

RARE HOSPITALITY INTERNATIONAL INC
Form SC 14D9
August 31, 2007

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

SCHEDULE 14D-9

(RULE 14d-101)

Solicitation/Recommendation Statement under

Section 14(d)(4) of the Securities Exchange Act of 1934

RARE Hospitality International, Inc.

(Name of Subject Company)

RARE Hospitality International, Inc.

(Name of Person(s) Filing Statement)

Common Stock, no par value

(Title of Class of Securities)

753820109

(CUSIP Number of Class of Securities)

W. Douglas Benn

Chief Financial Officer

8215 Roswell Road, Bldg. 600

Atlanta, Georgia 30350

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Telephone: (770) 399-9595

(Name, Address, and Telephone Number of Person Authorized to Receive

Notices and Communications on Behalf of the Person(s) Filing Statement)

With Copies to:

Cathy D. Hampton
Vice President, General Counsel and
Corporate Secretary
RARE Hospitality International, Inc.
8215 Roswell Road, Building 600
Atlanta, Georgia 30350
Telephone: (770) 551-5469

William H. Avery
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309
Telephone : (404) 881-7000

.. Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Item 1. Subject Company Information.

The name of the subject company is RARE Hospitality International, Inc., a Georgia corporation (the Company or RARE). The address of the principal executive offices of the Company is 8215 Roswell Road, Bldg. 600, Atlanta, Georgia 30350. The telephone number of the Company at its principal executive offices is (770) 399-9595.

The title of the class of equity securities to which this Solicitation/Recommendation Statement on Schedule 14D-9 (together with the exhibits and schedules hereto, this Statement) relates is the common stock, no par value, of the Company (the Shares) and the associated Series A Junior Participating Preferred Stock Purchase Rights issued pursuant to the Rights Agreement, dated November 4, 1997, by and between the Company and Computershare Trust Company, N.A., as successor rights agent to SunTrust Bank, Atlanta, as amended. As of August 16, 2007, there were 30,627,146 Shares outstanding.

Item 2. Identity and Background of Filing Person.

The filing person is the subject company. The Company s name, business address and business telephone number are set forth in Item 1 above.

This Statement relates to the tender offer by Surf & Turf Merger Corp. (Offeror), a Georgia corporation and wholly-owned subsidiary of Darden Restaurants, Inc., a Florida corporation (Darden Restaurants), to acquire each issued and outstanding Share of the Company in exchange for \$38.15 per Share, net to the seller in cash (the Offer Price), without interest and subject to any required withholding of taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 31, 2007 (the Offer to Purchase), and the related Letter of Transmittal (the Letter of Transmittal). The Offer to Purchase and the Letter of Transmittal, together with any amendments or supplements thereto, collectively constitute the Offer. The Offer was commenced on August 31, 2007 and expires at 12:00 midnight, New York City time, at the end of September 28, 2007, unless it is extended in accordance with its terms. The Offer is conditioned on, among other things, there being validly tendered and not withdrawn before the expiration of the Offer that number of Shares that represents at least a majority of the Shares on a fully diluted basis (assuming conversion or exercise of all derivative securities of the Company, regardless of the conversion or exercise price or other terms and conditions thereof) (the Minimum Condition).

The Offer is described in a Tender Offer Statement on Schedule TO (as amended or supplemented from time to time, together with the exhibits and annexes thereto, the Schedule TO), filed by Darden Restaurants and Offeror with the Securities and Exchange Commission (the SEC) on August 31, 2007. The Offer to Purchase and the related Letter of Transmittal have been filed as Exhibit (a)(1)(A) and Exhibit (a)(1)(B) thereto, respectively.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of August 16, 2007, among the Company, Darden Restaurants and the Offeror (the Merger Agreement). The Merger Agreement provides, among other things, that as soon as reasonably practicable following the satisfaction or waiver of the conditions set forth therein, including the completion of the Offer, the Offeror will be merged with and into the Company (the Merger), with the Company continuing as the surviving corporation (the Surviving Corporation) and as a wholly-owned subsidiary of Darden Restaurants. At the effective time of the Merger (the Effective Time), each Share then outstanding (other than (i) treasury Shares and Shares that are owned by Darden Restaurants, the Offeror or any other wholly-owned subsidiary of Darden Restaurants or (ii) Shares that are owned by shareholders who have properly exercised dissenters rights under Article 13 of the Georgia Business Corporation Code (the GBCC) or (iii) restricted Shares that are converted into restricted shares of Darden Restaurants common stock) will be converted into the right to receive cash in the amount of the Offer Price, without interest (the Merger Consideration). A copy of the Merger Agreement is filed herewith as Exhibit (e)(1) and is incorporated herein by reference.

As set forth in the Schedule TO, the principal executive offices of Darden Restaurants and Offeror are located at 5900 Lake Ellenor Drive, Orlando, Florida 32809, and the telephone number at such principal executive offices is (407) 245-4000.

Item 3. Past Contacts, Transactions, Negotiations and Agreements.

The information contained in the Information Statement attached hereto as Schedule II is incorporated herein by reference. Each material agreement, arrangement or understanding and any actual or potential conflict of interest between the Company or its affiliates and (a) the Company's executive officers, directors or affiliates or (b) Darden Restaurants, the Offeror or their respective executive officers, directors or affiliates, is either incorporated herein by reference as a result of the previous sentence or described below.

The Merger Agreement. The summary of the Merger Agreement and the description of the conditions to the Offer are contained in Sections 11 and 14, respectively, of the Offer to Purchase (which is being mailed to the Company's shareholders together with this Statement), which section is hereby incorporated herein by reference. Such summary and description are qualified in their entirety by reference to the Merger Agreement, which has been filed as Exhibit (e)(1) to this Statement and is hereby incorporated herein by reference.

Confidentiality Agreement. In connection with Darden Restaurants' due diligence investigation of the Company, a Confidentiality Agreement, dated May 17, 2007 (the "Confidentiality Agreement"), was entered into between the Company and Darden Restaurants. The Confidentiality Agreement contains customary provisions pursuant to which Darden Restaurants has agreed to keep confidential all non-public, confidential information relating to the Company disclosed to it by the Company. This summary is qualified in its entirety by reference to the Confidentiality Agreement, which has been filed as Exhibit (e)(2) to this Statement and is hereby incorporated herein by reference.

Company Stock Plans.

The Company maintains the following stock plans: LongHorn Steaks, Inc. Amended and Restated 1992 Incentive Plan, the RARE Hospitality International, Inc. 1997 Long-Term Incentive Plan ("1997 Plan"), the RARE Hospitality International, Inc. Amended and Restated 2002 Long-Term Incentive Plan ("2002 Plan") (that includes as a subplan the Amended and Restated Stock Plan for Non-Employee Directors) and the RARE Hospitality International, Inc. 1996 Stock Plan for Outside Directors. In addition, 17,250 options are outstanding outside of the plans listed above, and such options were granted on the same terms as those granted under the 1997 Plan (collectively, all of the foregoing being referred to as the "Company Stock Plans"). Stock options, restricted stock and performance-based restricted stock units remain outstanding under the Company Stock Plans.

Stock Options. The Merger Agreement provides that at the Effective Time, each unexercised stock option outstanding under the Company Stock Plans (the "Company Stock Options") will be converted automatically into options to acquire shares of Darden Restaurants common stock. Darden Restaurants will assume each Company Stock Option subject to the terms of the Company Stock Plans and the applicable option agreements. From and after the Effective Time, the number of shares of Darden Restaurants common stock purchasable upon the exercise of each outstanding Company Stock Option will be equal to the product of (i) the number of shares of Company common stock that were purchasable upon exercise of such Company Stock Option immediately prior to the Effective Time and (ii) the exchange ratio. The exchange ratio means the quotient determined by dividing the Merger Consideration by the Darden Restaurants share price (the "Exchange Ratio"). The exercise price per share of Darden Restaurants common stock under each Company Stock Option will be determined by dividing (1) the exercise price per share of Company common stock of each Company Stock Option immediately prior to the Effective Time by (2) the Exchange Ratio.

