

### Summary Plan Description

As an employee of OSI RESTAURANT PARTNERS, LLC (the "Employer") you are entitled to certain benefits. The information appearing on the following pages, together with the policy prepared by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies (the "Insurer"), which is available upon request to the Plan Administrator, are a summary of the benefits to which you are entitled. These materials are referred to as a Summary Plan Description ("SPD") and are required by the Employee Retirement Income Security Act of 1974 ("ERISA").

As you read the SPD, please keep in mind that it is only a summary of the plan described. As such, it is shorter and less technical than the underlying legal documents that establish the plans, determine eligibility and specify the nature of benefit payments. This SPD does not alter the insurance policies or any other legal instruments relating to any plan. If there is any conflict or inconsistency between this SPD and the insurance policies or other documents constituting any plan, the legal documents that establish the plan will be controlling.

<b>Name of Plan:</b>	OSI RESTAURANT PARTNERS, LLC Business Travel Accident plan
<b>Type of Plan:</b>	Group Accidental Death & Dismemberment Insurance
<b>Eligibility, Participation and Coverage:</b>	<p>Class 1: All U.S. Joint Venture Partners and Regional Vice Presidents of Company owned stores of the Policyholder.</p> <p><b>24 Hour Business Travel Hazard:</b> The policy provides you with accident coverage while you are traveling on OSI RESTAURANT PARTNERS, LLC business away from your regular place of employment, at the authorization, direction and expense of OSI RESTAURANT PARTNERS, LLC and; for periods of 180 days or less.</p> <p>Business travel includes travel or activities that are unrelated to business and which take place away from your residence or regular place of employment. Such travel or activities must coincide with your business travel and is limited to any consecutive 7 day period immediately prior to, during or immediately following such business travel.</p> <p>Class 2: All US Home Office Employees including Brand Home Office of the Policyholder.</p> <p><b>24 Hour Business Travel Hazard:</b> The policy provides you with accident coverage while you are traveling on OSI RESTAURANT PARTNERS, LLC business away from your regular place of employment, at the authorization, direction and expense of OSI RESTAURANT PARTNERS, LLC and; for periods of 180 days or less.</p> <p>Business travel includes travel or activities that are unrelated to business and which take place away from your residence or regular place of employment.</p>

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Class 3: All US Food Service Techs of Company owned stores of the Policyholder.

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Class 4: All US Managing Partners, Managing Partners in Training, Managers in Training and Chef Partners of Company owned stores of the Policyholder.

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Class 5: All US JVP and RVP Admins of Company owned stores of the Policyholder.

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Class 6: All US regional Culinary Directors, Directors of Beverage, & National Culinary Directors of Company owned stores of the Policyholder.

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Class 7: All US Front of House Managers, Float Managers, Senior Managers, EVENT Team Members, Food Delivery Team Members, Regional Catering Managers and Catering Drivers of Company owned stores of the Policyholder.

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Class 8: All US Kitchen Managers, Senior Kitchen Managers, Culinary Managers, Executive Sous Chefs and Sous Chefs of Company owned stores of the Policyholder.

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Class 9: All US Key Hourly Managers of Company owned stores of the Policyholder.

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Class 10: Private Dining Directors (Group Sales Managers)and Group & Event Dining Managers of Company owned stores of the Policyholder.

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Class 11: Regional Training Managers, Regional Trainers and New Store Opening Trainers of Company owned stores of the Policyholder.

