

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **March 10, 2008**

RED ROBIN GOURMET BURGERS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

0-49916

(Commission file number)

84-1573084

(I.R.S. Employer Identification Number)

**6312 S. Fiddler's Green Circle, Suite 200N
Greenwood Village, Colorado**

(Address of principal executive offices)

80111

(Zip Code)

Registrant's telephone number, including area code: **(303) 846-6000**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.

Second Amended and Restated Employment Agreement.

On March 10, 2008, Red Robin Gourmet Burgers, Inc. (the "Company") entered into a Second Amended and Restated Employment Agreement with Dennis B. Mullen, the Company's Chairman of the Board and Chief Executive Officer (the "Employment Agreement"). The Employment Agreement amended Mr. Mullen's original employment agreement made and entered into September 7, 2005 and subsequently amended and restated effective as of April 17, 2007 (the "Existing Agreement").

The Employment Agreement amends the double-trigger change in control provisions contained in the Existing Agreement. In the amended Employment Agreement, Mr. Mullen is entitled to receive severance payments in the event his employment is terminated upon the occurrence of a Change in Control Event (as such term is defined in the Employment Agreement), in an amount equal to two times his annual compensation versus an amount equal to one times his annual compensation as set forth in the Existing Agreement. In addition, the protection period for a termination upon a Change in Control Event was increased from 12 months to 18 months.

Under the Employment Agreement, if the Company terminates Mr. Mullen upon the occurrence of a Change in Control Event, among other things, Mr. Mullen will receive continued payment of his annual base salary in effect immediately prior to the date of termination for the 24-month period following the date of termination, two times the annual bonus amount earned for his performance in the last completed calendar year prior to the Change in Control Event, and coverage under the Company's medical, dental and prescription insurance plans for the 24-month period following the date of termination.

The Employment Agreement also amended certain provisions to ensure compliance with Section 409A of the Internal Revenue Code.

A copy of the Employment Agreement is filed with this report as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the Employment Agreement is qualified in its entirety by reference to Exhibit 10.1.

Change In Control Agreements.

On March 10, 2008, the Company also entered into Change in Control Agreements (each a "Change in Control Agreement" and collectively the "Change in Control Agreements"), with each of the following executive officers: Eric C. Houseman, President and Chief Operating Officer; Katherine L. Scherping, Senior Vice President and Chief Financial Officer; Todd A. Brighton, Senior Vice President and Chief Development Officer; Annita M. Menogan, Senior Vice President and Chief Legal Officer; and Susan L. Linton-Smith, Senior Vice President and Chief Marketing Officer (each an "Executive" and collectively the "Executives"). The Company also entered into Change in Control Agreements with slightly different terms from those with the

Executives with the following officers: Christina Carlson, Vice President and Contoller; Chris Laping, Vice President and Chief Information Officer, and Jeffrey T. Neely, Vice President and Chief People Officer.

The Change in Control Agreements for the Executives contain double-trigger change in control provisions. If the Executive resigns for Good Reason or is terminated by the Company other than for Cause or Disability or other than as a result of the Executive's death during the 18-month period following a Change in Control Event (as such terms are defined in the Change of Control Agreements), the Executive will, among other things, receive continued payment of his or her annual base salary in effect immediately prior to the date of termination for the 12-month period following the date of termination, one times the annual bonus amount earned for his or her performance in the last completed calendar year prior to the Change in Control Event, and coverage under the Company's medical, dental and prescription insurance plans for the 12-month period following the date of termination. Prior to receipt of any such payments, the Executive is required to execute a general release of the Company in the form attached to the Change in Control Agreement.

The Change in Control Agreements contain standard confidentiality and non-solicitation provisions.

The primary differences between the Change in Control Agreement with Mr. Houseman and the Change in Control Agreements with the other Executives is that Mr. Houseman's agreement provides for a severance payment equal to two times his annual compensation as compared to one times annual compensation. In addition, Mr. Houseman's agreement provides for a gross-up payment for Internal Revenue Code Section 280G purposes on the terms and conditions set forth in the agreement.

Copies of Mr. Houseman's Change in Control Agreement as well as the form of the Change in Control Agreement for the other Executives are filed with this report as Exhibits 10.2 and 10.3, respectively, and are incorporated herein by reference. The foregoing descriptions of the Change in Control Agreements are qualified in their entirety by reference to Exhibits 10.2 and 10.3.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amended and Restated Employment Agreement dated between Red Robin Gourmet Burgers, Inc. and Dennis B. Mullen dated March 10, 2008.
10.2	Change in Control Agreement between Red Robin Gourmet Burgers, Inc. and Eric C. Houseman dated March 10, 2008.
10.3	Form of Change in Control Agreement between Red Robin Gourmet Burgers, Inc. and the Executives dated March 10, 2008.

3

SIGNATURE

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 hereunto duly authorized.

Date: March 14, 2008

RED ROBIN GOURMET BURGERS, INC.

By: /s/ Annita M. Menogan
Annita M. Menogan, Chief Legal Officer

4

EXHIBIT INDEX

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5

**SECOND AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

This SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is made as of this 10th day of March, 2008, and was originally made and entered into as of September 7, 2005 and first amended and restated effective as of April 17, 2007, by and between RED ROBIN GOURMET BURGERS, INC., a Delaware corporation (the "Company"), and DENNIS B. MULLEN (the "Executive").

RECITAL

WHEREAS, the Company, for itself and its wholly owned subsidiary, Red Robin International, Inc., a Nevada corporation ("RRI"), entered into an Employment Agreement with the Executive dated September 7, 2005 and subsequently amended and restated effective April 17, 2007 (the "Amended Agreement") that established the Company's right to the services of the Executive in the capacities described below, on the terms and conditions hereinafter set forth, and the Executive accepted such employment on such terms and conditions;

WHEREAS, the Company, for itself and RRI, desires to amend certain terms and conditions of the Amended Agreement.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Employment Period. The Company, through RRI, hereby employs the Executive, and the Executive hereby accepts such employment, upon the terms and conditions hereinafter set forth. The term of the Executive's employment hereunder shall be deemed to have commenced on August 11, 2005 (the "Effective Date"), and shall continue through and including December 31, 2010, subject to earlier termination as provided herein (such term being referred to herein as the "Employment Period"). RRI shall be the "employer" for tax, legal reporting, payroll processing and similar purposes.
2. Position and Duties.
 - (a) During the Employment Period, the Executive shall be the Chairman and Chief Executive Officer of the Company, with such duties and responsibilities as are assigned to him by the Board of Directors of the Company (the "Board") consistent with his position as Chairman and Chief Executive Officer of the Company. Notwithstanding the foregoing, if, during the Employment Period, a majority of the Board determines that the Executive should relinquish his position as Chief Executive Officer in connection with the hiring or promotion of another individual into such position, and the Executive remains in his position as Chairman of the Board, this Agreement shall remain in full force and effect (with such modifications, including appropriate modifications to Section 2(b) and (c) and Section 3 as are mutually agreed upon) and such change in officer position shall not constitute a termination under Section 4 hereof.
 - (b) During the Employment Period, the Executive shall devote substantially all of his skill, knowledge and working time to the business and affairs of the Company and its subsidiaries; provided, however, that the Executive may continue to serve in his current positions as trustee and/or chairman of certain of the Janus Funds. The Executive shall perform his services primarily at the Company's headquarters in Denver, Colorado. The Executive shall use his best efforts to carry out his responsibilities under this Agreement faithfully and efficiently.
 - (c) In his position as Chairman and Chief Executive Officer, the Executive shall, subject to the oversight of the Board and the "Authorization Limits" established from time to time by the Board, have full authority and responsibility to manage the operation of the Company's restaurants and franchise system, including the hiring and discharge of employees of the Company and its subsidiaries, closing, selling, developing and opening restaurants as contemplated by the annual budget approved by the Board (the "Annual Plan"), establishing and administering the Company's marketing plan, making improvements in and refurbishing the Company's restaurants consistent with the capital expenditure budget in the Annual Plan, administering and managing the day-to-day operation of the restaurants, granting new franchises and administering and managing the franchise operations consistent with the Annual Plan; provided that without the approval of the Board, the Executive shall not take any major action not contemplated by or consistent with the Annual Plan and the Authority Limits.
3. Compensation.
 - (a) Base Salary. During the Employment Period, the Executive shall receive from the Company an annual base salary ("Annual Base Salary") at the rate of \$675,000, payable in accordance with the Company's and RRI's normal payroll policy. The Executive's Annual Base Salary shall be subject to annual review by the Board of Directors during the Employment Term; provided, however, subject to the following sentence, that so long as the Executive holds both the office of Chief Executive Officer and Chairman of the Board, the Executive's Annual Base Salary may not be reduced below \$675,000. In the event that the Executive no longer serves as Chief Executive Officer but remains Chairman of the Board as contemplated above in Section 2(a), his Annual Base Salary will be modified to an amount mutually agreed upon by the Company and the Executive at such time, but in no event, without the consent of the Executive, shall such amount be less than 50% of the Annual Base Salary in effect immediately prior to the change in position.
 - (b) Annual Incentive Compensation. In addition to the Annual Base Salary, the Executive shall be eligible to receive a cash bonus each fiscal year during the Employment Period as determined in accordance with the Company's annual incentive plan and as approved by the compensation committee of the Board. In the event that the Executive no longer serves as Chief Executive Officer but remains Chairman of the Board as contemplated above, his target cash bonus will be modified to an amount mutually agreed upon by the Company and the Executive at such time, but in no event, without the consent of the Executive, shall such amount be less than 50% of the target cash bonus in effect immediately prior to the change in position.
 - (c) Other Benefits. During the Employment Period: (i) the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs of the Company and RRI to the same extent as other senior executive employees, and (ii) the Executive and/or the Executive's family, as the case may be, shall be eligible to participate in, and shall receive all benefits under, all welfare benefit plans, practices, policies and programs provided by the Company and RRI (including, to the extent provided, without limitation, medical, prescription, dental, disability, salary continuance, employee life insurance, group life insurance, accidental death and travel accident insurance plans and programs) to the same extent as other senior executive employees.
 - (d) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable travel and other expenses incurred by the Executive in carrying out the Executive's duties under this Agreement, provided that the Executive complies with the policies, practices and procedures of the Company and RRI for submission of expense reports, receipts or similar documentation of the incurrence and purpose of such expenses (collectively referred to herein as "Expense Policies").

- (e) Commuting Expenses. During the Employment Period, the Company and RRI shall pay or reimburse the Executive for travel expenses actually incurred by the Executive in commuting between Arizona and Denver, Colorado; provided that the Executive complies with the Expense Policies, and provided further that such expenses shall be subject to review for reasonableness at least quarterly by the chairman of the compensation committee of the Board.
- (f) Air Travel. The Executive may fly on charter or private aircraft to commute from Arizona to Denver, Colorado and otherwise for appropriate business use, subject in each case to the Executive's compliance with the Expense Policies and the Company's policy for non-commercial air travel as established by the Board.
- (g) Automobile Allowance. During the Employment Period, the Executive shall be paid a car allowance in the gross amount of \$1,000 per month.
- (h) Grant of Restricted Stock. Effective as of April 17, 2007, the Company granted to the Executive Seventy-Five Thousand (75,000) shares of restricted Common Stock under the Company's 2004 Performance Incentive Plan, and otherwise on the terms and conditions set forth in the Restricted Stock Award Agreement between the Company and the Executive.
- (i) The Company reserves the right to modify, suspend or discontinue any and all of the above-referenced employee benefit plans, practices, policies and programs at any time without recourse by the Executive so long as such action is taken with respect to senior executives generally and does not single out the Executive.