Pursuant to the Merger Agreement, each invested Company Stock Option will vest on the first to occur of the following: (i) for all option holders other than individuals employed by the Company as regional directors, regional managers, regional vice presidents, managing partners and general managers, the date that is 60 days

following the Effective Time, subject to such individual's continued employment through such date; (ii) the date on which such Company Stock Options would vest in accordance with their terms (disregarding for this purpose any provision for acceleration of equity awards contained in any employment agreement, change in control agreement or similar agreement in effect between the Company and a holder); and (iii) if Darden Restaurants offers an employment letter to a holder of a Company Stock Option and such holder accepts such employment offer, on the later of (a) a holder's acceptance of such employment offer letter or (b) the Effective Time. Pursuant to the terms of the Company Stock Plans, all unvested Company Stock Options are subject to accelerated vesting if the holder's employment is terminated without cause or the holder resigns for good reason within two years after the Effective Time.

The number of outstanding Company Stock Options held by each of the Company's executive officers is as follows: Philip J. Hickey, Jr., 844,879; Eugene I. Lee, Jr., 537,549; W. Douglas Benn, 374,423; Thomas W. Gathers, 124,553; David C. George, 169,469; M. John Martin, 89,125; Benjamin A. Waites, 71,666; Cathy D. Hampton, 10,753.

Restricted Stock. The Merger Agreement provides that each share of restricted stock outstanding under the Company Stock Plans (the Company Restricted Shares) as of the Effective Time will be converted into a number of restricted shares of Darden Restaurants common stock equal to the Exchange Ratio and will otherwise remain subject to the terms (including vesting terms) of the applicable Company Stock Plans and the agreements evidencing the Company Restricted Share grant.

Pursuant to the Merger Agreement, the Company Restricted Shares will vest on the first to occur of the following: (i) for all holders of Company Restricted Shares other than regional directors, regional managers, regional vice presidents, managing partners and general managers, the date that is 60 days following the Effective Time, subject to such individual's continued employment through such date; (ii) for regional managers of LongHorn Steakhouse and Regional Directors of The Capital Grille, solely with respect to any Company Restricted Shares which would have vested in accordance with their normal vesting schedule within the twelve-month period following the Effective Time, on the Effective Time; (iii) the date on which such Company Restricted Shares would vest in accordance with their terms (disregarding for this purpose any provision for acceleration of equity awards contained in any employment agreement, change in control agreement or similar agreement in effect between the Company and a holder); and (iv) if Darden Restaurants offers an employment letter to a holder of Company Restricted Shares and such holder accepts such employment offer, on the later of (a) a holder's acceptance of such employment offer letter or (b) the Effective Time. Pursuant to the terms of the Company Stock Plans, all restrictions on Company Restricted Shares lapse if the holder's employment is terminated without cause or the holder resigns for good reason within two years after the Effective Time.

The number of Company Restricted Shares held by each of the Company's executive officers is as follows: Philip J. Hickey, Jr., 26,976; Eugene I. Lee, Jr., 19,573; W. Douglas Benn, 9,786; Thomas W. Gathers, 5,271; David C. George, 5,337; M. John Martin, 5,091; Benjamin A. Waites, 3,846; Cathy D. Hampton, 3,215.

Performance-Based Restricted Stock Units. The Merger Agreement provides that all performance-based restricted stock units outstanding under the Company Stock Plans (the Company Performance-Based Restricted Stock Units) will be converted automatically into an award with respect to shares of Darden Restaurants common stock and Darden Restaurants will assume all obligations with respect to the Company Performance-Based Restricted Stock Units.

At the Effective Time, (i) (A) one-half of the target amount of shares of Company common stock to be issued with respect to each award of Company Performance-Based Restricted Stock Units granted in 2006 and (B) one-sixth of the target amount of shares of Company common stock to be issued with respect to each award of Company Performance-Based Restricted Stock Unit granted in 2007 will vest (become non-forfeitable) and be converted into restricted stock units based on shares of Darden Restaurants common stock at the Effective Time, and will be settled on January 2, 2008, and (ii) subject to the holders' continued employment through the applicable settlement date, the remaining number of shares of Company common stock to be issued based on the

respective target amounts of each such award of Company Performance-Based Restricted Stock Units will be issued in Darden Restaurants common stock on the original target vesting date (as set forth in the respective Performance-Based Restricted Stock Unit Agreement) without regard to any performance based condition, *provided, however*, that, subject to an applicable holder's affirmative waiver of any rights to any other accelerated vesting with respect to such Company Performance-Based Restricted Stock Units, upon a termination of a holder's employment following the Effective Time by the Darden Restaurants without cause the holder will vest, under Company Performance-Based Restricted Stock Units granted in each of 2006 and 2007, in a number of Company Performance-Based Restricted Stock Units equal to the product of (x) the remaining number of shares of Company common stock to be issued based on the respective target amounts of each such award of Company Performance-Based Restricted Stock Units and (y) a fraction, the numerator of which is the number of whole months that have elapsed between the Effective Time and the date of such termination of employment and the denominator of which is the number of whole months between the Effective Time and the original target vesting date. From and after the Effective Time, the number of shares of Darden Restaurants common stock subject to each outstanding Company Performance-Based Restricted Stock Unit will be equal to the product of (1) the number of shares of Company common stock that were related to such Company Performance-Based Restricted Stock Unit at target immediately prior to the Effective Time and (2) the Exchange Ratio.

The target number of Company Performance-Based Restricted Stock Units held by each of the Company's executive officers is as follows: Philip J. Hickey, Jr., 32,788; Eugene I. Lee, Jr., 22,215; W. Douglas Benn, 11,107; Thomas W. Gathers, 6,310; David C. George, 7,256; M. John Martin, 5,553; Benjamin A. Waites, 5,048; Cathy D. Hampton, 0.

Amended and Restated Executive Officer Performance Incentive Plan. Mr. Philip J. Hickey, Jr. and Mr. Eugene I. Lee, Jr. have been awarded annual incentive cash bonus opportunities for fiscal year 2007 under the Company's Amended and Restated Executive Officer Performance Incentive Plan (the "Performance Plan"). Under the terms of the Performance Plan, in the event of a change in control, these officers will be entitled to a prorated bonus payment if the Company's year-to-date achievement of the relevant performance goal, extrapolated over the full annual performance period, would result in the performance goal being satisfied.

Deferred Compensation Plan. The Company's executive officers participate in the Company's Deferred Compensation Plan, which provides that in the event of a change in control, a participant's deferred account balance will be distributed to the participant in a lump sum eight months following the change in control, unless the participant elects to have his or her account balance distributed in accordance with his or her original deferral election.

Employee Benefit Matters. With respect to employee benefit matters, the Merger Agreement provides that for a period of twelve months following the Effective Time, the employees of the Company and its subsidiaries who remain in the employment of the Company (as the Surviving Corporation) and its subsidiaries (the "Continuing Employees") will receive employee welfare and retirement benefits, in the aggregate, and base pay that, is substantially similar to either those provided by Darden Restaurants and its subsidiaries to similarly situated employees of Darden Restaurants or its subsidiaries or those provided or paid by the Company and its subsidiaries immediately prior to the Effective Time, it being understood that nothing in the Merger Agreement will require Darden Restaurants or the Surviving Corporation to continue any specific employee benefit plans or to continue the employment of any specific person. However, neither Darden Restaurants nor the Company nor any of their subsidiaries shall have any obligation to issue, continue or adopt any plans or arrangements providing for the issuance of, shares of capital stock, warrants, options, stock appreciation rights or other rights in respect of any shares of capital stock of any entity or any securities convertible or exchangeable into such shares pursuant to any such plans or arrangements and no plans or arrangements of the Company or any of its subsidiaries providing for such issuance shall be taken into account in determining whether employee benefits are substantially similar in the aggregate. The Merger Agreement also provides that the service of each Continuing Employee with the Company shall be recognized by Parent and the Surviving Corporation as if such service had been performed with Darden Restaurants with respect to any plans or programs in which Continuing

Employees are eligible to participate after the Effective Time (i) for purposes of eligibility to participate and vesting (but not benefit accrual) under any defined benefit pension plan, if any, (ii) for purposes of eligibility for, and the amount of, vacation and any other paid time off plan or policy, (iii) for purposes of eligibility and participation under any defined contribution plan or health or welfare plan (other than any post-employment health or post-employment welfare plan), (iv) for purposes of eligibility for any company matching contributions, and (v) unless covered under another arrangement with or of the Company, for the purpose of determining eligibility for, and the amount of, any severance payable under any severance plan of general application, except, in each case, to the extent such treatment would result in duplicative benefits.

