

As Filed With The Securities And Exchange Commission on November 16, 1994

Registration No.

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 no.)
6820 LBJ Freeway	
Dallas, Texas	75240
(Address of principal executive office)	(Zip Code)

Amended and Restated
On The Border Cafes, Inc. Stock Option Plan
(Full title of the plan)

Debra L. Smithart
Executive Vice President
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
(214) 980-9917

Bruce H. Hallett
Crouch & Hallett, L.L.P.
717 N. Harwood Street
Suite 1400
Dallas, Texas 75201
(214) 953-0053

(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 Registration
Statement.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee (1)
Common Stock, \$0.10 par value	123,742 Shs.	\$ 21.57	\$ 2,669,115	\$ 920.38

(1) Estimated solely for 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 November 11,
1994 as reported on the New York Stock Exchange.

Item 3. Incorporation of Documents by Reference.

The documents listed (i) through (iii) below are hereby incorporated by
reference into this Registration Statement. All documents subsequently filed
by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the
Securities Exchange Act of 1934 (the "1934 Act") prior to filing of a

post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

(i) The Company's latest annual report filed pursuant to Section 13 or 15(d) of the 1934 Act or the latest prospectus filed pursuant to Rule 424(b) or (c) under the Securities Act of 1933 (the "1933 Act"), which contains, either directly or by incorporation by reference, audited financial statements for the Company's latest fiscal year for which such statements have been filed.

(ii) All other reports filed pursuant to Section 13(a) and 15(d) of the 1934 Act since the end of the fiscal year covered by the annual reports or the prospectus referred to in (i) above.

(iii) The description of the Company's Common Stock which is contained in a registration statement on Form 8-A filed under the 1934 Act, including any amendment or report filed for the purpose of updating such description.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Officers and Directors.

Section 145 of the General Corporation Law of the State of Delaware provides generally and in pertinent part that a Delaware corporation may indemnify its directors and officers against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with any suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) if, in connection with the matters in issue, they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the corporation, and, in connection with any criminal suit or proceeding, if in connection with the matters in issue, they had no reasonable cause to believe their conduct was unlawful. Section 145 further provides that in connection with the defense or settlement of any action by or in the right of the corporation, a Delaware corporation may indemnify its directors and officers against expenses actually and reasonably incurred by them if, in connection with the matters in issue, they acted in good faith, in a manner they reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. Section 145 permits a Delaware corporation to grant its directors and officers additional rights of indemnification through bylaw provisions and otherwise and to purchase indemnity insurance on behalf of its directors and officers.

Article Ninth of the registrant's Certificate of Incorporation provides that no director shall be liable to the registrant or its stockholders for monetary damages for breach of fiduciary duty, provided that the liability of a director is not limited (i) for any breach of the director's duty of loyalty to the registrant or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law or (iv) any transaction from which such director derived an improper personal benefit.

Article VI, Section 2 of the registrant's bylaws provides, in general, that the registrant shall indemnify its directors and officers under the circumstances defined in Section 145. The Company has obtained an insurance policy insuring the directors and officers of the Company against certain liabilities, if any, that arise in connection with the performance of their duties on behalf of the Company and its subsidiaries.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

4(a) Amended and Restated On The Border Cafes, Inc. Stock Option Plan (filed herewith).

- 4(b) Forms of Incentive Stock Option Agreement and Nonqualified Stock Option Agreement under the Amended and Restated On The Border Cafes, Inc. Stock Option Plan (filed herewith).
- 5 Opinion of Crouch & Hallett, L.L.P. (filed herewith).
- 23(a) Consent of KPMG Peat Marwick, L.L.P. (filed herewith)
- 23(b) Consent of Crouch & Hallett, L.L.P. (included as part of Exhibit 5).

Item 9. Undertakings.

(1) The undersigned registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; and

(b) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof; and

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(2) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the certificate of incorporation or bylaws of the registrant or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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 16th day of November, 1994.

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 November 16, 1994.

Name

Title

Norman E. Brinker
Norman E. Brinker

Chairman of the Board, 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)

Ronald A. McDougall
Ronald A. McDougall

Director

Creed L. Ford, III
Creed L. Ford, III

Director

F. Lane Cardwell, Jr.
F. Lane Cardwell, Jr.

Director

Roger F. Thomson
Roger F. Thomson

Director

Jack W. Evans, Sr.

Director

Rae F. Evans

Director

J.M. Haggar, Jr.
J.M. Haggar, Jr.