3

4. Termination.

- (a) Death or Disability. The Executive's employment shall terminate automatically upon the Executive's death. If the Company determines in good faith that the Disability of the Executive has occurred, it may give to the Executive written notice of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive, provided that, within the 30 days after such receipt, the Executive shall not have returned to full-time performance of his duties.
- (b) Cause. The Company may terminate the Executive's employment at any time for Cause.
- (c) Transition Event. With the mutual approval of the Executive and a majority of the Board, the Company may terminate the Executive's employment as Chief Executive Officer and Chairman of the Board in connection with the hiring or promotion of another individual into such positions (a "Transition Event"), by delivery of not less than thirty (30) days' advance written notice to the Executive of the effective date of termination.
- (d) By the Company without Cause. The Company may terminate the Executive's employment at any time without Cause by delivery of not less than thirty (30) days' advance written notice to the Executive of the effective date of termination. In the event the Board determines that Executive should relinquish his position as Chief Executive Officer as contemplated by Section 2(a) hereof, but the parties are unable to agree on appropriate modification to this Agreement, then so long as the modifications proposed by the Board comply with the minimum requirements set forth in Sections 3(a) and (b) hereof, the subsequent termination of the Executive's employment shall have the same effect under only this Agreement as a resignation of Executive (and shall not be deemed a resignation under any other agreement between the Company and Executive, including the Restricted Stock Grant Agreements dated February 27, 2007 and April 17, 2007).
- (e) Change in Control. Executive's employment shall terminate upon the occurrence of a Change in Control Event.
- (f) Expiration of Stated Term. Unless earlier terminated pursuant to the preceding subparagraphs of this Section 4 or by the Executive's earlier resignation, the Executive's employment shall otherwise terminate automatically upon the expiration of the stated term of this Agreement.
- (g) Obligations of the Company Upon Termination.
- (i) Death, Disability or Resignation. If the Executive's employment is terminated by reason of the Executive's Death, Disability or resignation, this Agreement shall terminate without further obligations to the Executive or his legal representatives under this Agreement, other than for (A) payment of the sum of (1) the Executive's Annual Base Salary through the date of termination to the

4

extent not theretofore paid, and (2) any compensation previously deferred by the Executive (together with any accrued interest or earnings thereon) and any accrued vacation pay, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (1) and (2) shall be hereinafter referred to as the "Accrued Obligations"), which Accrued Obligations shall be paid to the Executive or his estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the effective date of termination; (B) payment on the next bonus payment date immediately following the effective date of termination, but no later than two and one half months after the last day of the year that includes the effective date of termination, of a pro rata share (determined on the basis of the number of days during which the Executive was employed by the Company during the applicable fiscal year prior to the effective date of termination) of the bonus that would otherwise be payable pursuant to Section 3(b) hereof had the Executive continued to be employed by the Company on such bonus payment date; and (C) payment to the Executive or his estate or beneficiary, as applicable, of any amounts due pursuant to the terms of any applicable welfare benefit plans; provided, however, that as conditions precedent to receiving the payments and benefits provided for in this Section 4(g)(i) in the event of Executive's resignation (other than payment of the Accrued Obligations), the Executive shall first execute and deliver to the Company and RRI a general release agreement substantially in the form attached hereto as Exhibit A, and all rights of the Executive thereunder or under applicable law to rescind or revoke the release shall have expired.

(ii) Cause. If the Executive's employment is terminated by the Company for Cause, this Agreement shall terminate without further obligations to the Executive other than for the payment of Accrued Obligations through the date of termination in a lump sum in cash within 30 days of the effective date of termination. If it is subsequently determined that the Company did not have Cause for termination pursuant to Section 4(b) hereof, then the Company's decision to terminate shall be deemed to have been made under Section 4(c) hereof, and the amounts payable under Section 4(g)(iv) hereof shall be the only amounts the Executive may receive on account of his termination.

(iii) Transition Event. If, prior to the expiration of the stated term of this Agreement, the Company terminates the Executive's employment in connection with a Transition Event, this Agreement shall terminate without further obligations to the Executive under this Agreement, other than for (A) payment of Accrued Obligations through the effective date of termination in a lump sum in cash within 30 days of the effective date of termination, (B) payment on the next bonus payment date immediately following the effective date of termination, but no later than two and one half months after the last day of the year that includes the effective date of termination, of the pro rata share (determined on the basis on the number of days during which the Executive served the Company during the applicable fiscal year prior to the effective date of termination) of the bonus that would otherwise have been payable had the Executive continued to be employed by the Company on such bonus payment date; and (C) payment to the Executive of any amounts due

of any applicable welfare benefit plans; provided, however, that as conditions precedent to receiving the payments and benefits provided for in this Section 4(g)(iii) (other than payment of the Accrued Obligations), the Executive shall first execute and deliver to the Company and RRI a general release agreement substantially in the form attached hereto as Exhibit A, and all rights of the Executive thereunder or under applicable law to rescind or revoke the release shall have expired.

(iv) Upon Change in Control Event or by the Company without Cause. If, prior to the expiration of the stated term of this Agreement, the Company terminates the Executive's employment upon the occurrence of a Change in Control Event, for any reason other than for Cause or other than in connection with a Transition Event, this Agreement shall terminate without further obligations to the Executive other than:

(A) payment of Accrued Obligations through the effective date of termination in a lump sum in cash within 30 days of the effective date of termination;

(B) continued payment of the Executive's Annual Base Salary as in effect immediately prior to the date of termination (such payments to be made in accordance with the Company's normal payroll practices) for a period consisting of (1) twenty-four (24) months following the effective date of termination in the event of a Change in Control Event or (2) the lesser of twelve (12) months following the effective date of termination for any reason other than for Cause or other than in connection with a Transition Event or the remainder of the existing Employment Period (the applicable period, being referred to herein as the "Severance Period"); provided that such payments made before the date which is 6 months after the effective date of termination shall not exceed twice the lesser of (1) the sum of Executive's Annual Base Salary and Annual Incentive Compensation during the year prior to the year that includes the effective date of termination, or (2) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code (\$230,000 in 2008), and any excess amount shall be included in the payment made to Executive on the regular pay date coincident with or next following the date which is 6 months after the effective date of termination;

(C) (1) upon a Change in Control Event, two times the annual bonus amount earned by the Executive for performance in the last completed calendar year prior to the Change in Control Event for which bonuses have been paid or are payable (which annual bonus may be in the aggregate if the Executive has earned more than one bonus payment for such calendar year), or (2) upon a termination for any reason other than for Cause or other than in connection with a Transition Event, payment on the next bonus payment date immediately following the effective date of

termination, but no later than two and one half months after the last day of the year that includes the effective date of termination, of the pro rata share (determined on the basis on the number of days during which the Executive served the Company during the applicable fiscal year prior to the effective date of termination) of the bonus that would otherwise have been payable had the Executive continued to be employed by the Company on such bonus payment date, subject in each case of the benefits in clauses (A), (B) and (C) to standard withholdings and other authorized deductions; and

(D) payment (or reimbursement to the Executive) of the cost of continuing coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") or otherwise, if COBRA does not apply, for the Executive and his spouse under the Company's and RRI's then existing medical, dental and prescription insurance plans for the Severance Period, provided that Executive elects such continuing coverage in accordance with the requirements of each such plan (provided that during any period when the Executive is eligible to receive such benefits under any employer-provided plan or through any government-sponsored program such as Medicare, the benefits provided under this clause (D) may be made secondary to those provided under such other plan);

provided, however, that as conditions precedent to receiving the payments and benefits provided for in this Section 4(g)(iv) (other than payment of the Accrued Obligations), the Executive shall first execute and deliver to the Company and RRI a general release agreement substantially in the form attached hereto as Exhibit A, and all rights of the Executive thereunder or under applicable law to rescind or revoke the release shall have expired.

(v) Expiration of Stated Term. In the event that the Executive's employment is otherwise terminated by reason of the expiration of the term of this Agreement, the Company shall have no further obligations to the Executive other than for (A) the timely payment of Accrued Obligations through the date of termination; (B) payment on the next bonus payment date immediately following the effective date of termination of a pro rata share (determined on the basis of the number of days during which the Executive was employed by the Company during the applicable fiscal year prior to the effective date of termination) of the bonus that would otherwise be payable pursuant to Section 3(b) hereof had the Executive continued to be employed by the Company on such bonus payment date; and (C) payment to the Executive of any amounts due pursuant to the terms of any applicable welfare benefit plans.

(vi) Exclusive Remedy. The Executive agrees that the payments contemplated by this Section 4(g) shall constitute the exclusive and sole remedy for any termination of his employment, and the Executive covenants not to assert

or pursue any other remedies, at law or in equity, with respect to any termination of employment; provided, however, that nothing contained in this Section 4(g)(vi) shall prevent the Executive from otherwise challenging in a subsequent arbitration proceeding a determination by the Company that it was entitled to terminate the Executive's employment hereunder for Cause.

(h) Survival of Certain Obligations Following Termination. Notwithstanding any other provision contained in this Agreement, the provisions in Sections 6 through 21 of this Agreement shall survive any termination of the Executive's employment hereunder (but shall be subject to the Executive's right to receive the payments and benefits provided under this Section 4).

5. Stated Term. Subject to earlier termination pursuant to Section 4 above, the term of this Agreement shall be deemed to have commenced as of the Effective Date and shall continue through December 31, 2010.

6. Confidential Information. The Executive shall not disclose to any person or entity or use, any information not in the public domain, in any form, acquired by the Executive while he was employed or associated with the Company or RRI or, if acquired following the termination of such association, such information which, to the Executive's knowledge, has been acquired, directly or indirectly, from any person or entity owing a duty of confidentiality to the Company or RRI, relating to the Company or

its business. The Executive agrees and acknowledges that all of such information, in any form, and copies and extracts thereof are and shall remain the sole and exclusive property of the Company, and the Executive shall on request return to the Company the originals and all copies of any such information provided to or acquired by the Executive in connection with his association with the Company or RRI, and shall return to the Company all files, correspondence and/or other communications received, maintained and/or originated by the Executive during the course of such association.

7. **Covenant Not to Compete.** The Executive agrees that, for the period commencing on the Effective Date and ending on the second anniversary of the later to occur of (a) the date of termination of Executive's employment as Chief Executive Officer and (b) the date that Executive ceases to serve as Chairman, including due to expiration of the Employment Period (the "Restrictive Period"), the Executive shall not, in the Territory (hereinafter defined), directly or indirectly, either for himself or for, with or through any other Person, own, manage, operate, control, be employed by, participate in, loan money to or be connected in any manner with, or permit his name to be used by, any business that, in the reasonable judgment of the Board, competes with the Company and its subsidiaries in the casual dining restaurant business (a "**Competitive Activity**"). In making its judgment as to whether any business is engaged in a Competitive Activity, the Board shall act in good faith, and shall first provide the Executive with a reasonable opportunity to present such information as the Executive may desire for the Board's consideration. For purposes of this Agreement, the term "participate" includes any direct or indirect interest, whether as an officer, director, employee, partner, sole proprietor, trustee, beneficiary, agent, representative, independent contractor, consultant, advisor, provider of personal services, creditor, owner (other than by ownership of less than five percent of the stock of a publicly-held corporation whose stock is traded on a national securities exchange or in the

8

NASD National Market (a "**Public Company**"). "**Territory**" means North America and the territories of the United States in the Caribbean, including Puerto Rico.

8. **No Interference.** During the Restrictive Period, the Executive shall not, without the prior written approval of the Company, directly or indirectly through any other Person (i) induce or attempt to induce any employee of the Company or RRI at the level of assistant store manager or higher to leave the employ of the Company or RRI, or in any way interfere with the relationship between the Company or RRI and any employee thereof, (ii) hire any Person who was an employee of the Company or RRI at the level of assistant store manager or higher within twelve months after such Person's employment with the Company or RRI was terminated for any reason or (iii) induce or attempt to induce any supplier or other business relation of the Company or RRI to cease doing business with the Company or RRI, or in any way interfere with the relationship between any such supplier or business relation and the Company or RRI.

9. **Return of Documents.** In the event of the termination of the Executive's employment for any reason, the Executive shall deliver to the Company all of (i) the property of the Company or any of its subsidiaries, and (ii) non-personal documents and data of any nature and in whatever medium of the Company or any of its subsidiaries, and he shall not take with him any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

10. **Reasonableness of Restrictions.** The Executive agrees that the covenants set forth in Sections 6, 7, 8 and 9 are reasonable with respect to their duration, geographical area and scope. In the event that any of the provisions of Sections 6, 7, 8, and 9 relating to the geographic or temporal scope of the covenants contained therein or the nature of the business or activities restricted thereby shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems enforceable, such provision shall be deemed to be replaced herein by the maximum restriction deemed enforceable by such court.

11. **Injunctive Relief.** The parties hereto agree that the Company would suffer irreparable harm from a breach by the Executive of any of the covenants or agreements contained herein, for which there is no adequate remedy at law. Therefore, in the event of the actual or threatened breach by the Executive of any of the provisions of this Agreement, the Company, or its respective successors or assigns, may, in addition and supplementary to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance, injunctive or other relief in order to enforce compliance with, or prevent any violation of, the provisions hereof; and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Executive from engaging in activities prohibited hereby or such other relief as may be required to specifically enforce any of the covenants contained herein.

12. **Extension of Restricted Periods.** In addition to the remedies the Company may seek and obtain pursuant to this Agreement, the restricted periods set forth herein shall be extended by any and all periods during which the Executive shall be found by a court to have been in violation of the covenants contained herein.

9

13. **Definitions.** As used herein, unless the context otherwise requires, the following terms have the following respective meanings:

"**Cause**" means with respect to the termination by the Company of the Executive as an employee of the Company:

- (i) the Executive's continual or deliberate neglect in the performance of his material duties;
- (ii) the Executive's failure to devote substantially all of his working time to the business of the Company and its subsidiaries (other than as expressly permitted in this Agreement);
- (iii) the Executive's willful failure to follow the lawful directives of the Board in any material respect;
- (iv) the Executive's engaging willfully in misconduct in connection with the performance of any of his duties, including, without limitation, falsifying or attempting to falsify documents, books or records of the Company or its subsidiaries, misappropriating or attempting to misappropriate funds or other property, or securing or attempting to secure any personal profit in connection with any transaction entered into on behalf of the Company or its subsidiaries;
- (v) the violation by the Executive, in any material respect, of any policy or of any code or standard of behavior or conduct generally applicable to employees of the Company or its subsidiaries;
- (vi) the Executive's breach of the material provisions of this Agreement or any other non-competition, non-interference, non-disclosure, confidentiality or other similar agreement executed by the Executive with the Company or any of its subsidiaries or other active disloyalty to the Company or any of its subsidiaries (including, without limitation, aiding a competitor or unauthorized disclosure of confidential information); or
- (vii) the Executive's engaging in conduct which is reasonably likely to result in material injury to the reputation of the Company or any of its subsidiaries, including, without limitation, commission of a felony, fraud, embezzlement or other crime involving moral turpitude, or sexual harassment.

