

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
(State of incorporation)

75-1914582
(I.R.S. employer identification no.)

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

75240
(Zip code)

Stock Option and Incentive Plan
Brinker International, Inc. 401(k) Savings Plan
As Restated Effective January 1, 1999
(Full title of the plans)

Roger F. Thomson
Executive Vice President and General Counsel
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
(972) 980-9917

(Name, address and telephone number, including area code, of agent for service)

APPROXIMATE DATE OF PROPOSED COMMENCEMENT OF SALES PURSUANT TO THE PLAN: Sales to the purchasers 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*
Common Stock, \$0.10 par value				
Stock Option and Incentive Plan	4,500,000	\$34.08	\$153,360,000	\$12,422.16
Brinker International, Inc. 401(k) Savings Plan As Restated Effective January 1, 1999	500,000 (1)	\$24.08	\$17,040,000	\$1,380.24
Total	5,000,000	\$34.08	\$170,400,000	\$13,802.40

* Estimated solely for purposes of calculating the registration fee, which has been computed in accordance with Rule 457(h).

(1) Pursuant to Rule 416(c) under the Securities Act of 1933, as amended, this Registration Statement also covers an indeterminate amount of interests to be offered or sold pursuant to the Brinker International, Inc. 401(k) Savings Plan as Restated Effective January 1, 1999.

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 registrant pursuant to Section 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 registrant's latest annual report filed pursuant to Section 13(a) or 15(d) of the 1934 Act or the latest prospectus filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended, (the "1933 Act"), which contains, either directly or by incorporation by reference, certified financial statements for the registrant'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 registrant's Common Stock, \$.10 par value ("Common Stock"), which is contained in the Company's latest registration statement filed under the 1934 Act, including any amendments or reports 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 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.

5 Opinion of Hallett & Perrin, P.C. *

23(a) Consent of KPMG LLP. *

23(b) Consent of Hallett & Perrin, P.C. (included as part of Exhibit 5).

24 Power of Attorney (see signature page of this Registration Statement).

99(a) Registrant's Stock Option and Incentive Plan. (1)

99(b) Brinker International, Inc. 401(k) Savings Plan as Restated Effective January 1, 1999. (2)

99(c) Amendments No. 1, 2, and 3 to Brinker International, Inc. 401(k) Savings Plan as Restated Effective January 1, 1999. *

* Filed herewith.

(1) Filed as an exhibit to annual report on Form 10-K for the year ended June 30, 1999 and incorporated herein by reference.

(2) Filed as an exhibit to registration statement on Form S-8 filed July 25, 2000, SEC File No. 333-42224, and incorporated herein by reference.

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:

(i) Include any prospectus required by Section 10(a)(3) of the 1933 Act.;

(ii) Reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement;

(iii) Include any material information on the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

provided, however, that (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the 1934 Act that are incorporated by reference in this registration statement.

(b) That, for the purpose of determining any liability under the 1933 Act, 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 1933 Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the 1934 Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the 1934 Act) 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 1933 Act 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.

Pursuant to the requirements of the 1933 Act, this registration statement has been signed below by the following persons in the capacities and on May 30, 2003.

Signature

Title

/s/ Ronald A. McDougall
Ronald A. McDougall

Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

/s/ Charles M. Sonsteby
Charles M. Sonsteby

Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

/s/ Douglas H. Brooks
Douglas H. Brooks

President, Chief Operating Officer and Director

/s/ Dan W. Cook, III
Dan W. Cook, III

Director

/s/ Marvin J. Girouard
Marvin J. Girouard

Director

/s/ Ronald Kirk
Ronald Kirk

Director

/s/ Jeffrey A. Marcus
Jeffrey A. Marcus

Director

/s/ Erle Nye
Erle Nye

Director

/s/James E. Oesterreicher
James E. Oesterreicher

Director

/s/ Cece Smith
Cece Smith

Director

/s/Roger T. Staubach
Roger T. Staubach

Director

INDEX TO EXHIBITS

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(214) 953-0053

May 30, 2003

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 (the "Registration Statement") filed under the Securities Act of 1933, as amended, covering the issuance of a maximum of 5,000,000 shares (the "Shares") of Common Stock, \$.10 par value, of the Company to be issued in connection with the Stock Option and Incentive Plan and Brinker International, Inc. 401(k) Savings Plan As Restated Effective January 1, 1999.

