Unaudited)	8 9
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	18
Forward-Looking Statements	18 19
Item 3. Quantitative and Qualitative Disclosures About Market Risk	29 24
Item 4. Controls and Procedures	30 25
Part II – Other Information	30 25
Item 1. Legal Proceedings	30 25
Item 1A. Risk Factors	30 25
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	30 26
Item 6. Exhibits	31 27
Signatures	32 28

Forward-Looking Statements

The discussion in this Quarterly Report, including under this Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of Part I and Item 1A, "Risk Factors" of Part II, contains forward-looking statements within the meaning of the federal securities laws. All statements other than statements of historical fact contained in this Quarterly Report, including statements regarding our future operating results and financial position, expectations related to our acquisition of Spartan Surfaces, Inc. ("Spartan"), business strategy and plans, objectives of management for future operations, are forward-looking statements. These statements are based on our current expectations, assumptions, estimates, and projections. These statements involve known and unknown risks, uncertainties, and other important factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Forward-looking statements are based on management's current expectations and assumptions regarding the Company's business, the economy, and other future conditions, including the impact of natural disasters on sales. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expects," "plans," "anticipates," "could," "seeks," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "budget," "potential," or "continue" or the negative of these terms or other similar expressions.

The forward-looking statements contained in this Quarterly Report are only predictions. Although we believe that the expectations reflected in the forward-looking statements in this Quarterly Report are reasonable, we cannot guarantee future events, results, performance, or achievements. A number of important factors could cause actual results to differ materially from those indicated by the forward-looking statements in this Quarterly Report, including, without limitation, those factors described in this Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of Part I and Item 1A, "Risk Factors" of Part II. Some of the key factors that could cause actual results to differ from our expectations include the following:

- an overall decline in the health of the economy, the hard surface flooring industry, consumer confidence and spending, and the housing market, including as a result of rising inflation or interest rates;
- demand fluctuations in the housing industry, and demand for our products and services, may be adversely affected by unfavorable economic conditions, including rising interest rates, inflation, a decline in disposable income levels, and recession fears;
- an economic recession or depression;
- global inflationary pressures on raw materials, energy, commodity, transportation, and other costs could cause our vendors to seek further price increases on the products we sell;
- any disruption in our supply chain, including carrier capacity constraints, port congestion, higher shipping, rail, and trucking prices, and other supply chain costs or product shortages;
- our failure to successfully anticipate consumer preferences and demand;
- our inability to pass along cost increases at rates consumers are willing to pay, or reduced demand due to pricing increases;
- our inability to manage our growth;
- our inability to manage costs and risks relating to new store openings;

- our inability to find available locations for our stores on terms acceptable to us;
 - demand for our products and services may be adversely affected by unfavorable economic conditions;
 - any disruption in our distribution capabilities, including from difficulties operating our distribution centers;
 - our failure to execute our business strategy effectively and deliver value to our customers;
 - our inability to find, train and retain key personnel;
 - the resignation, incapacitation, or death of any key personnel;
 - the inability to staff our stores and distribution centers sufficiently;
 - the effects of weather conditions, natural disasters, or other unexpected events, including global health crises, such as the COVID-19 pandemic, may disrupt our operations;
 - our dependence on foreign imports for the products we sell, which may include the impact of tariffs and other duties;
-
- geopolitical risks, such as the ongoing war in Ukraine, that impact our ability to import from foreign suppliers or raise our costs;
 - if the use of “cookie” tracking technologies is further restricted, the amount of internet user information we collect would decrease, which could require additional marketing efforts and harm our business and operating results;
 - violations of laws and regulations applicable to us or our suppliers;
 - our failure to adequately protect against security breaches involving our information technology systems and customer information;
 - suppliers may sell similar or identical products to our competitors;
 - competition from other stores and internet-based competition;
 - impact of acquired companies, including Spartan;
 - our inability to manage our inventory obsolescence, shrinkage, and damage;
 - our inability to maintain sufficient levels of cash flow or liquidity to meet growth expectations;
 - our inability to obtain merchandise on a timely basis at prices acceptable to us;
 - restrictions imposed by our indebtedness on our current and future operations; and
 - our variable rate debt subjects us to interest rate risk that could cause our debt service obligations to increase significantly.

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

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

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

<i>in thousands, except for share and per share data</i>	<i>in thousands, except for share and per share data</i>	<i>As of September 29, 2022</i>	<i>As of December 30, 2021</i>	<i>in thousands, except for share and per share data</i>	<i>As of March 30, 2023</i>	<i>As of December 29, 2022</i>
Assets	Assets			Assets		
Current assets:	Current assets:			Current assets:		
Cash and cash equivalents	Cash and cash equivalents	\$ 7,687	\$ 139,444	Cash and cash equivalents	\$ 5,034	\$ 9,794
Income taxes receivable	Income taxes receivable	9,867	3,507	Income taxes receivable	—	7,325
Receivables, net	Receivables, net	102,580	81,463	Receivables, net	87,992	94,732

Inventories, net	Inventories, net	1,320,456	1,008,151	Inventories, net	1,181,147	1,292,336
Prepaid expenses and other current assets	Prepaid expenses and other current assets	56,502	40,780	Prepaid expenses and other current assets	54,300	53,298
Total current assets	Total current assets	1,497,092	1,273,345	Total current assets	1,328,473	1,457,485
Fixed assets, net	Fixed assets, net	1,164,119	929,083	Fixed assets, net	1,344,987	1,258,056
Right-of-use assets	Right-of-use assets	1,157,347	1,103,750	Right-of-use assets	1,231,509	1,205,636
Intangible assets, net	Intangible assets, net	150,851	151,935	Intangible assets, net	151,590	152,353
Goodwill	Goodwill	255,473	255,473	Goodwill	255,473	255,473
Deferred income tax assets, net	Deferred income tax assets, net	8,024	9,832	Deferred income tax assets, net	14,073	11,265
Other assets	Other assets	11,762	7,277	Other assets	9,088	10,974
Total long-term assets	Total long-term assets	2,747,576	2,457,350	Total long-term assets	3,006,720	2,893,757
Total assets	Total assets	<u>\$ 4,244,668</u>	<u>\$ 3,730,695</u>	Total assets	<u>\$ 4,335,193</u>	<u>\$ 4,351,242</u>
Liabilities and stockholders' equity	Liabilities and stockholders' equity			Liabilities and stockholders' equity		
Current liabilities:	Current liabilities:			Current liabilities:		
Current portion of term loans	Current portion of term loans	\$ 2,103	\$ 2,103	Current portion of term loan	\$ 2,103	\$ 2,103
Current portion of lease liabilities	Current portion of lease liabilities	107,258	104,602	Current portion of lease liabilities	113,798	105,693
Trade accounts payable	Trade accounts payable	642,136	661,883	Trade accounts payable	572,475	590,883
Accrued expenses and other current liabilities	Accrued expenses and other current liabilities	294,022	248,935	Accrued expenses and other current liabilities	285,557	298,019
Income taxes payable	Income taxes payable			Income taxes payable	18,178	—
Deferred revenue	Deferred revenue	15,907	14,492	Deferred revenue	14,418	10,060
Total current liabilities	Total current liabilities	1,061,426	1,032,015	Total current liabilities	1,006,529	1,006,758
Term loan	Term loan	195,454	195,762	Term loan	195,248	195,351
Revolving line of credit	Revolving line of credit	176,400	—	Revolving line of credit	106,500	210,200
Lease liabilities	Lease liabilities	1,177,413	1,120,990	Lease liabilities	1,251,567	1,227,507
Deferred income tax liabilities, net	Deferred income tax liabilities, net	42,584	40,958	Deferred income tax liabilities, net	36,816	41,520
Other liabilities	Other liabilities	8,772	17,771	Other liabilities	10,116	12,730
Total long-term liabilities	Total long-term liabilities	1,600,623	1,375,481	Total long-term liabilities	1,600,247	1,687,308
Total liabilities	Total liabilities	<u>2,662,049</u>	<u>2,407,496</u>	Total liabilities	<u>2,606,776</u>	<u>2,694,066</u>
Commitments and Contingencies (Note 5)						
Commitments and contingencies (Note 5)				Commitments and contingencies (Note 5)		
Stockholders' equity	Stockholders' equity			Stockholders' equity		
Capital stock:	Capital stock:			Capital stock:		
Preferred stock, \$0.001 par value; 10,000,000 shares authorized; 0 shares issued and outstanding at September 29, 2022 and December 30, 2021	Preferred stock, \$0.001 par value; 10,000,000 shares authorized; 0 shares issued and outstanding at September 29, 2022 and December 30, 2021	—	—			

See accompanying notes to condensed consolidated financial statements.

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

		Thirteen Weeks Ended		Thirty-nine Weeks Ended			Thirteen Weeks Ended	
		September 29, 2022	September 30, 2021	September 29, 2022	September 30, 2021		March 30, 2023	March 31, 2022
<i>in thousands, except for per share data</i>	<i>in thousands, except for per share data</i>					<i>in thousands, except for per share data</i>		
Net sales	Net sales	\$ 1,097,824	\$ 876,553	\$ 3,216,404	\$ 2,519,198	Net sales	\$ 1,122,052	\$ 1,028,734
Cost of sales	Cost of sales	650,349	511,245	1,924,589	1,451,519	Cost of sales	652,934	620,676
Gross profit	Gross profit	447,475	365,308	1,291,815	1,067,679	Gross profit	469,118	408,058
Operating expenses:	Operating expenses:					Operating expenses:		
Selling and store operating	Selling and store operating	280,735	218,690	798,437	613,708	Selling and store operating	303,671	249,500
General and administrative	General and administrative	54,697	52,488	162,449	149,348	General and administrative	61,911	54,645
Pre-opening	Pre-opening	10,386	10,733	28,890	26,720	Pre-opening	8,020	9,941
Total operating expenses	Total operating expenses	345,818	281,911	989,776	789,776	Total operating expenses	373,602	314,086
Operating income	Operating income	101,657	83,397	302,039	277,903	Operating income	95,516	93,972
Interest expense, net	Interest expense, net	3,032	1,124	5,866	3,805	Interest expense, net	4,862	1,162
Income before income taxes	Income before income taxes	98,625	82,273	296,173	274,098	Income before income taxes	90,654	92,810
Provision for income taxes		22,450	7,628	67,215	40,741			
Income tax expense						Income tax expense	19,130	21,859
Net income	Net income	\$ 76,175	\$ 74,645	\$ 228,958	\$ 233,357	Net income	\$ 71,524	\$ 70,951
Change in fair value of hedge instruments, net of tax	Change in fair value of hedge instruments, net of tax	1,513	(36)	3,889	40	Change in fair value of hedge instruments, net of tax	(849)	1,554
Total comprehensive income	Total comprehensive income	\$ 77,688	\$ 74,609	\$ 232,847	\$ 233,397	Total comprehensive income	\$ 70,675	\$ 72,505
Basic earnings per share	Basic earnings per share	\$ 0.72	\$ 0.71	\$ 2.17	\$ 2.23	Basic earnings per share	\$ 0.67	\$ 0.67
Diluted earnings per share	Diluted earnings per share	\$ 0.71	\$ 0.69	\$ 2.13	\$ 2.17	Diluted earnings per share	\$ 0.66	\$ 0.66

See accompanying notes to condensed consolidated financial statements.

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

		Common Stock				Class A Total			Common Stock			
		Class A		Additional	Accumulated		Class A Total			Additional	Accumulated	
				Paid-in	Other		Retained	Stockholders'		Paid-in	Other	
in thousands	in thousands	Shares	Amount	Capital	Comprehensive Income	in thousands	Earnings	Equity	Amount	Capital	Comprehensive Income	Re Ea
		105,761	\$ 106	\$ 450,332	\$ 535		\$ 872,226	\$ 1,323,199				

Balance, December 30, 2022								Balance, December 30, 2022					
								106,151	\$106	\$482,312	\$	4,337	\$1,1
Stock-based compensation expense	Stock-based compensation expense	—	—	5,980	—	—	5,980	Stock-based compensation expense	—	—	6,741	—	
Exercise of stock options	Exercise of stock options	32	—	577	—	—	577	Exercise of stock options	79	—	2,130	—	
Issuance of common stock upon vesting of restricted stock units	Issuance of common stock upon vesting of restricted stock units	47	—	—	—	—	—	Issuance of common stock upon vesting of restricted stock units	117	—	—	—	
Shares issued under employee stock purchase plan	Shares issued under employee stock purchase plan	21	—	1,963	—	—	1,963	Shares issued under employee stock purchase plan	43	—	2,558	—	
Common stock redeemed for tax liability	Common stock redeemed for tax liability	(19)	—	(1,807)	—	—	(1,807)	Common stock redeemed for tax liability	(119)	—	(10,863)	—	
Other comprehensive gain, net of tax													
Other comprehensive loss, net of tax								Other comprehensive loss, net of tax	—	—	—	(849)	
Net income	Net income	—	—	—	—	70,951	70,951	Net income	—	—	—	—	
Balance, March 31, 2022													
Stock-based compensation expense	Stock-based compensation expense	—	—	4,889	—	—	4,889						
Exercise of stock options	Exercise of stock options	209	—	4,599	—	—	4,599						
Forfeiture of restricted stock awards	Forfeiture of restricted stock awards	(59)	—	—	—	—	—						
Issuance of common stock upon vesting of restricted stock units	Issuance of common stock upon vesting of restricted stock units	5	—	—	—	—	—						
Balance, March 30, 2023								Balance, March 30, 2023					
Common stock redeemed for tax liability	Common stock redeemed for tax liability	(4)	—	(273)	—	—	(273)						
Other comprehensive gain, net of tax	Other comprehensive gain, net of tax	—	—	—	822	—	822						
Net income	Net income	—	—	—	—	81,832	81,832						
Balance, June 30, 2022													
Stock-based compensation expense	Stock-based compensation expense	—	—	6,360	—	—	6,360						
Exercise of stock options	Exercise of stock options	81	—	1,924	—	—	1,924						
Issuance of common stock upon vesting of restricted stock units	Issuance of common stock upon vesting of restricted stock units	2	—	—	—	—	—						
Shares issued under employee stock purchase plan	Shares issued under employee stock purchase plan	41	—	2,416	—	—	2,416						
Common stock redeemed for tax liability	Common stock redeemed for tax liability	—	—	(55)	—	—	(55)						
Other comprehensive gain, net of tax	Other comprehensive gain, net of tax	—	—	—	1,513	—	1,513						

Net income	—	—	—	—	76,175	76,175
Balance, September 29, 2022	106,117	\$ 106	\$ 476,905	\$ 4,424	\$1,101,184	\$ 1,582,619

See accompanying notes to condensed consolidated financial statements.