"**Change in Control Event**" means:

- (i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (a "**Person**")) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 30% or more of either (1) the then-outstanding

shares of common stock of the Company (the “Outstanding Company Common Stock”) or (2) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors

10

(the “Outstanding Company Voting Securities”); provided, however, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control Event; (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliate of the Company or a successor, or (D) any acquisition by any entity pursuant to a transaction that complies with subsections (iii)(A), (B) and (C) below;

(ii) In the event the Board is a classified board, a majority of the individuals who serve in the same class of directors that constitute the Board as of the Effective Date (the “Incumbent Board”) cease for any reason to constitute at least a majority of that class of directors, or in the event the Board is not a classified board, members of the Incumbent Board cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board (including for these purposes, the new members whose election or nomination was so approved, without counting the member and his predecessor twice) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its Subsidiaries (each, a “Business Combination”), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company’s assets directly or through one or more subsidiaries (a “Parent”)) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or a Parent or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination or Parent) beneficially owns, directly or indirectly, more than 30% of, respectively, the then-

11

outstanding shares of common stock of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that the ownership in excess of more than 30% existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors or trustees of the entity resulting from such Business Combination or a Parent were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company;

provided, however, that any of the foregoing events shall constitute a Change in Control Event only if Executive’s employment with the Company as Chairman of the Board or as Chief Executive Officer is involuntarily terminated for a reason other than Cause or Executive voluntarily terminates for Good Reason within eighteen (18) months following such Change of Control Event.

“Disability” means a physical or mental impairment which substantially limits a major life activity of the Executive and which renders the Executive unable to perform the essential functions of his position, even with reasonable accommodation which does not impose an undue hardship on the Company. The Company reserves the right, in good faith, to make the determination of disability under this Agreement based upon information supplied by the Executive and/or his medical personnel, as well as information from medical personnel (or others) selected by the Company or its insurers.

“Good Reason” means the occurrence of any of the following after the applicable Change in Control Event: (i) a reduction in Executive’s compensation; (ii) a relocation of the Company’s headquarters to a location more than twenty (20) miles from the location of the Company’s pre-Change of Control Event headquarters; or (iii) a significant reduction in the then-effective responsibilities of Executive as Chairman of the Board or Chief Executive Officer without Executive’s prior written consent; provided that Executive gives written notice to the Company of the existence of such a condition within 90 days of the initial existence of the condition and the Company has at least 30 days from the date when such notice is provided to cure the condition without being required to make payments due to termination by the Company upon Change in Control Event.

14. Arbitration. Any controversy arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other controversy arising out of the Executive’s employment, including, but not limited to, any state or federal statutory claims, shall be submitted to arbitration in Denver, Colorado, before a sole arbitrator selected from Judicial Arbitrator Group, Inc., Denver, Colorado, or its successor (“JAG”), or if JAG is no longer able to supply the arbitrator, such arbitrator shall be selected from the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) or other mutually agreed upon arbitration provider, as the exclusive forum for the resolution of such dispute. Provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are

12

pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator’s award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or the Executive’s employment. The parties agree that Company shall be responsible for payment of the forum costs of any arbitration hereunder, including the Arbitrator’s fee. The Executive and the Company further agree that in any proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to its or his reasonable attorneys’ fees and costs incurred by it or him in connection with resolution of the dispute in addition to any other relief granted.

15. Governing Law. This Agreement and the legal relations hereby created between the parties hereto shall be governed by and construed under and in

accordance with the internal laws of the State of Colorado, without regard to conflicts of laws principles thereof.

16. Taxes.

(a) Except as otherwise provided in Section 20, and to the extent specifically provided in Section 17, Executive shall be solely liable for Executive's tax consequences of compensation and benefits payable under this Agreement, including any consequences of the application of Section 409A of the Code.

(b) In order to comply with all applicable federal or state income tax laws or regulations, the Company may withhold from any payments made under this Agreement all applicable federal, state, city or other applicable taxes.

17. Section 409A Savings Clause.

(a) It is the intention of the parties that compensation or benefits payable under this Agreement not be subject to the additional tax imposed pursuant to Section 409A of the Code. To the extent such potential payments or benefits could become subject to such Section, the parties shall cooperate to amend this Agreement with the goal of giving Executive the economic benefits described herein in a manner that does not result in such tax being imposed.

(b) Notwithstanding anything in this Agreement to the contrary, if on the date of termination of Executive's employment with the Company,

(i) Executive would not have a separation from service within the meaning of Section 409A of the Code and the Treasury Regulations thereunder ("Separation From Service"), and as a result of such termination of employment would receive any payment that, absent the application of this Section 17(b)(i),

13

would be subject to additional tax imposed pursuant to Section 409A of the Code, then such payment shall instead be payable on the date that is the earliest of (A) Executive's Separation From Service, (B) the date the Executive becomes disabled (within the meaning of Section 409A(a)(2)(C) of the Code), (C) the Executive's death, or (D) such other date as will not result in such payment being subject to such additional tax; and if

(ii) Executive is a specified employee within the meaning of Section 409A(a)(2)(B)(i) of the Code and would receive any payment sooner than 6 months after Executive's separation from service that, absent the application of this Section 17(b)(ii), would be subject to additional tax imposed pursuant to Section 409A of the Code as a result of such status as a specified employee, then such payment shall instead be payable on the date that is the earliest of (A) 6 months after Executive's Separation From Service, (B) the Executive's death, or (C) such other date as will not result in such payment being subject to such additional tax.

18. Entire Agreement. This Agreement (including Exhibits) constitutes and contains the entire agreement and final understanding concerning the Executive's employment with the Company and the other subject matters addressed herein between the parties. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is a fully integrated agreement.

19. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Board (or a person expressly authorized thereby) and the Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

20. Gross-Up Payments.

(a) Anything in this Agreement to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Agreement) (a "Payment") would be subject to the excise tax imposed by Code Section 4999 or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes imposed upon the Gross-Up Payment (including any interest or penalties imposed with respect to such taxes), the Executive retains an amount of the Gross-Up Payment equal to the excise tax imposed upon the Payments. Such Gross-Up Payment shall be made by

14

the Company by December 31 of the year following the year in which the Executive is required to remit the related Excise Tax. This provision is intended to override the cut-back provisions of Section 7.7 of the Company's 2004 Performance Incentive Plan. Notwithstanding the foregoing provisions of this Section, if it is determined that the Executive is entitled to a Gross-Up Payment, but that the Payments do not exceed by \$25,000 the greatest amount that could be paid to the Executive such that the receipt of Payments would not give rise to any excise tax (the "Reduced Amount"), then no Gross-Up Payment shall be made to the Executive and the Payments, in the aggregate, shall be reduced to the Reduced Amount.

(b) Subject to the provisions of Section 20(c) below, all determinations required to be made under this Section 20, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a certified public accounting firm designated by the Board (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive. If the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control Event, the Board shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) If the Executive is, or could be, entitled to receive a Gross-Up Payment, pursuant to Section 20(a) the Executive shall take any position requested by the Company (a "Requested Position") on the Executive's federal income tax returns with respect to the treatment of the Payment from the Company, any Gross-Up Payment, the payment of any Indemnified Amount (as defined below), and the receipt of any refund or interest paid by the government to the Executive as a result of a Contest (as defined below), provided that: (i) the Company shall provide the Executive with an opinion from a nationally recognized accounting firm that there is "substantial authority" for the Requested Position within the meaning of Code Section 6662; and (ii) the general long term or senior unsecured corporate credit rating of the Company or its successor is at least BBB- as rated by Standard & Poors and Baa3 as rated by Moody's Investor Services at the time the Executive would be required to take a Requested Position or the Company places in an escrow account or otherwise provides security reasonably requested by Executive to ensure payment to the Executive of the indemnity amount that could become due to the Executive pursuant to the following sentence. The Company shall indemnify the Executive for any tax, penalty and interest incurred by him as a result of taking the Requested Position. The amount for which the Executive is indemnified under the preceding sentence (the "Indemnified Amount") shall be computed on an after-tax basis, taking into account any income, Excise or other taxes, including interest and penalties. The Executive shall keep the Company informed of all developments in any audit with respect to a Requested Position. Upon payment of the Indemnified Amount, or

(if the Indemnified Amount is not yet payable) upon the Company's written affirmation, in form and substance reasonably satisfactory to the Executive, of the Company's obligation to indemnify the Executive with respect to the Requested Position, and provided part (ii) of the first sentence of this Section 20(c) is satisfied at such time, the Company shall be

entitled, at its sole expense, to control the contest of any disallowance or proposed disallowance of a Requested Position (a "Contest"), and the Executive agrees to cooperate in connection with a Contest, including, without limitation, executing powers of attorney and other documents at the reasonable request of the Company. The Indemnified Amount shall be payable whenever an amount is payable to the Internal Revenue Service as a result of the disallowance of a Requested Position, but shall be paid no later than December 31 of the year following the year in which such amount is payable to the Internal Revenue Service. Following payment by the Company of the Indemnified Amount, if the Requested Position is sustained by the Internal Revenue Service or the courts, the Company shall be entitled to any resulting receipt of interest or refund of taxes, interest and penalties that were properly attributable to the Indemnified Amount. If a Requested Position is sustained in whole or in part in a final resolution of a Contest, and if the Indemnified Amount therefore exceeds the amount of taxes, penalties and interest payable by the Executive as a result of the Requested Position (determined on an after-tax basis after taking into account payments made pursuant to the preceding sentence and this sentence), any such excess portion of the Indemnified Amount shall be treated as a loan by the Company to the Executive, which loan the Executive must repay to the Company together with interest at the applicable federal rate under Code Section 7872(f)(2).

21. Miscellaneous.

(a) Binding Effect. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Executive, the Company and their respective heirs, successors and assigns, except that the Executive may not assign his rights or delegate his obligations hereunder without the prior written consent of the Company.

(b) Notices. All notices required to be given hereunder shall be in writing and shall be deemed to have been given if (i) delivered personally or by documented courier or delivery service, (ii) transmitted by facsimile during normal business hours or (iii) mailed by registered or certified mail (return receipt requested and postage prepaid) to the following listed persons at the addresses and facsimile numbers specified below, or to such other persons, addresses or facsimile numbers as a party entitled to notice shall give, in the manner hereinabove described, to the others entitled to notice:

(i) If to the Company, to:

Red Robin Gourmet Burgers, Inc.
6312 South Fiddler's Green Circle, Suite 200N
Greenwood Village, CO 80111
Attention: Board of Directors, Lead Director and General Counsel
Facsimile No.: 303-846-6048

with a copy to:

Davis Graham & Stubbs LLP
1550 Seventeenth Street, Suite 500

Denver, Colorado 80202
Attention: Ronald R. Levine, II
Facsimile No.: 303-893-1379

If to the Executive, to:

Dennis B. Mullen
c/o Red Robin Gourmet Burgers, Inc.
6312 South Fiddler's Green Circle, Suite 200N
Greenwood Village, CO 80111
E-mail: dmullen@redrobin.com

with a copy to:

Roger C. Cohen, Esq.
Snell & Wilmer
Tabor Center
1200 Seventeenth Street, Suite 1900
Denver, Colorado 80202
Facsimile No.: (303) 634-2020

If given personally or by documented courier or delivery service, or transmitted by facsimile, a notice shall be deemed to have been given when it is received. If given by mail, it shall be deemed to have been given on the third business day following the day on which it was posted.

(c) Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(e) Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

(f) Savings Clause. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RED ROBIN GOURMET BURGERS, INC.

By: /s/ Edward T. Harvey
Edward T. Harvey, Lead Director

EXECUTIVE

By: /s/ Dennis B. Mullen
Dennis B. Mullen

STRICTLY CONFIDENTIAL

EXHIBIT A

GENERAL RELEASE

1. Definitions.

I intend all words used by this Release to have their plain meanings in ordinary English. These terms shall have the following meanings:

- A. *I, me, my* and *Releasor* mean me and anyone who has or obtains any legal rights or claims through me.
- B. *Employer* means: (i) Red Robin Gourmet Burgers, Inc. and Red Robin International, Inc. (collectively, the "Company"), (ii) any company related to the Company in the past or present, (iii) the past and present officers, directors, employees, shareholders, attorneys, agents and representatives of the Company, (iv) any present or past employee benefit plan sponsored by the Company and/or officers, directors, trustees, administrators, employees, attorneys, agents and representatives of such plan, (v) and any person who acted on behalf of the Company on instruction from the Company.
- C. *Employment Agreement* means that certain Second Amended and Restated Employment Agreement dated as of March 10, 2008, between me and the Company.
- D. *My claims* means all of my rights to any relief of any kind from the Employer, including but not limited to:
 - 1. All claims I now have, whether or not I now know about such claims, including all claims arising out of or relating to my past employment with Employer, the termination of that employment or statements or actions of the Employer including, but not limited to: breach of contract; defamation; infliction of emotional distress; wrongful discharge; workers' compensation retaliation; violation of the Age Discrimination in Employment Act of 1967; Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Acts of 1866 and 1871; the Civil Rights Act of 1991; the Family and Medical Leave Act; the National Labor Relations Act; The Americans with Disabilities Act; COBRA; ERISA; the anti-discrimination laws of the state in which I reside and of any other state; the Wage Claim Act or corresponding statute of the state in which I reside; and/or any other federal, state or local statute, law, ordinance, regulation, order or principle of common law;
 - 2. All claims I have now, whether or not I know about the claims, for any type of relief from the Employer, including, but not limited to, all claims for back pay, front pay, lost benefits, reinstatement, liquidated damages, punitive damages, and damages for any alleged breach of contract, any tort claim and any alleged personal injury or emotional injury or damage; and

B-1

- 3. All claims for attorneys' fees;

but excluding my rights to receive payments and benefits pursuant to Section 4(e)(iv) of my Employment Agreement.