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

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

Very truly yours,

/s/ HALLETT & PERRIN, P.C.

Consent of Independent Auditors

The Board of Directors

Brinker International, Inc.:

We consent to the use of our report dated July 31, 2002, except for Note 13, as to which the date is as of August 6, 2002, with respect to the consolidated financial statements of Brinker International, Inc. and subsidiaries as of June 26, 2002 and June 27, 2001 and for each of the years in the three-year period ended June 26, 2002, incorporated herein by reference.

KPMG LLP

Dallas, Texas
May 30, 2003

**AMENDMENT NO. 1
TO THE
BRINKER INTERNATIONAL, INC.
401(K) SAVINGS PLAN
AS RESTATED EFFECTIVE JANUARY 1, 1999**

WHEREAS, BRINKER INTERNATIONAL, INC., a Delaware corporation (the "Company"), has heretofore adopted the BRINKER INTERNATIONAL, INC. 401(K) SAVINGS PLAN AS RESTATED EFFECTIVE JANUARY 1, 1999 (the "Plan"); and

WHEREAS, pursuant to those provisions of the Plan permitting the Company to amend the Plan from time to time, the Company desires to amend the Plan in certain respects;

NOW THEREFORE, the Plan is hereby amended as follows:

1. Section 4.06 of the Plan is hereby amended to read as follows:

"Effective December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u)."

2. Section 6.04(c) of the Plan is hereby amended read as follows:

"(c) Direct Rollovers--Notwithstanding any provision of the Plan to the contrary, the recipient of all or any portion of a Participant's or Former Participant's benefits, other than a Beneficiary who is not a surviving spouse, may elect, in the manner prescribed by the Committee, to have any portion of an eligible rollover distribution paid directly to an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that will accept the eligible rollover distribution, as specified by the recipient; provided, however, that a recipient who is a surviving spouse may elect a direct rollover to an individual retirement account or individual retirement annuity only. For purposes of this Section 6.04(c), an "eligible rollover distribution" shall mean any distribution of all or any portion of the balance to the credit of the recipient, except (i) a distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the recipient or the joint lives (or joint life expectancies) of the recipient and the recipient's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) a distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income; or (iv) effective for Plan Years beginning on or after January 1, 1999, any hardship distribution described in Code Section 401(k)(2)(B)(i) (IV)."

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name and on its behalf on this 11th day of April, 2001, effective as of January 1, 1999.

BRINKER INTERNATIONAL, INC.

By: /s/ Charles M. Sonsteby

Title: Senior Vice President, Chief Financial Officer

ATTEST:

/s/ Peggy S. Mifflin
Peggy S. Mifflin

**AMENDMENT NO. 2
TO THE
BRINKER INTERNATIONAL, INC.
401(K) SAVINGS PLAN
AS RESTATED EFFECTIVE JANUARY 1, 1999**

WHEREAS, BRINKER INTERNATIONAL, INC., a Delaware corporation (the "Company") has heretofore adopted the BRINKER INTERNATIONAL, INC. 401(K) SAVINGS PLAN AS RESTATED EFFECTIVE JANUARY 1, 1999 (the "Plan");

WHEREAS, the Company desires to amend the Plan in certain respects as hereinafter provided.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Article 3 of the Plan is hereby amended effective February 1, 2001 by adding at the end thereof the following new Section 3.6 to be and read as follows:

"3.6 Special Rules for Employees of RPI, Inc.