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

in thousands	in thousands	Common Stock				in thousands	Class A Total		Common Stock				Accumulated		Retained Earnings
		Class A		Additional Paid-in Capital	Other Comprehensive Income		Shares	Equity	Amount	Additional Paid-in Capital	Other Comprehensive Income				
		Shares	Amount												
Balance, January 1, 2021		104,368	\$ 104	\$ 408,124	\$ 164		\$588,996	\$ 997,388							
Balance, December 31, 2021									Balance, December 31, 2021	105,761	\$106	\$450,332	\$ 535	\$872	
Stock-based compensation expense	Stock-based compensation expense	—	—	4,734	—		—	4,734	Stock-based compensation expense	—	—	5,980	—		
Exercise of stock options	Exercise of stock options	195	1	2,382	—		—	2,383	Exercise of stock options	32	—	577	—		
Issuance of restricted stock awards		27	—	—	—		—	—							
Forfeiture of restricted stock awards		(2)	—	—	—		—	—							
Issuance of common stock upon vesting of restricted stock units	Issuance of common stock upon vesting of restricted stock units	25	—	—	—		—	—	Issuance of common stock upon vesting of restricted stock units	47	—	—	—		
Shares issued under employee stock purchase plan	Shares issued under employee stock purchase plan	26	—	1,302	—		—	1,302	Shares issued under employee stock purchase plan	21	—	1,963	—		
Common stock redeemed for tax liability	Common stock redeemed for tax liability	(10)	—	(966)	—		—	(966)	Common stock redeemed for tax liability	(19)	—	(1,807)	—		
Other comprehensive gain, net of tax	Other comprehensive gain, net of tax	—	—	—	83		—	83	Other comprehensive gain, net of tax	—	—	—	1,554		
Net income	Net income	—	—	—	—		75,796	75,796	Net income	—	—	—	—	70	
Balance, April 1, 2021		104,629	\$ 105	\$ 415,576	\$ 247		\$664,792	\$ 1,080,720							
Stock-based compensation expense		—	—	5,319	—		—	5,319							
Exercise of stock options		409	—	3,943	—		—	3,943							
Issuance of restricted stock awards		2	—	—	—		—	—							
Forfeiture of restricted stock awards		(1)	—	—	—		—	—							
Issuance of common stock upon vesting of restricted stock units		2	—	—	—		—	—							
Shares issued under employee stock purchase plan		21	—	1,761	—		—	1,761							

Issuance of stock related to acquisition	50	—	5,000	—	—	5,000
Common stock redeemed for tax liability	(1)	—	(50)	—	—	(50)
Other comprehensive loss, net of tax	—	—	—	(7)	—	(7)
Net income	—	—	—	—	82,916	82,916
Balance, July 1, 2021	105,111	\$ 105	\$ 431,549	\$ 240	\$747,708	\$ 1,179,602
Stock-based compensation expense	—	—	5,282	—	—	5,282
Exercise of stock options	468	1	5,428	—	—	5,429
Common stock redeemed for tax liability	—	—	(12)	—	—	(12)
Other comprehensive loss, net of tax	—	—	—	(36)	—	(36)
Net income	—	—	—	—	74,645	74,645
Balance, September 30, 2021	105,579	\$ 106	\$ 442,247	\$ 204	\$822,353	\$ 1,264,910
Balance, March 31, 2022					Balance, March 31, 2022	105,842 \$106 \$457,045 \$ 2,089 \$943

See accompanying notes to condensed consolidated financial statements.

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

		Thirty-nine Weeks Ended			Thirteen Weeks Ended	
		September 29, 2022	September 30, 2021		March 30, 2023	March 31, 2022
<i>in thousands</i>	<i>in thousands</i>			<i>in thousands</i>		
Operating activities	Operating activities			Operating activities		
Net income	Net income	\$ 228,958	\$ 233,357	Net income	\$ 71,524	\$ 70,951
Adjustments to reconcile net income to net cash provided by operating activities:						
Adjustments to reconcile net income to net cash provided by (used in) operating activities:				Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	Depreciation and amortization	112,691	84,496	Depreciation and amortization	46,352	34,613
Stock-based compensation expense	Stock-based compensation expense	17,229	15,335	Stock-based compensation expense	6,741	5,980
Change in fair value of contingent earn-out liabilities				Change in fair value of contingent earn-out liabilities	1,434	364
Deferred income taxes	Deferred income taxes	1,747	5,599	Deferred income taxes	(7,211)	237
Change in fair value of contingent earn-out liabilities		1,530	—			
Interest cap derivative contracts				Interest cap derivative contracts	28	29

Loss on asset impairments and disposals, net	Loss on asset impairments and disposals, net	—	475	Loss on asset impairments and disposals, net	(177)	—
Interest cap derivative contracts		85	40			
Changes in operating assets and liabilities, net of effects of acquisitions:						
Changes in operating assets and liabilities, net of effects of acquisition:				Changes in operating assets and liabilities, net of effects of acquisition:		
Receivables, net	Receivables, net	(21,014)	(19,785)	Receivables, net	6,740	(16,291)
Inventories, net	Inventories, net	(312,288)	(174,649)	Inventories, net	111,189	(141,363)
Trade accounts payable	Trade accounts payable	(25,761)	202,386	Trade accounts payable	47,176	27,661
Accrued expenses and other current liabilities	Accrued expenses and other current liabilities	27,796	38,492	Accrued expenses and other current liabilities	(68,733)	(3,969)
Income taxes	Income taxes	(6,360)	(10,838)	Income taxes	25,495	19,842
Deferred revenue	Deferred revenue	1,415	9,840	Deferred revenue	4,358	7,529
Other, net	Other, net	(18,703)	(19,856)	Other, net	5,364	(8,916)
Net cash provided by operating activities		7,325	364,892			
Net cash provided by (used in) operating activities				Net cash provided by (used in) operating activities	250,280	(3,333)
Investing activities	Investing activities			Investing activities		
Purchases of fixed assets	Purchases of fixed assets	(322,825)	(277,688)	Purchases of fixed assets	(139,398)	(100,904)
Acquisitions, net of cash acquired		(1,121)	(63,567)			
Proceeds from sales of property		4,773	—			
Acquisition, net of cash acquired				Acquisition, net of cash acquired	—	(490)
Net cash used in investing activities	Net cash used in investing activities	(319,173)	(341,255)	Net cash used in investing activities	(139,398)	(101,394)
Financing activities	Financing activities			Financing activities		
Payments on term loans				Payments on term loans	(526)	(1,051)
Borrowings on revolving line of credit	Borrowings on revolving line of credit	663,200	13,466	Borrowings on revolving line of credit	215,400	—
Payments on revolving line of credit	Payments on revolving line of credit	(486,800)	(15,969)	Payments on revolving line of credit	(319,100)	—
Proceeds from term loans		—	65,000			
Payments on term loans		(1,577)	(76,202)			
Payments of contingent earn-out consideration		(2,571)	—			
Payments of contingent earn-out liabilities				Payments of contingent earn-out liabilities	(5,241)	(2,571)
Proceeds from exercise of stock options	Proceeds from exercise of stock options	7,100	11,755	Proceeds from exercise of stock options	2,130	577
Proceeds from employee stock purchase plan	Proceeds from employee stock purchase plan	4,379	3,063	Proceeds from employee stock purchase plan	2,558	1,963

Debt issuance costs		(1,505)		(1,409)		
Tax payments for stock-based compensation awards	Tax payments for stock-based compensation awards		(2,135)	(1,028)	Tax payments for stock-based compensation awards	(10,863) (1,807)
Net cash provided by (used in) financing activities		180,091		(1,324)		
Net (decrease) increase in cash and cash equivalents		(131,757)		22,313		
Net cash used in financing activities					Net cash used in financing activities	(115,642) (2,889)
Net decrease in cash and cash equivalents					Net decrease in cash and cash equivalents	(4,760) (107,616)
Cash and cash equivalents, beginning of the period	Cash and cash equivalents, beginning of the period	139,444	307,772		Cash and cash equivalents, beginning of the period	9,794 139,444
Cash and cash equivalents, end of the period	Cash and cash equivalents, end of the period	\$ 7,687	\$ 330,085		Cash and cash equivalents, end of the period	\$ 5,034 \$ 31,828
Supplemental disclosures of cash flow information	Supplemental disclosures of cash flow information				Supplemental disclosures of cash flow information	
Buildings and equipment acquired under operating leases	Buildings and equipment acquired under operating leases	\$ 148,665	\$ 238,023		Buildings and equipment acquired under operating leases	\$ 55,701 \$ 61,180
Cash paid for interest, net of capitalized interest	Cash paid for interest, net of capitalized interest	\$ 3,437	\$ 1,676		Cash paid for interest, net of capitalized interest	\$ 4,692 \$ 1,099
Cash paid for income taxes, net of refunds	Cash paid for income taxes, net of refunds	\$ 71,800	\$ 45,996		Cash paid for income taxes, net of refunds	\$ 1,651 \$ 1,763
Fixed assets accrued at the end of the period	Fixed assets accrued at the end of the period	\$ 118,453	\$ 94,839		Fixed assets accrued at the end of the period	\$ 109,161 \$ 104,230

See accompanying notes to condensed consolidated financial statements.

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

1. Basis of Presentation and Summary of Significant Accounting Policies

Nature of Business

Floor & Decor Holdings, Inc., together with its subsidiaries (the "Company," "we," "our," or "us") is a multi-channel specialty retailer and commercial flooring distributor. The Company offers a broad assortment of in-stock hard-surface flooring, including tile, wood, laminate, vinyl, and natural stone along with decorative accessories and wall tile, installation materials, and adjacent categories at everyday low prices. Our stores appeal to a variety of customers, including professional installers and commercial businesses ("Pro"), Do do it Yourself customers ("DIY"), and buy it yourself customers who buy our products for professional installation ("Buy it Yourself" or "BIY" BIY). We operate within one reportable segment.

As of September 29, 2022 March 30, 2023, the Company, through its wholly owned subsidiary, Floor and Decor Outlets of America, Inc. ("F&D" or "Outlets" or "Outlets"), operates 178 194 warehouse-format stores, which average 78,000 79,000 square feet, and five small-format standalone design studios in 35 36 states, as well as four distribution centers and an e-commerce site, *FloorandDecor.com*. Substantially all of the Company's operating assets and liabilities are held by Outlets.

Fiscal Year

The Company's fiscal year is the 52- or 53-week period ending on the Thursday on or preceding December 31st. The fiscal year ending December 29, 2022 December 28, 2023 ("fiscal 2022" 2023') and the fiscal year ended December 30, 2021 December 29, 2022 ("fiscal 2021" 2022") include 52 weeks. 52-week fiscal years consist of thirteen-week periods in

each quarter of the fiscal year. When a 53-week fiscal year occurs, we report the additional week at the end of the fiscal fourth quarter. 52-week fiscal years consist of thirteen-week periods in each quarter of the fiscal year.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. These financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information. The Condensed Consolidated Balance Sheet as of December 30, 2021 December 29, 2022 has been derived from the audited Consolidated Balance Sheet for the fiscal year then ended. The interim condensed consolidated financial statements should be read together with the audited consolidated financial statements and related footnote disclosures included in the Company's Annual Report on Form 10-K for fiscal 2021, 2022, filed with the Securities and Exchange Commission (the "SEC") on February 24, 2022 February 23, 2023 (the "Annual Report").

Management believes the accompanying unaudited condensed consolidated financial statements reflect all normal recurring adjustments considered necessary for a fair statement of results for the interim periods presented.

Results of operations for the thirty-nine thirteen weeks ended September 29, 2022 and September 30, 2021 March 30, 2023 are not necessarily indicative of the results to be expected for the full years.

Impact of the COVID-19 Pandemic

The ongoing presence of COVID-19 and its potential impact on the Company's business remains an evolving situation and is highly uncertain. While the Company's operations during the first thirty-nine weeks of fiscal 2022 did not appear to be negatively impacted, the COVID-19 pandemic could have additional negative impacts in the future. The extent of the impact of the pandemic on the Company's business and financial results will depend on future developments, including the duration of the pandemic, the success of vaccination programs, the spread of COVID-19, including its developing variants, within the markets in which the Company operates, as well as the countries from which the Company sources inventory, fixed assets, and other supplies, the effect of the pandemic on consumer confidence and spending, and actions taken by government entities in response to the pandemic, all of which are highly uncertain. year.

Summary of Significant Accounting Policies

There have been were no updates significant changes to our Significant Accounting Policies since as disclosed in the Annual Report. For more information regarding our Significant Accounting Policies and Estimates, see the "Summary of Significant Accounting Policies" section of "Item 8. Financial Statements and Supplementary Data" of our Annual Report.

Recently Issued Adopted Accounting Pronouncements

Reference Rate Reform. Supplier Finance Programs. In January 2021, September 2022, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") ASU No. 2021-01, "2022-04, Reference Rate Reform (Topic 848), "Liabilities - Supplier Finance Programs (Subtopic 405-50)." which provides optional guidance to ease the potential accounting and financial reporting burden of reference rate reform, including the expected market transition from the London Interbank Offered Rate (LIBOR) and other interbank offered rates to alternative reference rates. The new guidance provides temporary optional expedients and exceptions for applying U.S. GAAP to transactions affected by reference rate reform if certain criteria are met. These transactions include contract modifications, hedging relationships, and the sale or transfer of debt securities classified as held-to-maturity. Entities may apply the provisions ASU requires disclosure of the new standard as key terms of outstanding supply chain finance programs and a rollforward of the related amounts due to vendors participating in these programs. The adoption of ASU 2022-04 did not affect the Company's financial position, results of operations, or cash flows as the standard only impacts financial statement footnote disclosures. The guidance is effective in the first quarter of fiscal 2023, except for a rollforward of activity within supply chain finance programs, which is effective beginning of the reporting period when the election is made. Unlike other topics, the provisions of this update are only available until December 31, 2022, by which time the reference rate replacement activity is expected in fiscal 2024. For additional information, refer to be completed. The Company is currently evaluating the impact of this standard on its consolidated financial statements and related disclosures and has yet to elect an adoption date. Note 9, "Supply Chain Finance Program."

Business Combinations. In October 2021, the FASB issued ASU No. 2021-08, "Business Combinations (Topic 805), Accounting for Contract Assets and Contract Liabilities from Contracts with Customers." The ASU addresses diversity and inconsistency related to the recognition and measurement of contract assets and contract liabilities acquired in a business combination and requires that an acquirer recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with Topic 606, Revenue from Contracts with Customers Customers. The Company adopted ASU No. 2021-08 in the first quarter of 2023 on a prospective basis. The adoption of ASU No. 2021-08 did not have a material impact on the Company's consolidated financial statements or related disclosures and is only applicable to the extent that the Company has future business combinations.

Recently Issued Accounting Pronouncements

Leases. In March 2023, the FASB issued ASU No. 2023-01, "Leases (Topic 842), Common Control Arrangements". The amendments in the ASU applying to public business entities clarifies the accounting for leasehold improvements associated with common control leases, reducing diversity in practice and providing investors with financial information that will better reflect the economics of those transactions. This standard guidance in ASU No. 2023-01 is effective for fiscal years beginning after December 15, 2022 December 15, 2023, including interim periods within those fiscal years, and should can be applied prospectively to business combinations occurring on all new leasehold

improvements, prospectively to all new and existing leasehold improvements, or after retrospectively to the effective date beginning of the amendments, period in which the entity first applied Topic 842. Early adoption of the standard is permitted, including adoption in an interim period. The adoption of this standard ASU 2023-01 is not expected to have a material an impact on the Company's Company's consolidated financial statements or related disclosures.

Supplier Finance Programs. In September 2022, the FASB issued ASU No. 2022-04, "Liabilities - Supplier Finance Programs (Subtopic 405-50)." The ASU requires that buyers in a supplier finance program disclose sufficient information for a user of the financial statements to understand the program's nature, activity, changes since prior period, and potential magnitude. The guidance in ASU 2022-04 is effective for interim and fiscal years beginning after December 15, 2022. Once adopted, it should be applied retrospectively to each period in which a balance sheet is presented, excluding the amendment on roll forward information, which should be presented prospectively. Early adoption of the standard is permitted. The Company is currently evaluating the impact of this standard on its consolidated financial statements and related disclosures and would only be applicable to the extent that the Company has yet to elect an adoption date, future common control leases.

2. Revenue

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

Deferred Revenue & Contract Liabilities

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

Contract liabilities within the Condensed Consolidated Balance Sheets as of September 29, 2022 March 30, 2023 and December 30, 2021 December 29, 2022 primarily consisted of deferred revenue as well as amounts in accrued expenses and other current liabilities related to the Pro Premier Rewards loyalty program and unredeemed gift cards. As of September 29, 2022 March 30, 2023, contract liabilities totaled \$58.9 million \$64.9 million and included \$15.9 million \$14.4 million of deferred revenue, \$31.7 million \$36.6 million of loyalty program liabilities, and \$11.3 million \$13.9 million of unredeemed gift cards. As of December 30, 2021 December 29, 2022, contract liabilities totaled \$40.2 million \$57.0 million and included \$14.5 million \$10.1 million of deferred revenue, \$20.4 million \$33.8 million of loyalty program liabilities, and \$5.3 million \$13.1 million of unredeemed gift cards. Of the contract liabilities outstanding as of December 30, 2021 December 29, 2022, approximately \$15.8 million \$11.3 million was recognized in revenue during the thirty-nine thirteen weeks ended September 29, 2022 March 30, 2023.