Director

Ray L. Hunt
Ray L. Hunt

Director

J. Ira Harris

Director

Frederick S. Humphries

Director

James E. Oesterreicher

Director

William F. Regas

Director

Roger T. Staubach

Director

EXHIBIT 4(a)

AMENDED AND RESTATED
ON THE BORDER CAFES, INC.
STOCK OPTION PLAN

INTRODUCTION

On May 18, 1994, the Shareholders of On The Border Cafes, Inc. adopted the following Amended and Restated Stock Option Plan:

1. PURPOSE. The purpose of the Plan is to provide key employees and consultants with a proprietary interest in the Company through the granting of options which will

- (a) increase the interest of the key employees and consultants in the Company's welfare;
- (b) furnish an incentive to the key employees and consultants to continue their services for the Company; and
- (c) provide a means through which the Company may attract able persons to enter its employ and serve as consultants to it.

2. ADMINISTRATION. The Plan will be administered by the Committee.

3. PARTICIPANTS. The Committee shall, from time to time, select the particular key employees and consultants of the Company and its Subsidiaries to whom options are to be granted, and who will, upon such grant, become participants in the Plan. For purposes of the Plan, "key employees" are those officers and employees whose performance and responsibilities are determined by the Committee to be influential to the success of the Company. An Incentive Option may not be granted to a consultant who is not an employee of the Company or its Subsidiaries.

4. STOCK OWNERSHIP LIMITATION. No Incentive Option may be granted to an employee who owns more than 10% of the voting power of all classes of stock of the Company or its Parent or Subsidiaries. This limitation will not apply if the option price is at least 110% of the fair market value of the stock at the time the Incentive Option is granted and the Incentive Option is not exercisable more than five years from the date it is granted.

5. SHARES SUBJECT TO PLAN. The Committee may not grant options under the Plan for more than 550,000 shares of Common Stock of the Company, but this number may be adjusted to reflect, if deemed appropriate by the Committee, any stock dividend, stock split, share combination, recapitalization or the like, of or by the Company. Shares to be optioned and sold may be made available from either authorized but unissued Common Stock or Common Stock held by the Company in its treasury. Shares that by reason of the expiration of an option or otherwise are no longer subject to purchase pursuant to an option granted under the Plan may be reoffered under the Plan.

6. LIMITATION OF AMOUNT. The aggregate fair market value (determined at the time of grant) of the shares of Common Stock which any employee is

first eligible to purchase in any calendar year by exercise of Incentive Options granted under this Plan and all incentive stock option plans of the Company or its Parent or Subsidiaries shall not exceed \$100,000. For this purpose, the fair market value (determined at the respective date of grant of each option) of the stock purchasable by exercise of an Incentive Option (or an installment thereof) shall be counted against the \$100,000 annual limitation for an employee only for the calendar year such stock is first purchasable under the terms of the option.

7. ALLOTMENT OF SHARES. The Committee shall determine the number of shares of Common Stock to be offered from time to time by grant of options to key employees and consultants of the Company or its Subsidiaries. The grant of an option to a key employee or consultant shall not be deemed either to entitle the key employee or consultant to, or to disqualify the key employee or consultant from, participation in any other grant of options under the Plan.

8. GRANT OF OPTIONS. The Committee is authorized to grant Incentive Options and Nonqualified Options under the Plan. The grant of options shall be evidenced by stock option agreements containing such terms and provisions as are approved by the Committee, but not inconsistent with the Plan, including provisions that may be necessary to assure that any option that is intended to be an Incentive Option will comply with Section 422 of the Internal Revenue Code. The Company shall execute the stock option agreements upon instructions from the Committee.

A stock option agreement may provide that the option holder may request approval from the Committee to exercise an option or a portion thereof by tendering shares of Common Stock at the fair market value per share on the date of exercise in lieu of cash payment of the exercise price.

9. OPTION PRICE. The option price of each Incentive Option shall not be less than 100% of the fair market value per share of the Common Stock on the date the option is granted. The option price of each Nonqualified Option shall be determined by the Committee. The Committee shall determine the fair market value of the Common Stock on the date of grant, and shall set forth the determination in its minutes, using any reasonable valuation method.

10. OPTION PERIOD. The Option Period will begin on the date the option is granted, which will be the date the Committee authorizes the option unless the Committee specifies a later date. No option may terminate later than ten years from the date the option is granted. The Committee may provide for the exercise of options in installments and upon such terms, conditions and restrictions as it may determine. The Committee may provide for termination of the option in the case of termination of employment or service as a consultant, or any other reason.