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<b>Description of Benefits:</b>	<p>The following are <b>Principal Sums</b> for each <b>Class</b>:</p> <table border="0"> <thead> <tr> <th><b>Class</b></th> <th><b>Principal Sum</b></th> </tr> </thead> <tbody> <tr><td>1</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>2</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>3</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>4</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>5</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>6</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>7</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>8</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>9</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>10</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> <tr><td>11</td><td>One (1) times Salary subject to a Maximum of \$500,000</td></tr> </tbody> </table> <p>This benefit will pay the applicable benefit amount shown if an accident results in a covered loss not otherwise excluded. The accident must result from an insured hazard and occur while you are insured under the policy, while it is in force. The covered loss must occur within one (1) year after the accident.</p> <table border="0"> <thead> <tr> <th><b>Accidental:</b></th> <th><b>Benefit Amounts (Percentage of Principal Sum)</b></th> </tr> </thead> <tbody> <tr><td><b>Loss of Life</b></td><td>100%</td></tr> <tr><td><b>Loss of Speech and Loss of Hearing</b></td><td>100%</td></tr> <tr><td><b>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b></td><td>100%</td></tr> <tr><td><b>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b></td><td>100%</td></tr> <tr><td><b>Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b></td><td>100%</td></tr> <tr><td><b>Quadriplegia</b></td><td>100%</td></tr> <tr><td><b>Paraplegia</b></td><td>75%</td></tr> <tr><td><b>Hemiplegia</b></td><td>50%</td></tr> <tr><td><b>Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)</b></td><td>50%</td></tr> </tbody> </table>	<b>Class</b>	<b>Principal Sum</b>	1	One (1) times Salary subject to a Maximum of \$500,000	2	One (1) times Salary subject to a Maximum of \$500,000	3	One (1) times Salary subject to a Maximum of \$500,000	4	One (1) times Salary subject to a Maximum of \$500,000	5	One (1) times Salary subject to a Maximum of \$500,000	6	One (1) times Salary subject to a Maximum of \$500,000	7	One (1) times Salary subject to a Maximum of \$500,000	8	One (1) times Salary subject to a Maximum of \$500,000	9	One (1) times Salary subject to a Maximum of \$500,000	10	One (1) times Salary subject to a Maximum of \$500,000	11	One (1) times Salary subject to a Maximum of \$500,000	<b>Accidental:</b>	<b>Benefit Amounts (Percentage of Principal Sum)</b>	<b>Loss of Life</b>	100%	<b>Loss of Speech and Loss of Hearing</b>	100%	<b>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%	<b>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%	<b>Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%	<b>Quadriplegia</b>	100%	<b>Paraplegia</b>	75%	<b>Hemiplegia</b>	50%	<b>Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)</b>	50%
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<b>Loss of Speech or Loss of Hearing</b>	50%
<b>Uniplegia</b>	25%
<b>Loss of Thumb and Index Finger</b> of the same hand	25%

**Carjacking:** This benefit will pay 10% of the principal sum up to a maximum of \$25,000 if you suffer a covered loss resulting from accidental bodily injury due to carjacking.

**Coma:** This benefit will pay 1% of the principal sum if accidental bodily injury causes you to:

1. lapse into a coma within thirty (30) days after the accident;
2. remain in a coma for thirty (30) consecutive days; and
3. be confined to a hospital or other licensed facility to receive medically necessary treatment for coma, prescribed and supervised by a physician, within the first thirty (30) days following the accident.

The benefit amount for coma is payable monthly up to 100% of the principal sum.

Brief lapses from a coma will not be considered an interruption of the consecutive thirty (30) day period, or cause a discontinuance in payment, if the lapses and subsequent coma recurrences are due to the same accident.

The coma monthly payment will be made until the earliest of the date:

1. you die;
2. you are no longer in a Coma; or
3. total payments equal 100% of the principal sum.

If you die within 365 days after the accident, then the benefit will pay a lump sum equal to your principal sum, less any benefit amount for coma already paid.

**Home Alteration or Vehicle Modification:** This benefit will reimburse charges up to 10% of the principal sum for home alteration and up to 10% of the principal sum for vehicle modification if a covered loss due to an accidental bodily injury requires you to incur expenses for home alteration or vehicle modification. The expenses for home alteration or vehicle modification must be incurred within eighteen (18) months after the accidental bodily injury. The benefit amount for home alteration or vehicle modification is payable if:

1. a physician certifies that the home alteration or vehicle modification is needed to accommodate your physical disability;

2. the home alteration or vehicle modification is made by people experienced in such home alteration or vehicle modification;
3. the home alteration or vehicle modification is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and
4. the home alteration or vehicle modification expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

The benefit amount for home alteration and vehicle modification is payable to the natural person who incurs the expense. In no event will the total payments for home alteration and vehicle modification exceed 20% of the principal sum to a maximum of \$50,000.