Indemnification of Directors and Officers. Pursuant to the Merger Agreement, Darden Restaurants will cause the Company (as the Surviving Corporation) to assume the obligations with respect to all rights to indemnification and exculpation from liabilities, including advancement of expenses, whether asserted or claimed prior to, at or after the Effective Time, for acts or omissions occurring at or prior to the Effective Time now existing in favor of the current or former directors or officers of the Company and its subsidiaries (Covered Persons) as provided in the articles of incorporation and bylaws of the Company, the organizational documents of any subsidiary of the Company or any written indemnification between the Covered Persons and the Company (in each case as in effect on the date of the Merger Agreement) and such obligations will survive the Merger and will continue in full force and effect in accordance with their terms. In the Merger Agreement, Darden Restaurants also has agreed to (i) unconditionally guarantee such indemnification obligations of the Company and (ii) maintain in effect, for a period of six (6) years after the Effective Time, provisions in the Articles of Incorporation and Bylaws of the Surviving Corporation no less favorable than the provisions with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers of the Company and its subsidiaries for acts or omissions occurring at or prior to the Effective Time, contained in the Bylaws and Articles of Incorporation of the Company. The Merger Agreement also provides that the Covered Persons are intended third-party beneficiaries of these provisions and that these provisions may be enforced by Covered Persons.

Directors and Officers Insurance. Pursuant to the Merger Agreement, Darden Restaurants will cause the Surviving Corporation to maintain, for a period of years after the Effective Time, the Company's directors and officers liability insurance in respect of acts or omissions occurring at or prior to the Effective Time covering each person currently covered by the Company's directors and officers liability insurance policy on terms no less favorable than those of such policy in effect on the date of the Merger Agreement; provided, however, such insurance coverage is required to be maintained only to the extent that the coverage can be maintained at an aggregate cost of not greater than 250% of the annual premiums currently paid by the Company for such insurance; provided, further, that in the event such coverage cannot be obtained for such amount or less in the aggregate, Darden Restaurants shall be obligated to provide the greatest amount of substantially equivalent coverage as may be obtained for such aggregate amount. The Merger Agreement also provides that the Covered Persons are intended third-party beneficiaries for purposes of this provision and that this provision may be enforced by Covered Persons.

Employment Contracts. Currently, each of the Company's executive officers is a party to an employment agreement that provides for benefits upon a Change in Control. The purchase of Shares by Offeror in connection with the Offer would constitute a Change in Control under each of these employment agreements.

Through its subsidiary, RARE Hospitality Management, Inc., the Company and Philip J. Hickey, Jr., Chairman of the Board of Directors of the Company (the Board or the Board of Directors) and Chief Executive Officer of the Company, are parties to an employment agreement dated April 28, 2003, which was most recently amended on December 15, 2006. In the event that, within 18 months following a Change in Control, Mr. Hickey, Jr.'s employment is terminated by the Company other than for cause, death or disability or Mr. Hickey, Jr.'s responsibilities are substantially reduced or the Company moves its corporate headquarters away from Atlanta, GA and Mr. Hickey, Jr. resigns as a result of such action, (i) Mr. Hickey, Jr. will receive a lump sum payment equal to the average of his bonus for the two prior fiscal years, and he will continue to receive his then base salary for a period of 36 months, (ii) all of Mr. Hickey Jr.'s stock options and restricted stock that

otherwise would have vested solely with the passage of time within 24 months after such termination will become immediately vested and exercisable, and any such stock options shall thereafter continue or expire in accordance with their original terms, and (iii) the Company will continue to provide health and welfare benefits to Mr. Hickey, Jr. and his immediate family for a period of 18 months after the termination date.

Through its subsidiary, RARE Hospitality Management, Inc., the Company and Eugene I. Lee, Jr., President and Chief Operating Officer of the Company, are parties to an employment agreement dated April 28, 2003, which was most recently amended on December 15, 2006. In the event that, within 18 months following a Change in Control, Mr. Lee, Jr.'s employment is terminated by the Company other than for cause, death or disability or Mr. Lee, Jr.'s responsibilities are substantially reduced or the Company moves its corporate headquarters away from Atlanta, GA and Mr. Lee, Jr. resigns as a result of such action, (i) Mr. Lee, Jr. will receive a lump sum payment equal to the average of his bonus for the two prior fiscal years, and he will continue to receive his then base salary for a period of 36 months, (ii) all of Mr. Lee, Jr.'s stock options and restricted stock that otherwise would have vested solely with the passage of time within 24 months after such termination will become immediately vested and exercisable, and any such stock options shall thereafter continue or expire in accordance with their original terms, and (iii) the Company will continue to provide health and welfare benefits to Mr. Lee, Jr. and his immediate family for a period of 18 months after the termination date.

Through its subsidiary, RARE Hospitality Management, Inc., the Company and W. Douglas Benn, Executive Vice President, Finance and Chief Financial Officer of the Company, are parties to an employment agreement dated April 28, 2003, which was most recently amended on December 15, 2006. In the event that, within 18 months following a Change in Control, Mr. Benn's employment is terminated by the Company other than for cause, death or disability, or Mr. Benn's responsibilities are substantially reduced or the Company moves its corporate headquarters away from Atlanta, GA and Mr. Benn resigns as a result of such action, (i) Mr. Benn will receive a lump sum payment equal to the average of his bonus for the two prior fiscal years, and he will continue to receive his then base salary for a period of 24 months, (ii) all of Mr. Benn's stock options and restricted stock that otherwise would have vested solely with the passage of time within 24 months after such termination will become immediately vested and exercisable, and any such stock options shall thereafter continue or expire in accordance with their original terms, and (iii) the Company will continue to provide health and welfare benefits to Mr. Benn and his immediate family for a period of 18 months after the termination date. In connection with the execution of the Merger Agreement, the Company and Mr. Benn have entered into a Fifth Amendment to Mr. Benn's employment agreement that provides that subject to Mr. Benn's continued employment through the Expiration Date (unless an earlier date is determined by the Company) and in lieu of the payment otherwise due to Mr. Benn if the employment agreement is not renewed by the Company before January 1, 2008, Mr. Benn will be entitled to a lump sum payment equal to \$405,700. In addition, this amendment provides that (x) for purposes of the payments payable in the event that Mr. Benn's employment is terminated by the Company following a Change in Control, the lump sum based upon average bonuses paid will be based upon the average bonus paid to Mr. Benn with respect to 2005 and 2006 and (y) with respect to Performance Based Restricted Stock Units, Mr. Benn's sole accelerated vested benefit will be equal to one-half of the target amount of shares to be issued with respect to awards granted to him in 2006 and one-sixth of the target amount of shares to be issued with respect to the award granted to him in 2007.

Through its subsidiary, Capital Grille Holdings, Inc., the Company and M. John Martin, President-The Capital Grille, entered into an employment agreement dated October 27, 2004. In the event that within 12 months following a Change in Control the Company demotes Mr. Martin without cause, effects an involuntary transfer to a location more than 50 miles from Mr. Martin's place of residence, or terminates his employment without cause, Mr. Martin will receive a lump sum payment equal to the sum of his bonus for the prior fiscal year and his then-current annual base salary.