11. RIGHTS IN EVENT OF DEATH. If a participant dies prior to termination of his right to exercise an option in accordance with the provisions of his stock option agreement without having totally exercised the option, the option may be exercised, to the extent of the shares with respect to which the option could have been exercised by the participant on the date of the participant's death, by the participant's estate or by the person who acquired the right to exercise the option by bequest or inheritance or by reason of the death of the participant, provided the option is exercised prior to the date of its expiration or one year from the date of the participant's death, whichever first occurs.

12. PAYMENT. Full payment for shares purchased upon exercising an option shall be made in cash or by check or by tendering shares of Common Stock at the fair market value per share at the time of exercise, or on such other terms as are set forth in the applicable option agreement. No shares may be issued until full payment of the purchase price therefor has been made, and a participant will have none of the rights of a stockholder until shares are issued to him.

13. EXERCISE OF OPTION. Options granted under the Plan may be exercised during the Option Period, at such times, in such amounts, in accordance with such terms and subject to such restrictions as are set forth in the applicable stock option agreements. In no event may an option be exercised or shares be issued pursuant to an option if any requisite action, approval or consent of any governmental authority of any kind having jurisdiction over the exercise of options shall not have been taken or secured.

14. CAPITAL ADJUSTMENTS AND REORGANIZATIONS. The number of shares of Common Stock covered by each outstanding option granted under the Plan and the option price may be adjusted to reflect, as deemed appropriate by the Committee, any stock dividend, stock split, share combination, exchange of shares, recapitalization, merger, consolidation, separation, reorganization, liquidation or the like, of or by the Company.

15. NON-ASSIGNABILITY. Options may not be transferred other than by will or by the laws of descent and distribution. During a participant's lifetime, options granted to a participant may be exercised only by the participant.

16. INTERPRETATION. The Committee shall interpret the Plan and shall prescribe such rules and regulations in connection with the operation of the Plan as it determines to be advisable for the administration of the Plan. The Committee may rescind and amend its rules and regulations.

17. AMENDMENT OR DISCONTINUANCE. The Plan may be amended or

discontinued by the Board without the approval of the stockholders of the Company, except that any amendment that would (a) materially increase the benefits accruing to participants under the Plan, (b) materially increase the number of securities that may be issued under the Plan, or (c) materially modify the requirements of eligibility for participation in the Plan must be approved by the stockholders of the Company.

18. EFFECT OF PLAN. Neither the adoption of the Plan nor any action of the Board or the Committee shall be deemed to give any officer, employee or consultant any right to be granted an option to purchase Common Stock of the Company or any other rights except as may be evidenced by the stock option agreement, or any amendment thereto, duly authorized by the Committee and executed on behalf of the Company and then only to the extent and on the terms and conditions expressly set forth therein.

19. TERM. Unless sooner terminated by action of the Board, this Plan will terminate on March 11, 2002. The Committee may not grant options under the Plan after that date, but options granted before that date will continue to be effective in accordance with their terms.

20. DEFINITIONS. For the purpose of this Plan, unless the context requires otherwise, the following terms shall have the meanings indicated:

(a) "Plan" means this Stock Option Plan as amended from time to time.

(b) "Committee" means the Stock Option Committee of the Board or, in the absence of a Stock Option Committee, shall mean the entire Board.

(c) "Board" means the board of directors of the Company.

(d) "Common Stock" means the Common Stock which the Company is currently authorized to issue or may in the future be authorized to issue (as long as the common stock varies from that currently authorized, if at all, only in amount of par value).

(e) "Subsidiary" means any corporation in an unbroken chain of corporations beginning with the Company if, at the time of the granting of the option, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain, and "Subsidiaries" means more than one of any such corporations.

(f) "Parent" means any corporation in an unbroken chain of corporations ending with the Company if, at the time of granting of the option, each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

(g) "Option Period" means the period during which an option may be exercised.

(h) "Incentive Option" means an option granted under the Plan which

meets the requirements of Section 422 of the Internal Revenue Code.

(i) "Nonqualified Option" means an option granted under the Plan which is not intended to be an Incentive Option.