**Medical Evacuation and Repatriation:** If your accidental bodily injury, disease or illness occurs during a covered trip and requires:

1. your emergency transportation from the location where you are injured or become ill to the nearest hospital where appropriate medical care and treatment can be provided; or
2. your transfer, from the local hospital where emergency medical treatment is initially given to another hospital or to your domicile or permanent residence; or
3. arrangements for the return of your remains to your domicile or permanent residence in the event of your loss of life;

while you are on a covered trip, then this benefit will pay for the covered expenses for such medical evacuation or repatriation.

This insurance applies only if the covered trip:

1. is more than 100 miles from your primary residence; and
2. lasts no more than 180 consecutive days.

The medical evacuation or repatriation must be ordered by a physician, who certifies that the medical evacuation or repatriation is necessary to prevent death or serious deterioration of your medical condition. The medical evacuation or repatriation must be approved and arranged by the assistance services administrator.

If your accidental bodily injury, disease or illness occurs during a covered trip and requires emergency medical treatment while you are on a covered trip, then this benefit will guarantee payment of the charge made by a hospital prior to and as a condition of your admission for such emergency medical treatment up to \$5,000. The assistance services administrator must

approve the hospital admission guaranty.

If you reside in the United States and you suffer an accidental bodily injury, disease or illness during an insured Hazard and it results in medical expenses being paid while you are on Business Travel outside of the United States, then the insurance will reimburse medical expenses up to \$50,000. The medical expenses must be incurred outside the United States. The medical expenses must be ordered by a physician who certifies that the expenses are necessary to prevent death or serious deterioration of your medical condition. The benefit amount for the medical expense is payable on an excess basis. The insurance company will determine the reasonable and customary charge for the covered medical expense. It will then reduce that amount by amounts already paid or payable by any other plan and will pay the resulting amount but in no event will it pay more than \$50,000. The medical expenses must be the result of medical services that are coordinated or arranged by the assistance services administrator.

If your accidental bodily injury, disease or illness occurs during a covered trip and requires a hospital stay for more than five (5) day(s) while you are on a covered trip, then this benefit will pay up to \$100 per day for up to 5 days for actual costs incurred by an immediate family member for temporary lodging, transportation and meals while traveling to and from visits with you if all the following conditions are met:

1. you are confined to a hospital; and
2. the hospital is at least seventy-five (75) miles from your permanent residence; and
3. all transportation arrangements for an immediate family member are made by the assistance services administrator and are by the most direct and economical route.

If your accidental bodily injury, disease or illness occurs during a covered trip and requires a hospital stay for more than five (5) day(s) while you are on a covered trip, then this benefit will pay for an accompanying dependent child to return to his or her primary residence. All transportation arrangements must be made by the assistance services administrator and shall be by the most direct and economical route.

The benefit amount for medical evacuation or repatriation is payable on an excess basis. The insurance company will determine the charges for medical evacuation or repatriation and will then reduce that amount by amounts already paid or payable by any other plan. The insurance company will pay the resulting benefit amount.

With respect to medical evacuation and repatriation only, the disease or illness exclusion shown in the Exclusions section does not apply.

**Natural Disaster:** This benefit will pay your beneficiary \$5,000 if you suffer a covered loss of life due to a natural disaster.

**Psychological Therapy Expense:** This benefit will reimburse the reasonable and customary expenses up to 5% of the principal sum up to a maximum of \$25,000 for medically necessary counseling for a mental or nervous disorder by a physician, whether on an out-patient basis, in a hospital or any other medical facility licensed to provide such treatment if an accidental bodily injury causes you to suffer a covered loss resulting in a physician's determination that psychological therapy is required for:

1. you; or
2. your dependent.