Disaggregated Revenue

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

Product Category	Thirteen Weeks Ended			
	September 29, 2022		September 30, 2021	
	Net Sales	% of Net Sales	Net Sales	% of Net Sales
Laminate / luxury vinyl plank	\$ 314,502	29 %	\$ 230,279	26 %
Tile	246,336	22	201,674	23
Decorative accessories / wall tile	187,369	17	160,195	18
Installation materials and tools	183,495	17	138,794	16
Wood	69,691	6	64,798	7
Natural stone	52,670	5	48,267	6
Adjacent categories (1)	17,338	2	13,685	2
Other (2)	26,423	2	18,861	2
Total	\$ 1,097,824	100 %	\$ 876,553	100 %

Product Category	Product Category	Thirty-nine Weeks Ended						Product Category	Thirteen Weeks Ended									
		September 29, 2022			September 30, 2021				March 30, 2023			March 31, 2022						
		Net Sales		% of Net Sales	Net Sales		% of Net Sales		Net Sales		% of Net Sales	Net Sales		% of Net Sales				
Laminate / luxury vinyl plank		\$	896,347	28	%	\$	630,956	25	%									
Laminate and vinyl										Laminate and vinyl	\$	299,378	27	%	\$	282,235	27	%
Tile	Tile		725,242		22			599,489	24	Tile		264,584		24			230,611	22
Decorative accessories / wall tile			569,370		18			481,525	19									

Installation materials and tools	Installation materials and tools	529,659	16	410,764	16	Installation materials and tools	202,069	18	167,845	16
Decorative accessories and wall tile						Decorative accessories and wall tile	198,578	18	191,035	19
Wood	Wood	213,126	7	193,087	8	Wood	62,221	6	71,946	7
Natural stone	Natural stone	161,374	5	149,501	6	Natural stone	55,025	5	53,456	5
Adjacent categories (1)	Adjacent categories (1)	51,363	2	39,508	2	Adjacent categories (1)	20,012	1	16,188	2
Other (2) (1)	Other (2) (1)	69,923	2	14,368	—	Other (2) (1)	20,185	1	15,418	2
Total	Total	\$ 3,216,404	100 %	\$ 2,519,198	100 %	Total	\$ 1,122,052	100 %	\$ 1,028,734	100 %

(1) Adjacent categories primarily include bathroom and kitchen products and accessories.

(2) Other includes delivery, sample, and other product revenue and adjustments for deferred revenue, sales returns reserves, customer rewards under the Company's Pro Premier Loyalty program, and other revenue related adjustments that are not allocated on a product-level basis.

3. Debt

The following table summarizes the Company's long-term debt as of September 29, 2022, March 30, 2023, and December 30, 2021, and December 29, 2022:

in thousands	in thousands	Interest Rate Per				in thousands	Interest Rate Per			
		Maturity Date	Annum at 9/29/2022 (1)	September 29, 2022	December 30, 2021		Maturity Date	Annum at 3/30/2023 (1)	March 30, 2023	December 29, 2022
Credit Facilities:	Credit Facilities:					Credit Facilities:				
Term Loan Facility	Term Loan Facility	February 14, 2027	4.53% Variable	\$ 205,025	\$ 206,602	Term Loan Facility	February 14, 2027	6.62% Variable	\$ 203,973	\$ 204,499
Asset-based Loan Facility ("ABL")	Asset-based Loan Facility ("ABL")	August 4, 2027	3.92% Variable	176,400	—	Asset-based Loan Facility ("ABL")	August 4, 2027	6.03% Variable	106,500	210,200
Total secured debt at par value	Total secured debt at par value			381,425	206,602	Total secured debt at par value			310,473	414,699
Less: current maturities	Less: current maturities			2,103	2,103	Less: current maturities			2,103	2,103
Long-term debt maturities	Long-term debt maturities			379,322	204,499	Long-term debt maturities			308,370	412,596
Less: unamortized discount and debt issuance costs	Less: unamortized discount and debt issuance costs			7,468	8,737	Less: unamortized discount and debt issuance costs			6,622	7,045
Total long-term debt	Total long-term debt			\$ 371,854	\$ 195,762	Total long-term debt			\$ 301,748	\$ 405,551

(1) The applicable interest rate for the Term Loan Facility as presented herein does not include the effect of interest rate cap agreements.

Market risk associated with the Company's long-term debt relates to the potential change in fair value and negative impact to future earnings, respectively, from a change in interest rates. The aggregate fair value of debt is based primarily on the Company's estimates of interest rates, maturities, credit risk, and underlying collateral.

The estimated fair values and classifications within the fair value hierarchy of the Term Loan Facility and ABL were as follows as of September 29, 2022 and December 30, 2021:

	Fair Value Hierarchy	September 29, 2022	December 30, 2021
<i>in thousands</i>	Classification		
Term Loan Facility	Level 3	\$ 199,899	\$ 202,986
ABL Facility	Level 2	176,400	—
Total		<u>\$ 376,299</u>	<u>\$ 202,986</u>

The following table summarizes scheduled maturities of the Company's debt as of September 29, 2022 March 30, 2023:

<i>in thousands</i>	<i>in thousands</i>	Amount	<i>in thousands</i>	Amount
Thirteen weeks ending December 29, 2022		\$ 526		
2023		2,103		
Thirty-nine weeks ending December 28, 2023			Thirty-nine weeks ending December 28, 2023	\$ 1,577
2024	2024	2,103	2024	2,103
2025	2025	2,103	2025	2,103
2026	2026	2,103	2026	2,629
Thereafter		372,487		
2027			2027	302,061
Total minimum debt payments	Total minimum debt payments	<u>\$ 381,425</u>	Total minimum debt payments	<u>\$ 310,473</u>

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

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
<i>in thousands</i>	September 29, 2022	September 30, 2021	September 29, 2022	September 30, 2021
Total interest costs	\$ 4,092	\$ 1,906	\$ 8,617	\$ 5,737
Interest capitalized	1,060	782	2,751	1,932
Interest expense, net	<u>\$ 3,032</u>	<u>\$ 1,124</u>	<u>\$ 5,866</u>	<u>\$ 3,805</u>

	Thirteen Weeks Ended	
<i>in thousands</i>	March 30, 2023	March 31, 2022
Total interest costs, net of interest income	\$ 6,186	\$ 1,875
Interest capitalized	1,324	713
Interest expense, net	<u>\$ 4,862</u>	<u>\$ 1,162</u>

Term Loan Facility

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

All obligations under the Term Loan Facility are secured by (1) a first-priority security interest in substantially all of the property and assets of Outlets and the other guarantors under the Term Loan Facility, with certain exceptions, and (2) a second-priority security interest in the collateral securing the asset-based loan facility ("ABL" or "ABL Facility"). ABL Facility.

ABL Facility

On August 4, 2022, the Company entered into a second amendment to the ABL Facility which, among other things, (a) increased the Company's revolving commitments to a total aggregate principal amount of \$800 million, (b) allows for the Company, under certain circumstances, to increase the size of the facility by an additional amount of up to \$200 million, and (c) extended the stated maturity date of the ABL Facility to August 4, 2027.

As of September 29, 2022 March 30, 2023, the Company's ABL Facility had a maximum availability of \$800.0 million with actual available borrowings limited to the sum, at the time of calculation, of (a) eligible credit card receivables multiplied by the credit card advance rate, plus (b) the cost of eligible inventory, net of inventory reserves, multiplied by the applicable appraisal percentage, plus (c) 85% of eligible net trade receivables, plus (d) all eligible cash on hand, plus (e) 100% of the amount for which the eligible letter of credit must be honored after giving effect to any draws, minus certain Availability Reserves (each component as defined in the ABL Facility). The ABL Facility is available for issuance of letters of credit and contains a sublimit of \$50.0 million for standby letters of credit and commercial letters of credit combined. Available borrowings under the facility are reduced by the face amount of outstanding letters of credit. The Company's ABL Facility allows for the Company, under certain circumstances, to increase the size of the facility by an additional amount up to \$200.0 million.

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

Net availability under the ABL Facility, as reduced by outstanding borrowings and fees of \$176.4 million \$106.5 million and letters of credit of \$29.5 million \$33.3 million, was \$594.1 million \$660.2 million based on financial data as of September 29, 2022 March 30, 2023.

Covenants

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

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

Fair Value of Debt

The estimated fair values and classifications within the fair value hierarchy of the Term Loan Facility and the ABL Facility were as follows as of March 30, 2023 and December 29, 2022:

in thousands	Fair Value Hierarchy		
	Classification	March 30, 2023	December 29, 2022
Term Loan Facility	Level 3	\$ 199,894	\$ 196,575
ABL Facility	Level 2	106,500	210,200
Total		<u>\$ 306,394</u>	<u>\$ 406,775</u>

The Term Loan Facility fair value is classified as Level 3 within the fair value hierarchy due to the use of unobservable inputs significant to the valuation, including indicative pricing from counterparties and discounted cash flow methods. The carrying amount of borrowings under the ABL Facility approximates fair value as the ABL Facility variable interest rates are based on prevailing market rates, which are a Level 2 input.

4. Income Taxes

Effective tax rates for the thirteen and thirty-nine weeks ended September 29, 2022 March 30, 2023 and September 30, 2021 March 31, 2022 were based on the Company's forecasted annualized effective tax rates and were adjusted for discrete items that occurred within each period. The Company's effective income tax rate was 22.8% 21.1% and 9.3% 23.6% for the thirteen weeks ended September 29, 2022 March 30, 2023 and September 30, 2021, respectively, and 22.7% and 14.9% for the thirty-nine weeks ended September 29, 2022 and September 30, 2021 March 31, 2022, respectively. For the thirteen and thirty-nine weeks ended September 29, 2022 March 30, 2023 and March 31, 2022, the effective income tax rate was higher than the statutory federal income tax rate of 21.0% primarily due to state income taxes and other permanent differences including meals and entertainment expenses that were partially offset by tax deductions in excess of book expense related to stock option exercises. For the thirteen and thirty-nine weeks ended September 30, 2021, the effective income tax rate was lower than the statutory federal income tax rate of 21.0% primarily due to the recognition of income tax benefits from tax deductions in excess of book expense related to stock option exercises and other discrete items.

On August 16, 2022, the U.S. enacted the Inflation Reduction Act of 2022, which, among other things, implements a 15% minimum tax on book income of certain large corporations, a 1% excise tax on net stock repurchases and several tax incentives to promote clean energy. Based on our current analysis of the provisions, we do not believe this legislation will have a material impact on our consolidated financial statements. stock-based compensation awards.

5. Commitments and Contingencies

Lease Commitments

The Company accounts for leases in accordance with ASC 842, *Leases*. The majority of the Company's long-term operating lease agreements are for its corporate office, retail locations, and distribution centers, and corporate office, which expire in various years through 2042-2048. Most of these agreements are retail leases wherein both the land and building are leased. For a small number of retail locations, leased, additionally, the Company has ground leases in which only the land is leased. The initial lease terms for the Company's retail locations, distribution centers, and corporate office retail, and distribution center facilities generally typically range from 10-20 years. The majority of the Company's retail and ground leases also include options to extend, which are factored into the recognition of their respective assets and liabilities when appropriate based on management's assessment of the probability that the options will be exercised.

When readily determinable, the rate implicit in the lease is used to discount lease payments to present value; however, substantially all of the Company's leases do not provide a readily determinable implicit rate. If the rate implicit in the lease is not readily determinable, the Company uses a third party to assist in the determination of a secured incremental borrowing rate, determined on a collateralized basis, to discount lease payments based on information available at lease commencement. The secured incremental borrowing rate is estimated based on yields obtained from Bloomberg for U.S. consumers with a BB- BB credit rating and is adjusted for collateralization as well as inflation. As of September 29, 2022, March 30, 2023 and September 30, 2021, March 31, 2022, the Company's weighted average discount rate was 5.3%, 5.5% and 5.2%, 5.1%, respectively. As of both September 29, 2022, March 30, 2023 and September 30, 2021, March 31, 2022, the Company's weighted average remaining lease term was approximately 12 years and 11 years, respectively.

Lease Costs

The table below presents components of lease expense for operating leases.

in thousands	in thousands	Classification	Thirteen Weeks Ended		Thirty-nine Weeks Ended		in thousands	Classification	Thirteen Weeks Ended	
			September 29, 2022	September 30, 2021	September 29, 2022	September 30, 2021			March 30, 2023	March 31, 2022
Fixed operating lease cost:	Fixed operating lease cost:	Selling and store operating	\$ 33,991	\$ 31,940	\$ 103,035	\$ 91,528	Fixed operating lease cost:	Selling and store operating	\$ 38,144	\$ 33,460
		Cost of sales	6,354	5,668	19,178	16,984		Cost of sales	6,258	6,501
		Pre-opening	2,558	3,272	7,542	7,927		Pre-opening	3,066	2,353
		General and administrative	1,136	1,029	3,407	3,088		General and administrative	1,072	1,141
Total fixed operating lease cost	Total fixed operating lease cost		\$ 44,039	\$ 41,909	\$ 133,162	\$ 119,527	Total fixed operating lease cost		\$ 48,540	\$ 43,455
Variable lease cost (1):	Variable lease cost (1):	Selling and store operating	\$ 13,524	\$ 10,605	\$ 38,450	\$ 30,356	Variable lease cost (1):	Selling and store operating	\$ 14,486	\$ 12,223
		Cost of sales	1,231	1,101	3,886	3,693		Cost of sales	1,119	1,419
		Pre-opening	114	13	354	83		Pre-opening	131	167
		General and administrative	194	78	598	(10)		General and administrative	303	226
Total variable lease cost	Total variable lease cost		\$ 15,063	\$ 11,797	\$ 43,288	\$ 34,122	Total variable lease cost		\$ 16,039	\$ 14,035
Sublease income	Sublease income	Cost of sales	(681)	(597)	(2,041)	(1,791)	Sublease income	Cost of sales	(679)	(680)
Total operating lease cost (2)	Total operating lease cost (2)		\$ 58,421	\$ 53,109	\$ 174,409	\$ 151,858	Total operating lease cost (2)		\$ 63,900	\$ 56,810

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

(2) Excludes short-term lease costs, which were immaterial for the thirty-nine thirteen weeks ended September 29, 2022, March 30, 2023 and September 30, 2021, March 31, 2022.

Undiscounted Cash Flows

Future minimum lease payments under non-cancelable operating leases (with initial or remaining lease terms in excess of one year) as of September 29, 2022 March 30, 2023 were as follows:

in thousands	in thousands	Amount	in thousands	Amount
Thirteen weeks ending December 29, 2022		\$ 32,202		
2023		183,545		
Thirty-nine weeks ending December 28, 2023			Thirty-nine weeks ending December 28, 2023	\$ 131,847
2024	2024	180,086	2024	196,087
2025	2025	167,940	2025	183,737
2026	2026	157,889	2026	172,602
2027			2027	165,262
Thereafter	Thereafter	1,039,871	Thereafter	1,093,035
Total minimum lease payments (1) (2)	Total minimum lease payments (1) (2)	1,761,533	Total minimum lease payments (1) (2)	1,942,570
Less: amount of lease payments representing interest	Less: amount of lease payments representing interest	476,862	Less: amount of lease payments representing interest	577,205
Present value of future minimum lease payments	Present value of future minimum lease payments	1,284,671	Present value of future minimum lease payments	1,365,365
Less: current obligations under leases	Less: current obligations under leases	107,258	Less: current obligations under leases	113,798
Long-term lease obligations	Long-term lease obligations	\$ 1,177,413	Long-term lease obligations	\$ 1,251,567

(1) Future lease payments exclude approximately \$237.4 million \$246.1 million of legally binding minimum lease payments for operating leases signed but not yet commenced.

(2) Operating lease payments include \$146.8 million \$201.3 million related to options to extend lease terms that are reasonably certain of being exercised.