(a) Notwithstanding any provision to the contrary herein contained, the following special rules shall apply with respect to any Employee as of February 1, 2001, who immediately prior to such date was a participant in a retirement plan sponsored by RPI, Inc. (the "RPI retirement plan"):

(i) Such Employee shall be eligible to become a Participant in the Plan on February 1, 2001.

(ii) For purposes of determining such Employee's vested percentage under Section 6.03(b) hereof, such Employee shall receive credit for service with respect to periods of employment with RPI, Inc. prior to February 1, 2001, as determined in accordance with the provisions of the RPI retirement plan, as applicable, or if, as of February 1, 2001, such employee participated in more than one RPI retirement plan, as determined in accordance with the provisions of whichever such plan provides the greater service credit.

(b) Each employee of RPI, Inc. who immediately prior to February 1, 2001 was not a participant in, or eligible to participate in, a RPI retirement plan shall be eligible to become a Participant in the Plan on the date on which it is determined that he satisfies the requirements of Section 3.01 hereof; provided that, in making such determination, such Employee shall be credited with service with respect to periods of employment with RPI, Inc. prior to February 1, 2001, determined as if such employer were a Participating Employer hereunder."

2. Article 3 of the Plan is hereby amended effective April 12, 2001 by adding at the end thereof the following new Section 3.7 to be and read as follows:

"3.7 Special Rules for Employees of NE Restaurant Company, Inc., NERC Limited Partnership, and NERC Limited Partnership II

(a) Notwithstanding any provision to the contrary herein contained, the following special rules shall apply with respect to any Employee as of April 12, 2001, who immediately prior to such date was a participant in either the New England Restaurant Company, Inc. 401(k) Plan (the "NERCO 401(k) Plan") or the New England Restaurant Company, Inc. Savings and Investment Plan (the "NERCO Savings Plan"):

(i) Such Employee shall be eligible to become a Participant in the Plan on April 12, 2001.

(ii) For purposes of determining such Employee's vested percentage under Section 6.03(b) hereof, such Employee shall receive credit for service with respect to periods of employment with NE Restaurant Company, Inc., NERC Limited Partnership, or NERC Limited Partnership II prior to April 12, 2001, as determined in accordance with the provisions of the NERCO 401(k) Plan or the NERCO Savings Plan, as applicable, or, if as April 12, 2001, such Employee participated in both the NERCO 401(k) Plan and the NERCO Savings Plan, as determined in accordance with the provisions of whichever such plan provides the greater service credit.

(b) Each employee of NE Restaurant Company, Inc., NERC Limited Partnership, or NERC Limited Partnership II who immediately prior to April 12, 2001 was not a participant in, or eligible to participate in, the NERCO 401(k) Plan or the NERCO Savings Plan shall be eligible to become a Participant in the Plan on the date on which it is determined that he satisfies the requirements of Section 3.01 hereof; provided that, in making such determination, such Employee shall be credited with service with respect to periods of employment with NE Restaurant Company, Inc., NERC Limited Partnership, or NERC Limited Partnership II prior to April 12, 2001, determined as if such employers were Participating Employers hereunder."

3. Article 3 of the Plan is hereby amended effective May 31, 2001 by adding at the end thereof the following new Section 3.8 to be and read as follows:

"3.8 Special Rules for Employees of Briad Saulsa Development, LLC

(a) Notwithstanding any provision to the contrary herein contained, the following special rules shall apply with respect to any Employee as of May 31, 2001, who immediately prior to such date was a participant in a retirement plan sponsored by Briad Saulsa Development, LLC ("Briad Saulsa plan"):

(i) Such Employee shall be eligible to become a Participant in the Plan on May 31, 2001.

(ii) For purposes of determining such Employee's vested percentage under Section 6.03(b) hereof, such Employee shall receive credit for service with respect to periods of employment with Briad Saulsa Development, LLC prior to May 31, 2001, as determined in accordance with the provisions of the Briad Saulsa retirement plan, as applicable, or if, as of May 31, 2001, such employee participated in more than one RPI retirement plan, as determined in accordance with the provisions of whichever such plan provides the greater service credit.