The benefit amount for psychological therapy expense is payable on an excess basis. The insurance company will determine the charge for the psychological therapy expense and will then reduce that amount by amounts already paid or payable by any other plan. The insurance company will pay the resulting benefit amount, but in no event will it pay more than 5% of the principal sum up to a maximum of \$25,000.

The benefit amount for psychological therapy expense will be paid to the natural person who incurs the expense.

The benefit amount for psychological therapy expense will be paid until the earlier of the date on which:

1. 5% of the principal sum up to a maximum of \$25,000 has been paid;  
or
2. two (2) years have elapsed from the date of a covered loss.

**Rehabilitation Expense:** If an accidental bodily injury causes you to suffer a covered loss which:

1. prevents you from performing all the duties of your regular occupation; and
2. requires you to obtain Rehabilitation, as determined by a physician

then this benefit will reimburse the reasonable and customary charges up to 5% of the principal sum up to a maximum of \$25,000 for treatment, other than psychological therapy, intended to prepare you for work in any gainful occupation, including your regular occupation that is:

1. provided by a therapist licensed, registered, or certified to perform

- such treatment; or
2. provided in a hospital or other facility, which is licensed to provide such treatment.

The rehabilitation must take place under the direction of a physician. The benefit amount for rehabilitation expense is payable on an excess basis. The insurance company will determine the charge for the rehabilitation expense and will then reduce that amount by amounts already paid or payable by any other plan. The insurance company will pay the resulting benefit amount, but in no event will it pay more than 5% of the principal sum up to a maximum of \$25,000.

The benefit amount for rehabilitation expense will be paid until the earlier of the date on which:

1. 5% of the principal sum up to a maximum of \$25,000 has been paid; or
2. two (2) years have elapsed from the date of the accidental bodily injury.

**Seat Belt and Occupant Protection Device:** This benefit will pay 10% of the principal sum if you suffer an accidental bodily injury resulting in a covered loss of life while you are operating or riding in a private passenger automobile, and using a seat belt. The seat belt must have been properly secured and used in accordance with the recommendations of its manufacturer. If it cannot be determined whether you were using a seat belt, then the alternate benefit amount of \$2,000 will be paid.

This benefit will also pay 10% of the principal sum if you suffer an accidental bodily injury as set forth above and you are positioned in a seat protected by a properly deployed occupant protection device. Occupant protection device means either an air bag, which inflates for added protection to the head and chest areas, or any other personal safety restraint system other than a seat belt recognized by the U.S. National Highway Transportation Safety Board. The benefit amount for an occupant protection device will only be paid if a benefit amount for seat belt other than an alternate benefit amount is paid.

Verification of the actual use of the seat belt and proper operation of the occupant protection device at the time of the accident must be part of an official report of such accident or be certified, in writing, by an investigating police officer.

In no event will a benefit amount for seat belt be paid if you are operating or riding as a passenger in any vehicle used for a race or contest of any type.