For the thirty-nine thirteen weeks ended September 29, 2022 March 30, 2023 and September 30, 2021 March 31, 2022, cash paid for operating leases was \$131.3 million \$46.4 million and \$115.7 million \$43.0 million, respectively.

Litigation

On November 15, 2021, the Company was added as a defendant in a wrongful death lawsuit, Nguyen v. Inspections Now, Inc., No. 21-DCV-287142, pending in the 434th Judicial District Court of Fort Bend County, Texas. Inspections Now, Inc., Bestview International Company, and Jason Post Homes, LLC were Bestview (Fuzhou) Import & Export Co. LTD are also named as defendants in the case. On March 28, 2022, Plaintiff voluntarily dismissed her claims against Jason Post Homes without prejudice. Plaintiff's petition alleges that unspecified "wood paneling" allegedly purchased from the Company was installed in the vicinity of plaintiff's fireplace and caught fire while the fireplace was lit. The fire consumed plaintiff's home and resulted in injuries to plaintiff and another occupant and the death of plaintiff's three children and mother. Plaintiff alleges product defect and failure to warn claims against the Company; product defect, failure to warn, and strict liability claims against the Bestview entities; and negligent inspection claims against Inspections Now. Plaintiff's petition seeks damages in excess of \$1.0 million for property damage, personal injury, and wrongful death. The petition also seeks exemplary damages. On August 8, 2022, Plaintiff's ex-husband, filed a petition in intervention, intervening as a plaintiff brother, and the additional occupant have since intervened in the lawsuit. Intervenor alleges Intervenor's allege the same claims against the Company, Inspections Now, and seeks the Bestview entities and collectively seek damages in excess of \$10.0 \$11.0 million for property damage, personal injury (as to the other occupant), wrongful death, and exemplary damages. The Company has responded to Plaintiff's and Intervenor's answered all petitions, denying the allegations, and is seeking dismissal of the case is lawsuit in favor of a first-filed lawsuit against other defendants (but arising from the same fire) pending in Harris County, Texas. The trial court denied the Company's motion seeking dismissal on February 23, 2023. On March 27, 2023, the Company filed a petition seeking mandamus relief from that ruling in the early stages Court of discovery. Appeals for the First Judicial District of Texas, No. 01-23-00225-cv. The petition for mandamus relief remains pending.

On June 18, 2020, an alleged stockholder filed a putative derivative complaint, Lincolnshire Police Pension Fund v. Taylor, et al., No. 2020-0487-JTL, in the Delaware Court of Chancery, purportedly on behalf of the Company against certain of the Company's officers, directors, and stockholders. An amended complaint was filed on September 14, 2022. The Company along with the other defendants filed a motion to dismiss on October 31, 2022. The plaintiffs then filed a second amended complaint on December 22, 2022. On February 6, 2023, the Company, along with the other defendants, filed a motion to dismiss the operative complaint. The complaint alleges breaches of fiduciary duties and unjust enrichment. The factual allegations underlying these claims are similar to the factual allegations made in the previously dismissed *In re Floor & Decor Holdings, Inc. Securities Litigation*, as described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020. The complaint seeks unspecified damages and restitution for the Company from the individual defendants and the payment of costs and attorneys' fees. On October 31, 2022, the Company, along with the other defendants, filed a motion to dismiss the operative complaint.

The Company maintains insurance that may cover any liability arising out of the above-referenced litigation up to the policy limits and subject to meeting certain deductibles and to other terms and conditions thereof. Estimating an amount or range of possible losses resulting from litigation proceedings is inherently difficult, particularly where the matters involve indeterminate claims for monetary damages and are in the stages of the proceedings where key factual and legal issues have not been resolved. For these reasons, the Company is currently unable to predict the ultimate timing or outcome of or reasonably estimate the possible losses or a range of possible losses resulting from the above-referenced litigation.

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

6. Stock-based Compensation

The Company accounts for stock-based compensation in accordance with ASC 718, *Compensation-Stock Compensation* ("ASC 718"). In accordance with ASC 718, the Company measures compensation cost for all stock-based awards at fair value on the date of grant and recognizes compensation expense, net of forfeitures, using the straight-line method over the requisite service period of awards expected to vest, which for each of the awards is the service vesting period.

The table below presents components of stock-based compensation expense within the Company's Condensed Consolidated Statements of Operations and Comprehensive Income:

in thousands	in thousands	Thirty-nine Weeks Ended		in thousands	Thirteen Weeks Ended	
		September 29, 2022	September 30, 2021		March 30, 2023	March 31, 2022
General and administrative	General and administrative	\$ 16,911	\$ 15,335	General and administrative	\$ 6,367	\$ 5,980
Selling and store operating	Selling and store operating	318	—	Selling and store operating	374	—
Total stock-based compensation expense	Total stock-based compensation expense	\$ 17,229	\$ 15,335	Total stock-based compensation expense	\$ 6,741	\$ 5,980

Stock Options

The table below summarizes stock option activity for the thirty-nine thirteen weeks ended September 29, 2022 March 30, 2023.

	Options	Weighted Average	
		Exercise Price	
Outstanding at December 31, 2021	2,503,654	\$	26.81
Exercised	(321,756)		22.07
Forfeited or expired	(45,215)		51.72
Outstanding at September 29, 2022	2,136,683	\$	27.00
Vested and exercisable at September 29, 2022	1,761,333	\$	22.04

	Options	Weighted Average	
		Exercise Price	
Outstanding at December 30, 2022	2,101,559	\$	27.10
Exercised	(79,452)		26.81
Forfeited or expired	(231)		47.12
Outstanding at March 30, 2023	2,021,876	\$	27.11
Vested and exercisable at March 30, 2023	1,900,479	\$	24.74

Restricted Stock Units

During the thirty-nine weeks ended September 29, 2022, the Company granted service-based periodically grants restricted stock units ("RSUs") to certain employees, executive officers, and non-employee directors and performance-based restricted stock units ("PSUs") to certain executive officers that represent an unfunded, unsecured right to receive a share of the Company's Class A common stock upon vesting. During the thirteen weeks ended March 30, 2023, the Company granted RSUs granted during the period have an aggregate grant-date fair value to certain employees, officers, and non-employee directors, comprised of \$23.1 million service-based RSUs, performance-based RSUs, and total shareholder return ("TSR") awards. Service-based RSUs vest in three ratable annual installments based on each of the first three anniversaries of the grant date, subject to the grantee's continued service through the applicable vesting date. The PSUs granted during the period have an aggregate grant-date fair value of \$3.5 million and performance-based RSUs cliff vest after based on (i) the Company's achievement of predetermined financial metrics at the end of a three-year performance period based on the achievement of specific targets for adjusted EBIT (earnings before interest and taxes) growth and return on invested capital, subject to (ii) the grantee's continued service through the applicable vesting date. Based Depending on the performance-based RSU grant and the extent to which the relevant performance goals are achieved, vested the number of common shares earned upon vesting may range from either 0% to 150% or 0% to 200% of the award granted. The TSR awards cliff vest based on (i) the Company's relative TSR compared to a specified peer group and (ii) the grantee's continued service through the vesting date. The number of common shares earned upon vesting of the TSR awards may range from 0% to 200% 150% of the TSR awards granted with no vesting above the target award awards amount and if the Company's three-year absolute TSR is negative. The Company assesses the probability of achieving these all performance goals on a quarterly basis. The service periods for RSUs granted during the period varies by grantee and ranges between approximately two to four years from the grant date.

The following table summarizes restricted stock unit activity during the thirteen weeks ended March 30, 2023:

	Restricted Stock Units			
	Service-based	Performance-based	Total shareholder return	Total Restricted Stock Units
Unvested at December 30, 2022	408,829	36,117	—	444,946
Granted	350,518	188,543	58,854	597,915
Vested	(116,594)	—	—	(116,594)
Forfeited	(3,175)	—	—	(3,175)
Unvested at March 30, 2023	639,578	224,660	58,854	923,092

The aggregate fair values of the service-based and performance-based value for all restricted stock units were determined granted during the thirteen weeks ended March 30, 2023 was \$54.8 million. The grant-date fair value of service-based RSUs and performance-based RSUs is based on the closing market price of the Company's Class A common stock on the date of grant.

The grant-date fair value of TSR awards is estimated using a Monte Carlo valuation method, which included the following table summarizes restricted stock unit activity assumptions for TSR awards granted during the thirty-nine weeks ended September 29, 2022; period:

	Restricted Stock Units		
	Service-based	Performance-based	Total Restricted Stock Units
Unvested at December 31, 2021	214,778	—	214,778
Granted	255,578	36,566	292,144
Vested	(54,153)	—	(54,153)
Forfeited	(21,495)	—	(21,495)
Unvested at September 29, 2022	394,708	36,566	431,274

	Thirteen Weeks Ended March 30, 2023
Expected term (in years)	2.8
Risk-free interest rate	4.5 %
Expected volatility	49.5 %
Dividend yield	— %

Restricted Stock Awards

The following table summarizes restricted stock award activity during the thirty-nine thirteen weeks ended September 29, 2022 March 30, 2023:

	Restricted Stock Awards			
	Service-based	Performance-based	Total Stock Return (TSR)	Total Restricted Stock Awards
Unvested at December 31, 2021	144,725	160,315	104,456	409,496
Vested	(24,656)	—	—	(24,656)
Forfeited	(16,195)	(25,997)	(16,939)	(59,131)
Unvested at September 29, 2022	103,874	134,318	87,517	325,709

	Restricted Stock Awards			
	Service-based	Performance-based (1)	Total shareholder return (1)	Total Restricted Stock Awards
Unvested at December 30, 2022	103,326	134,318	87,517	325,161
Vested	(50,178)	(86,656)	(56,461)	(193,295)
Unvested at March 30, 2023	53,148	47,662	31,056	131,866

(1) The performance-based and total shareholder return restricted stock awards that vested during the period were issued at 100% of target based on achievement of the predetermined performance and total shareholder return criteria as specified in the underlying grant agreements.

7. Earnings Per Share

Net Income per Common Share

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

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

		Thirteen Weeks Ended		Thirty-nine Weeks Ended			Thirteen Weeks Ended	
		September 29, 2022	September 30, 2021	September 29, 2022	September 30, 2021		March 30, 2023	March 31, 2022
in thousands, except per share data	in thousands, except per share data					in thousands, except per share data		
Net income	Net income	\$ 76,175	\$ 74,645	\$ 228,958	\$ 233,357	Net income	\$ 71,524	\$ 70,951
Basic weighted average shares outstanding	Basic weighted average shares outstanding	105,754	104,899	105,565	104,506	Basic weighted average shares outstanding	105,962	105,398
Dilutive effect of share-based awards	Dilutive effect of share-based awards	1,716	2,587	1,879	2,795	Dilutive effect of share-based awards	1,756	2,141
Diluted weighted average shares outstanding	Diluted weighted average shares outstanding	107,470	107,486	107,444	107,301	Diluted weighted average shares outstanding	107,718	107,539
Basic earnings per share	Basic earnings per share	\$ 0.72	\$ 0.71	\$ 2.17	\$ 2.23	Basic earnings per share	\$ 0.67	\$ 0.67
Diluted earnings per share	Diluted earnings per share	\$ 0.71	\$ 0.69	\$ 2.13	\$ 2.17	Diluted earnings per share	\$ 0.66	\$ 0.66

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

		Thirteen Weeks Ended		Thirty-nine Weeks Ended			Thirteen Weeks Ended	
		September 29, 2022	September 30, 2021	September 29, 2022	September 30, 2021		March 30, 2023	March 31, 2022
in thousands	in thousands					in thousands		
Stock options	Stock options	71	66	70	66	Stock options	62	70
Restricted stock	Restricted stock	12	—	—	—	Restricted stock	—	—
Restricted stock units	Restricted stock units	301	—	229	—	Restricted stock units	291	212

8. Fair Value Measurements

As of September 29, 2022, March 30, 2023 and December 30, 2021, December 29, 2022, the Company had certain financial assets and liabilities on its Condensed Consolidated Balance Sheets that were required to be measured at fair value on a recurring or non-recurring basis. The estimated fair values of financial assets and liabilities such as cash and cash equivalents, receivables, prepaid expenses and other current assets, other assets, accounts payable, and accrued expenses and other current liabilities approximate their respective carrying values as reported within the Condensed Consolidated Balance Sheets. See Note 3, "Debt" for discussion of the fair value of the Company's debt.

Contingent Earn-out Liabilities

As of September 29, 2022, March 30, 2023, the contingent earn-out liabilities primarily related to the Spartan Surfaces, Inc. acquisition that was completed during the second quarter of fiscal 2021, had an aggregate estimated fair value of \$9.5 \$7.2 million (classified as level 3 within the fair value hierarchy), of which \$4.3 \$2.8 million is included in other liabilities and \$5.2 \$4.4 million is included in accrued expenses and other current liabilities within the Condensed Consolidated Balance Sheets. The table below summarizes changes in contingent earn-out liabilities during the thirty-nine thirteen weeks ended September 29, 2022, March 30, 2023.

		Contingent Earn-out Liabilities	
in thousands			
Balance at	December 30, 2021	December 29, 2022	
		\$	10,231 11,019
		280	
Fair value adjustments			1,530 1,434
Payments			(2,571) (5,241)
Balance at	September 29, 2022	March 30, 2023	
		\$	9,470 7,212

(1) During the thirty-nine weeks ended September 29, 2022, the Company acquired two small commercial flooring sales distributors and their customer lists for total consideration of \$1.3 million, including \$1.1 million of cash and \$0.3 million of contingent earn-out consideration. The acquisitions were accounted for in accordance with ASC 805, Business Combinations. The fair values of the customer lists and contingent earn-out consideration related to these acquisitions were immaterial.

The \$1.5 million \$1.4 million net increase in the fair value of contingent earn-out liabilities during the thirty-nine thirteen weeks ended September 29, 2022, March 30, 2023 was recognized in general and administrative expense within the Condensed Consolidated Statements of Operations and Comprehensive Income.

Interest Rate Cap Contracts

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

The Company has outstanding interest rate cap contracts that are designated as cash flow hedges. The effective portion of the gain or loss on effective cash flow hedges is reported as a component of Accumulated Other Comprehensive Income ("AOCI") and reclassified into earnings in the same period in which the hedged transaction affects earnings. The effective portion of the derivative represents the change in fair value of the hedge that offsets the change in fair value of the hedged item. To the extent the change in the fair value of the hedge does not perfectly offset the change in the fair value of the hedged item, the ineffective portion of the hedge is immediately recognized in earnings.

The Company's outstanding interest rate cap contracts were valued primarily using level 2 inputs based on data readily observable in public markets. The Company's interest rate cap contracts were negotiated with counterparties without going through a public exchange. Accordingly, the Company's fair value assessments for these derivative contracts gave consideration to the risk of counterparty default (as well as the Company's own credit risk). As of September 29, 2022, March 30, 2023 and December 30, 2021, December 29, 2022, the total fair value of the Company's interest rate cap contracts was approximately \$5.8 million \$4.7 million and \$0.5 million \$5.9 million, respectively, which are presented as a component of accumulated other comprehensive income AOCI within stockholders' equity on the Condensed Consolidated Balance Sheets net of tax of \$1.1 million and \$1.4 million, respectively. During the thirteen weeks ended March 30, 2023, the Company reclassified \$1.1 million of interest income from AOCI into earnings related to the interest rate cap contracts. No interest income was reclassified from AOCI into earnings during the thirteen weeks ended March 31, 2022.

9. Supply Chain Finance

The Company facilitates supply chain finance programs through financial intermediaries, which provide certain suppliers the option to be paid by the financial intermediaries earlier than the due date on the applicable invoice. When a supplier utilizes one of the supply chain finance programs and less than \$0.1 receives an early payment from a financial intermediary, it takes a discount on the invoice. The Company then pays the financial intermediary the invoice on the original due date. The Company does not reimburse suppliers for any costs they incur for participation in the program. Supplier participation is voluntary, and there are no assets pledged as security or other forms of guarantees provided for the committed payment to the financial intermediaries. As a result, all amounts owed to the financial intermediaries are presented as trade accounts payable in the Condensed Consolidated Balance Sheets. Amounts due to the financial intermediaries reflected in trade accounts payable at March 30, 2023 and December 29, 2022 were \$104.1 million and \$82.5 million, respectively.

