

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

BRINKER INTERNATIONAL, INC.

(Exact name of issuer as specified in its charter)

Delaware 75-1914582
(State of incorporation) (I.R.S. employer identification number)

6820 LBJ Freeway
Dallas, Texas 75240
(Address of principal executive office) (zip code)

1983 Incentive Stock Option Plan
Non-Qualified Stock Option Plan
1991 Stock Option Plan for Non-Employee Directors and Consultants
1992 Incentive Stock Option Plan
(Full title of the plans)

Roger F. Thomson Brinker International, Inc. Executive Vice President and General Counsel 6820 LBJ Freeway Dallas, Texas 75240 214-980-9917	Bruce H. Hallett Crouch & Hallett, L.L.P. 717 N. Harwood St., Suite 1400 Dallas, Texas 75201 214-953-0053
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(Names, addresses and telephone numbers, including area codes,
of agents for service)

APPROXIMATE DATE OF PROPOSED COMMENCEMENT OF SALES PURSUANT TO THE
PLANS: Sales to the optionees of securities proposed to be registered
hereunder will occur from time to time after the effective date of this post-
effective amendment to the Registration Statement.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Being Registered	Amount Being Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$0.10 par value	8,000,000 shares	\$ 16.07(1)	\$128,560,000(1)	\$44,332.00

- (1) The proposed maximum offering price of such shares is estimated solely for the purposes of calculating the registration fee in accordance with Rule 457, based on the average of the high and low prices of the registrant's common stock on March 28, 1996 as reported on the New York Stock Exchange.

The contents of the registration statement on Form S-8 (File No. 33-61594) previously filed by the registrant relating to the employee benefit plans to which this registration relates are hereby incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas and the State of Texas, on the 3rd day of April, 1996.

BRINKER INTERNATIONAL, INC.

By: /Debra L. Smithart
Debra L. Smithart, Executive Vice President
and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities and on April 3, 1996.

Signature	Title
/Ronald A. McDougall Ronald A. McDougall	President, Chief Executive Officer and Director (Principal Executive Officer)
/Debra L. Smithart Debra L. Smithart	Executive Vice President, Chief Financial Officer and Director (Principal Financial and Accounting Officer)
/Norman E. Brinker Norman E. Brinker	Chairman of the Board
/F. Lane Cardwell, Jr. F. Lane Cardwell, Jr.	Director
/Creed L. Ford, III Creed L. Ford, III	Director
/Gerard V. Centioli Gerard V. Centioli	Director
Jack W. Evans, Sr.	Director
Rae F. Evans	Director
J. M. Hagggar, Jr.	Director
J. Ira Harris	Director
Frederick S. Humphries	Director
James E. Oesterreicher	Director
/Roger T. Staubach Roger T. Staubach	Director

INDEX TO EXHIBITS

- 4(a) 1983 Incentive Stock Option Plan and related forms of stock option agreements (filed as Exhibit 10(a) to registrant's Report on Form 10-K for the year ended June 30, 1990 and incorporated herein by reference).
- 4(b) Non-Qualified Stock Option Plan (filed as Exhibit 10(p) to registrant's Registration Statement on Form S-1 (No. 2-99374) and incorporated herein by reference).
- 4(c) Form of Non-Qualified Stock Option Agreement (filed as Exhibit 10(q) to registrant's Registration Statement on Form S-1 (No. 2-99374) and incorporated herein by reference).
- 4(d) 1991 Stock Option Plan for Non-Employee Directors and Consultants

(filed as Exhibit 10(b) to registrant's Report on Form 10-K for the year ended June 28, 1995 and incorporated herein by reference).

- 4(e) Form of Description of Stock Option Grant under 1991 Stock Option Plan for Non-Employee Directors and Consultants (filed herewith).
- 4(f) 1992 Incentive Stock Option Plan (filed as Exhibit 10(c) to the registrant's Report on Form 10-K for year ended June 28, 1995 and incorporated herein by reference).
- 4(g) Form of Description of Stock Option Grant under 1992 Incentive Stock Option Plan (filed herewith).
- 5 Opinion of Crouch & Hallett, L.L.P. (filed herewith).
- 23(a) Consent of KPMG Peat Marwick LLP (filed herewith)
- 23(b) Consent of Crouch & Hallett, L.L.P. (included as part of Exhibit 5).

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EXHIBIT 4(e)

BRINKER INTERNATIONAL, INC.