(b) Each employee of Briad Saulsa Development, LLC who immediately prior to May 31, 2001 was not a participant in, or eligible to participate in, a Briad Saulsa retirement plan shall be eligible to become a Participant in the Plan on the date on which it is determined that he satisfies the requirements of Section 3.01 hereof; provided that, in making such determination, such Employee shall be credited with service with respect to periods of employment with Briad Saulsa Development, LLC prior to May 31, 2001, determined as if such employer were a Participating Employer hereunder."

4. Article 3 of the Plan is hereby amended effective June 28, 2001 by adding at the end thereof the following new Section 3.9 to be and read as follows:

"3.9. Special Rules for Employees of Hal Smith Restaurant Group, Inc., OTB-Norman, Inc., OTB-OKC Northwest, Inc. or OTB-Meridian, Inc.

(a) Notwithstanding any provision to the contrary herein contained, the following special rules shall apply with respect to any Employee as of June 28, 2001, who immediately prior to such date was a participant in a retirement plan sponsored by Hal Smith Restaurant Group, Inc., OTB-Norman, Inc., OTB-OKC Northwest, Inc. or OTB-Meridian, Inc. ("Hal-OTB retirement plan"):

(i) Such Employee shall be eligible to become a Participant in the Plan on June 28, 2001.

(ii) For purposes of determining such Employee's vested percentage under Section 6.03(b) hereof, such Employee shall receive credit for service with respect to periods of employment with Hal Smith Restaurant Group, Inc., OTB-Norman, Inc., OTB-OKC Northwest, Inc., or OTB-Meridian, Inc. prior to June 28, 2001, as determined in accordance with the provisions of the Hal-OTB retirement plan, as applicable, or if, as of June 28, 2001, such employee participated in more than one Hal-OTB retirement plan, as determined in accordance with the provisions of whichever such plan provides the greater service.

(b) Each employee of Hal Smith Restaurant Group, Inc., OTB-Norman, Inc., OTB-OKC Northwest, Inc., or OTB-Meridian, Inc. who immediately prior to June 28, 2001 was not a participant in, or eligible to participate in, a Hal-OTB retirement plan shall be eligible to become a Participant in the Plan on the date on which it is determined that he satisfies the requirements of Section 3.01 hereof; provided that, in making such determination, such Employee shall be credited with service with respect to periods of employment with Hal Smith Restaurant Group, Inc., OTB-Norman, Inc., OTB-OKC Northwest, Inc., or OTB-Meridian, Inc. prior to June 28, 2001, determined as if such employers were Participating Employers hereunder."

5. Article 3 of the Plan is hereby amended effective November 15, 2001 by adding at the end thereof the following new Section 3.10 to be and read as follows:

"3.10 Special Rules for Employees of The Sydran Group, LLC and Sydran Food Services, II, LP

(a) Notwithstanding any provision to the contrary herein contained, the following special rules shall apply with respect to any Employee as of November 15, 2001, who immediately prior to such date was a participant in a retirement plan sponsored by The Sydran Group, LLC or Sydran Food Services II LP ("Sydran retirement plan"):

(i) Such Employee shall be eligible to become a Participant in the Plan on November 15, 2001.

(ii) For purposes of determining such Employee's vested percentage under Section 6.03(b) hereof, such Employee shall receive credit for service with respect to periods of employment with The Sydran Group, LLC or Sydran Food Services II, LP prior to November 15, 2001, as determined in accordance with the provisions of the Sydran retirement plan, as applicable, or if, as of November 15, 2001, such employee participated in more than one Sydran retirement plan, as determined in accordance with the provisions of whichever such plan provides the greater service credit.

(b) Each employee of The Sydran Group, LLC or Sydran Food Services II, LP who immediately prior to November 15, 2001 was not a participant in, or eligible to participate in, a Sydran retirement plan shall be eligible to become a Participant in the Plan on the date on which it is determined that he satisfies the requirements of Section 3.01 hereof; provided that, in making such determination, such Employee shall be credited with service with respect to periods of employment with The Sydran Group, LLC or Sydran Food Services II, LP prior to November 15, 2001, determined as if such employers were Participating Employers hereunder."