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

The following discussion and analysis of the financial condition and results of our operations should be read together with the financial statements and related notes of Floor & Decor Holdings, Inc. and Subsidiaries included in Item 1 of this quarterly report on Form 10-Q (this "Quarterly Report") and with our audited financial statements and the related notes included in our Annual Report on Form 10-K for the fiscal year ended December 30, 2021, December 29, 2022 and filed with the Securities and Exchange Commission (the "SEC") on February

24, 2022 February 23, 2023 (the "Annual Report"). As used in this Quarterly Report, except where the context otherwise requires or where otherwise indicated, the terms "Floor & Decor," "Company," "we," "our" "our," or "us" refer to Floor & Decor Holdings, Inc. and its subsidiaries.

Forward-Looking Statements

The discussion in this Quarterly Report, including under this Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of Part I and Item 1A, "Risk Factors" of Part II, contains forward-looking statements within the meaning of the federal securities laws. All statements other than statements of historical fact contained in this Quarterly Report, including statements regarding the Company's future operating results and financial position, expectations related to our acquisition of Spartan Surfaces, Inc. ("Spartan"), business strategy and plans, objectives of management for future operations, and the impact of the coronavirus (COVID-19) pandemic, are forward-looking statements. These statements are based on our current expectations, assumptions, estimates and projections. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements are based on management's current expectations and assumptions regarding the Company's business, the economy and other future conditions, including the impact of natural disasters on sales. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expects," "plans," "anticipates," "could," "seeks," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "budget," "potential" or "continue" or the negative of these terms or other similar expressions.

The forward-looking statements contained in this Quarterly Report are only predictions. Although we believe that the expectations reflected in the forward-looking statements in this Quarterly Report are reasonable, we cannot guarantee future events, results, performance or achievements. A number of important factors could cause actual results to differ materially from those indicated by the forward-looking statements in this Quarterly Report, including, without limitation, those factors described in this Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of Part I and Item 1A, "Risk Factors" of Part II. Some of the key factors that could cause actual results to differ from our expectations include the following:

- an overall decline in the health of the economy, the hard surface flooring industry, consumer confidence and spending and the housing market, including as a result of rising inflation or interest rates or the COVID-19 pandemic;
- an economic recession or depression;
- global inflationary pressures on raw materials, energy, commodity, transportation, and other costs could cause our vendors to seek further price increases on the products we sell;
- any disruption in our supply chain, including carrier capacity constraints, port congestion, higher shipping, rail, and trucking prices and other supply chain costs or product shortages;
- our failure to successfully anticipate consumer preferences and demand;
- our inability to pass along cost increases at rates consumers are willing to pay, or reduced demand due to pricing increases;
- our inability to manage our growth;
- our inability to manage costs and risks relating to new store openings;
- our inability to find available locations for our stores on terms acceptable to us;
- any disruption in our distribution capabilities, including from difficulties operating our distribution centers;
- our failure to execute our business strategy effectively and deliver value to our customers;
- our inability to find, train and retain key personnel;
- the resignation, incapacitation or death of any key personnel;
- the inability to staff our stores and distribution centers sufficiently, including for reasons due to the COVID-19 pandemic and other impacts of the COVID-19 pandemic;
- a pandemic, such as COVID-19, or other natural disaster or unexpected event, and its impacts on our suppliers, customers, employees, lenders, operations, including our ability to operate our distribution centers and stores or on the credit markets or our future financial and operating results;
- our dependence on foreign imports for the products we sell, which may include the impact of tariffs and other duties;
- geopolitical risks, such as the recent military conflict in Ukraine, that impact our ability to import from foreign suppliers or raise our costs;
- if the use of "cookie" tracking technologies is further restricted, the amount of internet user information we collect would decrease, which could require additional marketing efforts and harm our business and operating results;
- violations of laws and regulations applicable to us or our suppliers;
- our failure to adequately protect against security breaches involving our information technology systems and customer information;
- suppliers may sell similar or identical products to our competitors;
- competition from other stores and internet-based competition;
- impact of acquired companies, including Spartan;
- our inability to manage our inventory obsolescence, shrinkage and damage;

- our inability to maintain sufficient levels of cash flow or liquidity to meet growth expectations;
- our inability to obtain merchandise on a timely basis at prices acceptable to us; and
- restrictions imposed by our indebtedness on our current and future operations.

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

Overview

Founded in 2000, Floor & Decor is a high-growth, differentiated, multi-channel specialty retailer and commercial distributor of hard surface flooring and related accessories with 178 194 warehouse-format stores and five small-format standalone design studios across 35 36 states as of September 29, 2022 March 30, 2023. We believe that we offer the industry's broadest in-stock assortment of tile, wood, laminate, vinyl, and natural stone flooring along with decorative and installation accessories and adjacent categories at everyday low prices, positioning us as the one-stop destination for our customers' entire hard surface flooring needs. We appeal to a variety of customers, including professional installers and commercial businesses ("Pro"), Do do it Yourself yourself customers ("DIY"), and buy it yourself customers who buy the products for professional installation ("Buy it Yourself" or "BIY" BIY").

We operate on a 52- or 53-week fiscal year ending the Thursday on or preceding December 31. The following discussion contains references to the first thirty-nine thirteen weeks of fiscal 2022 2023 and fiscal 2021, 2022, which ended on September 29, 2022 March 30, 2023 and September 30, 2021 March 31, 2022, respectively.

During the thirty-nine thirteen weeks ended September 29, 2022 March 30, 2023, we continued to make long-term key strategic investments, including:

- completing the relocation of our previous distribution center near Houston, Texas to a larger distribution center in the Houston area;
- opening 19 three new warehouse-format stores, and three design studios and closing one warehouse-format store, ending the quarter with 178 194 warehouse-format stores and five design studios;
- focusing on innovative new products and localized assortments, supported by inspirational in-store and online visual merchandising solutions;
- investing in our Pro, connected customer, in-store designer, and customer relationship, and store focused technology;
- adding more resources dedicated to serving our Pro customers, including hiring a professional external sales staff to drive more commercial sales; and
- investing capital to continue enhancing the in-store shopping experience for our customers.

COVID-19 Update

As the COVID-19 pandemic continues into fiscal 2022, we remain focused on five priorities while navigating through this period of volatility and uncertainty:

- First, protect the health and safety of our employees and customers through enhanced safety and sanitation measures at our stores, distribution centers, and store support center.
- Second, keep our brand strong and support all of our customers, including the numerous small businesses that rely upon us such as general contractors and flooring installers.
- Third, invest in store and distribution center staffing to support the heightened demand.
- Fourth, work with all of our supply chain partners to increase our in-stock inventory positions.
- Fifth, position Floor & Decor to emerge strong from this event.

We are working hard to continue monitoring and quickly responding to the ongoing impacts of the COVID-19 pandemic, including communicating often throughout the organization and adapting our operations to follow evolving federal, state, and local ordinances as well as health guidelines on mitigating the risk of COVID-19 transmission. We have teams in place monitoring this evolving situation and recommending risk mitigation actions, and we are encouraging social distancing practices.

We have also assessed and continue to implement supply chain continuity plans. While sales have remained strong as we continue to maintain a broad assortment of in-stock inventory, labor shortages and supply chain congestion and disruptions continue to cause logistical challenges for us and the entire hard surface flooring industry. In addition, we have seen significant cost increases, primarily in our supply chain, due to the global supply chain congestion and disruptions which we believe we can at least partially pass along to customers. In particular, there continues to be significant congestion at ports of entry to the United States, primarily at the ports of Los Angeles, Houston, and Savannah, which is increasing the time and cost to ship goods to our distribution centers and stores and has resulted in a decrease in our in-stock levels for certain products. We remain focused on providing exceptional value to our customers through our broad assortment and "everyday low price" strategy. We believe that our strong relationships with our suppliers and transportation partners have been instrumental in helping us to navigate this difficult supply chain environment; however, the potential significance and duration of these supply chain disruptions is uncertain, and future capacity shortages or cost increases could have an adverse impact upon our business.

There remains substantial uncertainty regarding the potential duration and severity of the COVID-19 pandemic, including how public health restrictions imposed to slow the spread of the virus may evolve. There may also be future "waves" or new variants of COVID-19 infections despite vaccines and other measures implemented to mitigate its spread. Although our stores are currently open to the public, we may face future closure requirements and other operational restrictions at some or all of our physical locations for

prolonged periods of time if federal, state, and local authorities impose new and potentially more stringent restrictions such as shelter-in-place orders. We also may face store closures due to staffing challenges, including if store and distribution center associates are in quarantine due to the COVID-19 pandemic. In addition, changes in consumer behavior due to financial, health, or other concerns may continue even after the COVID-19 pandemic and may reduce consumer demand for our products. Further, some of the countries from which we source inventory and other necessary supplies are not vaccinating their populations as quickly or effectively as the U.S., which could further constrain our ability to obtain inventory and other necessary supplies. As a result of these and other uncertainties, the full financial impact of the pandemic cannot be reasonably estimated at this time.

Key Performance Indicators

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

Other key financial terms we use include net sales, selling and store operating expenses, general and administrative expenses, and pre-opening expenses. For definitions and a discussion of how we use other key financial terms, see the “Other Key Financial Definitions” section of “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report.

Results of Operations

See “Management’s Discussion and Analysis of Financial Condition and Results of Operations - COVID-19 Update” and Item 1A, “Risk Factors” for information about the potential impacts that the COVID-19 pandemic and other risks, such as global supply chain disruptions, inflation, and geopolitical instability, including from the military conflict in Ukraine, and COVID-19, among others, may have on our results of operations and overall financial performance for future periods.

The following table summarizes key components of our results of operations for the periods indicated in dollars and as a percentage of net sales (actuals in thousands; dollar changes in millions; certain (certain) numbers may not sum due to rounding):

	Thirteen Weeks Ended					
	September 29, 2022		September 30, 2021		\$	%
	Actual	% of Sales	Actual	% of Sales		
Net sales	\$ 1,097,824	100.0 %	\$ 876,553	100.0 %	\$ 221.3	25.2 %
Cost of sales	650,349	59.2	511,245	58.3	139.1	27.2
Gross profit	447,475	40.8	365,308	41.7	82.2	22.5
Operating expenses:						
Selling and store operating	280,735	25.6	218,690	24.9	62.0	28.4
General and administrative	54,697	5.0	52,488	6.0	2.2	4.2
Pre-opening	10,386	0.9	10,733	1.2	(0.3)	(3.2)
Total operating expenses	345,818	31.5	281,911	32.2	63.9	22.7
Operating income	101,657	9.3	83,397	9.5	18.3	21.9
Interest expense, net	3,032	0.3	1,124	0.1	1.9	169.8
Income before income taxes	98,625	9.0	82,273	9.4	16.4	19.9
Provision for income taxes	22,450	2.0	7,628	0.9	14.8	194.3
Net income	\$ 76,175	6.9 %	\$ 74,645	8.5 %	\$ 1.5	2.0 %

	Thirty-nine Weeks Ended	
	September 29, 2022	September 30, 2021

	Actual		Actual		\$	%
		% of Sales		% of Sales	Increase/(Decrease)	Increase/(Decrease)
Net sales	\$ 3,216,404	100.0 %	\$ 2,519,198	100.0 %	\$ 697.2	27.7 %
Cost of sales	1,924,589	59.8	1,451,519	57.6	473.1	32.6
Gross profit	1,291,815	40.2	1,067,679	42.4	224.1	21.0
Operating expenses:						
Selling and store operating	798,437	24.8	613,708	24.4	184.7	30.1
General and administrative	162,449	5.1	149,348	5.9	13.1	8.8
Pre-opening	28,890	0.9	26,720	1.1	2.2	8.1
Total operating expenses	989,776	30.8	789,776	31.4	200.0	25.3
Operating income	302,039	9.4	277,903	11.0	24.1	8.7
Interest expense, net	5,866	0.2	3,805	0.2	2.1	54.2
Income before income taxes	296,173	9.2	274,098	10.9	22.1	8.1
Provision for income taxes	67,215	2.1	40,741	1.6	26.5	65.0
Net income	\$ 228,958	7.1 %	\$ 233,357	9.3 %	\$ (4.4)	(1.9) %

	Thirteen Weeks Ended					
	March 30, 2023		March 31, 2022		Increase (Decrease)	
	Amount	% of Net Sales	Amount	% of Net Sales	\$	%
<i>dollars in thousands</i>						
Net sales	\$ 1,122,052	100.0 %	\$ 1,028,734	100.0 %	\$ 93.3	9.1 %
Cost of sales	652,934	58.2	620,676	60.3	32.3	5.2 %
Gross profit	469,118	41.8	408,058	39.7	61.1	15.0 %
Operating expenses:						
Selling and store operating	303,671	27.1	249,500	24.3	54.2	21.7 %
General and administrative	61,911	5.5	54,645	5.3	7.3	13.3 %
Pre-opening	8,020	0.7	9,941	1.0	(1.9)	(19.3) %
Total operating expenses	373,602	33.3	314,086	30.5	59.5	18.9 %
Operating income	95,516	8.5	93,972	9.1	1.5	1.6 %
Interest expense, net	4,862	0.4	1,162	0.1	3.7	318.4 %
Income before income taxes	90,654	8.1	92,810	9.0	(2.2)	(2.3) %
Income tax expense	19,130	1.7	21,859	2.1	(2.7)	(12.5) %
Net income	\$ 71,524	6.4 %	\$ 70,951	6.9 %	\$ 0.6	0.8 %

Selected Financial Information

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	September 29, 2022	September 30, 2021	September 29, 2022	September 30, 2021
Comparable store sales (% change)	11.6 %	10.9 %	11.6 %	33.1 %
Comparable average ticket (% change)	19.5 %	8.3 %	18.0 %	4.7 %
Comparable customer transactions (% change)	(6.7) %	2.4 %	(5.4) %	27.1 %
Number of warehouse-format stores	178	153	178	153
Adjusted EBITDA (in thousands) (1)	\$ 147,909	\$ 120,242	\$ 433,983	\$ 384,341
Adjusted EBITDA margin	13.5 %	13.7 %	13.5 %	15.3 %

	Thirteen Weeks Ended	
	March 30, 2023	March 31, 2022
Comparable store sales	(3.3) %	14.3 %
Comparable average ticket	7.3 %	16.7 %
Comparable customer transactions	(9.9) %	(2.1) %
Number of warehouse-format stores	194	166

Adjusted EBITDA (in thousands) (1)	\$	149,617	\$	135,777
Adjusted EBITDA (% of net sales)		13.3 %		13.2 %

(1) EBITDA and Adjusted EBITDA are non-GAAP financial measures. See the "Non-GAAP Financial Measures" section below for additional information and a reconciliation of EBITDA and Adjusted EBITDA to net income.

Net Sales

Net sales during the thirteen weeks ended September 29, 2022 March 30, 2023 increased \$221.3 \$93.3 million, or 25.2% 9.1%, compared to the corresponding prior year period primarily due to an increase sales from the net 28 new warehouse-format stores that we opened since March 31, 2022, partially offset by a decrease in comparable store sales of 11.6% and sales from the net 25 new warehouse-format stores and three new design studios that we opened since September 30, 2021 3.3%. The comparable store sales increase decrease during the period of 11.6% 3.3%, or \$97.6 \$32.5 million, was driven by a 19.5% 9.9% decrease in comparable customer transactions, partially offset by a 7.3% increase in comparable average ticket, partially offset by a 6.7% decrease in comparable customer transactions. Among our seven product categories, five experienced comparable ticket. Non-comparable store sales increases during the period including laminate / luxury vinyl plank, tile, decorative accessories / wall tile, installation materials and tools, and adjacent categories. Non-comparable store sales were \$123.7 \$125.8 million during the same period driven by new stores opened after September 30, 2021 and revenue from our Spartan subsidiary, which was acquired in the second quarter of fiscal 2021.