DESCRIPTION OF STOCK OPTION GRANT
FOR NON-EMPLOYEE DIRECTORS

1. Time of Exercise. Except only as specifically provided elsewhere in this Description (herein so called) of the Stock Option Grant for Non-Employee Directors of Brinker International, Inc., a Delaware corporation (the "Company"), this option described herein and evidenced by an accompanying Option Certificate (herein so called) is exercisable in the following cumulative installments:

- (a) Up to one-third of the total optioned shares at any time on and after _____, if the Option Holder is still a director on such date;
- (b) Up to an additional one-third of the total optioned shares at any time on and after _____, if the Option Holder is still a director on such date; and
- (c) Up to an additional one-third of the total optioned shares at any time on and after _____, if the Option Holder is still a director on such date.

If an installment covers a fractional share, such installment will be rounded off to the next highest share, except the final installment, which will be for the balance of the total optioned shares. In the event the Option Holder (as defined in the Option Certificate) ceases to be a director, for whatever cause, the option will be exercisable only to the extent that the Option Holder could have exercised it on the date the Option Holder ceased to be a director or as otherwise provided in Section 6 below. Notwithstanding the foregoing, if a director retires from the Board of Directors after serving a four-year term, any stock options vesting within ninety (90) days from the date of retirement may be exercised by the retiring director as of the date of vesting. No part of the option may be exercised after the expiration of the term of this option as set forth in Section 4 below.

2. Exercise of Option. The exercise of this option shall entitle the Option Holder to purchase shares of common stock, \$.10 par value, of the Company (the "Common Stock").

3. Subject to Plan. This option and the grant and exercise thereof are subject to the terms and conditions of the 1991 Stock Option Plan for Non-Employee Directors and Consultants (the "Plan"), which is incorporated herein by reference and made a part hereof, but the terms of the Plan shall not be considered an enlargement of any benefits under this Description. In addition, this option is subject to any rules and regulations promulgated pursuant to the Plan, now or hereafter in effect.

4. Term. This option and all rights hereunder with respect thereto, to the extent such rights shall not have been previously exercised, shall

terminate at the first of the following:

- (a) 5:00 p.m. on _____ ; or
- (b) 5:00 p.m. on the date the Option Holder ceases to be a director of the Company and its subsidiaries for reasons of dishonesty, whether in the course of his directorship or otherwise, or for assisting a competitor of the Company or its subsidiaries without permission, or for interfering with the Company's relationship with a customer, or for any similar action or willful breach of duty to the Company (hereinafter collectively referred to as "disloyalty").

5. Who May Exercise. During the lifetime of the Option Holder, this option may be exercised only by the Option Holder. If the Option Holder dies or becomes disabled [within the meaning of Section 22(e) (3) of the Internal Revenue Code of 1986, as amended] prior to the termination date specified in Section 6 hereof without having exercised the option as to all of the shares covered thereby, the option may be exercised in accordance with Section 6 hereof by (i) the Option Holder's estate or a person who acquired the right to exercise the option by bequest or inheritance or by reason of the death of the Option Holder in the event of the Option Holder's death, or (ii) the Option Holder or his personal representative in the event of the Option Holder's disability, subject to the other terms of this Description, the Plan and applicable laws, rules and regulations. For purposes of this Description, the Company shall determine the date of disability of the Option Holder.

6. Cessation of Service of Option Holder on Board of Directors. Notwithstanding the provisions of Section 1 hereof, in the event of death or a permanent disability of an Option Holder who serves as a Director of the Company on the date of grant of the Option, the unvested portion of this Option shall become immediately vested and such Option may be exercised at any time prior to the first to occur of:

- (a) _____ ; or
- (b) that date determined by the Executive Committee of the Board of Directors of the Company.

7. Restrictions on Exercise. The option evidenced by this Description:

- (a) may be exercised only with respect to full shares and no fractional share of stock shall be issued; and
- (b) may not be exercised in whole or in part and no cash or certificates representing shares subject to such option shall be delivered, if any requisite approval or consent of any government authority of any kind having jurisdiction over the exercise of options shall not have been secured.

8. Manner of Exercise. Subject to such administrative regulations as the Board of Directors (or any authorized committee thereof) of the Company may from time to time adopt, the Option Holder or beneficiary shall, in order to exercise this option, give written notice to the Company of the number of shares being purchased and the purchase price to be paid therefor accompanied by the following:

- (a) full payment in United States dollars of the option price in the form of cash or check for the shares of stock being purchased; and
- (b) such documents as the Company in its discretion deems necessary to (i) evidence the exercise, in whole or in part, of the option evidenced by this Description, (ii) determine whether registration is then required under the Securities Act of 1933, or any other law, as then in effect, and (iii) comply with or satisfy the requirements of the Securities Act of 1933, or any other law, as then in effect.