2. Agreement to Release My Claims.

In exchange for my right to receive payments and other benefits under Section 4(e)(iv) of my Employment Agreement, I agree to give up all My Claims against the Employer and give up all other actions, causes of action, claims or administrative complaints that I have against the Employer. I will not bring any lawsuits or administrative claims against the Employer relating to the claims that I have released nor will I allow any lawsuits or claims to be brought or continued on my behalf or in my name. The money and other consideration I receive pursuant to Section 4(e)(iv) of my Employment Agreement is a full and fair payment for the release of My Claims and the Employer does not owe me anything further for My Claims. Separate from this agreement, I will also receive any compensation due me for the last pay period during which I was an employee of Employer and compensation for earned vacation pay. My rights to receive the other payments and benefits due under Section 4(e)(iv) of my Employment Agreement shall be effective only after receipt by the Employer of this Release, signed by me and properly notarized, and after the expiration of the seven (7) day revocation period mentioned in Section 5, below. I understand that I will not receive any payments due me under Section 4(e)(iv) of my Employment Agreement (other than payment of the Accrued Obligations under clause (1) thereof) if I revoke or rescind this Release, and in any event, until after the seven (7) day revocation period has expired.

I further agree to:

- A. Reimburse the Employer for any cost; loss; expense, including reasonable attorneys' fees; awards or judgments resulting from my failure to perform my obligations under this Release or under my Employment Agreement or from any misstatement or omission I have made in this Release; and
- B. Indemnify, defend and save harmless the Employer from any costs, liability or expense, including reasonable attorneys' fees, arising from the taxation, if any, of any amounts received by me pursuant to this Release, including but not limited to any penalties or administrative expenses.

3. Additional Agreement and Understandings.

Even though the Employer will pay me to settle and release My Claims, the Employer does not admit that it is legally obligated to me, and the Employer denies that it is responsible or legally obligated for My Claims or that it has engaged in any improper conduct or wrongdoing against me.

I have read this Release carefully and understand its terms. I am hereby being advised by the Employer to consult with an attorney prior to signing this Release. My decision to sign or not to sign this Release is my own voluntary decision made with full knowledge

B-2

that the Employer has advised me to consult with an attorney. In agreeing to sign this Release, I have not relied on any statement or explanation of my rights or obligations made by the Employer or its attorneys.

I am old enough to sign this Release and to be legally bound by the agreements that I am making. I represent that I have not filed for personal bankruptcy or been involved in any personal bankruptcy proceeding between the time any of My Claims accrued and date of my signature below. I am legally able and entitled to receive the entire sum of money being paid to me by the Employer in settlement of My Claims. I have not assigned or pledged any of My Claims or any portion of them to any third person. I am a resident of the State of _____ and have executed this Release within the State of _____. I understand and agree that this Release contains all the agreements between the Employer and me relating to this settlement, and that it supersedes all prior negotiations and agreements relating to the subject matter hereof.

4. Twenty-One Day Period to Consider the Release.

I understand that I have twenty-one (21) days from the day that I receive this Release, not counting the day upon which I receive it, to consider whether I wish to sign this Release. If I cannot make up my mind in that time, the Employer may or may not allow more time. I acknowledge that if I sign this Release before the end of the twenty-one (21) day period, it will be my personal, voluntary decision to do so.

5. Seven Day Period to Rescind the Release.

I understand that I may rescind (that is, cancel) this Release for any reason within seven (7) calendar days after I sign and deliver it to the Employer. I understand that my notice rescinding this agreement must be in writing and hand-delivered or mailed to the Employer. If mailed, my notice rescinding this agreement must be:

A. Postmarked within seven (7) days after I sign and deliver this agreement to the Employer;

B. Properly addressed to: Red Robin Gourmet Burgers, Inc.
Red Robin International, Inc.
6312 South Fiddler's Green Circle, Suite 200 North
Greenwood Village, CO 80111
Attention: Chief Legal Officer

and

C. Sent by certified mail, return receipt requested, postage pre-paid.

6. Confidentiality.

I understand that part of the consideration paid to me by the Employer is in consideration for my agreement to keep the fact of this Release and its terms strictly confidential, except as required by law. I may not discuss, disclose or reveal, directly or indirectly, the

B-3

fact of this Release or its terms or conditions to any person, corporation, or other entity, other than to my accountant, legal advisor and members of my immediate family who (prior to disclosure to them) shall likewise agree in writing to maintain the confidentiality of this Release. Neither may I provide any information, assistance or encouragement of any kind to any person firm or corporation concerning the investigation or prosecution of any claim against the Employer, except pursuant to EEOC requirements or court order. If I violate the terms of this Section 6, I shall be liable to the Employer for the return of all payments made pursuant to Section 4(e)(iv) of my Employment Agreement (other than payment of the Accrued Obligations thereunder and for the Employer's costs and attorneys' fees in any action brought to enforce the provisions of this Section 6. The parties agree that fixing the amount of damages caused by my breach of this Section 6 would be difficult or impossible to ascertain, that the amount for which I would become liable to Employer upon my breach of my obligations under this Section 6 is a fair and reasonable estimate of the damages that Employer may sustain as a result of my breach. On that basis, the amount I have agreed to pay to Employer upon my breach of my obligations under this Section 6 shall be payable as liquidated damages for my breach and not as a penalty.

7. Non-Disparagement.

I agree that I will not, directly or indirectly, make or ratify any statement, public or private, oral or written, to any person that disparages, either professionally or personally, the Company or its parents, subsidiaries and affiliates, past and present, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them.

8. Survival of Certain Provisions of Employment Agreement.

Sections 6 through 21 of the Employment Agreement shall survive the termination of my employment and are incorporated herein by reference as if fully set forth.

9. Choice of Law.

This Release shall be deemed to have been executed and delivered within the State of Colorado, and my rights and obligations and the rights and obligations of the Employer hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Colorado without regard to principles of conflict of laws.

10. Arbitration.

Any dispute or controversy arising out of interpretation or enforcement of this Release shall be resolved pursuant to the terms set forth in Section 14 of the

11. Severability.

If any provision of this Release is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the

B-4

contrary, such remaining provisions shall be fully severable, and this Release shall be construed and enforced as if such invalid provisions never had been inserted in the Release.

RELEASOR

Dennis B. Mullen
Date: _____

STATE OF _____)
COUNTY OF _____) ss:

Subscribed and sworn to me a Notary Public in and for the state of _____ by _____ this _____ day of _____, 200_____.

Notary Public in and for the State of _____
My commission expires: _____

ACCEPTED FOR EMPLOYER:

RED ROBIN GOURMET BURGERS, INC.
RED ROBIN INTERNATIONAL, INC.

By: _____
Title: _____
Date: _____

B-5

CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT, dated as of the 10th day of March, 2008, is made by and between Red Robin Gourmet Burgers, Inc., a Delaware corporation (the "Company") and Eric C. Houseman (the "Executive").

WHEREAS, the Company recognizes that it is difficult to attract and retain highly qualified executives unless a certain degree of security can be offered to such individuals against organizational and personnel changes which frequently follow changes in control of a corporation; and

WHEREAS, even rumors of acquisitions or mergers may cause executives to consider major career changes in an effort to assure financial security for themselves and their families; and

WHEREAS, the Company desires to assure continuity of management and fair treatment of its executives in the event of a Change in Control (as defined below) and to allow them to make critical career decisions without undue time pressure and financial uncertainty, thereby increasing their willingness to remain with the Company notwithstanding the outcome of a possible Change in Control transaction; and

WHEREAS, the Company recognizes that its executives will be involved in evaluating or negotiating any offers, proposals or other transactions which could result in Changes in Control of the Company and believes that it is in the best interest of the Company and its stockholders for such executives to be in a position, free from personal financial and employment considerations, to be able to assess objectively and pursue aggressively the interests of the Company's stockholders in making these evaluations and carrying on such negotiations; and

WHEREAS, the Board of Directors (the "Board") of the Company believes it is essential to provide Executive with compensation arrangements upon a Change in Control that provide Executive with individual financial security and that are competitive with those of other corporations, and in order to accomplish these objectives, the Board has caused the Company to enter into this Agreement.

NOW THEREFORE, the parties, for good and valuable consideration and intending to be legally bound, agree as follows:

1. **Operation and Term of Agreement.** This Agreement shall be effective as of the date first set forth above. This Agreement may be terminated by the Company upon 24 months' advance written notice to Executive; provided, however, that after a Change in Control of the Company during the term of this Agreement, this Agreement shall remain in effect until all of the obligations of the parties under the Agreement are satisfied and the Protection Period has expired. Prior to a Change in Control, this Agreement shall immediately terminate upon termination of Executive's employment or upon Executive's ceasing to be an officer of the Company.

2. **Certain Definitions.** For purposes of this Agreement, the following words and phrases shall have the following meanings:

(a) "Cause" means: (i) Executive's continual or deliberate neglect in the performance of Executive's material duties; (ii) Executive's failure to devote substantially all of Executive's working time to the business of the Company and its subsidiaries (other than as expressly permitted in a written employment agreement between the Company and Executive); (iii) Executive's willful failure to follow the lawful directives of the Board or the Company's Chief Executive Officer in any material respect; (iv) Executive's engaging willfully in misconduct in connection with the performance of any of Executive's duties, including, without limitation, falsifying or attempting to falsify documents, books or records of the Company or its subsidiaries, misappropriating or attempting to misappropriate funds or other property, or securing or attempting to secure any personal profit in connection with any transaction entered into on behalf of the Company or its subsidiaries; (v) the violation by Executive, in any material respect, of any policy or of any code or standard of behavior or conduct generally applicable to employees of the Company or its subsidiaries; (vi) Executive's breach of the material provisions of this Agreement or any other non-competition, non-interference, non-disclosure, confidentiality or other similar agreement executed by Executive with the Company or any of its subsidiaries or other active disloyalty to the Company or any of its subsidiaries (including, without limitation, aiding a competitor or unauthorized disclosure of confidential information); or (vii) Executive's engaging in conduct which is reasonably likely to result in material injury to the reputation of the Company or any of its subsidiaries, including, without limitation, commission of a felony, fraud, embezzlement or other crime involving moral turpitude, or sexual harassment.

(b) "Change in Control" means:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (a "Person")) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% or more of either (1) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (2) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control; (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliate of the Company or a successor, or (D) any acquisition by any entity pursuant to a transaction that complies with subsections (iii)(A), (B) and (C) below;

(ii) In the event the Board is a classified board, a majority of the individuals who serve in the same class of directors that, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of that class of directors, or in the event the Board is not a classified board, members of the Incumbent Board cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board (including for these purposes, the new members whose election or nomination was so approved, without counting the member and his predecessor twice) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption

of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its Subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets directly or through one or more

subsidiaries (a “*Parent*”) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or a Parent or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination or Parent) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that the ownership in excess of more than 50% existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors or trustees of the entity resulting from such Business Combination or a Parent were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(c) “*Change in Control Date*” shall be any date during the term of this Agreement on which a Change in Control occurs. Anything in this Agreement to the contrary notwithstanding, if Executive’s employment or status as an officer with the Company is terminated within six (6) months before the date on which a Change in Control occurs, and it is reasonably demonstrated that such termination (i) was at the request of a third party who has taken steps reasonably calculated or intended to effect a Change in Control or (ii) otherwise arose in connection with or anticipation of a Change in Control, then for all purposes of this Agreement the “*Change in Control Date*” shall mean the date immediately before the date of such termination.

(d) “*Code*” shall mean the Internal Revenue Code of 1986, as amended.

(e) “*Disability*” means a “permanent and total disability” within the meaning of Section 22(c)(3) of the Code or as otherwise determined by the Board. The Company reserves

3

the right, in good faith, to make the determination of disability under this Agreement based upon information supplied by Executive and/or his medical personnel, as well as information from medical personnel (or others) selected by the Company or its insurers.