6. Section 5.03 of the Plan is hereby amended effective January 1, 2001 by revising paragraph (a) thereof to be and read as follows:

"(a) Notwithstanding anything contained herein to the contrary, the total additions made to the Salary Reduction Account and Company Matching Contribution Account of a Participant for any Year shall not exceed the lesser of (1) or (2), where--

(1) is the greater of \$30,000 (or such greater amount as permitted under either Internal Revenue Service rulings to reflect increases in the cost-of-living or subsequent revisions of the Code); and

(2) is 25% of the Participant's total compensation for such Year.

For purposes of this Section 5.03, a Participant's 'total compensation' includes earned income, wages, salaries, fees for professional service and other amounts received for personal services actually rendered in the course of employment with his Employer (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and excluding the following: (i) Employer contributions to a plan of deferred compensation to the extent contributions are not included in the gross income of a Participant for the taxable year in which contributed, or on behalf of a Participant to a simplified employee pension plan under Code Section 219(b)(7), and any distributions from a plan of deferred compensation whether or not includible in the gross income of the Participant when distributed, provided that a Participant's 'total compensation' shall include his Savings Contributions, contributions to a plan described in Code Section 125, and transportation fringe benefits described in Code Section 132(f)(4); (ii) amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by a Participant becomes freely transferable or is no longer subject to a substantial risk of forfeiture; (iii) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; (iv) other amounts which receive special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Code Section 403(b) (whether or not the contributions are excludible from the gross income of the Participant); and (v) compensation in excess of \$150,000 (as automatically increased in accordance with Treasury Department regulations to reflect cost-of-living adjustments or in accordance with subsequent revisions of the Code)."

7. Effective as of the dates specified therein, the Company hereby adopts the **Economic Growth and Tax Relief Reconciliation Act 2001 Model Amendment to the Brinker International, Inc. 401(k) Savings Plan**, a copy of which is attached hereto as Appendix I and incorporated herein by reference.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name and on its behalf on this 7th day of February, 2001, effective as of the dates noted above.

BRINKER INTERNATIONAL, INC.

By The Executive Committee
Board of Directors

/s/ Jeffrey A. Marcus
Jeffrey A. Marcus

/s/ Daniel W. Cook, III
Daniel W. Cook, III

/s/ Donald J. Carty
Donald J. Carty

/s/ Marvin J. Girouard
Marvin J. Girouard

/s/ Ronald A. McDougall
Ronald A. McDougall

ATTEST:

/s/ Peggy S. Mifflin
Peggy S. Mifflin

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 11th day of February, 2002, by the Executive Committee of BRINKER INTERNATIONAL, INC.

/s/ Kim A. Van Sicklen
Notary Public in and for
the State of Texas

My Commission Expires:

Print Name of Notary:

May 10, 2002

Kim Van Sicklen

(SEAL)

Appendix No. I

Model Amendment to the Brinker International, Inc. 401(k) Savings Plan for EGTRRA

Preamble

1. Adoption and Effective Date of Amendment. This model amendment of the Plan is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). This amendment is intended as good faith compliance with the requirements of EGTRRA, is to be construed in accordance with EGTRRA and guidance issued thereunder, and may be replaced prior to December 31, 2002 with an individually designed amendment incorporating substantially the same provisions. Except as otherwise provided, this amendment shall be effective as of the first day of the first Plan year beginning after December 31, 2001.
2. Supersession of Inconsistent Provisions. This amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

Section I. Limitations on Contributions

1. Effective Date. This section shall be effective January 1, 2002.
2. Maximum Annual Addition. Except to the extent permitted under Section 414(v) of the Code, if applicable, the annual addition that may be contributed or allocated to a participant's account under the Plan for any taxable year shall not exceed the lesser of:
 - (a) \$40,000, as adjusted either for increases in the cost-of-living under Section 415(d) of the Code or in accordance with subsequent revisions of the Code, or
 - (b) 100 percent of the participant's compensation, within the meaning of Section 415(c)(3) of the Code, for the taxable year.