Through its subsidiary, RARE Hospitality Management, Inc., the Company and Thomas W. Gathers, Executive Vice President, Human Resources of the Company, are parties to an employment agreement dated April 28, 2003, which was most recently amended on December 15, 2006. In the event that, within 18 months

following a Change in Control, Mr. Gathers' employment is terminated by the Company other than for cause, death or disability or Mr. Gathers' responsibilities are substantially reduced and Mr. Gathers resigns as a result of such action, (i) Mr. Gathers will receive a lump sum payment equal to the average of his bonus for the two prior fiscal years, and he will continue to receive his then base salary for a period of 24 months, (ii) all of Mr. Gathers' stock options and restricted stock that otherwise would have vested solely with the passage of time within 24 months after such termination will become immediately vested and exercisable, and any such stock options shall thereafter continue or expire in accordance with their original terms, and (iii) the Company will continue to provide health and welfare benefits to Mr. Gathers and his immediate family for a period of 18 months after the termination date.

RARE Hospitality Management, Inc., the Company and David C. George, President-LongHorn Steakhouse, are parties to an employment agreement dated October 27, 2004. In the event that, within 12 months following a Change in Control, the Company demotes Mr. George other than for cause, effects an involuntary transfer to a location more than fifty (50) miles from Mr. George's residence or Mr. George's employment is terminated by the Company other than for cause, Mr. George will receive a lump sum payment of (i) his annual salary on the date of termination, and (ii) an amount equal to the bonus paid to Mr. George for the calendar year immediately preceding the year in which the termination occurs.

Through its subsidiary, RARE Hospitality Management, Inc., the Company and Mr. Benjamin Waites, Vice President, Finance of the Company, are parties to an employment agreement dated December 15, 2003. In the event that, within 12 months following a Change in Control, the Company demotes Mr. Waites other than for cause, effects an involuntary transfer to a location more than fifty (50) miles from Mr. Waites' residence or Mr. Waites' employment is terminated by the Company other than for cause, Mr. Waites will receive the base salary owed to Mr. Waites but unpaid for performance rendered as of the date of the termination of employment and a lump sum payment of (i) his annual salary on the date of termination, and (ii) an amount equal to the bonus paid to Mr. Waites for the calendar year immediately preceding the year in which the termination occurs.

Through its subsidiary, RARE Hospitality Management, Inc., the Company and Cathy D. Hampton, Vice President, General Counsel and Secretary of the Company, are parties to an employment agreement dated March 6, 2007. In the event that, within 12 months following a Change in Control, the Company demotes Ms. Hampton other than for cause, effects an involuntary transfer to a location more than fifty (50) miles from Ms. Hampton's residence or Ms. Hampton's employment is terminated by the Company other than for cause, Ms. Hampton will receive the base salary owed to Ms. Hampton but unpaid for performance rendered as of the date of the termination of employment and a lump sum payment of (i) her annual salary on the date of termination, and (ii) an amount equal to the bonus paid to Ms. Hampton for the calendar year immediately preceding the year in which the termination occurs.

Although certain members of the Company's current management team may enter into new arrangements, including arrangements pursuant to the agreements discussed below with Darden Restaurants or its affiliates regarding employment (and severance arrangements), there can be no assurance that any parties will reach an agreement. These matters are subject to negotiation and discussion and no terms or conditions have been finalized. Any new arrangements are currently expected to be entered into at or prior to the Effective Time and would not become effective until the Effective Time.

Proposed Employment Terms with Darden Restaurants. In connection with the execution of the Merger Agreement, Darden Restaurants entered into letter agreements with each of Messrs. Gene Lee, David George, and John Martin that offer employment to such executives effective as of the Effective Time. Pursuant to the offer letters, Mr. Lee will serve as President, Specialty Restaurant Group; Mr. George will serve as President, Longhorn; and Mr. Martin will serve as President, The Capital Grille.

The offer letters provide Messrs. Lee, George, and Martin with an annual base salary of \$500,000, \$375,000, and \$375,000, respectively, and an annual bonus opportunity under Darden Restaurants' Management Incentive

Plan equal to 60 percent, 55 percent, and 43 percent, respectively, of their respective base salaries. Each executive's 2008 fiscal year bonus will be prorated to reflect the partial year of participation in the Management Incentive Plan from the closing of the Merger, but will be guaranteed at not less than target. Each executive will be eligible for company-paid benefits under Darden Restaurant's Relocation and Real Estate Assistance Program.

In addition, the offer letters provide Messrs. Lee, George, and Martin with a sign on bonus of \$150,000, \$200,000, and \$200,000, respectively, and an initial equity compensation grant of stock options to acquire shares of Darden Restaurants common stock and restricted shares of Darden Restaurants common stock with a grant date value of \$2,861,400, \$801,350, and \$572,700, respectively. Two-thirds of the initial equity compensation grant, by value, will consist of stock options and the remaining one-third to consist of restricted shares. The restricted stock will cliff vest on the fourth anniversary of the date of grant, subject to the executive's continued employment through such date. For Messrs. Lee and George, one-half of the options will vest on each of the third and fourth anniversaries of the date of grant, subject to the executive's continued employment through such date; for Mr. Martin, one-third of the options will vest on each of the second, third and fourth anniversaries of the date of grant, subject to the executive's continued employment through such date. If any executive's employment is terminated by Darden Restaurants without cause during the three-year period following the merger, such executive will be provided with 18 months of salary continuation, continued access to group life and health benefits and continued vesting in stock options and restricted stock.

In consideration for these benefits, the executives relinquish their rights under their existing employment agreements; however, the non-competition, non-solicitation of employees, non-hire of employees and confidentiality covenants of their existing agreements will continue to apply to the executives during their employment and for a specified period thereafter. Specifically, each of the executives will be subject to: a non-solicitation of employees covenant and a confidentiality covenant during their employment and for 24 months thereafter; a non-competition covenant during their employment and for the 12 months (18 months in the case of Mr. Lee) thereafter; and a non-hire of employees covenant during their employment and for the 12 months (24 months in the case of Mr. Lee) thereafter.

Also in connection with the execution of the Merger Agreement, Darden Restaurants entered into a Consulting Agreement with Philip J. Hickey, Jr. providing that Mr. Hickey will provide consulting services as requested by Darden Restaurants for one year following the Effective Time. The Consulting Agreement provides that Mr. Hickey will be paid a consulting fee of \$93,500 per quarter in addition to reimbursement for his reasonable out-of-pocket expenses in performing the consulting services. As provided in the Consulting Agreement, Mr. Hickey will remain entitled to benefits upon termination of his employment following a Change in Control pursuant to his existing employment agreement with the Company. Upon the Effective Time, Mr. Hickey's employment agreement with the Company other than the payment of termination amounts as provided following a Change in Control, and provisions relating to non-competition, confidentiality, non-solicitation of employees, hiring of employees, property of the Company and ownership of developments will terminate.

Board Designees. The Merger Agreement provides that, promptly upon the acceptance of any Shares for payment by Offeror (the Appointment Time), and from time to time thereafter and subject to certain requirements discussed in this paragraph below, Offeror is entitled to designate up to such number of directors, rounded to the next whole number, as will give Offeror representation on the Board of Directors equal to the product of the total number of directors on the Board of Directors (giving effect to any increase in the number of directors so elected pursuant to the Merger Agreement) and the percentage that such number of Shares beneficially owned by Darden Restaurants or its affiliates bears to the total number of Shares then outstanding. The Company shall, upon Offeror's request, promptly take all actions necessary to cause such designees to be so elected to the Board of Directors, including, if necessary, by seeking and accepting the resignation of such number of directors or increasing the size of the Board of Directors as is necessary to enable Offeror's designees to be so elected. Subject to certain requirements discussed in this paragraph below, the Company will, at such times, cause individuals designated by Offeror to constitute the same percentage of each committee of the Board

of Directors as Offeror's designees represent on the Board of Directors, other than any committee of the Board of Directors established to take action under the Merger Agreement which committee must be composed only of Independent Directors (as defined below).