(f) “*Good Reason*” means the occurrence of any of the following after the applicable Change in Control: (i) a reduction in Executive’s compensation; (ii) a relocation of the Company’s headquarters to a location more than twenty (20) miles from the location of the Company’s headquarters immediately prior to the Change in Control Date; (iii) a significant reduction in the then-effective responsibilities of Executive without Executive’s prior written consent (for this purpose, if the Company ceases to be a publicly-traded corporation, Executive will not be deemed to have suffered such a reduction in the nature and scope of his responsibilities solely because of the change in the nature and scope thereof resulting from the Company no longer being publicly-traded); or (iv) any failure by the Company to obtain the assumption of the obligations contained in this Agreement by any successor as contemplated in Section 11(c) of this Agreement; provided that Executive gives written notice to the Company of the existence of such a condition within ninety (90) days of the initial existence of the condition and the Company has at least thirty (30) days from the date when such notice is provided to cure the condition without being required to make payments under this Agreement.

(g) “*Protection Period*” means the period beginning on the Change in Control Date and ending on the last day of the 18-month period following the Change in Control Date.

(h) “*Subsidiary*” means a company 50 percent or more of the voting securities of which are owned, directly or indirectly, by the Company.

3. **Vesting Upon Change in Control.** If, during the Protection Period, Executive’s employment is terminated by the Company other than for Cause or Disability or other than as a result of Executive’s death or if Executive terminates his employment for Good Reason, any and all Common Shares (as defined in Section 4(c)), options, restricted shares or other forms of securities issued by the Company and beneficially owned by Executive (whether granted before or after the date of this Agreement) that are unvested, restricted, or subject to any similar restriction that would otherwise require continued employment by Executive beyond the Change in Control Date in order to be vested in the hands of Executive shall vest automatically and become exercisable, or such restrictions shall lapse.

4. **Benefits Upon Termination Within a Protection Period.** If, during the Protection Period, Executive’s employment is terminated by the Company other than for Cause or Disability or other than as a result of Executive’s death or if Executive terminates his employment for Good Reason, the Company shall, subject to Sections 7 and 8, make the following payments to Executive:

(a) All earned and determinable, but unpaid, wages and all earned and determinable, but unused, vacation through the date of Executive’s termination shall be paid to Executive in a lump sum in cash within ten (10) days after the termination of Executive’s employment;

4

(b) A severance amount equal to two times Executive’s “*Annual Compensation*” shall be paid to Executive within ten (10) days after the termination of Executive’s employment, to the extent such amount is less than or equal to two times the lesser of (i) the sum of Executive’s Annual Compensation during the year prior to the year that includes the effective date of termination, or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code (\$230,000 in 2008) (“*Initial Amount*”). To the extent that the severance amount pursuant to this Section 4(b) exceeds the Initial Amount, the severance amount in excess of the Initial Amount shall be paid to Executive on the date that is the earliest of 6 months after Executive’s “*separation from service*” within the meaning of IRC Section 409A (a “*Separation from Service*”), Executive’s death, or such other date as will not result in such payment being subject to additional tax under Section 409A of the Code. For purposes of this Section 4, “*Annual Compensation*” shall be an amount equal to the sum of (i) Executive’s annual base salary from the Company and its Subsidiaries (including scheduled base salary increases or increases that are budgeted and approved either by the Compensation Committee of the Board of Directors or by the Board of Directors of the Company in advance of the Change in Control Date), annualized for any partial year, in effect immediately prior to the Change in Control Date; and (ii) the annual bonus amount earned by Executive for performance in the last completed calendar year prior to the Change in Control Date for which bonuses have been paid or are payable (which annual bonus may be in the aggregate if Executive has earned more than one bonus payment for such calendar year);

(c) Upon surrender by Executive (which surrender shall be at the sole option of Executive) of his outstanding options to purchase common shares of the Company (“*Common Shares*”) granted to Executive by the Company (the “*Outstanding Options*”), an amount in respect of each Outstanding Option (whether vested or not) equal to the difference between the exercise price of such Outstanding Option and the fair market value of the Common Shares at the time of such termination (but not less than the closing price for the Common Shares on NASDAQ, or such other national stock exchange on which such shares may be listed, on the last trading day such shares traded prior to the date of termination); and

(d) Upon Executive’s timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“*COBRA*”), the Company shall pay, on Executive’s behalf, the portion of premiums of Executive’s group health insurance, including coverage for your eligible dependents, that the Company paid immediately prior to the date of termination (“*COBRA Payments*”) for the period that you are entitled to coverage under COBRA, but not to exceed twenty-four months (“*COBRA Period*”). The Company will pay such COBRA Payments for Executive’s eligible dependents only for coverage for which those dependents were enrolled immediately prior to the Date of Termination. Executive will continue to be required to pay that portion of the premium of Executive’s health coverage, including coverage for Executive’s eligible dependents, that Executive was required to pay as an active employee immediately prior to the date of termination. Within 30 days following the end of the COBRA Period, the Company shall pay to Executive in a lump sum an amount equal to the product of (x) the amount of the COBRA payment

5. **Non-exclusivity of Rights.** Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive, or other plans, practices, policies, or programs provided by the Company or any of its Subsidiaries and for which Executive may qualify, nor shall anything in this Agreement limit or otherwise affect such rights as Executive may have under any stock option or other agreements with the Company or any of its Subsidiaries. Amounts that are vested benefits or that Executive is otherwise entitled to receive under any plan, practice, policy, or program of the Company or any of its Subsidiaries at or subsequent to the date of termination shall be payable in accordance with such plan, practice, policy, or program; provided, however, that Executive shall not be entitled to severance pay, or benefits similar to severance pay, under any plan, practice, policy, or program generally applicable to employees of the Company or any of its Subsidiaries.

6. **Full Settlement; No Obligation to Seek Other Employment; Legal Expenses.** The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations under this Agreement shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right, or action that the Company may have against Executive or others. Executive shall not be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement. The Company agrees to pay, within five days following timely written demand by Executive, but no later than the last day of the third calendar year following the calendar year in which Executive experiences a Separation from Service, all legal fees and expenses Executive may reasonably incur as a result of any dispute or contest (regardless of outcome) by or with the Company or others regarding the validity or enforceability of, or liability under, any provision of this Agreement; provided that such legal fees and expenses are incurred on or before the last day of the second calendar year following the year in which Executive experienced a Separation from Service. In any such action brought by Executive for damages or to enforce any provisions of this Agreement, he shall be entitled to seek both legal and equitable relief and remedies, including, without limitation, specific performance of the Company's obligations under this Agreement, in Executive's sole discretion.

7. **Gross-Up Payments.**

(a) Anything in this Agreement to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Agreement) (a "Payment") would be subject to the excise tax imposed by Code Section 4999 or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by Executive of all taxes imposed upon the Gross-Up Payment (including any interest or penalties imposed with respect to such taxes but excluding any taxes or interest imposed by Section 409A of the Code), Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. This provision is intended to override the cut-back provisions of Section 7.7 of the Company's 2004 Performance Incentive Plan and 2007 Performance Incentive Plan, and any similar cut-back provision in any plan adopted by the

Company following the date of this Agreement. Any Gross Up Payment shall be paid to Executive on or before the date that is ten (10) days prior to the date when Executive is legally required to remit such taxes. Notwithstanding the foregoing provisions of this Section 7, if it is determined that Executive is entitled to a Gross-Up Payment, but that the Payments do not exceed by \$25,000 the greatest amount that could be paid to Executive such that the receipt of Payments would not give rise to any excise tax (the "Reduced Amount"), then no Gross-Up Payment shall be made to Executive and the Payments, in the aggregate, shall be reduced to the Reduced Amount.

(b) Subject to the provisions of Section 7(c) below, all determinations required to be made under this Section 7, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a certified public accounting firm designated by the Board (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and Executive. If the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control Event, the Board shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) If Executive is, or could be, entitled to receive a Gross-Up Payment, pursuant to Section 7(a) Executive shall take any position requested by the Company (a "Requested Position") on Executive's federal income tax returns with respect to the treatment of the Payment from the Company, any Gross-Up Payment, the payment of any Indemnified Amount (as defined below), and the receipt of any refund or interest paid by the government to Executive as a result of a Contest (as defined below), provided that: (i) the Company shall provide Executive with an opinion from a nationally recognized accounting firm that there is "substantial authority" for the Requested Position within the meaning of Code Section 6662; and (ii) the general long term or senior unsecured corporate credit rating of the Company or its successor is at least BBB- as rated by Standard & Poors and Baa3 as rated by Moody's Investor Services at the time Executive would be required to take a Requested Position or the Company places in an escrow account or otherwise provides security reasonably requested by Executive to ensure payment to Executive of the indemnity amount that could become due to Executive pursuant to the following sentence. The Company shall indemnify Executive for any tax, penalty and interest incurred by him as a result of taking the Requested Position. The amount for which Executive is indemnified under the preceding sentence (the "Indemnified Amount") shall be computed on an after-tax basis, taking into account any income, Excise or other taxes, including interest and penalties. Executive shall keep the Company informed of all developments in any audit with respect to a Requested Position. Upon payment of the Indemnified Amount, or (if the Indemnified Amount is not yet payable) upon the Company's written affirmation, in form and substance reasonably satisfactory to Executive, of the Company's obligation to indemnify Executive with respect to the Requested Position, and provided part (ii) of the first sentence of this Section 7(c) is satisfied at such time, the Company shall be entitled, at its sole expense, to control the contest of any disallowance or proposed disallowance of a Requested Position (a "Contest"), and Executive agrees to cooperate in connection with a Contest, including, without limitation, executing powers of attorney and other documents at the reasonable request of the Company. The Indemnified Amount shall be paid to Executive on or before the date that is ten

(10) days prior to the date when Executive is legally required to remit such payment as a result of the disallowance of a Requested Position. Following payment by the Company of the Indemnified Amount, if the Requested Position is sustained by the Internal Revenue Service or the courts, the Company shall be entitled to any resulting receipt of interest or refund of taxes, interest and penalties that were properly attributable to the Indemnified Amount. If a Requested Position is sustained in whole or in part in a final resolution of a Contest, and if the Indemnified Amount therefore exceeds the amount of taxes, penalties and interest payable by Executive as a result of the Requested Position (determined on an after-tax basis after taking into account payments made pursuant to the preceding sentence and this sentence), any such excess portion of the Indemnified Amount shall be treated as a loan by the Company to Executive, which loan Executive must repay to the Company together with interest at the applicable federal rate under Code Section 7872(f)(2); provided, however, that if at the time the Company is to make such payment, a loan to Executive would not be permitted under the Sarbanes-Oxley Act of 2002, as amended, because Executive continues to be an officer or director of the Company, the Company shall pursue such appeal in a manner that does not require Executive to make such excess payment to the applicable taxing authority.

8. **Code Section 409A Savings Provision.** Notwithstanding anything in this Agreement to the contrary, the following provisions related to payments treated

as deferred compensation under Code Section 409A shall apply:

(a) If, on the date of Executive's Separation from Service, Executive is a "specified employee," within the meaning of Sections 409A(a)(2)(A)(i) and 409A(a)(2)(B)(i) of the Code, and as a result of such Separation from Service Executive would receive any payment that, absent the application of these provisions, would be subject to the constructive receipt, interest, and additional tax provisions of Code Section 409A(a), then any such payment shall be made on the date that is the earliest of:

(i) six (6) months after Executive's Separation from Service, (ii) Executive's date of death, or (iii) such other earliest date for which such payment will not be subject to such constructive receipt, interest, and additional tax.

(b) If Executive would not have a Separation from Service and, as a result of Executive's termination of employment, would receive any payment that, absent the application of this Section 8(b), would be subject to additional tax imposed pursuant to Section 409A of the Code, then such payment shall instead be payable on the date that is the earliest of (i) Executive's Separation from Service, (ii) the date Executive becomes disabled (within the meaning of Section 409A(a)(2)(C) of the Code), (iii) Executive's death, or (iv) such other earliest date for which such payment will not be subject to such constructive receipt, interest, and additional tax.

(c) It is the intention of the parties that all amounts payable under this Agreement not be subject to the constructive receipt, interest, and additional tax resulting from the application of Code Section 409A. To the extent such amounts could become subject to such constructive receipt, interest, and additional tax, the parties shall cooperate to amend this Agreement with the goal of giving Executive the same or equivalent value of the benefits described in this Agreement in a manner that does not result in such constructive receipt, interest, and additional tax.

8

9. Confidentiality and Nonsolicitation Provisions.

(a) **Confidentiality.** Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge, or data relating to the Company or any of its Subsidiaries, and their respective businesses, obtained by Executive during Executive's employment by the Company or any of its Subsidiaries and that has not become public knowledge (other than by acts of Executive or Executive's representatives in violation of this Agreement). After the date of termination of Executive's employment with the Company, Executive shall not, without the prior written consent of the Company, communicate or divulge any such information, knowledge, or data to anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section constitute a basis for deferring or withholding any amounts otherwise payable to Executive under this Agreement.

(b) **Non-Solicitation.** Executive, for the twelve (12) month period immediately following the date of termination of Executive's employment, shall not, either on his own account or jointly with or as a manager, agent, officer, employee, consultant, partner, joint venturer, owner or shareholder or otherwise on behalf of any other person, firm or corporation, directly or indirectly solicit or attempt to solicit away from the Company any of its officers or employees or offer employment to any person who, on or during the six (6) months immediately preceding the date of such solicitation or offer, is or was an officer or employee of the Company; *provided, however*, that (i) a general solicitation or advertisement to which an employee of the Company responds shall in no event be deemed to result in a breach of this Section 9(b), and (ii) it shall not be a violation of this Section 9(b) for Executive to directly or indirectly solicit the employment of, or to hire, his current executive assistant.