Net sales during the thirty-nine weeks ended September 29, 2022 increased \$697.2 million, or 27.7%, compared the corresponding prior year period due to an increase in comparable store sales of 11.6% and sales from the net 25 new warehouse-format stores and three new design studios that we opened since September 30, 2021. The comparable store sales increase during the period of 11.6%, or \$296.4 million, was driven by an 18.0% increase in comparable average ticket, partially offset by a 5.4% decrease in comparable customer transactions. Among our seven product categories, five experienced comparable store sales increases during the period, including laminate / luxury vinyl plank, tile, decorative accessories / wall tile, installation materials and tools, and adjacent categories. Non-comparable store sales were \$400.8 million during the same period driven by new stores opened after September 30, 2021 March 31, 2022 and revenue from our Spartan subsidiary.

We believe the decrease in comparable customer transactions for the three and nine months thirteen weeks ended September 29, 2022 is partly March 30, 2023 was primarily driven by an unfavorable comparison to our strong fiscal 2021 results, macroeconomic demand slowing declines in fiscal 2022 as interest and mortgage rates increase and existing home sales, have declined every month this year compared to the same month last year, higher borrowing costs for consumers, and a shift in consumer spending toward travel and services. inflation. We have more than partially offset the decrease in comparable customer transactions with a higher average ticket due to focusing on driving higher sales through our ecommerce, pro, and design initiatives, which all carry a ticket. The higher average ticket as well as raising our is primarily due to retail prices due price increases to offset higher supply chain and product costs. We also believe that our business model, with its focus on substantial amounts of trend-right, in-stock inventory, is also contributing costs compared to the same period last year. In addition, our average ticket continues to benefit from a higher penetration of sales increase, through our ecommerce, Pro, and design initiatives.

Gross Profit and Gross Margin

Gross profit during the thirteen weeks ended September 29, 2022 March 30, 2023 increased \$82.2 \$61.1 million, or 22.5% 15.0%, compared to the corresponding prior year period. thirteen weeks ended March 31, 2022. The increase in gross profit was driven by the 25.2% 9.1% increase in net sales partially offset by a decline and an increase in gross margin to 40.8% 41.8%, down up approximately 90 210 basis points from 41.7% 39.7% in the same period a year ago primarily due to retail price increases taken to offset higher supply chain and product costs.

Gross profit during the thirty-nine weeks ended September 29, 2022 increased \$224.1 million, or 21.0%, compared to the corresponding prior year period. The increase in gross profit was driven by the 27.7% increase in net sales, partially offset by a decline in gross margin to 40.2%, down approximately 220 basis points from 42.4% in the same period a year ago due to higher supply chain costs.

Selling and Store Operating Expenses

Selling and store operating expenses during the thirteen weeks ended September 29, 2022 March 30, 2023 increased \$62.0 million \$54.2 million, or 28.4% 21.7%, compared to the thirteen weeks ended September 30, 2021. The increase was primarily attributable to the new stores that opened since September 30, 2021 as well as additional staffing to satisfy sales growth. As a percentage of net sales, selling and store operating expenses increased approximately 70 basis points to 25.6% from 24.9% in the corresponding prior year period due to new stores. The increase in selling and store operating expenses as a percentage of net sales during the thirteen weeks ended September 29, 2022 was primarily driven by higher transaction processing fees, depreciation expense, and wage rates, partially offset by leverage of our rent costs on higher net sales. Comparable store selling and store operating expenses as a percentage of comparable store sales decreased by approximately 10 basis points compared with the prior year quarter primarily driven by leverage of our rent costs on higher net sales, partially offset by higher transaction processing, advertising, and depreciation expenses.

Selling and store operating expenses during the thirty-nine weeks ended September 29, 2022 increased \$184.7 million, or 30.1%, compared to the thirty-nine weeks ended September 30, 2021. The increase was primarily attributable to the new stores that opened since September 30, 2021 March 31, 2022. As a percentage of net sales, selling and store operating expenses increased approximately 40 280 basis points to 24.8% 27.1% from 24.4% 24.3% in the corresponding prior year period due to new stores. The increase in selling and store operating expenses as a percentage of net sales period. These increases during the thirty-nine thirteen weeks ended September 29, 2022 was March 30, 2023 were primarily driven by increased staffing and wages attributable to support sales growth in new stores, wage increases, higher depreciation expense, and higher transaction processing fees, partially offset by leverage of our rent costs on higher net sales. Comparable store selling and store operating expenses as a percentage of comparable store sales

decreased by approximately 30 basis points compared to the prior year period primarily driven by leverage of our rent costs on higher net sales, partially offset by increased staffing and wages to support sales growth, higher credit card transaction processing fees, and higher depreciation expense. leverage in occupancy and other fixed costs resulting from lower comparable store sales.

General and Administrative Expenses

General and administrative expenses increased \$2.2 million, or 4.2%, during the thirteen weeks ended September 29, 2022 March 30, 2023 increased \$7.3 million, or 13.3%, compared to the corresponding prior year period thirteen weeks ended March 31, 2022 due to costs to support store growth, including increased store support staff, higher depreciation related to technology and other store support center investments, and operating expenses related to our Spartan subsidiary. General and administrative expenses as a percentage of net sales decreased increased approximately 100 20 basis points to 5.0% 5.5% from 6.0% 5.3% in the prior year quarter.

General and administrative expenses increased \$13.1 million, or 8.8%, during the thirty-nine weeks ended September 29, 2022 compared to the corresponding prior year period quarter primarily due to costs to support leverage from lower comparable store growth, including increased store support staff, higher depreciation related to technology and other store support center investments, and operating expenses related to our Spartan subsidiary. General and administrative expenses as a percentage of net sales decreased approximately 80 basis points to 5.1% from 5.9% in the corresponding prior year period.

The decreases in general and administrative expenses as a percentage of net sales during the thirteen and thirty-nine weeks ended September 29, 2022 were primarily driven by lower accruals for employee incentive compensation and sales growing faster than increases in store support staffing, occupancy, and other general operating costs. sales.

Pre-Opening Expenses

Pre-opening expenses decreased \$0.3 million \$1.9 million, or 3.2% 19.3%, during the thirteen weeks ended September 29, 2022 March 30, 2023 compared to the corresponding prior year period. The decrease in pre-opening expenses primarily resulted from opening fewer stores during the thirteen weeks ended September 29, 2022 was primarily driven by the timing of new store openings compared to the same quarter a year ago.

Pre-opening expenses during the thirty-nine weeks ended September 29, 2022 increased \$2.2 million, or 8.1%, March 30, 2023 compared to the corresponding prior year period. The increase in pre-opening expenses during the thirty-nine weeks ended September 29, 2022 was primarily the result of an increase in the number of stores that we either opened or were preparing for opening compared to the thirty-nine weeks ended September 30, 2021.

Interest Expense

Net interest expense during the thirteen weeks ended September 29, 2022 March 30, 2023 increased \$1.9 million \$3.7 million, or 169.8% 318.4%, compared to the thirteen weeks ended September 30, 2021. Net interest expense during the thirty-nine weeks ended September 29, 2022 increased \$2.1 million, or 54.2%, compared to the thirty-nine weeks ended September 30, 2021 March 31, 2022. The increases increase in interest expense for the thirteen and thirty-nine weeks ended September 29, 2022 were was primarily due to an increase in Asset-based Loan amounts borrowed under our ABL Facility ("ABL") borrowings and interest rate increases on outstanding debt, partially offset by increases in interest capitalized and interest income from our interest cap derivative contracts.

Income Tax Expense

Income Taxes

The provision for income taxes tax expense was \$22.5 million \$19.1 million during the thirteen weeks ended September 29, 2022 March 30, 2023 compared to \$7.6 million \$21.9 million during the thirteen weeks ended September 30, 2021 March 31, 2022. The effective tax rate was 22.8% 21.1% for the thirteen weeks ended September 29, 2022 March 30, 2023 compared to 9.3% 23.6% in the prior year quarter.

The provision for income taxes was \$67.2 million during decrease in the thirty-nine weeks ended September 29, 2022 compared to \$40.7 million during the thirty-nine weeks ended September 30, 2021. The effective tax rate was 22.7% for the thirty-nine weeks ended September 29, 2022 compared to 14.9% during the thirty-nine weeks ended September 30, 2021.

The increases in the effective tax rates during the thirteen and thirty-nine weeks ended September 29, 2022 were primarily due to year-over-year decreases increases in excess tax benefits related to stock option exercises and the vesting of restricted stock and restricted stock units. stock-based compensation awards.

Non-GAAP Financial Measures

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

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

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

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

in thousands	in thousands	Thirteen Weeks Ended		Thirty-nine Weeks Ended		in thousands	Thirteen Weeks Ended	
		September 29, 2022	September 30, 2021	September 29, 2022	September 30, 2021		March 30, 2023	March 31, 2022
Net income	Net income	\$ 76,175	\$ 74,645	\$ 228,958	\$ 233,357	Net income	\$ 71,524	\$ 70,951
Depreciation and amortization (a)	Depreciation and amortization (a)	39,600	30,348	111,237	83,245	Depreciation and amortization (a)	45,926	34,120
Interest expense, net	Interest expense, net	3,032	1,124	5,866	3,805	Interest expense, net	4,862	1,162
Income tax expense	Income tax expense	22,450	7,628	67,215	40,741	Income tax expense	19,130	21,859
EBITDA	EBITDA	141,257	113,745	413,276	361,148	EBITDA	141,442	128,092
Stock-based compensation expense (b)	Stock-based compensation expense (b)	6,360	5,282	17,229	15,335	Stock-based compensation expense (b)	6,741	5,980
Acquisition and integration expense (c)		—	120	—	3,286			
Tariff refund adjustments (d)		—	—	—	1,728			
COVID-19 costs (e)		—	286	—	910			
Other (f) (c)	Other (f) (c)	292	809	3,478	1,934	Other (f) (c)	1,434	1,705
Adjusted EBITDA	Adjusted EBITDA	\$ 147,909	\$ 120,242	\$ 433,983	\$ 384,341	Adjusted EBITDA	\$ 149,617	\$ 135,777

(a) Excludes amortization of deferred financing costs, which is included as part of interest expense, net in the table above.

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

(c) Represents third-party transaction, legal, and consulting costs directly related to the acquisition of Spartan that was completed in fiscal 2021.

(d) Represents a reduction in the non-interest portion of estimated tariff refund receivables during the thirty-nine weeks ended September 30, 2021. Interest income for tariff refunds is included within interest expense, net in the table above.

(e) Amounts are comprised of sanitation, personal protective equipment, and other costs directly related to efforts to mitigate the impact of the COVID-19 pandemic on our business.

(f) Other adjustments include amounts management does not consider indicative of our core operating performance. Amounts for the thirteen and thirty-nine weeks ended September 29, 2022 primarily March 30, 2023 relate to expenses for our Houston distribution center relocation that was completed during the first half of fiscal 2022 and changes in the fair value of contingent earn-out liabilities. Amounts for the thirteen and thirty-nine weeks ended September 30, 2021 March 31, 2022 primarily relate to relocation expenses for our Houston distribution center and changes in the fair value of the contingent earn-out liability associated with the Spartan acquisition. relocation.

Liquidity and Capital Resources

Liquidity is provided primarily by our cash flows from operations and our \$800.0 million ABL Facility. Unrestricted liquidity based on our September 29, 2022 March 30, 2023 financial data was \$601.8 million \$665.2 million, consisting of \$7.7 million \$5.0 million in cash and cash equivalents and \$594.1 million \$660.2 million immediately available for borrowing under the ABL Facility without violating any covenants thereunder. Our liquidity is not generally seasonal, and our uses of cash are primarily tied to when we open stores and make other capital expenditures.

Our primary cash needs are for merchandise inventories, payroll, store rent, and other operating expenses and capital expenditures associated with opening new stores and remodeling existing stores, as well as information technology, e-commerce, and store support center infrastructure. We also use cash for the payment of taxes and interest

and, as applicable, acquisitions.

The most significant components of our operating assets and liabilities are merchandise inventories and accounts payable, and, to a lesser extent, accounts receivable, prepaid expenses and other assets, other current and non-current liabilities, and tax payables and receivables. Merchandise inventory is considered "in-transit" or "available for sale" based on whether we have physically received the products at an individual store location or in one of our four distribution centers. In-transit inventory generally varies due to contractual terms, country of origin, transit times, international holidays, weather patterns, and other factors.

Impact of the COVID-19 Pandemic on Liquidity

While our primary sources of funds for business activities are typically cash flows from operations and our existing credit facilities, the full potential impact of the pandemic on our sources of funds and liquidity cannot be reasonably estimated at this time due to uncertainty regarding the potential severity and duration of the pandemic and its future effect on our business. For additional discussion of the impact of the COVID-19 pandemic on our business, refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations - COVID-19 Update."

We continue to monitor the impact of the COVID-19 pandemic on our business and may, as necessary, reduce expenditures, borrow additional amounts under our Term Loan Facility and ABL Facility, or pursue other sources of capital that may include other forms of external financing in order to increase our cash position and preserve financial flexibility. The pandemic may continue to drive volatility and uncertainty in financial and credit markets. Our continued access to external sources of liquidity depends on multiple factors, including the condition of debt capital markets, our operating performance, and maintaining strong credit ratings. If the impacts of the pandemic continue to create severe disruptions or turmoil in the financial markets, or if rating agencies lower our credit ratings, it could adversely affect our ability to access the debt markets, our cost of funds, and other terms for new debt or other sources of external liquidity. We expect that cash generated from operations together with cash on hand, the availability of borrowings under our credit facilities, and if necessary, additional funding through other forms of external financing, will be sufficient to meet liquidity requirements, anticipated capital expenditures, and payments due under our credit facilities for the next twelve months and the foreseeable future.

The exact scope of our capital plans is evolving and will ultimately depend on a variety of factors, including the impact of the COVID-19 pandemic on our business.

Total capital expenditures in fiscal 2022 2023 are planned to be between approximately \$445 \$620 million to \$465 \$675 million and will are expected to be funded primarily by cash generated from operations and borrowings under the ABL Facility. Our capital needs may change in the future due to changes in our business, including in response to the COVID-19 pandemic, or new opportunities that we choose to pursue, pursue, or other factors. We currently expect the following for capital expenditures in fiscal 2022 2023 (projected amounts are based on the gross costs that we expect to accrue for these investments on the Condensed Consolidated Balance Sheets in fiscal 2022, 2023, which may include amounts incurred but not yet settled in cash during the period):

- invest approximately \$338 \$495 million to \$350 \$525 million to open 32 to 35 warehouse-format stores, and four small-format design studios, relocate stores, and begin construction on stores opening in fiscal 2023; 2024;
- invest approximately \$75 \$95 million to \$80 \$110 million in existing store remodeling projects and our distribution centers; and
- invest approximately \$32 \$30 million to \$35 \$40 million in information technology infrastructure, e-commerce, and other store support center initiatives.

Cash Flow Analysis

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

in thousands	Thirty-nine Weeks Ended	
	September 29, 2022	September 30, 2021
Net cash provided by operating activities	\$ 7,325	\$ 364,892
Net cash used in investing activities	(319,173)	(341,255)
Net cash provided by (used in) financing activities	180,091	(1,324)
Net (decrease) increase in cash and cash equivalents	\$ (131,757)	\$ 22,313

in thousands	Thirteen Weeks Ended	
	March 30, 2023	March 31, 2022
Net cash provided by (used in) operating activities	\$ 250,280	\$ (3,333)
Net cash used in investing activities	(139,398)	(101,394)
Net cash used in financing activities	(115,642)	(2,889)
Net decrease in cash and cash equivalents	\$ (4,760)	\$ (107,616)

Net Cash Provided by (Used in) Operating Activities

Cash provided by or used in operating activities consists primarily of (i) net income adjusted for non-cash items, including depreciation and amortization, deferred income taxes, and stock-based compensation, and changes in the fair values of contingent earn-out liabilities and (ii) changes in working capital.