EXHIBIT 4(b)

ON THE BORDER CAFES, INC.
INCENTIVE STOCK OPTION AGREEMENT

1. Grant of Option. Pursuant to the On the Border Cafes, Inc. Stock Option Plan (the "Plan") for key employees of On the Border Cafes, Inc. (the "Company") and its subsidiaries, the Company grants to

(the "Option Holder")

an incentive option to purchase from the Company a total of shares of Common Stock, \$.02 par value, of the Company at \$ per share (being at least the fair market value per share of the Common Stock on the date of this grant), in the amounts, during the periods and upon the terms and conditions set forth in this Agreement.

2. Time of Exercise. Except only as specifically provided elsewhere in this Agreement, this option is exercisable in the following cumulative installments:

First installment. Up to of the total optioned shares at any time after one year from the date of grant.

Second installment. Up to an additional of the total optioned shares at any time after two years from the date of grant.

Third installment. Up to an additional of the total optioned shares at any time after three years from the date of grant.

Fourth installment. Up to an additional of the total optioned shares at any time after four years from the date of grant.

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 of the Option Holder's termination of employment for whatever cause, the option will be exercisable only to the extent that the Option Holder could have exercised it on the date of his termination of employment.

3. Exercise of Option. The exercise of this option shall entitle the Option Holder to purchase shares of Common Stock of the Company. If requested by the Option Holder and approved by the Company, 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.

4. Subject to Plan. This option and the grant and exercise thereof are subject to the terms and conditions of 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 Agreement. In addition, this option is subject to any rules and regulations promulgated pursuant to the Plan, now or hereafter in effect.

5. Term. This option will terminate at the first of the following:

- (a) 5 p.m. on _____, 19 ____.
- (b) 5 p.m. on the date one year following the date of the Option Holder's death.
- (c) 5 p.m. on the date the Option Holder's employment with the Company and its subsidiaries terminates for reasons of dishonesty, whether in the course of his employment or otherwise, or for assisting a competitor without permission, or for interfering with the Company's relationship with a customer, or for any similar action (hereinafter collectively referred to as "disloyalty").
- (d) 5 p.m. on the date 30 days following the date the Option Holder's employment with the Company and its subsidiaries terminates for a reason other than death or disloyalty.

6. 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 prior to the termination date specified in Section 5 hereof without having exercised the option as to all of the shares covered hereby, the option may be exercised to the extent the Option Holder could have exercised the option on the date of his death at any time prior to the earlier of the dates specified in 5(a) and (b) hereof by 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, subject to the other terms of this Agreement, the Plan and applicable laws, rules and regulations.

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 30 days 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) disloyalty, the option will terminate as provided in Section 5(c) or (ii) death, the option may be exercised in accordance with Section 6.

8. Manner of Exercise. Subject to such administrative regulations as the Board of Directors of 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 this Agreement, (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 hereof 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 business days after the first Board of Directors (or the administering committee thereof, if any,) 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 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.

10. Rights of Shareholder. The Option Holder will have no rights as a shareholder 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 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. Acceleration of Exercise Upon Change in Control. Upon the dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving corporation (other than a merger into a

subsidiary or parent of the Company, or a merger the primary purpose of which is reincorporation), a sale or conveyance of all or substantially all of its assets, or a transaction or series of related transactions in which another corporation becomes the owner of fifty percent (50%) or more of the total combined voting power of all classes of stock of the Company, the Option Holder shall have the right to exercise this option, in whole or in part, at any time prior to the termination of this option without regard to the extent that he would have been entitled to do so under Section 2 hereof.

13. Law Governing. This Agreement 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.

14. Date of Grant. The date of grant of this option is _____, 19 ____.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Option Holder, to evidence his consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 14 hereof.

ON THE BORDER CAFES, INC.

By

_____, Option Holder

ON THE BORDER CAFES, INC.
NONQUALIFIED STOCK OPTION AGREEMENT

1. Grant of Option. Pursuant to the On the Border Cafes, Inc. Stock Option Plan (the "Plan") for key employees of On the Border Cafes, Inc. (the "Company") and its subsidiaries, the Company grants to

(the "Option Holder")

a nonqualified option to purchase from the Company a total of _____ shares of Common Stock, \$.02 par value, of the Company at \$ _____ per share (being at least the fair market value per share of the Common Stock on the date of this grant), in the amounts, during the periods and upon the terms and conditions set forth in this Agreement. This option is not intended to constitute an incentive option within the meaning of I.R.C. Section 422.

2. Time of Exercise. Except only as specifically provided elsewhere in this Agreement, this option is exercisable in the following cumulative installments:

First installment. Up to _____ of the total optioned shares at any time after one year from the date of grant.

Second installment. Up to an additional _____ of the total optioned shares at any time after two years from the date of grant.