In the event that Offeror's designees are elected or designated to the Board of Directors prior to the Effective Time, the Company use its reasonable efforts to cause the Board of Directors to have at least three members who (i) were directors on the date of the Merger Agreement, (ii) are independent directors for purposes of the continued listing requirements of the NASDAQ and the SEC rules and regulations and (iii) are reasonably satisfactory to Offeror (such directors, the Independent Directors). If any Independent Director is unable to serve due to death, disability or any other reason, the remaining Independent Directors shall be entitled to designate another individual who is a non-employee director on the date of the Merger Agreement and who meets the requirements of independence of the rules and regulations of the SEC and NASDAQ, to fill the vacancy, and such director will be deemed to be an Independent Director for purposes of the Merger Agreement. If no Independent Director remains prior to the Effective Time, a majority of the members of the Board of Directors shall be entitled to designate three individuals to fill such vacancies, provided that such individuals shall meet the requirements of independence of the rules and regulations of the SEC and NASDAQ and may not be employees or officers of the Company, Darden Restaurants or Offeror and such directors will be deemed Independent Directors for purposes of the Merger Agreement. Following the Appointment Time and prior to the Effective Time, the approval of a majority of the Independent Directors shall be required to authorize (A) any termination or amendment of the Merger Agreement, (B) any extension by the Company of the time for performance of any of the obligations or other acts of Offeror or Darden Restaurants, (C) waiver of any of the Company's rights under the Merger Agreement or other action, in each case, adversely affecting the rights of the Company's shareholders (other than Darden Restaurants or Offeror).

The foregoing summary concerning representation on the Board of Directors does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which is filed herewith as Exhibit (e)(1) and is incorporated herein by reference.

Offeror intends to designate representatives to the Board from among the directors and officers of Offeror and Darden Restaurants. Background information on these individuals is found on Schedule II to this Schedule 14D-9.

Item 4. The Solicitation or Recommendation.

Recommendation of the Board of Directors

The Board of Directors, at a meeting held on August 16, 2007, unanimously determined that the Merger Agreement and the other transactions contemplated by the Merger Agreement, including the Offer and the Merger, upon the terms and conditions set forth in the Merger Agreement, are advisable, fair to and in the best interests of the Company and its shareholders. At this meeting, the Board unanimously approved, adopted and declared advisable the Merger Agreement and the transactions contemplated by the Merger Agreement, including the Offer and the Merger.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES IN THE OFFER.

Background of the Offer

The Board of Directors regularly reviews the Company's business and long range plans with a view toward actions that will increase shareholder value. Following a strategic review of the Company's business and growth prospects undertaken with the assistance of the Company's financial advisor, Wachovia Capital Markets, LLC (Wachovia Securities), in September 2006, the Company announced that it was undertaking three initiatives: exiting the Bugaboo Creek business through the possible sale of its Bugaboo Creek Steakhouse restaurants and

brand; improving the Company's capital structure by initially incurring approximately \$125 million of long-term debt and using the proceeds to repurchase shares of the Company's common stock; and accelerating the rate of development of the Company's The Capital Grille restaurants.

On November 12, 2006, Philip J. Hickey, Jr., chairman and chief executive officer of the Company, and Clarence Otis, chairman and chief executive officer of Darden Restaurants, had dinner in Atlanta. Mr. Otis inquired as to whether the Company would ever consider combining with Darden Restaurants. Mr. Hickey did not respond, as he regarded the comment as a casual reference rather than an indication of interest in acquiring the Company.

On January 22, 2007, while on a visit to Atlanta, Georgia, Mr. Otis had lunch with Mr. Hickey during which Mr. Otis informed Mr. Hickey that Darden Restaurants had completed preliminary analysis regarding a combination of the Company and Darden Restaurants, and based on that analysis and Darden Restaurants' long admiration of the Company, was interested in pursuing further conversations about the potential for combining the two companies.

On March 5, 2007, Mr. Otis called Mr. Hickey to further discuss a potential combination. Mr. Hickey advised Mr. Otis that RARE was reviewing a range of strategic options and any proposal from Darden Restaurants would have to be viewed in light of that overall review.

In late March 2007, Mr. Otis telephoned Mr. Hickey and requested to meet with Mr. Hickey as well as the Company's chief financial officer, Douglas Benn, and the Company's chief operating officer, Gene Lee, to discuss Darden Restaurants' interest in the Company. Mr. Hickey responded that such a meeting would be premature.

In early April 2007, Mr. Hickey informed each member of the Board of Directors of his conversations with Darden Restaurants and its increasing interest in having a dialogue with and obtaining non-public information about the Company.

On April 18, 2007 while attending an industry conference in South Carolina, Mr. Hickey and Mr. Otis spoke briefly. Mr. Hickey indicated that the Board of Directors would be meeting for its regularly scheduled quarterly board meeting on April 25th, and one item of discussion would be consideration of Darden Restaurants' request to receive additional information about the Company.

On April 25, 2007, during the regular meeting of the Board of Directors, management presented a number of alternative growth scenarios for enhancing shareholder value. Additionally, Mr. Hickey reported to the Board during the executive session on the interest of Darden Restaurants and his conversations with Mr. Otis. After lengthy deliberations, the Board decided to allow the Company's management to provide certain confidential information to Darden Restaurants, subject to execution by Darden Restaurants of a customary confidentiality agreement.

On April 26, 2007, Mr. Hickey spoke with Mr. Otis and told him that a meeting could be arranged with Mr. Benn and that the Company would prepare a confidentiality agreement between the Company and Darden Restaurants to permit such a discussion.

On May 8, 2007, Mr. Otis and Mr. Hickey met in Atlanta, Georgia for dinner and discussed the reaction of the RARE board to a potential transaction with Darden Restaurants, as well as the type of information Darden Restaurants would need to test its assumptions about value.

On May 14, 2007, Mr. Otis sent Mr. Hickey a list of topics that Darden Restaurants wanted to discuss with Mr. Benn and requested a draft confidentiality agreement to permit that discussion.

On May 15, 2007, the Board of Directors received revised materials from management describing alternative growth scenarios for enhancing shareholder value for review by the directors prior to a telephonic Board meeting to be held on May 18, 2007.

On May 17, 2007, Darden Restaurants and the Company entered into a confidentiality agreement to facilitate the exchange of preliminary business and financial information, and other due diligence materials concerning the Company.

On the morning of May 18, 2007, members of Darden Restaurants' management met with Mr. Benn, who provided Darden Restaurants with an overview of the Company's business and financial performance.

On the afternoon of May 18, 2007, the Board met telephonically to review management's materials received on May 15, 2007 and to discuss alternative growth scenarios for enhancing shareholder value. At this meeting, the Board decided to invite RBC Capital Markets Corporation (RBC) to attend a future meeting of the Board to further analyze these alternative growth scenarios and to receive an additional perspective from RBC on various strategic actions the Company could consider.

On May 19, 2007, Mr. Otis and Mr. Hickey had dinner and discussed the overview Darden Restaurants received on May 18, 2007 as well as the respective leadership teams of the two organizations.

On June 4, 2007, Mr. Hickey and Mr. Otis had a phone call during which Mr. Otis indicated that he believed that a combination of the Company and Darden Restaurants would be beneficial for the shareholders of both companies and that a possible range of value that Darden Restaurants would pay for the Company would be between \$37.00 and \$39.00 per share. Mr. Otis also indicated that Darden Restaurants was prepared to provide a non-binding indication of interest letter confirming this interest.

On June 5, 2007, the Board of Directors met and RBC reviewed with the Board various possible strategic actions by the Company including: continuation of its current structure with a reduced growth rate; a further leveraged recapitalization and share repurchase plan; a public offering of The Capital Grille concept; potential acquisitions; a combination of the Company with a strategic partner; and a sale of the Company to a financial buyer. Also at this meeting, the directors discussed Darden Restaurants' continued apparent interest in a potential transaction with the Company.