(c) **Survival; Reformation.** The provisions of this Section 9 shall survive the termination or expiration of this Agreement and Executive's employment with the Company and shall be fully enforceable thereafter. If it shall be finally determined that any restriction in this Section 9 is excessive in duration or scope or is unreasonable or unenforceable under the laws of any state or jurisdiction, it is the intention of the parties that such restriction may be modified or amended to render it enforceable to the maximum extent permitted by the law of that state or jurisdiction.

(d) **Remedies; Equitable Relief.** Should Executive violate the non-solicitation provisions of Section 9(b), Executive will be obligated to pay back to the Company all payments received pursuant to this Agreement and the Company will have no further obligation to pay Executive any payments that may be remaining due under this Agreement. In the event that Executive breaches or threatens to breach any of the provisions of this Section 9, in addition to and without limiting or waiving any other remedies available to the Company under this Agreement, in law or in equity, the Company shall be entitled to immediate injunctive relief in any court, domestic or foreign, having the capacity to grant such relief, to restrain such breach or threatened breach and to enforce the provisions of this Section 9.

9

10. Successors.

(a) This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives or successor(s) in interest. Executive may designate a successor (or successors) in interest to receive any and all amounts due Executive in accordance with this Agreement should Executive be deceased at any time of payment. Such designation of successor(s) in interest shall be made in writing and signed by Executive, and delivered to the Company pursuant to Section 15(b). This Section 11(a) shall not supersede any designation of beneficiary or successor in interest made by Executive, or separately covered, under any other plan, practice, policy, or program of the Company.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company or any successor and without regard to the form of transaction utilized to acquire the business or assets of the Company, to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or parentage had taken place. As used in this Agreement, "Company" shall mean the Company as defined above and any successor to its business or assets as aforesaid (and any Parent of the Company or any successor) that is required by this clause to assume and agree to perform this Agreement or which otherwise assumes and agrees to perform this Agreement.

11. **Notice of Termination.** Any termination of Executive's employment by the Company for Cause or by Executive for Good Reason shall be communicated by Notice of Termination to the other party given in accordance with Section 15(b) of this Agreement. For purposes of this Agreement, a "Notice of Termination" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) if the date of termination is other than the date of receipt of such notice, specifies the termination date (which date shall be not more than 15 days after the giving of such notice).

12. **Requirements and Benefits if Executive Is Employee of Subsidiary of Company.** If Executive is an employee of any Subsidiary of the Company, he shall be entitled to all of the rights and benefits of this Agreement as though he were an employee of the Company and the term "Company" shall be deemed to include the Subsidiary by whom Executive is employed. The Company guarantees the performance of its Subsidiary under this Agreement.

13. **Release of Claims.** All payments under this Agreement will be contingent upon the execution of a Release of Claims by and between Executive and the Company in the form attached as Appendix A to this Agreement.

14. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. In the event of any conflict between this Agreement and the Company's 1996 Stock Option Plan, 2000 Management Performance Common Stock Option Plan, 2002 Stock Incentive Plan, 2004 Performance Incentive Plan, 2007 Performance Incentive Plan, any incentive plan pursuant to which Executive has awards outstanding as of the date of this Agreement or any other incentive plan that is adopted by the Company following the date of this Agreement, the agreement or plan with the more favorable terms to Executive shall control for purposes of such conflict. This Agreement supersedes all prior oral or written promises or agreements between the parties related to the subject matter hereof. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties or their respective successors and legal representatives.

(b) All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, to the addresses for each party as first written above or to such other address as either party shall have furnished to the other in writing in accordance with this Section. Notices and communications to the Company shall be addressed to the attention of the Company's Corporate Secretary. Notice and communications shall be effective when actually received by the addressee.

(c) Whenever reference is made in this Agreement to any specific plan or program of the Company, to the extent that Executive is not a participant in the plan or program or has no benefit accrued under it, whether vested or contingent, as of the Change in Control Date, then such reference shall be null and void, and Executive shall acquire no additional benefit as a result of such reference.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(e) The Company may withhold from any amounts payable under this Agreement such Federal, state, or local taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(f) Executive's failure to insist upon strict compliance with any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision.

IN WITNESS WHEREOF, Executive has set his hand to this Agreement and, pursuant to the authorization from the Board, the Company has caused this Agreement to be executed as of the day and year first above written.

RED ROBIN GOURMET BURGERS, INC.

By: /s/ Dennis B. Mullen
Name: Dennis B. Mullen
Title: Chief Executive Officer

EXECUTIVE

/s/ Eric C. Houseman
Eric C. Houseman

APPENDIX A

FORM OF GENERAL RELEASE

I, Eric C. Houseman, for good and valuable consideration, including the performance by Red Robin Gourmet Burgers, Inc., a Delaware corporation (the "Company"), of certain obligations under that certain Change in Control Agreement dated as of March 10, 2008 between myself and the Company (the "Change in Control Agreement"), do hereby release and forever discharge as of the date hereof, the Company and all present, future and former subsidiaries, affiliates, directors, officers, agents, attorneys, insurers, shareholders, representatives and employees of the Company (including all subsidiaries, affiliates, directors, officers, agents, attorneys, insurers, shareholders, partners, representatives and employees thereof), and the successors and assigns of each of them (collectively, the "Released Parties") to the extent provided below.

1. Except as provided in Section 2 below, I knowingly and voluntarily release and forever discharge the Company and the other Released Parties from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, damages (however styled, including compensatory, liquidated, punitive or exemplary damages), claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (from the beginning of the world through the date of this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators, representatives or assigns, have or may have, which arise out of or are connected with my employment or association with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, as amended; the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990, as amended; the Family and Medical Leave Act of 1993, as amended; the Civil Rights Act of 1866, as amended; the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), as amended ("ADEA"), subject to Section 15 below; the Worker Adjustment Retraining and Notification Act, as amended; the Employee Retirement Income Security Act of 1974, as amended; any applicable Executive Order Programs; the Fair Labor Standards Act, as amended; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims"). As part of the release set forth in this Section 1, I fully and forever covenant not to sue or cause to be sued the Company or any other Released Party with respect to any Claims.

2. This General Release shall not relinquish, diminish, or in any way affect (i) any accrued benefits under the terms of the Change in Control Agreement or any other plans or programs of the Company which are due to me, (ii) rights for indemnification as a director, officer or employee of the Company under the Company's certificate of incorporation or bylaws for duly approved acts taken prior to the date of this General Release, subject to the provisions

thereof, or (iii) rights under any director & officer insurance or similar insurance policies in effect prior to the date of this General Release.

3. I represent that I have made no assignment or transfer of any Claims, or any other matter covered by Section 1 above. I agree that I will indemnify, defend and hold harmless the Company from any and all Claims so assigned and transferred. I have not been involved in any personal bankruptcy or other insolvency proceedings at any time since I began my employment with the Company. No child support orders, garnishment orders, or other orders requiring that money owed to me by the Company be paid to any other person are now in effect.

4. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied that are released by me. I further acknowledge and agree that my separation from employment with the Company shall not serve as the basis for any claim or action. I agree that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release. I therefore agree that in the event a Claim is brought seeking damages against me in violation of the terms of this General Release, or in the event a party should seek to recover against the other in any Claim brought by a governmental agency on such party's behalf, this General Release shall serve as a complete defense to such Claims. I further agree that I am not aware of any pending or threatened charge or complaint of the type described above as of the execution of this General Release.

5. I agree that, by my signature below, I hereby resign from all positions, including any board memberships, related to the Company and its subsidiaries contemporaneously with the execution of this General Release.

6. I understand that this General Release embodies the complete agreement and understanding among the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

7. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

8. This General Release shall be binding in all respects upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto; provided that I acknowledge that I may not assign my rights under the this General Release without the prior written consent of the Company. I agree, upon reasonable request of the Company, to execute, acknowledge and

deliver any additional instrument or documents that may be reasonably required to carry out the intentions of this General Release. This General Release may be executed in counterparts and facsimile signatures shall be originals for all purposes.

9. I agree that this General Release shall be interpreted and construed in accordance with the laws of the State of Colorado and that any disputes arising under this General Release or by any asserted breach of it, or from the employment relationship between the Company and Executive, shall be litigated in the state or federal courts in Colorado and I consent to such jurisdiction.

10. I represent that I am over the age of forty (40). As part of the release set forth in Section 1, I knowingly and voluntarily agree to waive any rights or claims arising out of or relating to the ADEA (the "ADEA Waiver") and acknowledge that I have been informed of the following:

- a. I represent and acknowledge that I am waiving any and all rights or claims that I may have arising under the ADEA;
- b. I represent and acknowledge that I have been informed of my right to consult with an attorney regarding these ADEA rights, before executing this General Release;
- c. I know and understand that I am not waiving any rights or claims that may arise after the date this waiver of ADEA rights is executed;
- d. I know and understand that in exchange for the waiver of my rights under the ADEA, I am receiving consideration in addition to any consideration to which I am already entitled;
- e. BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND ACKNOWLEDGE THAT I HAVE BEEN INVITED AND ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING THIS DOCUMENT. I acknowledge and understand that I have been given a period of at least twenty-one (21) days in which to consider the terms of the ADEA Waiver provided to me; and
- f. I understand that I have the right to revoke this ADEA Waiver contained in this General Release at any time within seven (7) days after signing this General Release, by providing written notice to the following address: Red Robin Gourmet Burgers, Inc., 6312 So Fiddlers Green Circle, Suite 200, Greenwood Village, CO 80111, Attention: General Counsel, and that, upon such revocation, this General Release will not have any further legal force and effect. I further understand and agree that this General Release shall not become effective or enforceable until this seven day revocation period has expired.

By signing this General Release, I further represent and agree that:

- (i) I have read it carefully;
- (ii) I understand all of its terms and know that I am giving up important rights, including but not limited to, rights under Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990, as amended; and the Employee Retirement Income Security Act of 1974, as amended;
- (iii) I voluntarily consent to everything in this General Release;
- (iv) I have been advised to consult with an attorney before executing this General Release and I have done so or, after careful reading and consideration I have chosen not to do so of my own volition;

- (v) I have signed this General Release knowingly and voluntarily and with the advice of any counsel retained to advise me with respect to this General Release;
- (vi) I agree that the provisions of this General Release may not be amended, waived, changed or modified except by an instrument in writing signed by an authorized representative of the Company and by me.

DATE: _____, 20_____

Eric C. Houseman

Acknowledged and agreed to this _____ day of _____,

Red Robin Gourmet Burgers, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____

FORM OF CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT, dated as of the 10th day of March, 2008, is made by and between Red Robin Gourmet Burgers, Inc., a Delaware corporation (the "Company") and (the "Executive").

WHEREAS, the Company recognizes that it is difficult to attract and retain highly qualified executives unless a certain degree of security can be offered to such individuals against organizational and personnel changes which frequently follow changes in control of a corporation; and

WHEREAS, even rumors of acquisitions or mergers may cause executives to consider major career changes in an effort to assure financial security for themselves and their families; and

WHEREAS, the Company desires to assure continuity of management and fair treatment of its executives in the event of a Change in Control (as defined below) and to allow them to make critical career decisions without undue time pressure and financial uncertainty, thereby increasing their willingness to remain with the Company notwithstanding the outcome of a possible Change in Control transaction; and

WHEREAS, the Company recognizes that its executives will be involved in evaluating or negotiating any offers, proposals or other transactions which could result in Changes in Control of the Company and believes that it is in the best interest of the Company and its stockholders for such executives to be in a position, free from personal financial and employment considerations, to be able to assess objectively and pursue aggressively the interests of the Company's stockholders in making these evaluations and carrying on such negotiations; and

WHEREAS, the Board of Directors (the "Board") of the Company believes it is essential to provide Executive with compensation arrangements upon a Change in Control that provide Executive with individual financial security and that are competitive with those of other corporations, and in order to accomplish these objectives, the Board has caused the Company to enter into this Agreement.

NOW THEREFORE, the parties, for good and valuable consideration and intending to be legally bound, agree as follows:

1. **Operation and Term of Agreement.** This Agreement shall be effective as of the date first set forth above. This Agreement may be terminated by the Company upon 24 months' advance written notice to Executive; provided, however, that after a Change in Control of the Company during the term of this Agreement, this Agreement shall remain in effect until all of the obligations of the parties under the Agreement are satisfied and the Protection Period has expired. Prior to a Change in Control, this Agreement shall immediately terminate upon termination of Executive's employment or upon Executive's ceasing to be an officer of the Company.