The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419(A)(f)(2) of the Code) which is otherwise treated as an annual addition.

Section II. Increase in Compensation Limit

The annual compensation of each participant taken into account in determining allocations for any taxable year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted either for cost-of-living increases under Section 401(a)(17)(B) of the Code or in accordance with subsequent revisions of the Code. Annual compensation means compensation during the Plan year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

Section III. Modification of Top-Heavy Rules

1. Effective Date. This section shall apply for purposes of determining whether the Plan is a top-heavy Plan under Section 416(g) of the Code for Plan years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Section 416(c) of the Code for such years. This section amends Section 5.04 of the Plan.

2. Determination of Top-Heavy Status.

2.1 Key Employee. Key employee means any employee or former employee (including any deceased employee) who at any time during the Plan year that includes the determination date was an officer of the employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan years beginning after December 31, 2002 or as adjusted under subsequent revisions of the Code), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than \$150,000 (as adjusted under subsequent revisions of the Code). For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a key employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

2.2 Determination of Present Values and Amounts. This section 2.2 shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the determination date.

2.2.1 Distributions During Year Ending on the Determination Date. The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the Plan and any Plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated Plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

2.2.2 Employees Not Performing Services During Year Ending on the Determination Date. The accrued benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.

3. Minimum Benefits.

3.1 Matching Contributions. Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another Plan, such other Plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Section 401(m) of the Code.

Section IV. Direct Rollovers of Plan Distributions

1. Effective Date. This section shall apply to distributions made after December 31, 2001.

2. Modification of Definition of Eligible Rollover Distribution to Exclude Hardship Distributions. For purposes of the direct rollover provisions in Section 6.07(a) of the Plan, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement Plan.

Section VI. Rollovers from Other Plans

Direct Rollover:

The Plan will accept a direct rollover of an eligible rollover distribution from:

a qualified Plan described in Section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.

an annuity contract described in Section 403(b) of the Code, excluding after-tax employee contributions.

an eligible Plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

PARTICIPANT ROLLOVER CONTRIBUTIONS FROM OTHER PLANS:

The Plan will accept a participant contribution of an eligible rollover distribution from:

a qualified Plan described in Section 401(a) or 403(a) of the Code.

an annuity contract described in Section 403(b) of the Code.

an eligible Plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

PARTICIPANT ROLLOVER CONTRIBUTIONS FROM IRAS:

The Plan:

will not accept a participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

Section VII. Rollovers Disregarded in Involuntary Cash-Outs

1. Applicability and Effective Date. This section shall be effective for distributions after December 31, 2001.
2. Rollovers Disregarded in Determining Value of Account Balance for Involuntary Distributions. For purposes of Section 6.04(b) of the Plan the value of a participant's nonforfeitable account balance shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the participant's nonforfeitable account balance as so determined is \$5,000 or less, the Plan shall immediately distribute the participant's entire nonforfeitable account balance.

Section VIII. Repeal of Multiple Use Test

The multiple use test described in Treasury Regulation section 1.401(m)-2 and Section 4.01(b)(2) of the Plan shall not apply for Plan years beginning after December 31, 2001.

Section IX. Elective Deferral - Contribution Limitation

No participant shall be permitted to have elective deferrals made under this Plan, or any other qualified Plan maintained by the employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year.

Section XI. Suspension Period Following Hardship Distribution

A participant who receives a distribution of elective deferrals after December 31, 2001 on account of hardship shall be prohibited from making elective deferrals and employee contributions under this and all other Plans of the employer for 6 months after receipt of the distribution. A participant who receives a distribution of elective deferrals in calendar year 2001 on account of hardship shall be prohibited from making elective deferrals and employee contributions under this and all other Plans of the employer for 6 months after receipt of the distribution or until January 1, 2002, if later.