On June 7, 2007, Darden Restaurants submitted an initial preliminary non-binding written proposal to acquire the Company at a price per share of \$37.00 to \$39.00. In its proposal, Darden Restaurants indicated that the transaction would not be subject to any financing contingency or the approval of Darden Restaurants' stockholders.

On June 22, 2007, the Board of Directors held a telephonic meeting at which they discussed the June 7, 2007 initial preliminary non-binding written proposal received from Darden Restaurants and determined to retain Wachovia Securities and RBC as co-advisors to the Company in evaluating that proposal and any potential transaction with Darden Restaurants. Both RBC and Wachovia Securities were subsequently engaged by the Company.

On the morning of July 12, 2007, the Board of Directors held a meeting to discuss with the Company's legal and financial advisors the June 7, 2007 preliminary non-binding written proposal received from Darden Restaurants. The Board of Directors authorized the Company to make available to Darden Restaurants and its advisors such additional information as would allow Darden Restaurants to complete its due diligence to the point where it could propose a specific price per share for a potential transaction.

On the afternoon of July 12, 2007, Mr. Hickey telephoned Mr. Otis and indicated that the Company would make available to Darden Restaurants and its advisors such additional information as would allow Darden

Restaurants to complete its due diligence to the point where it could propose a specific price per share for a potential transaction and that such revised proposal should be received by the Company prior to the regular scheduled meeting of the Board of Directors to be held on July 25, 2007.

On July 13, 2007, Darden Restaurants delivered a preliminary due diligence request list to the Company. Also on July 13, 2007, the Company provided to Darden Restaurants additional financial information regarding the Company.

On July 16, 2007, the Company began making due diligence materials available to Darden Restaurants through an electronic data room.

On July 20, 2007, the senior management teams of Darden Restaurants and the Company met at the offices of Alston & Bird in Atlanta, Georgia, where the Company management team made a presentation to Darden Restaurants regarding the Company's business and operations. Representatives of the parties' respective legal and financial advisors also attended this meeting.

Between July 20 and July 24, 2007, telephone conversations were held between members of the management teams of Darden Restaurants and the Company, some including the respective legal and financial advisors of the parties, to follow up on additional due diligence questions and additional materials and information were provided to Darden Restaurants by the Company.

On July 24, 2007, Darden Restaurants submitted a revised preliminary non-binding written proposal to acquire the Company at a price per share of \$37.75 and a request for a 21-day exclusivity period in which to negotiate a definitive agreement for such acquisition.

On July 25, 2007, at its regularly scheduled meeting at which representatives of the Company's legal and financial advisors were present, the Board of Directors discussed the revised preliminary non-binding written proposal from Darden Restaurants dated July 24, 2007. The directors discussed with the representatives of Alston & Bird the duties of directors and the possible terms and structures of such a transaction and discussed with representatives of the Company's financial advisors financial aspects of the proposal and alternatives that the Board had been considering.

From July 24, 2007 to July 27, 2007, Darden Restaurants and the Company, with the assistance of their respective financial advisors, negotiated with respect to the per share offer price.

On July 27, 2007, Darden Restaurants submitted a revised preliminary non-binding proposal to acquire the Company at a price per share of \$38.15. Later that day, Darden Restaurants and the Company entered into an exclusivity agreement, under which the Company agreed to negotiate exclusively with, and to continue to provide due diligence materials to, Darden Restaurants in connection with a potential transaction for 21 days.

From July 27, 2007 to August 16, 2007, the Company continued to provide information to Darden Restaurants and Darden Restaurants continued to perform due diligence including in person meetings and telephone conversations with members of the Company's management.

On August 3, 2007, Wachtell Lipton delivered to Alston & Bird a draft Merger Agreement.

On August 5, 2007, Mr. Hickey distributed to the Company's lead director and chairs of the Board's Compensation and Governance Committees an outline of the principal issues identified in the draft Merger Agreement.

On August 8, 2007, Messrs. Otis and Madsen and Dan Lyons, Darden Restaurants' Sr. Vice President, Human Resources, and Ron Bojalad, Darden Restaurants' Sr. Vice President, Group Human Resources met with Messrs Hickey, Lee, Benn and Tom Gathers, Executive Vice President, Human Resources of the Company, for additional diligence discussions and management interviews by Darden Restaurants.

On August 9, 2007, members of Darden Restaurants management met in Atlanta, Georgia with members of the Company's management to interview Company management and further engage in diligence discussions.

Starting on August 8, 2007, the parties negotiated the terms of the draft Merger Agreement, including the disclosure schedules which Alston & Bird delivered to Wachtell Lipton on August 13, 2007.

From August 12, 2007 to August 16, 2007, Darden Restaurants continued to perform due diligence.

On August 14, 2007, the Board of Directors held a meeting by conference telephone attended by representatives of the Company's legal and financial advisors. At this meeting, Alston & Bird reviewed with the directors the principal issues remaining open in the negotiation of the Merger Agreement. The directors also reviewed again with Alston & Bird their fiduciary duties in connection with a transaction such as the Offer and Merger and the terms of the Merger Agreement in that context. Representatives of the Company's financial advisors discussed with the directors current conditions in the debt markets, Darden Restaurants' proposed financing for its acquisition of the Company and the potential availability of debt financing for other possible purchasers, including financial and strategic buyers. Mr. Lee reviewed for the directors the general terms of employment that were being offered by Darden Restaurants to Mr. Lee as well as to David George and John Martin to secure their continued employment with the Company following the transaction. The directors also discussed with Mr. Hickey the Company's operating plans, prospects and challenges in executing those plans.

On August 16, 2007, the Board of Directors held a meeting in the Company's offices at which representatives of the Company's legal and financial advisors were present and at which the Board of Directors further considered the proposed Merger Agreement. The directors had been provided in advance of the meeting with a copy of the draft Merger Agreement, a summary of its principal terms and resolutions proposed to be adopted at the meeting. Representatives of Alston & Bird reviewed with the directors the terms of the transaction. The representatives of Alston & Bird also reviewed with the directors the proposed amendment to shareholder protection rights agreement which would amend the Company's shareholder protection rights plan to exempt from the operation of that plan the transactions contemplated by the Merger Agreement with Darden Restaurants and Offeror.

Also at this meeting, the Company's financial advisors reviewed with the directors financial aspects of the proposed transaction. RBC also reviewed with the Board materials that RBC distributed to the directors with respect to the transaction, which included RBC's financial analysis of the Offer Price, and RBC delivered its oral opinion, subsequently confirmed in writing, to the Board of Directors to the effect that, as of such date, based upon and subject to the factors and assumptions made, matters considered and limits of the review undertaken by RBC set forth therein, the Offer Price to be received by holders of the Shares pursuant to terms of the Merger Agreement was fair from a financial point of view to such holders.

Following this discussion, the Board of Directors unanimously approved the Merger Agreement and the transactions contemplated therein, ratified the adoption by the Board's compensation committee of a severance plan for employees at the Atlanta support center and certain acceleration and modifications with respect to stock options, restricted stock and performance-based restricted stock units, approved the amendment of the Company's shareholder rights plan to exempt from the operation of that plan the transactions contemplated by the Merger Agreement, approved the consent solicitation and related transactions with respect to the Company's 2.50% convertible notes and authorized management to execute the Merger Agreement and carry out the obligations of the Company thereunder.

Following the Darden Restaurants board of directors meeting held the same day and the Company's Board of Directors meeting, after the close of the market on August 16, 2007, the Company and Darden Restaurants executed the Merger Agreement, and issued a joint press release announcing the execution of the Merger Agreement and the terms of the proposed acquisition of the Company by Darden Restaurants.

Reasons for the Recommendation of the Board of Directors

In reaching its recommendations described above in this Item 4, the Board considered a number of factors, including the following:

The Company's Operating and Financial Condition. The Board considered the current and historical financial condition and results of operations of the Company, and the current and potential economic and operating conditions in the various markets in which the Company operates.