2. **Certain Definitions.** For purposes of this Agreement, the following words and phrases shall have the following meanings:

(a) "Cause" means: (i) Executive's continual or deliberate neglect in the performance of Executive's material duties; (ii) Executive's failure to devote substantially all of Executive's working time to the business of the Company and its subsidiaries (other than as expressly permitted in a written employment agreement between the Company and Executive); (iii) Executive's willful failure to follow the lawful directives of the Company's Chief Executive Officer or Executive's immediate supervisor in any material respect; (iv) Executive's engaging willfully in misconduct in connection with the performance of any of Executive's duties, including, without limitation, falsifying or attempting to falsify documents, books or records of the Company or its subsidiaries, misappropriating or attempting to misappropriate funds or other property, or securing or attempting to secure any personal profit in connection with any transaction entered into on behalf of the Company or its subsidiaries; (v) the violation by Executive, in any material respect, of any policy or of any code or standard of behavior or conduct generally applicable to employees of the Company or its subsidiaries; (vi) Executive's breach of the material provisions of this Agreement or any other non-competition, non-interference, non-disclosure, confidentiality or other similar agreement executed by Executive with the Company or any of its subsidiaries or other active disloyalty to the Company or any of its subsidiaries (including, without limitation, aiding a competitor or unauthorized disclosure of confidential information); or (vii) Executive's engaging in conduct which is reasonably likely to result in material injury to the reputation of the Company or any of its subsidiaries, including, without limitation, commission of a felony, fraud, embezzlement or other crime involving moral turpitude, or sexual harassment.

(b) "Change in Control" means:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (a "Person")) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% or more of either (1) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (2) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliate of the Company or a successor, or (D) any acquisition by any entity pursuant to a transaction that complies with subsections (iii)(A), (B) and (C) below;

(ii) A majority of the individuals who serve on the Board as of the date hereof (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board (including for these purposes, the new members whose election or nomination was so approved, without counting the member and his predecessor twice) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest

with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its Subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets directly or through one or more subsidiaries (a "Parent")) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or a Parent or any

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

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(c) “*Change in Control Date*” shall be any date during the term of this Agreement on which a Change in Control occurs. Anything in this Agreement to the contrary notwithstanding, if Executive’s employment or status as an officer with the Company is terminated within six (6) months before the date on which a Change in Control occurs, and it is reasonably demonstrated that such termination (i) was at the request of a third party who has taken steps reasonably calculated or intended to effect a Change in Control or (ii) otherwise arose in connection with or anticipation of a Change in Control, then for all purposes of this Agreement the “Change in Control Date” shall mean the date immediately before the date of such termination.

(d) “*Code*” shall mean the Internal Revenue Code of 1986, as amended.

(e) “*Disability*” means a “permanent and total disability” within the meaning of Section 22(c)(3) of the Code or as otherwise determined by the Board. The Company reserves the right, in good faith, to make the determination of disability under this Agreement based upon

3

information supplied by Executive and/or his medical personnel, as well as information from medical personnel (or others) selected by the Company or its insurers.

(f) “*Good Reason*” means the occurrence of any of the following after the applicable Change in Control: (i) a reduction in Executive’s compensation; (ii) a relocation of the Company’s headquarters to a location more than twenty (20) miles from the location of the Company’s headquarters immediately prior to the Change in Control Date; (iii) a significant reduction in the then-effective responsibilities of Executive without Executive’s prior written consent (for this purpose, if the Company ceases to be a publicly-traded corporation, Executive will not be deemed to have suffered such a reduction in the nature and scope of his responsibilities solely because of the change in the nature and scope thereof resulting from the Company no longer being publicly-traded); or (iv) any failure by the Company to obtain the assumption of the obligations contained in this Agreement by any successor as contemplated in Section 11(c) of this Agreement; provided that Executive gives written notice to the Company of the existence of such a condition within ninety (90) days of the initial existence of the condition and the Company has at least thirty (30) days from the date when such notice is provided to cure the condition without being required to make payments under this Agreement.

(g) “*Protection Period*” means the period beginning on the Change in Control Date and ending on the last day of the 18-month period following the Change in Control Date.

(h) “*Subsidiary*” means a company 50 percent or more of the voting securities of which are owned, directly or indirectly, by the Company.

3. **Vesting Upon Change in Control.** If, during the Protection Period, Executive’s employment is terminated by the Company other than for Cause or Disability or other than as a result of Executive’s death or if Executive terminates his employment for Good Reason, any and all Common Shares (as defined in Section 4(c)), options, restricted shares or other forms of securities issued by the Company and beneficially owned by Executive (whether granted before or after the date of this Agreement) that are unvested, restricted, or subject to any similar restriction that would otherwise require continued employment by Executive beyond the Change in Control Date in order to be vested in the hands of Executive shall vest automatically and become exercisable, or such restrictions shall lapse.

4. **Benefits Upon Termination Within a Protection Period.** If, during the Protection Period, Executive’s employment is terminated by the Company other than for Cause or Disability or other than as a result of Executive’s death or if Executive terminates his employment for Good Reason, the Company shall, subject to Sections 7 and 8, make the following payments to Executive:

(a) All earned and determinable, but unpaid, wages and all earned and determinable, but unused, vacation through the date of Executive’s termination shall be paid to Executive in a lump sum in cash within ten (10) days after the termination of Executive’s employment;

(b) A severance amount equal to one times Executive’s “Annual Compensation” shall be paid to Executive within ten (10) days after the termination of

4

Executive’s employment, to the extent such amount is less than or equal to two times the lesser of (i) the sum of Executive’s Annual Compensation during the year prior to the year that includes the effective date of termination, or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code (\$230,000 in 2008) (“*Initial Amount*”). To the extent that the severance amount pursuant to this Section 4(b) exceeds the Initial Amount, the severance amount in excess of the Initial Amount shall be paid to Executive on the date that is the earliest of 6 months after Executive’s “separation from service” within the meaning of IRC Section 409A (a “*Separation from Service*”), Executive’s death, or such other date as will not result in such payment being subject to additional tax under Section 409A of the Code. For purposes of this Section 4, “*Annual Compensation*” shall be an amount equal to the sum of (i) Executive’s annual base salary from the Company and its Subsidiaries (including scheduled base salary increases or increases that are budgeted and approved either by the Compensation Committee of the Board of Directors or by the Board of Directors of the Company in advance of the Change in Control Date), annualized for any partial year, in effect immediately prior to the Change in Control Date; and (ii) the annual bonus amount earned by Executive for performance in the last completed calendar year prior to the Change in Control Date for which bonuses have been paid or are payable (which annual bonus may be in the aggregate if Executive has earned more than one bonus payment for such calendar year);

(c) Upon surrender by Executive (which surrender shall be at the sole option of Executive) of his outstanding options to purchase common shares of the Company (“*Common Shares*”) granted to Executive by the Company (the “*Outstanding Options*”), an amount in respect of each Outstanding Option (whether vested or not) equal to the difference between the exercise price of such Outstanding Option and the fair market value of the Common Shares at the time of such termination (but not less than the closing price for the Common Shares on NASDAQ, or such other national stock exchange on which such shares may be listed, on the last trading day such shares traded prior to the date of termination); and

(d) Upon Executive’s timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“*COBRA*”), the Company shall pay, on Executive’s behalf, the portion of premiums of Executive’s group health insurance, including coverage for your eligible dependents, that the Company paid immediately prior to the date of termination (“*COBRA Payments*”) for the period that you are entitled to coverage under COBRA, but not to exceed twelve months (“*COBRA Period*”). The Company will pay such COBRA Payments for Executive’s eligible dependents only for coverage for which those dependents were enrolled immediately prior to the Date of Termination. Executive will continue to be required to pay that portion of the premium of Executive’s health coverage, including coverage for Executive’s eligible dependents, that Executive was required to pay as an active employee immediately prior to the date of termination. Within 30 days following the end of the COBRA Period, the Company shall pay to Executive in a lump sum an amount equal to the product of (x) the amount of the COBRA payment paid on Executive’s behalf for the final month of the COBRA Period and (y) the number of months by which the Cobra Period was less than twelve.

5. **Non-exclusivity of Rights.** Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive, or other plans, practices, policies, or programs provided by the Company or any of its Subsidiaries and for

5

which Executive may qualify, nor shall anything in this Agreement limit or otherwise affect such rights as Executive may have under any stock option or other agreements with the Company or any of its Subsidiaries. Amounts that are vested benefits or that Executive is otherwise entitled to receive under any plan, practice, policy, or program of the Company or any of its Subsidiaries at or subsequent to the date of termination shall be payable in accordance with such plan, practice, policy, or program; provided, however, that Executive shall not be entitled to severance pay, or benefits similar to severance pay, under any plan, practice, policy, or program generally applicable to employees of the Company or any of its Subsidiaries.

6. **Full Settlement; No Obligation to Seek Other Employment; Legal Expenses.** The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations under this Agreement shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right, or action that the Company may have against Executive or others. Executive shall not be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement. The Company agrees to pay, within five days following timely written demand by Executive, but no later than the last day of the third calendar year following the calendar year in which Executive experiences a Separation from Service, all legal fees and expenses Executive may reasonably incur as a result of any dispute or contest (regardless of outcome) by or with the Company or others regarding the validity or enforceability of, or liability under, any provision of this Agreement; provided that such legal fees and expenses are incurred on or before the last day of the second calendar year following the year in which Executive experienced a Separation from Service. In any such action brought by Executive for damages or to enforce any provisions of this Agreement, he shall be entitled to seek both legal and equitable relief and remedies, including, without limitation, specific performance of the Company's obligations under this Agreement, in Executive's sole discretion.

7. **Tax-Related Adjustment.**

(a) Anything in this Agreement to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Agreement) (a "Payment") would be subject to the excise tax imposed by Code Section 4999 or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), such Payment shall be reduced as described below. If the Payments are required to be reduced, they shall be reduced only to the extent required, to prevent the imposition upon Executive of any Excise Tax. Executive shall determine which elements of the Payments shall be reduced to conform to the provisions of this Section 7. Subject to the provisions of Section 7(b) below, all other determinations required to be made under this Section 7, including whether and when a reduction in Payments is required and the assumptions to be utilized in arriving at such determination, shall be made by a certified public accounting firm designated by the Board (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and Executive. If the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control Event, the Board shall appoint another nationally recognized accounting

6

firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(b) Executive shall take any position requested by the Company on Executive's federal income tax returns with respect to the treatment of the Payment from the Company, the payment of any Indemnified Amount (as defined below), and the receipt of any refund or interest paid by the government to Executive as a result of a Contest (as defined below) (such position, a "Requested Position"), provided that: (i) the Company shall provide Executive with an opinion from nationally recognized accounting firm that there is "substantial authority" for the Requested Position within the meaning of Code Section 6662, and (ii) the general long term or senior unsecured corporate credit rating of the Company or its successor is at least BBB- as rated by Standard & Poors and Baa3 as rated by Moody's Investor Services at the time Executive would be required to take a Requested Position or the Company places in an escrow account or otherwise provides security reasonably requested by Executive to ensure payment to Executive of the indemnity amount that could become due to Executive pursuant to the following sentence. The Company shall indemnify Executive for any tax, penalty and interest incurred by Executive as a result of taking the Requested Position. The amount for which Executive is indemnified under the preceding sentence (the "Indemnified Amount") shall be computed on an after-tax basis, taking into account any income, Excise or other taxes, including interest and penalties. Executive shall keep the Company informed of all developments in any audit with respect to a Requested Position. Upon payment of the Indemnified Amount, or (if the Indemnified Amount is not yet payable) upon the Company's written affirmation, in form and substance reasonably satisfactory to Executive, of the Company's obligation to indemnify Executive with respect to the Requested Position, and provided part (ii) of the first sentence of this Section 7(b) is satisfied at such time, the Company shall be entitled, at its sole expense, to control the contest of any disallowance or proposed disallowance of a Requested Position (a "Contest"), and Executive agrees to cooperate in connection with a Contest, including, without limitation, executing powers of attorney and other documents at the reasonable request of the Company. The Indemnified Amount shall be paid to Executive on or before the date that is ten (10) days prior to the date when Executive is legally required to remit such payment as a result of the disallowance of a Requested Position. Following payment by the Company of the Indemnified Amount, if the Requested Position is sustained by the Internal Revenue Service or the courts, the Company shall be entitled to any resulting receipt of interest or refund of taxes, interest and penalties that were properly attributable to the Indemnified Amount. If a Requested Position is sustained in whole or in part in a final resolution of a Contest, and if the Indemnified Amount therefore exceeds the amount of taxes, penalties and interest payable by Executive as a result of the Requested Position (determined on an after-tax basis after taking into account payments made pursuant to the preceding sentence and this sentence), any such excess portion of the Indemnified Amount shall be treated as a loan by the Company to Executive, which loan Executive must repay to the Company together with interest at the applicable federal rate under Code Section 7872(f)(2); provided, however, that if at the time the Company is to make such payment, a loan to Executive would not be permitted under the Sarbanes-Oxley Act of 2002, as amended, because Executive continues to be an officer or director of the Company, the Company shall pursue such appeal in a manner that does not require Executive to make such excess payment to the applicable taxing authority.

7

8. **Code Section 409A Savings Provision.** Notwithstanding anything in this Agreement to the contrary, the following provisions related to payments treated as deferred compensation under Code Section 409A shall apply:

(a) If, on the date of Executive's Separation from Service, Executive is a "specified employee," within the meaning of Sections 409A(a)(2)(A)(i) and 409A(a)(2)(B)(i) of the Code, and as a result of such Separation from Service Executive would receive any payment that, absent the application of these provisions, would be subject to the constructive receipt, interest, and additional tax provisions of Code Section 409A(a), then any such payment shall be made on the date that is the earliest of: (i) six (6) months after Executive's Separation from Service, (ii) Executive's date of death, or (iii) such other earliest date for which such payment will not be subject to such constructive receipt, interest, and additional tax.