In addition, the Option Holder shall tender payment of the amount as may be requested pursuant to Section 14 by the Company for the purpose of satisfying its liability to withhold federal, state, or local income or other taxes incurred by reason of the exercise of this option.

9. Non-Assignability. This option is not assignable or transferable by the Option Holder except by will or by the laws of descent and distribution.

10. Rights of Stockholder. The Option Holder will have no rights as a stockholder with respect to any shares covered by this option until the issuance of a certificate or certificates to the Option Holder for the shares. Except as otherwise provided in Section 10 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

11. Capital Adjustments. The number of shares of Common Stock covered by this option, and the option price thereof, shall be subject to such adjustment as the Board of Directors (or any authorized committee thereof) of the Company deems appropriate to reflect any stock dividend, stock split, share combination, exchange of shares, recapitalization, merger, consolidation, separation, reorganization, liquidation or the like, of or by the Company.

12. Law Governing. This Description is intended to be performed in the State of Texas and shall be construed and enforced in accordance with and governed by the laws of such State.

13. Date of Grant. The date of grant of this option is .

14. Withholding. It shall be a condition to the obligation of the Company to issue or transfer shares of stock upon exercise of this option that the Option Holder pay to the Company, upon its demand, such amount as may be requested by the Company for the purpose of satisfying its liability to withhold federal, state, or local income or other taxes incurred by reason of the exercise of this option. If the amount requested is not paid, the Company may refuse to issue or transfer shares of stock upon exercise of this option.

15. Change of Control. All options granted pursuant to this Description shall become fully vested and exercisable at the election of the Option Holder at any time prior to the date set forth in Section 4 hereof,

upon a material change in control of the Company. For purposes hereof, a "material change in control of the Company" shall be deemed to include, but not be limited to, the dissolution or liquidation of the Company, a merger of the Company into another corporation, partnership, trust or other business entity (other than a merger into a subsidiary or parent of the Company, or a merger, the primary purpose of which is reincorporation), the acquisition of the Company by another corporation, partnership, trust, or other business entity, the sale or conveyance of all or substantially all of the assets of the Company, the acquisition of the majority of the voting securities of the Company by any person or entity or group of affiliated persons or entities, or any other event as determined by the Committee.

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EXHIBIT 4(g)
BRINKER INTERNATIONAL, INC.
DESCRIPTION OF INCENTIVE STOCK OPTION GRANT

1. Time of Exercise. Except only as specifically provided elsewhere in this Description (herein so called) of the Incentive Stock Option Grant of Brinker International, Inc. a Delaware corporation (the "Company"), the option described herein and evidenced by an accompanying Option Certificate (herein so called) is exercisable in the following cumulative installments:

- (a) Up to one-half of the total optioned shares at any time on and after _____ ; and
- (b) Up to an additional one-half of the total optioned shares at any time on and after _____ .

If an installment covers a fractional share, such installment will be rounded off to the next highest share, except the final installment, which will be for the balance of the total optioned shares. In the event the Option Holder (as defined in the Option Certificate) ceases to be an employee of the Company for any reason, the option will be exercisable only to the extent that the Option Holder could have exercised it on the date of his or her termination of employment or as otherwise provided in Section 6 below. No part of the option may be exercised after the expiration of the term of this option as set forth in Section 4 below.

2. Exercise of Option. The exercise of this option shall entitle the Option Holder to purchase shares of common stock, \$.10 par value, of the Company (the "Common Stock"). If requested by the Option Holder and approved by the Board of Directors of the Company or any authorized committee thereof, the Option Holder may exercise this option or any portion hereof by tendering shares of Common Stock, in lieu of cash payment for the option shares being purchased, with the number of shares tendered to be determined by the fair market value per share of the Common Stock on the date of exercise, as determined by the Company.

3. Subject to Plan. This option and the grant and exercise thereof are subject to the terms and conditions of the Brinker International, Inc. 1992 Incentive Stock Option Plan (the "Plan"), which is incorporated herein by reference and made a part hereof, but the terms of the Plan shall not be considered an enlargement of any benefits under this Description. In addition, this option is subject to any rules and regulations promulgated pursuant to the Plan, now or hereafter in effect.