Company's Strategic Plan. The Board considered the Company's current strategy and the assumptions underlying such strategies (including current and potential conditions in the markets in which the Company operates) and the risks involved in achieving the plan's goals.

Strategic Alternatives. The Board considered trends in the industry in which the Company operates and the strategic alternatives available to the Company, including remaining an independent public company, the possibility of spinning off or selling one or more of its existing restaurant concepts or being acquired by other companies, the possibility of acquisitions or mergers with other companies in such industry and other transactions, as well as the potential benefits, risks and uncertainties associated with such alternatives. The Board noted the risks associated with executing any such transaction. The Board determined not to pursue other strategic alternatives in light of its belief that the Offer maximized shareholder value and represented the best transaction reasonably available to shareholders.

Transaction Financial Terms/Premium to Market Price. The Board considered the relationship of the consideration to be paid in the Offer and the Merger to recent and historical market prices of the Company's common stock. The Offer Price of \$38.15 per Share represented an approximately 39% premium over the \$27.51 closing price of such Shares on August 15, 2007 (the last trading day prior to the announcement of the Merger Agreement), a 11.5% premium over the 52-week high trading price of \$34.22 per Share on November 17, 2006 and a 44.9% premium over the 52-week low trading price of the Shares of \$26.33 on July 9, 2007. The Offer Price also represented premiums ranging from 25.8% to 38.7% over the trailing average prices for the Shares for periods ranging from the last month to the last twelve months.

Cash Consideration. The Board viewed as desirable that the Offer Price and Merger Consideration are payable in cash, thereby eliminating any uncertainties in valuing consideration. The Board considered that the cash consideration to be received by the holders of the Shares in the Offer and Merger would be taxable to such holders for U.S. federal income tax purposes.

Opinion of Financial Advisor. The written opinion of RBC Capital Markets Corporation ("RBC") that, as of August 16, 2007 and based upon and subject to the factors and assumptions set forth therein, the \$38.15 per Share in cash to be received by the holders of Shares in the Offer and the Merger pursuant to the Merger Agreement was fair from a financial point of view to such holders. **The full text of the written opinion of RBC, dated August 16, 2007, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Schedule I. RBC provided its opinion for the information and assistance of the Company's Board of Directors in connection with its consideration of the Offer and the Merger. The RBC opinion is not a recommendation as to whether or not any holder of Shares should tender such Shares in connection with the Offer or how any holder of Shares should vote with respect to the Merger. Pursuant to an engagement letter between the Company and RBC, the Company has agreed to pay RBC a transaction fee of \$5.2 million, \$350,000 of which became payable upon delivery by RBC of its opinion.**

No Financing Condition. The Board considered the fact that the Offer would not be subject to a financing condition, that Darden Restaurants has significant financial capacity and that Bank of America had committed up to \$1.9 billion in cash financing to close the Offer and the Merger and the related transactions.

Likelihood of Alternative Proposals. The Board considered that in light of (i) the limited number of possible strategic acquirers in the industry in which the Company operates, (ii) the difficulty for a financial sponsor to structure and secure the necessary equity and debt financing for an acquisition of the Company in view of current market conditions and (iii) the price offered by Darden Restaurants, it was unlikely that any party would propose an alternative transaction that would be more favorable to the Company and its shareholders than the Offer and the Merger. The Board considered the possibility of approaching third parties prior to entering into an agreement with Darden Restaurants, but concluded not to pursue this course in light of: the attractive price offered by Darden Restaurants; the potential disruption to the Company's business that might arise from conducting a public auction of the Company; the likelihood that Darden Restaurants would withdraw its offer if the Company pursued an auction or contacted other parties; the lack of assurance that there would be another opportunity for the Company's shareholders to receive a premium as significant as that contemplated by the Offer; and the right of the Company to terminate the Merger Agreement to pursue a superior proposal and the circumstances when a termination fee would be payable under the Merger Agreement, as well as the other factors described in this section.

Likelihood of Consummation. The Board considered that the Offer and the Merger would likely be consummated in light of the fact that (i) Darden Restaurants has committed financing and the financial ability and willingness to consummate the Offer and the Merger, (ii) the Offer and the Merger are not subject to any financing condition, (iii) the Offer and the Merger are subject to limited conditions and (iv) the proposed transaction was likely to receive prompt regulatory clearance.

Ability to Consider Alternative Transactions. The Board viewed favorably the fact that under the terms of the Merger Agreement, while the Company is prohibited from soliciting acquisition proposals from third parties, it may furnish information to and participate in negotiations with third parties in response to an unsolicited written acquisition proposal if (i) the Company's Board of Directors reasonably determines in good faith, after consultation with its financial advisors and outside legal counsel, that the acquisition proposal is, or is reasonably likely to result in, a superior proposal and (ii) the Board concludes in good faith that the failure to take such action would be inconsistent with its fiduciary duties under applicable law. The Board also considered that the time from the public announcement of the transaction to the expected closing of the transaction was sufficient to not materially deter any alternative acquisition proposal.

Ability to Terminate for a Superior Proposal. The Board viewed favorably the fact that the Board of Directors is permitted, subject to the payment to Darden Restaurants of a \$39.6 million termination fee, to terminate the Merger Agreement if, prior to consummation of the Offer, (i) the Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that the Company has received a superior proposal and (ii) provides Darden Restaurants with an opportunity to modify the terms of the Offer in response to such proposal. The Board also believed that the termination fee was reasonable and would not be expected to materially deter an alternative acquisition proposal.

Timing for Obtaining Consideration. The Board considered that the Merger Agreement provides for a prompt cash tender offer for all Shares to be followed by a merger for the same per Share consideration, thereby enabling holders of the Shares, at the earliest possible time consistent with applicable law, to obtain the benefits of the transaction in exchange for their Shares.

Minimum Condition; Terms of the Offer. The Board considered the terms and conditions of the Offer, the Merger and the Merger Agreement, including the fact that the Offer is subject to a Minimum Condition and the fact that Offeror may not waive the Minimum Condition without the Company's consent. In addition, the Board viewed as desirable provisions in the Merger Agreement that prohibit Offeror from changing the terms of the Offer without the consent of the Company in a manner that (i) decreases the Offer Price or changes the form of consideration payable in the Offer, (ii) reduces the number of Shares to be purchased in the Offer or (iii) imposes additional or different conditions to the Offer than those set forth in the Merger Agreement.

Future Operations of the Company. The Board also considered management's belief that the Company and Darden Restaurants have similar corporate cultures and values; that Darden Restaurants has been successful in its business and operations; that Darden Restaurants has an excellent reputation and significant financial strength; and that the transaction would be a favorable transaction for the Company's employees, customers and suppliers and the communities in which the Company is located.

Interests of Certain Persons. In making its recommendation, the Board of Directors was aware of and took into consideration the interests of certain executives of the Company, including Mr. Hickey, the Chairman and Chief Executive Officer of the Company, and Mr. Lee, the President and Chief Operating Officer of the Company, (both of whom are members of the Board of Directors) in the Offer and the Merger as a result of the arrangements referred to in Item 3 of this Statement.

In the course of its deliberations, the Board also considered a variety of risks and other countervailing factors, including the following:

the risk that the Offer and the Merger might not be completed;

if the Offer and the Merger are not completed, the potential adverse effect of the public announcement of the Offer and the Merger on the Company's business and the Company's overall competitive position;

the restrictions that the Merger Agreement imposes on soliciting alternative transactions, and the fact that the Company would be obligated to pay a \$39.6 million termination fee in certain circumstances;

the fact that the Company will no longer exist as an independent, publicly-traded Company, and the Company's shareholders will no longer be able to directly participate in any future earnings or growth of the Company or benefit from any appreciation in the Company's value;

the fact that gains from an all-cash transaction would be taxable to the Company's shareholders for U.S. federal income tax purposes;

the restrictions on the conduct of the Company's business prior to the completion of the Offer, requiring the Company to conduct its business only in the ordinary course, subject to specific limitations, which may delay or prevent the Company from undertaking business opportunities that may arise pending completion of the Offer.