In no event will the total payments for seat belt and occupant protection

	device exceed 20% of the principal sum to a maximum of \$50,000.
<b>Aggregate Limit of Insurance</b>	<p>\$5,000,000 per <b>Accident</b></p> <p>If more than one (1) <b>Insured Person</b> suffers a <b>Loss</b> in the same <b>Accident</b>, then <b>We</b> will not pay more than the Aggregate Limit of Insurance shown above. If an <b>Accident</b> results in <b>Benefit Amounts</b> becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the <b>Insured Persons</b>, based on each applicable <b>Benefit Amount</b>.</p>
<b>Exclusions:</b>	<p>Insurance does not apply to any accident, accidental bodily injury or loss caused by or resulting from:</p> <ul style="list-style-type: none"> <li>• you being in, entering or exiting any aircraft owned, leased or operated by OSI RESTAURANT PARTNERS, LLC ; or operated by an employee of, or on behalf of OSI RESTAURANT PARTNERS, LLC .This exclusion does not apply to <b>Owned Aircraft, Leased Aircraft</b> or <b>Operated Aircraft</b> listed as on file with the <b>Policyholder</b> when piloted by a certified pilot licensed to operate such aircraft.</li> <li>• you being in, entering or exiting any aircraft while you are acting or training as a pilot or crew member.</li> <li>• your emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.</li> <li>• your incarceration after a conviction.</li> <li>• your participation in military action while in active military service with the armed forces of any country or established international authority. This exclusion does not apply to the first sixty (60) consecutive days of active military service.</li> <li>• you traveling or flying on any aircraft engaged in specialized aviation activities.</li> <li>• your suicide, attempted suicide or intentionally self-inflicted injury.</li> <li>• war .</li> </ul> <p>Insurance also does not apply to any accident, accidental bodily injury or loss when</p> <ol style="list-style-type: none"> <li>1. the United States of America has imposed any trade or economic sanctions prohibiting insurance of any accident, accidental bodily injury or loss; or</li> <li>2. there is any other legal prohibition against providing insurance of any</li> </ol>

	accident, accidental bodily injury or loss.
<b>Termination of Coverage:</b>	This Plan was established after careful study. It is our expectation to continue to sponsor the Plan indefinitely. However, since it is not possible to foresee all future events, we <b>reserve the right to amend, modify or terminate benefits</b> under the Plan, in whole or in part, at any time if such action becomes necessary for any reason. In the event that benefits are changed or terminated, the payment of claims incurred prior to such action will be controlled under the terms of the Plan and the applicable insurance contracts.
<b>Contributions:</b>	OSI RESTAURANT PARTNERS, LLC pays the full cost of the premium for this insurance.
<b>How to Report a Claim:</b>	<p>Written claim notice must be given to the insurance company, at the address below, or any of its brokers or appointed agents within 20 days after the occurrence or commencement of any loss covered by the policy or as soon as reasonably possible. Notice must include enough information to identify the insured person and policyholder. Failure to give claim notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.</p> <p>CHUBB GROUP OF INSURANCE COMPANIES  CLAIMS SERVICE CENTER  600 INDEPENDENCE PARKWAY  P.O. BOX 4700  CHESAPEAKE, VA 23327-4700</p> <p>The insurance company has 45 days from the date it receives your claim to determine whether or not benefits are payable to you in accordance with the terms and provisions of the policy. The insurance company may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the insurance company must notify you in writing that its review period has been extended. The insurance company may extend its review period twice for an additional period of up to 30 days for each extension. If this extension is made because you must furnish additional information, the extension period will begin when the additional information is received. You or your beneficiary have up to 45 days to furnish the requested information.</p> <p>During the review period, the insurance company may require additional information regarding the claim. If additional information is required, the insurance company must notify you or your beneficiary, in writing, stating the information needed and explaining why it is needed.</p> <p>If your claim is approved, you or your beneficiary will receive the appropriate benefit from the insurance company.</p>
<b>Claims Appeal</b>	If your claim is denied, in whole or part, the insurance company must provide