4. Term. This option and all rights hereunder with respect thereto, to the extent such rights shall not have been previously exercised, shall terminate at the first of the following:

- (a) 5:00 p.m. on _____ ; or
- (b) Immediately and without notice to the Option Holder in the event the Option Holder shall (i) commit any act of malfeasance or wrongdoing affecting the Company or any subsidiary thereof, (ii) breach any Confidentiality Agreement or similar agreement pertaining to the confidentiality and nondisclosure of proprietary information, including but not limited to trade secrets, of the Company or any subsidiary thereof, or (iii) engage in conduct that would warrant the Option Holder's discharge for cause as hereinafter defined. For purposes of this Description a "discharge for cause" shall mean termination of the Option Holder as an employee of the Company or a subsidiary thereof limited to one or more of the following reasons:
- (1) An act of fraud, misappropriation or embezzlement by the Option Holder in connection with the Company or a subsidiary thereof as determined by the affirmative vote of at least a majority of the Board of Directors or Executive Committee thereof;
 - (2) Gross mismanagement or gross neglect of the Option Holder's duties to the Company or a subsidiary thereof as determined by the affirmative vote of at least a majority of the Board of Directors or Executive Committee thereof; or
 - (3) Conviction by a court of competent jurisdiction of a felony.
- (c) 5:00 p.m. on the date three (3) months following the date the Option Holder's employment with the Company or its subsidiaries terminates for a reason other than pursuant to Section 4(b), 6(a) or 6(b) hereof.

5. Who May Exercise. During the lifetime of the Option Holder, this option may be exercised only by the Option Holder. If the Option Holder dies or becomes disabled [within the meaning of Section 22(e)(3) of the Internal Revenue Code] prior to the termination date specified in Section 6(b)(i) hereof without having exercised the option as to all of the shares covered thereby, the option may be exercised, in accordance with Section 6(b) hereof by (i) the Option Holder's estate or a person who acquired the right to exercise the option by bequest or inheritance or by reason of the death of the Option Holder in the event of the Option Holder's death, or (ii) the Option Holder or his or her personal representative in the event of the Option Holder's disability, subject to the other terms of this Description, the Plan and applicable laws, rules and regulations. For purposes of this Description, the Company shall determine the date of disability of the Option Holder.

6. Cessation of Employment of Option Holder. (a) Notwithstanding the provisions of Section 1 hereof, at such time as the Option Holder (i) reaches age fifty-five (55) and shall have completed at least ten (10) consecutive years of service with the Company, (ii) reaches age sixty-five (65), or (iii) has completed twenty (20) consecutive years of service with the Company, the unvested portion of this option shall become immediately vested at the time that the Option Holder ceases to be an employee of the Company and such option may be exercised at any time prior to the first to occur of:

- (A) 5:00 p.m. on _____ ; or
- (B) the expiration of thirty-six (36) months after such Option Holder ceases to be an employee of the Company.

(b) Notwithstanding the provisions of Section 1 hereof, in the event of death or permanent disability of an Option Holder, the unvested portion of this option shall become immediately vested and such option may be exercised at any time prior to the first to occur of:

- (i) _____ ; or
- (ii) the expiration of thirty-six (36) months from the date of death or permanent disability of such Option Holder.

7. Restrictions on Exercise. This option:

- (a) May be exercised only with respect to full shares and no fractional share of stock shall be issued;
- (b) May not be exercised in whole or in part and no cash or certificates representing shares subject to such option shall be delivered, if any requisite approval or consent of any government authority of any kind having jurisdiction over the exercise of options shall not have been secured; and
- (c) May be exercised only if at all times during the period beginning with the date of the granting of the option and ending on the date three (3) months prior to the date of exercise the Option Holder was an employee of either the Company or a subsidiary of the Company; provided, if the Option Holder's continuous employment is terminated by (i) an act of malfeasance, breach of any Confidentiality Agreement or pursuant to a discharge for cause, the option will terminate as provided in Section 4(b), (ii) disability, the option may be exercised in accordance with Section 5, or (iii) death, the option may be exercised in accordance with Section 5, or (iv) ceasing to be an employee of the Company after satisfying the provisions of Section 6(a), the option may be exercised in accordance with Section 6(a).

8. Manner of Exercise. Subject to such administrative regulations as the Board of Directors (or any authorized committee thereof) of the Company may from time to time adopt, the Option Holder or beneficiary shall, in order to exercise this option:

- (a) Give written notice to the Company of the exercise price and the number of shares which he will purchase and furnish an undertaking to make payment of such exercise price in United States dollars before issuance of such shares; or
- (b) Give written notice to the Company of the exercise price and the number of shares for which he is requesting approval from the Company to tender other shares of Common Stock in exchange for option shares.

Any notice shall include an undertaking to furnish or execute such documents as the Company in its discretion shall deem necessary (i) to evidence such exercise, in whole or in part, of the option evidenced by the Option Certificate, (ii) to determine whether registration is then required under the Securities Act of 1933, or any other law, as then in effect, and (iii) to comply with or satisfy the requirements of the Securities Act of 1933, or any other law, as then in effect.