Third installment. Up to an additional _____ of the total optioned shares at any time after three years from the date of grant.

Fourth installment. Up to an additional _____ of the total optioned shares at any time after four years from the date of grant.

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 of the Option Holder's termination of employment for whatever cause, the option will be exercisable only to the extent that the Option Holder could have exercised it on the date of his termination of employment.

3. Exercise of Option. The exercise of this option shall entitle the Option Holder to purchase shares of Common Stock of the Company. If requested by the Option Holder and approved by the Company, 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.

4. Subject to Plan. This option and the grant and exercise thereof are subject to the terms and conditions of 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 Agreement. In addition, this option is subject to any rules and regulations promulgated pursuant to the Plan, now or hereafter in effect.

5. Term. This option will terminate at the first of the following:

- (a) 5 p.m. on _____, 19__.
- (b) 5 p.m. on the date one year following the date of the Option Holder's death.
- (c) 5 p.m. on the date the Option Holder's employment with the Company and its subsidiaries terminates for reasons of dishonesty, whether in the course of his employment or otherwise, or for assisting a competitor without permission, or for interfering with the Company's relationship with a customer, or for any similar action (hereinafter collectively referred to as "disloyalty").
- (d) 5 p.m. on the date 30 days following the date the Option Holder's employment with the Company and its subsidiaries terminates for a reason other than death or disloyalty.

6. 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 prior to the termination date specified in Section 5 hereof without having exercised the option as to all of the shares covered hereby, the option may be exercised to the extent the Option Holder could have exercised the option on the date of his death at any time prior to the earlier of the dates specified in 5(a) and (b) hereof by 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, subject to the other terms of this Agreement, the Plan and applicable laws, rules and regulations.

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 30 days 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) disloyalty, the option will terminate as provided in Section 5(c) or (ii) death, the option may be exercised in accordance with Section 6.

8. Manner of Exercise. Subject to such administrative regulations as the Board of Directors of 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 this Agreement, (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 hereof by payment of Common Stock, full payment in Common Stock in exchange for the shares being purchased hereunder. In addition, the Option Holder shall tender payment of the amount as may be requested pursuant to Section 15 by the Company for the purpose of satisfying its liability to withhold federal, state or local income on other taxes incurred by reason of the exercise of this option.

The Company shall advise the Option Holder or beneficiary in writing, within ten business days after the first Board of Directors (or the administering committee thereof, if any,) 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 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.

10. Rights of Shareholder. The Option Holder will have no rights as a shareholder 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 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. Acceleration of Exercise Upon Change in Control. Upon the dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving corporation (other than a merger into a subsidiary or parent of the Company, or a merger the primary purpose of which is reincorporation), a sale or conveyance of all or substantially all of its assets, or a transaction or series of related transactions in which another corporation becomes the owner of fifty percent (50%) or more of the total combined voting power of all classes of stock of the Company, the Option Holder shall have the right to exercise this option, in whole or in part, at any time prior to the termination of this option without regard to the extent that he would have been entitled to do so under Section 2 hereof.

13. Law Governing. This Agreement 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.

14. Date of Grant. The date of grant of this option is _____, 19__.

15. 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.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Option Holder, to evidence his consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 14 hereof.

ON THE BORDER CAFES, INC.

By

, Option Holder

EXHIBIT 5

OPINION OF CROUCH & HALLETT, L.L.P.

(214) 953-0053

November 16, 1994

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 123,742 shares (the "Shares") of Common Stock, \$.10 par value. The Shares are to be issued upon the exercise of options granted under the stock option plan of a subsidiary of the Company as 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, are 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, L.L.P.

EXHIBIT 23(a)

INDEPENDENT AUDITORS' CONSENT

The Board of Directors
Brinker International, Inc.

We consent to the use of our reports dated July 29, 1994, relating to the consolidated balance sheets of Brinker International, Inc. and subsidiaries as of June 29, 1994 and June 30, 1993, and the related consolidated statements of income, shareholders' equity, and cash flows for each of the years in the three-year period ended June 29, 1994, and all related schedules incorporated by referenced in the Registration Statement on Form S-8 of Brinker International, Inc. for the Amended and Restated On The Border Cafes, Inc. Stock Option Plan.

KPMG Peat Marwick, L.L.P.

Dallas, Texas
November 16, 1994

EXHIBIT 23(b)

CONSENT OF CROUCH & HALLETT, L.L.P.

[INCLUDED AS PART OF EXHIBIT 5]