<p><b>Procedures:</b></p>	<p>you or your beneficiary with a written notice of denial within the review period (including any extension periods) which must include the following information:</p> <ol style="list-style-type: none"> <li>1. The specific reason(s) the claim was denied.</li> <li>2. The specific policy provision(s) on which the denial was based.</li> <li>3. Any additional information required for your claim to be reconsidered and the reason why such information is necessary.</li> <li>4. A statement informing you of your right to appeal the decision and an explanation of the appeal procedure.</li> </ol> <p><b>Denied Claim Appeal Procedure</b></p> <p>If your claim is denied, in whole or part, you, your beneficiary, or your representative, have the right to appeal the decision. Your request for appeal must be made to the insurance company in writing and must be submitted within 180 days from the date you receive the denial. If you do not make this request within that time period, you will have waived your right to appeal.</p> <p>Upon receipt of your request, the insurance company must conduct a prompt and complete review of your claim. This review will give no deference to the original claim determination and will be conducted by an individual or committee who had no part in the original claim decision. During that review, you, your beneficiary, or your authorized representative may submit documents or other information in support of your appeal.</p> <p>The insurance company shall have 45 days from the date it receives your appeal request to review your claim and notify you of its decision. Under special circumstances, the insurance company may require more time to conduct its review of your appeal. If this occurs, the insurance company must notify you in writing that its review has been extended for an additional 45 days.</p> <p>Upon reaching a final decision, the insurance company must notify you, your beneficiary, or your authorized representative, in writing, of the results of the review and indicate the policy provisions upon which it based its decision. In the case of an adverse decision, you will also be advised of your right to bring legal action under section 502(a) of ERISA following this review.</p>
<p><b>Beneficiary Designation:</b></p>	<p>The benefit amount for loss of life will be paid to the beneficiary designated by you or your insured dependent. This choice must be in writing and filed with OSI RESTAURANT PARTNERS, LLC . Any benefit amount payable due to the loss of life of a dependent child will be paid to you, absent any beneficiary designation by the dependent child. All other benefit amounts are paid to you, unless otherwise directed by you, or your designee.</p> <p>If you or your insured dependent have not chosen a beneficiary under the Business Travel Accident policy, then the loss of life benefit amount will be</p>

	<p>paid to the beneficiary named by you or your insured dependent on the Group Life Policy issued to OSI RESTAURANT PARTNERS, LLC and in effect on the date of you or your insured dependent's Loss of Life. If you or your insured dependent have not chosen a beneficiary under the Group Life Policy or is not insured under the Group Life Policy; or if the beneficiary is not alive when you or your insured dependent dies, then the insurance company will pay to the first surviving party in the following order:</p> <ol style="list-style-type: none"> <li>1. your spouse or domestic partner;</li> <li>2. in equal shares to your surviving children;</li> <li>3. in equal shares to your surviving parents;</li> <li>4. in equal shares to your surviving brothers and sisters;</li> <li>5. your estate.</li> </ol> <p>If you or your insured dependent have named multiple beneficiaries and one or more dies before you or your insured dependent, their share of the payment will be redistributed proportionately among the surviving beneficiaries.</p>
<p><b>Coordination of Benefits:</b></p>	<p>Payment of some of the benefits under the Plan may be coordinated with other medical coverage available to you, your spouse or dependents. Further information concerning the coordination of benefit payments under this Plan with other coverage may be obtained from the Plan Administrator designated below.</p>
<p><b>Statement of ERISA Rights:</b></p>	<p><b>Your Rights</b></p> <p>As a participant in the OSI RESTAURANT PARTNERS, LLC Business Travel Accident plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:</p> <ul style="list-style-type: none"> <li>- Receive information about your plan and benefits.</li> <li>- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.</li> <li>- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.</li> <li>- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy</li> </ul>

of this summary annual report.

### **Prudent Action by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

### **Enforce your Rights**

If your claim for a (pension, welfare) benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security

	Administration.
<b>Policy Number:</b>	9907-23-36
<b>Name, Address, Telephone Number of the Employer/Plan Sponsor:</b>	OSI RESTAURANT PARTNERS, LLC 2202 N. WESTSHORE BLVD. TAMPA, FL 33607
<b>Employer IRS Identification Number:</b>	59-3061413
<b>Plan Number:</b>	501
<b>Plan Fiscal Year Ends:</b>	<b>December 31</b>
<b>Type of Administration:</b>	Insurer Administration: OSI RESTAURANT PARTNERS, LLC has designated Federal Insurance Company as the named fiduciary for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. Federal Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by Federal Insurance Company shall be final and binding on employees and beneficiaries to the full extent permitted by law.
<b>Name, Address, Telephone Number of the Plan Administrator:</b>	OSI RESTAURANT PARTNERS, LLC 2202 N. WESTSHORE BLVD. TAMPA, FL 33607
<b>Agent for Service of Legal Process (if different from the Plan Administrator):</b>	Same as Plan Administrator