(b) If Executive would not have a Separation from Service and, as a result of Executive's termination of employment, would receive any payment

that, absent the application of this Section 8(b), would be subject to additional tax imposed pursuant to Section 409A of the Code, then such payment shall instead be payable on the date that is the earliest of (i) Executive's Separation from Service, (ii) the date Executive becomes disabled (within the meaning of Section 409A(a)(2)(C) of the Code), (iii) Executive's death, or (iv) such other earliest date for which such payment will not be subject to such constructive receipt, interest, and additional tax.

(c) It is the intention of the parties that all amounts payable under this Agreement not be subject to the constructive receipt, interest, and additional tax resulting from the application of Code Section 409A. To the extent such amounts could become subject to such constructive receipt, interest, and additional tax, the parties shall cooperate to amend this Agreement with the goal of giving Executive the same or equivalent value of the benefits described in this Agreement in a manner that does not result in such constructive receipt, interest, and additional tax.

9. Confidentiality and Nonsolicitation Provisions.

(a) **Confidentiality.** Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge, or data relating to the Company or any of its Subsidiaries, and their respective businesses, obtained by Executive during Executive's employment by the Company or any of its Subsidiaries and that has not become public knowledge (other than by acts of Executive or Executive's representatives in violation of this Agreement). After the date of termination of Executive's employment with the Company, Executive shall not, without the prior written consent of the Company, communicate or divulge any such information, knowledge, or data to anyone other than the Company and those designated by it. In no event shall an asserted violation of the provisions of this Section constitute a basis for deferring or withholding any amounts otherwise payable to Executive under this Agreement.

(b) **Non-Solicitation.** Executive, for the twelve (12) month period immediately following the date of termination of Executive's employment, shall not, either on his own account or jointly with or as a manager, agent, officer, employee, consultant, partner, joint

8

venturer, owner or shareholder or otherwise on behalf of any other person, firm or corporation, directly or indirectly solicit or attempt to solicit away from the Company any of its officers or employees or offer employment to any person who, on or during the six (6) months immediately preceding the date of such solicitation or offer, is or was an officer or employee of the Company; *provided, however*, that (i) a general solicitation or advertisement to which an employee of the Company responds shall in no event be deemed to result in a breach of this Section 9(b), and (ii) it shall not be a violation of this Section 9(b) for Executive to directly or indirectly solicit the employment of, or to hire, **[his][her]** current executive assistant.

(c) **Survival; Reformation.** The provisions of this Section 9 shall survive the termination or expiration of this Agreement and Executive's employment with the Company and shall be fully enforceable thereafter. If it shall be finally determined that any restriction in this Section 9 is excessive in duration or scope or is unreasonable or unenforceable under the laws of any state or jurisdiction, it is the intention of the parties that such restriction may be modified or amended to render it enforceable to the maximum extent permitted by the law of that state or jurisdiction.

(d) **Remedies; Equitable Relief.** Should Executive violate the non-solicitation provisions of Section 9(b), Executive will be obligated to pay back to the Company all payments received pursuant to this Agreement and the Company will have no further obligation to pay Executive any payments that may be remaining due under this Agreement. In the event that Executive breaches or threatens to breach any of the provisions of this Section 9, in addition to and without limiting or waiving any other remedies available to the Company under this Agreement, in law or in equity, the Company shall be entitled to immediate injunctive relief in any court, domestic or foreign, having the capacity to grant such relief, to restrain such breach or threatened breach and to enforce the provisions of this Section 9.

10. Successors.

(a) This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives or successor(s) in interest. Executive may designate a successor (or successors) in interest to receive any and all amounts due Executive in accordance with this Agreement should Executive be deceased at any time of payment. Such designation of successor(s) in interest shall be made in writing and signed by Executive, and delivered to the Company pursuant to Section 15(b). This Section 11(a) shall not supersede any designation of beneficiary or successor in interest made by Executive, or separately covered, under any other plan, practice, policy, or program of the Company.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company or any successor and without regard to the form of transaction utilized to acquire the business or assets of the Company, to assume expressly and agree to perform this Agreement

9

in the same manner and to the same extent that the Company would be required to perform it if no such succession or parentage had taken place. As used in this Agreement, "Company" shall mean the Company as defined above and any successor to its business or assets as aforesaid (and any Parent of the Company or any successor) that is required by this clause to assume and agree to perform this Agreement or which otherwise assumes and agrees to perform this Agreement.

11. **Notice of Termination.** Any termination of Executive's employment by the Company for Cause or by Executive for Good Reason shall be communicated by Notice of Termination to the other party given in accordance with Section 15(b) of this Agreement. For purposes of this Agreement, a "Notice of Termination" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) if the date of termination is other than the date of receipt of such notice, specifies the termination date (which date shall be not more than 15 days after the giving of such notice).

12. **Requirements and Benefits if Executive Is Employee of Subsidiary of Company.** If Executive is an employee of any Subsidiary of the Company, he shall be entitled to all of the rights and benefits of this Agreement as though he were an employee of the Company and the term "Company" shall be deemed to include the Subsidiary by whom Executive is employed. The Company guarantees the performance of its Subsidiary under this Agreement.

13. **Release of Claims.** All payments under this Agreement will be contingent upon the execution of a Release of Claims by and between Executive and the Company in the form attached as Appendix A to this Agreement.

14. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. In the event of any conflict between this Agreement and the Company's 1996 Stock Option Plan, 2000 Management Performance Common Stock Option Plan, 2002 Stock Incentive Plan, 2004 Performance Incentive Plan, 2007 Performance Incentive Plan, any incentive plan pursuant to which Executive has awards outstanding as of the date of this Agreement or any other incentive plan that is

adopted by the Company following the date of this Agreement, the agreement or plan with the more favorable terms to Executive shall control for purposes of such conflict. This Agreement supersedes all prior oral or written promises or agreements between the parties related to the subject matter hereof. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties or their respective successors and legal representatives.

(b) All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, to the addresses for each party as first written above or to such other address as either party shall have furnished to the other in writing in accordance

10

with this Section. Notices and communications to the Company shall be addressed to the attention of the Company's Corporate Secretary. Notice and communications shall be effective when actually received by the addressee.

(c) Whenever reference is made in this Agreement to any specific plan or program of the Company, to the extent that Executive is not a participant in the plan or program or has no benefit accrued under it, whether vested or contingent, as of the Change in Control Date, then such reference shall be null and void, and Executive shall acquire no additional benefit as a result of such reference.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(e) The Company may withhold from any amounts payable under this Agreement such Federal, state, or local taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(f) Executive's failure to insist upon strict compliance with any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision.

IN WITNESS WHEREOF, Executive has set his hand to this Agreement and, pursuant to the authorization from the Board, the Company has caused this Agreement to be executed as of the day and year first above written.

RED ROBIN GOURMET BURGERS, INC.

By: _____

Name: _____

Title: _____

EXECUTIVE

[Name]

11

APPENDIX A

FORM OF GENERAL RELEASE

I, _____, for good and valuable consideration, including the performance by Red Robin Gourmet Burgers, Inc., a Delaware corporation (the "Company"), of certain obligations under that certain Change in Control Agreement dated as of March 10, 2008 between myself and the Company (the "Change in Control Agreement"), do hereby release and forever discharge as of the date hereof, the Company and all present, future and former subsidiaries, affiliates, directors, officers, agents, attorneys, insurers, shareholders, representatives and employees of the Company (including all subsidiaries, affiliates, directors, officers, agents, attorneys, insurers, shareholders, partners, representatives and employees thereof), and the successors and assigns of each of them (collectively, the "Released Parties") to the extent provided below.

1. Except as provided in Section 2 below, I knowingly and voluntarily release and forever discharge the Company and the other Released Parties from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, damages (however styled, including compensatory, liquidated, punitive or exemplary damages), claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (from the beginning of the world through the date of this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators, representatives or assigns, have or may have, which arise out of or are connected with my employment or association with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, as amended; the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990, as amended; the Family and Medical Leave Act of 1993, as amended; the Civil Rights Act of 1866, as amended; the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), as amended ("ADEA"), subject to Section 15 below; the Worker Adjustment Retraining and Notification Act, as amended; the Employee Retirement Income Security Act of 1974, as amended; any applicable Executive Order Programs; the Fair Labor Standards Act, as amended; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims"). As part of the release set forth in this Section 1, I fully and forever covenant not to sue or cause to be sued the Company or any other Released Party with respect to any Claims.

2. This General Release shall not relinquish, diminish, or in any way affect (i) any accrued benefits under the terms of the Change in Control Agreement or any other plans or programs of the Company which are due to me, (ii) rights for indemnification as a director, officer or employee of the Company under the Company's certificate of incorporation or bylaws for duly approved acts taken prior to the date of this General Release, subject to the provisions

thereof, or (iii) rights under any director & officer insurance or similar insurance policies in effect prior to the date of this General Release.

3. I represent that I have made no assignment or transfer of any Claims, or any other matter covered by Section 1 above. I agree that I will indemnify, defend and hold harmless the Company from any and all Claims so assigned and transferred. I have not been involved in any personal bankruptcy or other insolvency proceedings at

any time since I began my employment with the Company. No child support orders, garnishment orders, or other orders requiring that money owed to me by the Company be paid to any other person are now in effect.

4. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied that are released by me. I further acknowledge and agree that my separation from employment with the Company shall not serve as the basis for any claim or action. I agree that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release. I therefore agree that in the event a Claim is brought seeking damages against me in violation of the terms of this General Release, or in the event a party should seek to recover against the other in any Claim brought by a governmental agency on such party's behalf, this General Release shall serve as a complete defense to such Claims. I further agree that I am not aware of any pending or threatened charge or complaint of the type described above as of the execution of this General Release.

5. I agree that, by my signature below, I hereby resign from all positions, including any board memberships, related to the Company and its subsidiaries contemporaneously with the execution of this General Release.

6. I understand that this General Release embodies the complete agreement and understanding among the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

7. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

8. This General Release shall be binding in all respects upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto; provided that I acknowledge that I may not assign my rights under the this General Release without the prior written consent of the Company. I agree, upon reasonable request of the Company, to execute, acknowledge and

deliver any additional instrument or documents that may be reasonably required to carry out the intentions of this General Release. This General Release may be executed in counterparts and facsimile signatures shall be originals for all purposes.

9. I agree that this General Release shall be interpreted and construed in accordance with the laws of the State of Colorado and that any disputes arising under this General Release or by any asserted breach of it, or from the employment relationship between the Company and Executive, shall be litigated in the state or federal courts in Colorado and I consent to such jurisdiction.

10. **[Include if applicable]** I represent that I am over the age of forty (40). As part of the release set forth in Section 1, I knowingly and voluntarily agree to waive any rights or claims arising out of or relating to the ADEA (the "ADEA Waiver") and acknowledge that I have been informed of the following:

- a. I represent and acknowledge that I am waiving any and all rights or claims that I may have arising under the ADEA;
- b. I represent and acknowledge that I have been informed of my right to consult with an attorney regarding these ADEA rights, before executing this General Release;
- c. I know and understand that I am not waiving any rights or claims that may arise after the date this waiver of ADEA rights is executed;
- d. I know and understand that in exchange for the waiver of my rights under the ADEA, I am receiving consideration in addition to any consideration to which I am already entitled;
- e. BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND ACKNOWLEDGE THAT I HAVE BEEN INVITED AND ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING THIS DOCUMENT. I acknowledge and understand that I have been given a period of at least twenty-one (21) days in which to consider the terms of the ADEA Waiver provided to me; and
- f. I understand that I have the right to revoke this ADEA Waiver contained in this General Release at any time within seven (7) days after signing this General Release, by providing written notice to the following address: Red Robin Gourmet Burgers, Inc., 6312 So Fiddlers Green Circle, Suite 200, Greenwood Village, CO 80111, Attention: General Counsel, and that, upon such revocation, this General Release will not have any further legal force and effect. I further understand and agree that this General Release shall not become effective or enforceable until this seven day revocation period has expired.

By signing this General Release, I further represent and agree that:

- (i) I have read it carefully;
- (ii) I understand all of its terms and know that I am giving up important rights, including but not limited to, rights under Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990, as amended; and the Employee Retirement Income Security Act of 1974, as amended;
- (iii) I voluntarily consent to everything in this General Release;
- (iv) I have been advised to consult with an attorney before executing this General Release and I have done so or, after careful reading and consideration I have chosen not to do so of my own volition;
- (v) I have signed this General Release knowingly and voluntarily and with the advice of any counsel retained to advise me with respect to this General Release;
- (vi) I agree that the provisions of this General Release may not be amended, waived, changed or modified except by an instrument in writing signed by an authorized representative of the Company and by me.

DATE: _____, 20____

[Executive]

Acknowledged and agreed to this day of ,

Red Robin Gourmet Burgers, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____