In addition, if an exercise under Paragraph (b) above is requested, the notice shall include an undertaking to tender to the Company (i) promptly

after receipt of denial by the Company of the paragraph (b) request, full payment in United States dollars of the option exercise price for the shares being purchased hereunder, or (ii) promptly after receipt of approval by the Company of exercise of this option or portion thereof by payment of Common Stock, full payment in Common Stock in exchange for the shares being purchased hereunder.

The Company shall advise the Option Holder or beneficiary in writing, within ten (10) business days after the first Board of Directors meeting following the date of exercise, whether the Company approves the exchange of Common Stock for option stock being purchased. The Company must receive full payment in United States dollars or the appropriate number of shares of Common Stock, whichever applies, of the option exercise price within five (5) business days after the date of the Company's notice, unless the Company extends the time of payment.

9. Non-Assignability. This option is not assignable or transferable by the Option Holder except by will or by the laws of descent and distribution. Any attempted assignment, transfer, pledge, hypothecation, or other disposition of the option contrary to the provisions hereof, and the levy of any execution, attachment, or similar process upon the option shall be null and void and without effect and shall terminate the option.

10. Rights of Stockholder. The Option Holder will have no rights as a stockholder with respect to any shares covered by this option until the issuance of a certificate or certificates to the Option Holder for the shares. Except as otherwise provided in Section 11 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

11. Capital Adjustments. The number of shares of Common Stock covered by this option, and the option price thereof, shall be subject to such adjustment as the Board of Directors (or any authorized committee thereof) of the Company deems appropriate to reflect any stock dividend, stock split, share combination, exchange of shares, recapitalization, merger, consolidation, separation, reorganization, liquidation or the like, of or by the Company.

12. Law Governing. This Description is intended to be performed in the State of Texas and shall be construed and enforced in accordance with and governed by the laws of such State.

13. Date of Grant. The date of grant of this option is .

14. Change of Control.

(a) Notwithstanding the provisions of Section 1 hereof, all options granted pursuant to this Description shall become fully vested and exercisable at the election of the Option Holder at any time prior to the date set forth in Section 4 hereof, upon a material change

in control of the Company. For purposes hereof, a "material change in control of the Company" shall be deemed to include, but not be limited to, the dissolution or liquidation of the Company, a merger of the Company into another corporation, partnership, trust or other business entity (other than a merger into a subsidiary or parent of the Company, or a merger, the primary purpose of which is reincorporation), the acquisition of the Company by another corporation, partnership, trust, or other business entity, the sale or conveyance of all or substantially all of the assets of the Company, the acquisition of the majority of the voting securities of the Company by any person or entity or group of affiliated persons or entities, or any other event as determined by the Committee.

15. Effect of Option Upon Employment. Nothing in this Description shall be construed as constituting a commitment, guarantee, arrangement or understanding of any kind or nature that the Company or any subsidiary thereof will continue to employ, retain, or designate the Option Holder in any capacity; nor shall this Description affect in any way the right of the Company or any subsidiary thereof to terminate the employment, association, designation, or official capacity, if any, of the Option Holder at any time with or without cause, subject to the provisions of any written employment agreement between the Company or any subsidiary thereof and the Option Holder.

16. Withholding. It shall be a condition to the obligation of the Company to issue or transfer shares of stock upon exercise of this option that the Option Holder pay to the Company, upon its demand, such amount as may be requested by the Company for the purpose of satisfying its liability to withhold federal, state or local income or other taxes incurred by reason of the exercise of this option. If the amount requested is not paid, the Company may refuse to issue or transfer shares of stock upon exercise of this option.

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EXHIBIT 5

April 3, 1996

Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

Gentlemen:

We have served as counsel for Brinker International, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-8 covering the sale of a maximum of 8,000,000 shares (the "Shares") of Common Stock, \$.10 par value, of the Company. The Shares are to be issued upon the exercise of options granted under certain stock option plans of the Company described in the Registration Statement.

We have examined such documents and questions of law as we have deemed necessary to render the opinion expressed below. Based upon the foregoing, we are of the opinion that the Shares, when issued and delivered, will be duly and validly issued, fully paid and non-assessable.

We consent to the use of this opinion as Exhibit 5 to the Registration Statement.

Very truly yours,

/Crouch & Hallett

Crouch & Hallett

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EXHIBIT 23(a)

INDEPENDENT AUDITOR'S CONSENT

The Board of Directors
Brinker International, Inc.

We consent to the use of our report incorporated herein by reference.

/KPMG Peat Marwick LLP

KPMG Peat Marwick LLP

Dallas, Texas
April 2, 1996