In evaluating the Offer and the Merger, as described above, the Board consulted with the Company's senior management and legal and financial advisors. The foregoing discussion of the information and factors considered by the Board is not intended to be exhaustive, but includes the material factors considered by the Board. In view of the variety of factors considered in connection with its evaluation of the Offer and the Merger, the Board did not find it practicable to, and did not, quantify or otherwise assign relative weights to the specific factors considered in reaching its determination and recommendation. In addition, individual directors may have given differing weights to different factors. After weighing all of the different factors, the Board unanimously determined to recommend that the Company's shareholders tender their Shares in the Offer.

Opinion of Financial Advisor.

On August 16, 2007, RBC delivered its oral opinion, subsequently confirmed in writing, to the Board of Directors to the effect that, as of such date, based upon and subject to the factors and assumptions made, matters considered and limits of the review undertaken by RBC set forth therein, the Offer Price to be received by holders of common stock of the Company pursuant to terms of the Merger Agreement was fair from a financial point of view to such holders.

The full text of RBC's written opinion, dated August 16, 2007, which, among other things, sets forth the assumptions made, procedures followed, matters considered, and limitations on the review undertaken by RBC in connection with the opinion, is attached as Schedule I to this document, and is incorporated herein by

reference. RBC provided its opinion for the information and assistance of the board of directors of the Company in connection with its consideration of the transactions contemplated by the Merger Agreement. The RBC opinion is not a recommendation as to whether any shareholder should tender any Shares pursuant to the Offer. The Company's shareholders are urged to read the RBC opinion in its entirety. The following summary of the RBC opinion is qualified in its entirety by reference to the full text of the opinion.

In connection with RBC's role as financial advisor to the Company, and for the purpose of rendering its opinion, RBC undertook such review and inquiries as it deemed necessary or appropriate under the circumstances, including the following:

reviewed the financial terms of the draft of the Merger Agreement, dated August 15, 2007;

reviewed and analyzed certain publicly available financial and other data with respect to the Company and certain other relevant historical operating data relating to the Company made available to RBC from published sources and from the internal records of the Company;

conducted discussions with members of senior management of the Company with respect to the business prospects and financial outlook of the Company;

reviewed historical financial information and estimates relating to the Company that were provided to RBC by the Company's management (the Company Forecasts);

reviewed the historical prices and trading activity for the Company's common stock; and

performed such other studies and analyses as it deemed appropriate.

In arriving at its opinion, RBC performed the following analyses in addition to the review, inquiries and analyses referred to in the preceding paragraph:

compared selected comparable publicly traded companies with metrics implied by the Offer Price;

compared the financial metrics of selected precedent transactions with the financial metrics implied by the Offer Price;

performed a premiums paid analysis; and

performed a discounted cash flow analysis using the Company Forecasts.

Several analytical methodologies were employed by RBC in rendering its opinion, and no one method of analysis should be regarded as critical to the overall conclusion reached by RBC. Each analytical technique has inherent strengths and weaknesses, and the nature of the available information may further affect the value of particular techniques. The overall conclusions reached by RBC were based on all the analysis and factors presented, taken as a whole, and also on application of RBC's own experience and judgment. Such conclusions may have involved significant elements of subjective judgment and qualitative analysis. RBC therefore gave no opinion as to the value or merit of any one or more parts of those analyses standing alone.

In rendering its opinion, RBC assumed and relied upon the accuracy and completeness of all of the financial, legal, tax, operating and other information provided to it by the Company (including, without limitation, the financial statements of the Company and related notes thereto), and did not assume any responsibility for independently verifying, and did not independently verify, such information. For all forward-looking

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financial information with respect to the Company, RBC relied on the Company Forecasts. RBC assumed that all of the Company Forecasts represented the best currently available estimates and good faith judgments of the Company's management as to the Company's financial performance and expressed no opinion as to any aspect of the Company Forecasts or the assumptions on which they are based.

In rendering its opinion, RBC did not assume any responsibility to perform, and did not perform, an independent evaluation or appraisal of any of the assets or liabilities of the Company. RBC did not assume any

obligation to conduct, and did not conduct, a physical inspection of the property or facilities of the Company. RBC did not investigate, and made no assumptions regarding, any litigation or other claims affecting the Company. The RBC opinion relates to the Company as a going concern and, accordingly, RBC expressed no opinion regarding the liquidation value of the Company. In addition, RBC was not authorized to solicit, and did not solicit, any indications of interest from any third parties with respect to an acquisition of all or part of the Company's business.

RBC assumed, in all respects material to its analysis, that:

all conditions to the consummation of the transactions contemplated by the Merger Agreement would be satisfied without waiver thereof;

the representations and warranties of each party contained in the Merger Agreement were true and correct;

each party would perform all of the covenants and agreements required to be performed by it under the Merger Agreement; and

the executed version of the Merger Agreement would not differ, in any respect material to the RBC opinion, from the latest draft reviewed by RBC.

The RBC opinion speaks only as of the date thereof, is based on the conditions as they existed and information that RBC was supplied as of the date thereof, and is without regard to any market, economic, financial, legal, or other circumstances or event of any kind or nature that may exist or occur after such date. RBC did not undertake to reaffirm or revise its opinion or otherwise comment upon events occurring after the date thereof and does not have an obligation to update, revise or reaffirm its opinion. RBC did not express any opinion as to the prices at which the Shares have traded or will trade following the announcement or consummation of the Merger Agreement.

The RBC opinion was provided for the information and assistance of the board of directors of the Company in connection with its consideration of the Merger Agreement. The RBC opinion did not address the merits of the underlying decision by the Company to engage in the Merger Agreement or the relative merits of the Merger Agreement compared to any alternative business strategy or transaction in which the Company might engage. The RBC opinion addresses solely the fairness to holders of the Shares, from a financial point of view, of the Offer Price. It does not in any way address other terms or conditions of the Merger Agreement.

Set forth below is a summary of the material financial analyses performed by RBC in connection with its opinion and reviewed with the Company's board of directors at its meeting on August 16, 2007. The following summary, however, does not purport to be a complete description of the financial analyses performed by RBC. The order of analyses described does not represent relative importance or weight given to those analyses by RBC. Some of the summaries of the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of RBC's financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before August 16, 2007, and is not necessarily indicative of current market conditions. The Company Forecasts used by RBC in certain of its analyses were based on projections prepared by the management of the Company in July 2007 for the fiscal years ending December 31, 2007-2011.

Historical Stock Trading Analysis

RBC reviewed the historical closing trading prices and volumes for Company common stock for the one-year period ended August 15, 2007. In addition, RBC compared the Offer Price to the closing prices of Company common stock for the one-year period ended August 15, 2007.

This analysis indicated that the Offer Price represents the following premiums:

	Price per Share	Premium
August 15, 2007 (<i>date prior to transaction announcement</i>)	\$ 26.75	42.6%
52-Week High (<i>November 17, 2006</i>)	\$ 34.22	11.5%
52-Week Low (<i>July 9, 2007</i>)	\$ 26.33	44.9%
All-Time High (<i>March 31, 2006</i>)	\$ 34.83	9.5%
30-Day Average	\$ 27.51	38.7%
90-Day Average	\$ 27.71	37.7%
6-Month Average	\$ 29.14	30.9%
1-Year Average	\$ 30.32	25.8%

Analysis of Selected Comparable Publicly Traded Companies

RBC reviewed and compared certain financial and stock market information and management projections for the Company and compared them to corresponding information and measurements for two distinct groups of publicly traded corporations (the peer group).

The Mature Growth group to which the Company was compared consisted of the following publicly traded casual and fine dining restaurant industry corporations, each with estimated long-term earnings per share growth less than 17.5%, as of August 15, 2007:

Brinker International, Inc.

Cracker Barrel Restaurant Group

Darden Restaurants, Inc.

O Charley's Inc.

Ruby Tuesday, Inc.

The High Growth group to which the Company was compared consists