Net cash provided by operating activities was \$7.3 million \$250.3 million for the thirty-nine thirteen weeks ended September 29, 2022 March 30, 2023 compared to \$364.9 million net cash used in operating activities of \$3.3 million for the thirty-nine thirteen weeks ended September 30, 2021 March 31, 2022. The decrease increase in net cash provided by operating activities was primarily the result of a net increase decrease in inventory purchases and other working capital items to support our operations.

items.

Net Cash Used in Investing Activities

Investing activities typically consist primarily of capital expenditures for new store openings and existing store remodels (including including leasehold improvements, new racking, new fixtures, new product and display vignettes, and enhanced design studios) and centers, as well as new infrastructure and information systems. Cash payments to acquire businesses are also included in investing activities.

Net cash used in investing activities during the thirty-nine thirteen weeks ended September 29, 2022 March 30, 2023 and September 30, 2021 March 31, 2022 was \$319.2 million \$139.4 million and \$341.3 million \$101.4 million, respectively. The decrease increase in cash used in investing activities was primarily driven by a \$62.4 million decrease in cash paid for acquisitions and \$4.8 million in proceeds from the sale of a parcel of land, partially offset by a \$45.1 million due to an increase in capital expenditures. The year-over-year growth in capital expenditures was primarily driven by (i) an increase in new stores that opened or were under construction as we generally incur significant capital expenditures and settlement of outstanding construction payables for new recently completed stores a few to several months in advance of opening, (ii) payment of construction costs related compared to the Houston distribution center relocation, and (iii) an increase in existing store remodels, corresponding prior year period.

Net Cash Provided by (Used in) Used in Financing Activities

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

Net cash provided by used in financing activities was \$180.1 million for the thirty-nine thirteen weeks ended September 29, 2022 compared to March 30, 2023 and March 31, 2022 was \$115.6 million and \$2.9 million, respectively. The increase in net cash used in financing activities of \$1.3 million for the thirty-nine weeks ended September 30, 2021. The increase in cash provided by financing activities was primarily driven by net ABL borrowings during Facility repayments of \$103.7 million and a \$9.1 million increase in tax payments related to the thirty-nine weeks ended September 29, 2022, vesting or exercise of stock-based compensation awards.

Our Credit Facilities

As of September 29, 2022 March 30, 2023, total Term Loan Facility debt was \$205.0 million \$204.0 million, and the total borrowings amount borrowed under our ABL Facility was \$176.4 million \$106.5 million. For details additional information regarding our Term Loan Facility and ABL Facility, including applicable covenants and other details, please refer to Note 3, "Debt."

Credit Ratings

Our credit ratings are periodically reviewed by rating agencies. In September 2022, Standard & Poor's raised the Company's issuer credit rating to of BB from BB- with a stable outlook. outlook and Moody's issuer credit rating of Ba3 and with a positive outlook for the Company remain unchanged. unchanged as of March 30, 2023. These ratings and our current credit condition affect, among other things, our ability to access new capital. Negative changes to these ratings may result in more stringent covenants and higher interest rates under the terms of any new debt. Our credit ratings could be lowered or rating agencies could issue adverse commentaries in the future, which could have a material adverse effect on our business, financial condition, results of operations, and liquidity. In particular, a weakening of our financial condition, including an increase in our leverage or decrease in our profitability or cash flows, could adversely affect our ability to obtain necessary funds, result in a credit rating downgrade or change in outlook, or otherwise increase our cost of borrowing.

Recent Developments

On August 4, 2022, we amended the ABL Facility to, among other things, increase the Company's revolving commitments to a total aggregate principal amount of \$800 million and extend the stated maturity date of the ABL Facility to August 4, 2027. Refer to Note 3, "Debt" for additional details.

U.S. Tariffs and Global Economy

The current domestic and international political environment, including existing and potential changes to U.S. policies related to global trade and tariffs, have resulted in uncertainty surrounding the future state of the global economy. In particular, the ongoing trade dispute between the U.S. and China has resulted in the U.S. imposing tariffs of 25% on many products from China. While exclusions from tariffs were granted for certain products from China, nearly all of these exclusions have expired. In fiscal 2021, 2022, approximately 30% 29% of the products we sold were produced in China. As we continue to manage the impact these tariffs may have on our business, we continue taking steps to mitigate some of these cost increases through negotiating lower costs from our vendors, increasing retail pricing as we deem appropriate, and sourcing from alternative countries. While our efforts have mitigated a substantial portion of the overall effect of increased tariffs, the enacted tariffs have increased our inventory costs and associated cost of sales for the remaining products still sourced from China.

Tariff Refunds

In November 2019, the U.S. Trade Representative ("USTR") made a ruling to retroactively exclude certain flooring products imported from China from the Section 301 tariffs that were implemented at 10% beginning in September 2018 and increased to 25% in June 2019. The granted exclusions apply to certain "click" vinyl and engineered products that we have sold and continue to sell. As these exclusions were granted retroactively, we are entitled to a refund from U.S. Customs for the applicable Section 301 tariffs previously paid on these goods. Tariff refund claims are subject to the approval of U.S. Customs, and the Company currently expects to recover \$22.0 million, including interest, related to these Section 301 tariff payments. Of the expected refunds, \$15.7 million has been received as of September 29, 2022.

Critical Accounting Policies and Estimates

Our consolidated financial statements have been prepared in accordance with GAAP, which requires management to make estimates and assumptions that affect reported amounts. The estimates and assumptions are based on historical experience and other factors management believes to be reasonable. The COVID-19 pandemic has impacted our business as discussed in Management's Discussion and Analysis and the estimates used for, but not limited to, our critical accounting policies could be affected by future developments related to the COVID-19 pandemic. We have assessed the impact and are not aware of any specific events or circumstances that required an update to the estimates and assumptions used for our critical accounting policies or that materially affected the carrying value of our assets or liabilities as of the date of issuance of this Quarterly Report on Form 10-Q. These estimates may change as new events occur and additional information is obtained. Actual results could differ materially from these estimates under different assumptions or conditions.

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

Item 3. Quantitative and Qualitative Disclosures About Market Risk

For quantitative and qualitative disclosures about market risk affecting the Company, see "Quantitative and Qualitative Disclosures About Market Risk" in Item 7A of Part II of the Annual Report. While our exposure to market risk has not changed materially since December 30, 2021, December 29, 2022, uncertainty with respect to the economic effects of the COVID-19 pandemic and global supply chain disruptions, inflation, geopolitical instability, including from the military conflict ongoing war in Ukraine, and COVID-19, among others, have introduced significant volatility in the financial markets, including interest rates and foreign currency exchange rates. The COVID-19 pandemic is expected to have a continued adverse impact on market conditions and may trigger a period of global economic slowdown for an unknown duration. See further discussion in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional details.

Interest Rate Risk

Our operating results are subject to risk from interest rate fluctuations on our Credit Facilities, which carry variable interest rates. As of September 29, 2022, March 30, 2023, our Term Loan Facility and ABL Facility, which have variable interest rates, had remaining principal balances of \$205.0 million, \$204.0 million and \$176.4 million, \$106.5 million, respectively. A 1.0% increase in the effective interest rate for these debt instruments would cause an increase in interest expense of approximately \$3.8, \$3.1 million over the next twelve months, excluding the impact of interest rate cap agreements. To lessen our exposure to changes in interest rate risk, we entered into two \$75.0 million interest rate cap agreements in May 2021. The contracts effectively capped cap Secured Overnight Financing Rate ("SOFR") based interest payments on a portion of our Term Loan Facility LIBOR at 1.75% beginning in May 2021 and are effective to less than 1.68% through April 2024. The U.S. Federal Reserve began has continued raising interest rates in fiscal 2022 and has signaled an intent to raise interest rates further, 2023. As a result, these agreements have begun to be partially offset offsetting increases in interest expense on our variable rate debt Term Loan Facility as rates have increased to a level above the specified 1.75% LIBOR cap, SOFR caps. For additional information related to the Company's Credit Facilities, refer to Note 3, "Debt."

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company's disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) are designed to provide reasonable assurance that the information required to be disclosed in the reports that the Company files or submits under the Exchange Act are recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in reports filed or submitted under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. The Company's management, including the chief executive officer, Chief Executive Officer and the chief financial officer, Chief Financial Officer, have reviewed the effectiveness of the Company's disclosure controls and procedures as of September 29, 2022, March 30, 2023 and, based on their evaluation, have concluded that the Company's disclosure controls and procedures were effective at the reasonable assurance level. The condensed consolidated financial statements included in this Quarterly Report fairly present, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with GAAP.

Changes in Internal Control Over Financial Reporting

There have been no changes in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) of the Exchange Act) during the fiscal quarter ended September 29, 2022 March 30, 2023 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

See the information under the "Litigation" caption in Note 5, Commitments and Contingencies to our Condensed Consolidated Financial Statements included in this Quarterly Report, and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations - U.S. Tariffs and Global Economy" in this Quarterly Report, each of which we incorporate here by reference.

Item 1A. Risk Factors

In addition to the other information set forth in this Quarterly Report, you should carefully consider the risk factors described in Part I, "Item 1A. Risk Factors" in our Annual Report filed with the SEC on February 24, 2022 February 23, 2023, which could materially affect our business, financial condition, and/or operating results.

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

None. The following table presents the number and average price of the Company's common shares repurchased in each fiscal month of the first quarter of fiscal 2023:

Period	Total Number of Shares Purchased	Average Price Paid per Share
December 30, 2022 - January 26, 2023	—	\$ —
January 27, 2023 - February 23, 2023	—	—
February 24, 2023 - March 30, 2023	83,134	90.95
Total	83,134	\$ 90.95

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None. Under the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan (the "2017 Plan"), participants may surrender shares as payment of applicable tax withholding on the vesting of restricted stock awards. Shares so surrendered by participants in the 2017 Plan are repurchased pursuant to the terms of the 2017 Plan and applicable award agreement and not pursuant to any publicly announced share repurchase programs.

Item 6. Exhibits

Exhibit No.	Exhibit Description
3.1	Amended & Restated Certificate of Incorporation of Floor & Decor Holdings, Inc. (1)
3.2	Second Amended and Restated Bylaws of Floor & Decor Holdings, Inc. (2)
10.1	Amendment No. 2 to Amended and Restated Credit Form of Non-CEO Performance Restricted Stock Unit Agreement and Amendment No. 2 to Amended and Restated Security Agreement, dated as of August 4, 2022, by and among under the Floor and Decor Outlets of America, Holdings, Inc., FDO Acquisition Corp., FD Sales Company LLC, the lenders from time to time party thereto and Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent and Swing Line Lender, (3) 2017 Stock Incentive Plan
10.2	Addendum to Employment Form of CEO Performance Restricted Stock Unit Agreement dated August 3, 2022, between under the Floor & Decor Holdings, Inc., 2017 Stock Incentive Plan
10.3	Form of Non-CEO 2023 Special Performance and Service Restricted Stock Unit Agreement under the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan
10.4	Form of CEO 2023 Special Performance and Service Restricted Stock Unit Agreement under the Floor & Decor Outlets of America, Holdings, Inc. and Trevor S. Lang (3) 2017 Stock Incentive Plan
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of CEO and CFO Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

(1) Filed as an exhibit to the Registrant's Form 10-Q (File No. 001-38070) filed with the SEC on August 5, 2021, and incorporated herein by reference.

(2) Filed as an exhibit to Amendment No. 4 to the Registrant's Registration Statement on Form S-1 (File No. 333-216000) filed with the SEC on April 24, 2017, and incorporated herein by reference.

(3) Filed as an exhibit to the Registrant's Form 8-K filed with the SEC on August 4, 2022, and incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

FLOOR & DECOR HOLDINGS, INC.

Dated: November 3, 2022 May 4, 2023

By: /s/ Thomas V. Taylor
Thomas V. Taylor
Chief Executive Officer
(Principal Executive Officer)

Dated: November 3, 2022 May 4, 2023

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

Dated: May 4, 2023

By: /s/ Luke T. Olson
Luke T. Olson
Vice President, Chief Accounting Officer
(Principal Accounting Officer)

FLOOR & DECOR HOLDINGS, INC.

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

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

Preliminary Statement

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

Accordingly, the parties hereto agree as follows:

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

Target Number of Performance Stock Units: _____

Maximum Number of Performance Stock Units: _____

2. **Vesting.**

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

Notwithstanding anything herein to the contrary, the Committee shall have discretion to adjust the Performance Goals, or the metrics used to determine achievement of the Performance Goals, to reflect (A) a change in accounting standards or principles, (B) a significant acquisition or divestiture, (C) a significant capital transaction, (D) a change to or

difference in the applicable fiscal year, or (E) any other unusual, nonrecurring or other extraordinary event or item.

(ii) Detrimental Activity.

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

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

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

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

(v) Withholding. Unless otherwise directed or permitted by the Committee, the Participant shall pay or provide for all applicable withholding taxes in respect of the settlement of the Performance Stock Units by (i) remitting the aggregate amount of such taxes to the Company in full, by cash, or by check, bank draft or money order payable to the order of the Company,

(ii) to the extent permitted by the Company, having the Employer withhold, from shares of Common Stock delivered upon settlement of the Performance Stock Units, a number of whole shares of Common Stock having a Fair Market Value equal to an amount necessary to satisfy all required federal, state, local and other non-U.S. withholding obligations using up to the maximum statutory withholding rates, as determined by the Company, for federal, state, local or non-U.S. tax purposes, including payroll taxes, or (iii) to the extent permitted by the Company, by making arrangements with the Company to have such taxes withheld from other compensation due to the Participant.

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

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

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

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

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

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

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

with a copy (which shall not constitute notice) to:

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
Attention: Ekaterina P. Napalkova
Telephone: (212) 969-3215
Facsimile: (212) 969-2900
Email: enapalkova@proskauer.com

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

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

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

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

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

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

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

13. **Section 409A.** Although the Company makes no guarantee with respect to the tax treatment of the Performance Stock Units, the award of Performance Stock Units and Dividend Equivalents pursuant to this Agreement is intended to comply with, or to be exempt from, Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. The Performance Stock Units and Dividend Equivalents shall be limited, construed and interpreted in accordance with such intent; provided that the Employer does not guarantee to the Participant any particular tax treatment of the Performance Stock Units or Dividend Equivalents. In no event whatsoever shall the Employer be liable for

any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. Dividend Equivalents shall be treated separately from the Performance Stock Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A of the Code.

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

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

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

[Remainder of Page Left Intentionally Blank]

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

FLOOR & DECOR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

PARTICIPANT

By: _____
Name: _____

Exhibit 10.2

FLOOR & DECOR HOLDINGS, INC.

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

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

Preliminary Statement

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

Accordingly, the parties hereto agree as follows:

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

Target Number of Performance Stock Units: _____

Maximum Number of Performance Stock Units: _____

2. **Vesting.**

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

Notwithstanding anything herein to the contrary, the Committee shall have discretion to adjust the Performance Goals, or the metrics used to determine achievement of the Performance Goals, to reflect (A) a change in accounting standards or principles, (B) a significant acquisition or divestiture, (C) a significant capital transaction, (D) a change to or

difference in the applicable fiscal year, or (E) any other unusual, nonrecurring or other extraordinary event or item.

(ii) Detrimental Activity.

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

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

(iii) Termination; Forfeiture. Except as provided in this Section 2(c), the Participant shall forfeit, without compensation, any and all unvested Performance Stock Units upon the Participant's Termination for any reason (for the avoidance of doubt, in the event that the Participant becomes a Consultant or a Non-Employee Director upon the termination of his employment, unless otherwise determined by the Committee no Termination of Employment shall be deemed to occur until such time as such Eligible

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

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

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

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

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

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

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

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

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

Floor & Decor Holdings, Inc.
2500 Windy Ridge Parkway, SE
Atlanta, GA 30339
Attention: General Counsel

Telephone: (404) 471-1634
Facsimile: (404) 393-3540

with a copy (which shall not constitute notice) to:

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
Attention: Ekaterina P. Napalkova
Telephone: (212) 969-3215
Facsimile: (212) 969-2900
Email: enapalkova@proskauer.com

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

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

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

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

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

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

12. **Governing Law.** All matters arising out of or relating to this Agreement and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal

laws of the State of Delaware, without giving effect to its principles of conflict of laws.