**AMENDMENT NO. 3
TO THE
BRINKER INTERNATIONAL, INC.
401(K) SAVINGS PLAN
AS RESTATED EFFECTIVE JANUARY 1, 1999**

WHEREAS, BRINKER INTERNATIONAL, INC., a Delaware corporation (the "Company") has heretofore adopted the BRINKER INTERNATIONAL, INC. 401(K) SAVINGS PLAN AS RESTATED EFFECTIVE JANUARY 1, 1999 (the "Plan");

WHEREAS, the Company desires to amend the Plan in certain respects as hereinafter provided.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Section 3.01(b) of the Plan is hereby amended effective January 1, 2003 to be and read as follows:

"(b) A Salaried Eligible Employee shall become eligible to participate in the Plan on the later of (i) his attainment of age 21 or (ii) his Employment Commencement Date."

2. Section 4.01(b) of the Plan is hereby amended effective January 1, 2003 to be and read as follows:

"(b) Additional Matching Contribution-

(1) In General. For each payroll period, each Employer shall make an additional contribution on behalf of each Participant who is a Salaried Eligible Employee for whom a contribution was made pursuant to paragraph (a) of this Section 4.01. Such contributions shall be a cash contribution equal to twenty-five percent (25%) of that portion of the Participant's Savings Contributions for such payroll period which does not exceed five percent (5%) of his Compensation for such payroll period.

Company Matching Contributions of the Employers shall be paid to the Trustee and payment generally shall be made following each payroll period; provided, however, that payments shall be made not later than the time prescribed by law for filing the consolidated Federal income tax return of the Employers, including any extensions which have been granted for the filing of such tax return.

For any Year, the Employers may decline to make any portion of the contribution specified in this paragraph (b) if the Employers determine that such action is necessary to ensure that the discrimination requirements of Code Section 401(a)(4), as amended, or the discrimination tests of Code Section 401(m), as amended, are satisfied; or, alternatively, in the case of a violation of the discrimination tests of Code Section 401(m), the Employers may direct the Trustee to distribute by the last day of the following Year "excess aggregate contributions" (as defined in Code Section 401(m)(6)(B)) to the Participants by or on whose behalf such contributions were made."

3. The first paragraph of Section 4.02 of the Plan is hereby amended effective January 1, 2003 to be and read as follows:

"4.02 Participant Salary Reduction

Upon commencement of Participation hereunder and in accordance with such procedures as the Committee or Trustee shall prescribe, a Participant shall, as provided in Section 3.03, enter into a salary reduction agreement with his Employer. The terms of such salary reduction agreement shall provide that the Participant agrees to accept a reduction in salary from the Employer equal to (i) any whole percentage of his Compensation per payroll period, with such percentage to be not less than one percent (1%) and not more than fifty percent (50%) of such Compensation, and (ii) for a Salaried Eligible Employee, any whole percentage of his Compensation received in the form of a bonus payment."

4. Section 7.03(b)(1) of the Plan is hereby amended effective January 1, 2003 to be and read as follows:

"(1) A Participant may change his investment designation for his future Company Matching Contributions and/or his existing Company Matching Contribution Account balances at the same time and in the same manner as his Savings Contribution Account balances."

IN WITNESS WHEREOF, the Company, **BRINKER INTERNATIONAL, INC.**, has caused this instrument to be executed in the name and on its behalf on this 12th day of September, 2002, effective as of the dates noted above.

BRINKER INTERNATIONAL, INC.

By The Executive Committee,
Board of Directors

/s/ Jeffrey A. Marcus
Jeffrey A. Marcus

/s/ Daniel W. Cook, III
Daniel W. Cook, III

/s/ Marvin J. Girouard
Marvin J. Girouard

/s/ Ronald A. McDougall
Ronald A. McDougall