13. **Section 409A.** Although the Company makes no guarantee with respect to the tax treatment of the Performance Stock Units, the award of Performance Stock Units and Dividend Equivalents pursuant to this Agreement is intended to comply with, or to be exempt from, Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. The Performance

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

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

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

[Remainder of Page Left Intentionally Blank]

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

FLOOR & DECOR HOLDINGS, INC.

By: _____

Name: _____

Title: _____

PARTICIPANT

By: _____
Name: _____

Exhibit 10.3

FLOOR & DECOR HOLDINGS, INC.

Form of 2023 Special Performance and Service Restricted Stock Unit Agreement
Pursuant to the
Floor & Decor Holdings, Inc.
2017 Stock Incentive Plan

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

Preliminary Statement

Subject to the terms and conditions set forth herein, the Committee hereby grants the Participant the right to receive the number of shares of Common Stock specified in Section 1 and Section 2 hereof (the "**Performance and Service Restricted Stock Units**"), as an Eligible Employee, Consultant or Non-Employee Director, on the Grant Date pursuant to the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan, as it may be amended from time to time (the "**Plan**"). Except as otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan. By signing and returning this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

Accordingly, the parties hereto agree as follows:

1. **Grant of Service Restricted Stock Units.** Subject to the Plan and the terms and conditions set forth herein and therein, the Participant is hereby granted _____ Restricted Stock Units on the Grant Date, which are designated as "Service Restricted Stock Units". Each Service Restricted Stock Unit represents an unfunded, unsecured right to receive one (1) share of Common Stock on the Payment Date(s) specified in Section 5 hereof. The Service Restricted Stock Units shall vest, if at all, on the dates (each a "**Vesting Date**") and in the cumulative number of Service Restricted Stock Units provided in the table below, rounded to the nearest whole Service Restricted Stock Unit, subject to the Participant not having incurred a Termination prior to the applicable Vesting Date. There shall be no proportionate or partial vesting in the periods between the vesting dates.

<u>Vesting Date</u>	<u>Cumulative Vested Percentage</u>
Second anniversary of the Grant Date	25%
Third anniversary of the Grant Date	50%
Fourth anniversary of the Grant Date	100%

2. **Grant of Performance Restricted Stock Units.** Subject to the Plan and the terms and conditions set forth herein and therein, the Participant is hereby granted Restricted Stock Units on the Grant Date as follows, which Restricted Stock Units are designated as "Performance Restricted Stock Units". Each Performance Restricted Stock Unit represents an unfunded, unsecured right to receive one (1) share of Common Stock on the Payment Date(s) specified in Section 5 hereof.

Target Number of Performance Restricted Stock Units: _____

Maximum Number of Performance Restricted Stock Units: _____

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

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

3. Detrimental Activity.

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

(b) The restrictions regarding Detrimental Activity are necessary for the protection of the business and goodwill of the Company and are considered by the Participant to be reasonable for such purposes. Without intending to limit the legal or equitable remedies available in the Plan and in this Agreement, the Participant acknowledges that engaging in Detrimental Activity will cause the Company material irreparable injury for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such activity or threat thereof, the Company shall be entitled, in addition to the remedies provided under the Plan, to obtain from any court of competent jurisdiction a temporary restraining order or a preliminary or permanent injunction restraining the Participant from engaging in Detrimental Activity or such other relief as may be required to specifically enforce any of the covenants in the Plan and this Agreement without the necessity of posting a bond, and in the case of a temporary restraining order or a preliminary injunction, without having to prove special damages. For purposes of this Section 3(b), a material breach of any agreement between the Participant and the Company or an Affiliate of the Company as described in prong (e) of the definition of "**Detrimental Activity**" shall include, but not be limited to, the breach of the covenants set forth in Exhibit B attached hereto and incorporated herein by reference.

4. Forfeiture. The Participant shall forfeit to the Company, without compensation, any and all unvested Performance and Service Restricted Stock Units upon the Participant's Termination for any reason.

5. Payment. The Company shall, as soon as reasonably practicable (a) with respect to the Performance Restricted Stock Units, following the fourth anniversary of the Grant Date and (b) with respect to the Service Restricted Stock Units, following the applicable Vesting Date, as applicable (and in no event later than March 15th of the calendar year following the calendar year in which the applicable

date occurs) (each, a "**Payment Date**"), deliver (or cause to be delivered) to the Participant one (1) share of Common Stock with respect to each vested Performance and Service Restricted Stock Unit as settlement of such Performance and Service Restricted Stock Unit and each such Performance and Service Restricted Stock Unit shall thereafter be cancelled.

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

7. **Dividend Equivalents.** With respect to ordinary cash dividends in respect of shares of Common Stock covered by any outstanding Performance and Service Restricted Stock Units. Participant will have the right to receive an amount in cash equal to the product of (a) the amount of any ordinary cash dividend paid with respect to a share of Common Stock on or after the Grant Date and on or prior to the earlier to occur of (i) the Payment Date, or (ii) the termination or forfeiture for any reason of the outstanding Performance and Service Restricted Stock Units, multiplied by (b) the number of shares of Common Stock covered by such Performance and Service Restricted Stock Units (a **"Dividend Equivalent"**). A Dividend Equivalent shall be subject to the same vesting restrictions and payment conditions as the Performance and Service Restricted Stock Units to which such Dividend Equivalent relates as set forth in [Section 1](#) or [Section 2](#), as applicable, and subject to [Section 4](#). Any Dividend Equivalents in respect of Performance and Service Restricted Stock Units that do not vest, shall be forfeited and retained by the Company. For the avoidance of doubt, (A) if a Performance and Service Restricted Stock Unit does not ultimately become vested hereunder, no Dividend Equivalent payments shall be made with respect to such unvested Performance and Service Restricted Stock Unit, and (B) in no event shall a Dividend Equivalent be paid that would result in Participant receiving both the Dividend Equivalent and the actual dividend with respect to a Performance and Service Restricted Stock Unit and the corresponding share of Common Stock.

8. **Termination and Change in Control.** The provisions in the Plan regarding Termination and Change in Control shall apply to the Performance and Service Restricted Stock Units.

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

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

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

(1) unless otherwise specified by the Company in a notice delivered by the Company in accordance with this [Section 11](#), any notice required to be delivered to the Company shall be properly delivered if delivered to:

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

with a copy (which shall not constitute notice) to:

Proskauer Rose LLP

Eleven Times Square
New York, NY 10036
Attention: Ekaterina P. Napalkova
Telephone: (212) 969-3215
Facsimile: (212) 969-2900
Email: enapalkova@proskauer.com

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

Any notice, demand or request, if made in accordance with this Section 11 shall be deemed to have been duly given: (a) when delivered in person; (b) three days after being sent by United States mail; or (c) on the first business day following the date of deposit if delivered by a nationally recognized overnight delivery service.

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

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

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

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

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

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

18. **Interpretation.** Unless a clear contrary intention appears: (a) the defined terms herein shall apply equally to both the singular and plural forms of such terms; (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by the Plan or this Agreement, and reference to a Person in a particular capacity excludes such

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

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

[Remainder of Page Left Intentionally Blank]

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

FLOOR & DECOR HOLDINGS, INC.

By:

Name:

Title:

PARTICIPANT

By:

Name:

Exhibit 10.4

FLOOR & DECOR HOLDINGS, INC.

**Form of 2023 Special Performance and Service Restricted Stock Unit Agreement
Pursuant to the
Floor & Decor Holdings, Inc.
2017 Stock Incentive Plan**

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

Preliminary Statement

Subject to the terms and conditions set forth herein, the Committee hereby grants the Participant the right to receive the number of shares of Common Stock specified in [Section 1](#) and [Section 2](#) hereof (the “**Performance and Service Restricted Stock Units**”), as an Eligible Employee, Consultant or Non-Employee Director, on the Grant Date pursuant to the Floor & Decor Holdings, Inc. 2017 Stock Incentive Plan, as it may be amended from time to time (the “**Plan**”). Except as otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan. By signing and returning this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

Accordingly, the parties hereto agree as follows:

1. **Grant of Service Restricted Stock Units.** Subject to the Plan and the terms and conditions set forth herein and therein, the Participant is hereby granted _____ Restricted Stock Units on the Grant Date, which are designated as “Service Restricted Stock Units”. Each Service Restricted Stock Unit represents an unfunded, unsecured right to receive one (1) share of Common Stock on the Payment Date(s) specified in [Section 5](#) hereof. The Service Restricted Stock Units shall vest, if at all, on the dates (each a “**Vesting Date**”) and in the cumulative number of Service Restricted Stock Units provided in the table below, rounded to the nearest whole Service Restricted Stock Unit, subject to the Participant not having incurred a Termination prior to the applicable Vesting Date. There shall be no proportionate or partial vesting in the periods between the vesting dates.

<u>Vesting Date</u>	<u>Cumulative Vested Percentage</u>
Second anniversary of the Grant Date	33%
Third anniversary of the Grant Date	100%

2. **Grant of Performance Restricted Stock Units.** Subject to the Plan and the terms and conditions set forth herein and therein, the Participant is hereby granted Restricted Stock Units on the Grant Date as follows, which Restricted Stock Units are designated as “Performance Restricted Stock Units”. Each Performance Restricted Stock Unit represents an unfunded, unsecured right to receive one (1) share of Common Stock on the Payment Date(s) specified in [Section 5](#) hereof.

Target Number of Performance Restricted Stock Units: _____

Maximum Number of Performance Restricted Stock Units: _____

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

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

3. **Detrimental Activity.**

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

(b) The restrictions regarding Detrimental Activity are necessary for the protection of the business and goodwill of the Company and are considered by the Participant to be reasonable for such purposes. Without intending to limit the legal or equitable remedies available in the Plan and in this Agreement, the Participant acknowledges that engaging in Detrimental Activity will cause the Company material irreparable injury for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such activity or threat thereof, the Company shall be entitled, in addition to the remedies provided under the Plan, to obtain from any court of competent jurisdiction a temporary restraining order or a preliminary or permanent injunction restraining the Participant from engaging in Detrimental Activity or such other relief as may be required to specifically enforce any of the covenants in the Plan and this Agreement without the necessity of posting a bond, and in the case of a temporary restraining order or a preliminary injunction, without having to prove special damages. For purposes of this [Section 3\(b\)](#), a material breach of any agreement between the Participant and the Company or an Affiliate of the Company as described in prong (e) of the definition of “**Detrimental Activity**” shall include, but not be limited to, the breach of the covenants set forth in [Exhibit B](#) attached hereto and incorporated herein by reference.

4. **Forfeiture.** The Participant shall forfeit to the Company, without compensation, any and all unvested Performance and Service Restricted Stock Units upon the Participant’s Termination for any reason.

5. **Payment.** The Company shall, as soon as reasonably practicable (a) with respect to the Performance Restricted Stock Units, following the third anniversary of the Grant Date and (b) with respect to the Service Restricted Stock Units, following the applicable Vesting Date, as applicable (and in no event later than March 15th of the calendar year following the calendar year in which the applicable date occurs) (each, a “**Payment Date**”), deliver (or cause to be delivered) to the Participant one (1) share of Common Stock with respect to each vested Performance and Service Restricted Stock Unit as settlement

of such Performance and Service Restricted Stock Unit and each such Performance and Service Restricted Stock Unit shall thereafter be cancelled.

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

7. **Dividend Equivalents.** With respect to ordinary cash dividends in respect of shares of Common Stock covered by any outstanding Performance and Service Restricted Stock Units. Participant will have the right to receive an amount in cash equal to the product of (a) the amount of any ordinary cash dividend paid with respect to a share of Common Stock on or after the Grant Date and on or prior to the earlier to occur of (i) the Payment Date, or (ii) the termination or forfeiture for any reason of the outstanding Performance and Service Restricted Stock Units, multiplied by (b) the number of shares of Common Stock covered by such Performance and Service Restricted Stock Units (a “**Dividend Equivalent**”). A Dividend Equivalent shall be subject to the same vesting restrictions and payment conditions as the Performance and Service Restricted Stock Units to which such Dividend Equivalent relates as set forth in [Section 1](#) or [Section 2](#), as applicable, and subject to [Section 4](#). Any Dividend Equivalents in respect of Performance and Service Restricted Stock Units that do not vest, shall be forfeited and retained by the Company. For the avoidance of doubt, (A) if a Performance and Service Restricted Stock Unit does not ultimately become vested hereunder, no Dividend Equivalent payments shall be made with respect to such unvested Performance and Service Restricted Stock

Unit, and (B) in no event shall a Dividend Equivalent be paid that would result in Participant receiving both the Dividend Equivalent and the actual dividend with respect to a Performance and Service Restricted Stock Unit and the corresponding share of Common Stock.

8. **Termination and Change in Control.** The provisions in the Plan regarding Termination and Change in Control shall apply to the Performance and Service Restricted Stock Units.

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

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

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

(1) unless otherwise specified by the Company in a notice delivered by the Company in accordance with this Section 11, any notice required to be delivered to the Company shall be properly delivered if delivered to:

Floor & Decor Holdings, Inc.

2500 Windy Ridge Parkway, SE
Atlanta, GA 30339
Attention: General Counsel
Telephone: (404) 471-1634
Facsimile: (404) 393-3540

with a copy (which shall not constitute notice) to:

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
Attention: Ekaterina P. Napalkova
Telephone: (212) 969-3215
Facsimile: (212) 969-2900
Email: enapalkova@proskauer.com

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

Any notice, demand or request, if made in accordance with this Section 11 shall be deemed to have been duly given: (a) when delivered in person; (b) three days after being sent by United States mail; or (c) on the first business day following the date of deposit if delivered by a nationally recognized overnight delivery service.

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

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

HERETO OR THEIR RESPECTIVE AFFILIATES PURSUANT TO THE PLAN OR THIS AGREEMENT OR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THE PLAN OR THIS AGREEMENT.

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

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

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

17. **Section 409A.** Although the Company makes no guarantee with respect to the tax treatment of the Performance and Service Restricted Stock Units, the award of Performance and Service Restricted Stock

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

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

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

[Remainder of Page Left Intentionally Blank]

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

FLOOR & DECOR HOLDINGS, INC.

By:

Name:

Title:

PARTICIPANT

By:

Name:

Exhibit 31.1

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

I, Thomas V. Taylor, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Floor & Decor Holdings, Inc. for the fiscal quarter ended **September 29, 2022** **March 30, 2023**;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2022 May 4, 2023

/s/ Thomas V. Taylor
Thomas V. Taylor
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

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

I, Trevor S. Lang, Bryan H. Langley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Floor & Decor Holdings, Inc. for the fiscal quarter ended September 29, 2022 March 30, 2023;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2022 May 4, 2023

/s/ Trevor S. Lang Bryan H. Langley

Trevor S. Lang Bryan H. Langley

Executive Vice President and Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q for the fiscal quarter ended September 29, 2022 March 30, 2023 of Floor & Decor Holdings, Inc. (the "Company") as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), Thomas V. Taylor, as Chief Executive Officer of the Company, and Trevor S. Lang, Bryan H. Langley, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that, to the best of his knowledge:

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

Date: November 3, 2022 May 4, 2023

/s/ Thomas V. Taylor

Thomas V. Taylor

Chief Executive Officer

(Principal Executive Officer)

Date: November 3, 2022 May 4, 2023

/s/ Trevor S. Lang Bryan H. Langley

Trevor S. Lang Bryan H. Langley

Executive Vice President and Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

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

DISCLAIMER

THE INFORMATION CONTAINED IN THE REFINITIV CORPORATE DISCLOSURES DELTA REPORT™ IS A COMPARISON OF TWO FINANCIALS PERIODIC REPORTS. THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORT INCLUDING THE TEXT AND THE COMPARISON DATA AND TABLES. IN NO WAY DOES REFINITIV OR THE APPLICABLE COMPANY ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN THIS REPORT. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S ACTUAL SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

©2023, Refinitiv. All rights reserved. Patents Pending.