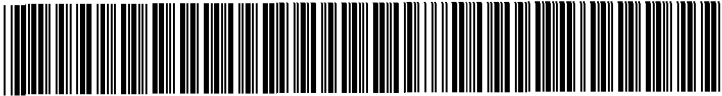


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Fee amount: 40.00
FB: 68-40328
COMP: YT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/04/2012 09:29:14.00



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This document was prepared by
and upon recording return to:

Nicole Rudman Brown
Daspin & Aument, LLP
227 West Monroe, Suite 3500
Chicago, Illinois 60606

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum"), dated as of April 27, 2012, is made by and between 168th and Dodge, L.P., a Nebraska limited partnership ("Landlord"), and Bravo Brio Restaurant Group, Inc., an Ohio corporation ("Tenant").

RECITALS:

A. By that certain Shopping Center Lease dated as of April 4, 2012 ("Lease"), by and between Landlord and Tenant, Landlord leased to Tenant and Tenant leased from Landlord, upon and subject to the terms and provisions contained in the Lease, certain premises ("Premises"), which Premises is cross-hatched on the Site Plan which is attached hereto as Exhibit B and incorporated herein by reference, in the shopping center ("Shopping Center") known and described as Village Pointe Shopping Center located in Omaha, Nebraska, as more particularly described in Exhibit A attached hereto and made a part hereof.

B. Landlord and Tenant desire to execute and record this Memorandum for the purpose of giving notice of the existence of the Lease.

C. Unless otherwise provided herein, all capitalized words and terms in this Memorandum shall have the same meanings ascribed to such words and terms as in the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Premises.

For and in consideration of the rents reserved and of the covenants and agreements contained in the Lease, Landlord has leased unto Tenant and Tenant has leased from Landlord the Premises within the Shopping Center.

2. Term.

The initial Term of the Lease is for a period commencing on the Commencement Date, and expiring on December 31st 10 Lease Years following the Commencement Date), unless the Lease (a) shall sooner end and terminate as provided in the Lease, or (b) be extended pursuant to the option periods provided in Section 1.3 of the Lease, at a rental and upon the terms, provisions, covenants and conditions set forth in the Lease.

3. Permitted Use.

The Premises shall be used and occupied solely for the operation of a full service Italian restaurant similar to Tenant's other Bravo Cucina Italiana operations in the United States in compliance with all applicable laws and in such a manner so as not to violate any restricted use set forth on Exhibit F of the Lease and any so-called exclusive agreement set forth on Exhibit E of the Lease, and for no other use or purpose whatsoever.

4. Exclusive.

Landlord has granted to Tenant the following exclusive:

Subject to the terms and conditions set forth in the Lease ...Landlord shall not permit nor shall Landlord lease any space in the Shopping Center (as the same may be expanded) for the operation of an Italian restaurant to any tenant or occupant as its primary business, or, to the extent that Landlord's consent or approval is required for any existing tenant or occupant to change its use, Landlord shall not consent to any existing tenant or occupant's change in use if such change in use would violate the exclusive rights of Tenant hereunder unless (y) such change in use is for a purpose presently permitted by such lease or occupancy agreement which does not require the consent of Landlord thereunder, or (z) Landlord's failure to approve or consent to a change in use would be unreasonable under the terms of any such lease or occupancy agreement for which Landlord's consent is required to be reasonable; provided, however: (i) the terms and provisions of this Section shall not apply to nor be of any force or effect with respect to (a) any existing tenant or occupant of the Shopping Center (or with respect to any expansion of the Shopping Center, any existing tenant or occupant of the expanded portion of the Shopping Center on the date the Shopping Center is so expanded), which has the right to operate an Italian restaurant (whether such right is expressly provided for therein, or is permitted by virtue of such tenant or occupant's use clause including the right to operate for any lawful use) (or as of the date the expansion portion of the Shopping Center is so expanded), or any successor, assignee or sublessee of such existing tenant or occupant, for so long as any such existing tenant's lease or any renewal or extension (in connection with a bankruptcy proceeding) thereof, or any such existing occupant's occupancy agreement, is in effect, provided, however, if any existing tenant or occupant proposes to enter into an assignment or sublease transaction, and the proposed use of the premises is different from the present use of such premises, then to the extent Landlord's consent or approval is required for any such change in use, Landlord shall not consent to any such change in use if such change would violate the exclusive rights of Tenant hereunder, or (b) one (1) tenant or occupant in the Shopping Center leasing or occupying less than three thousand (3,000) square feet of Floor Area and operating as a quick/casual restaurant without waiter service ... for purposes hereof, operating as an Italian restaurant as a primary business, with respect to a tenant or occupant, shall mean that at least twenty percent (20%) of the entree and appetizer menu items of such tenant or occupant are considered to be Italian-type food items. For purposes hereof pizza shall be considered an Italian-type

food item.

5. Memorandum of Lease.

This Memorandum is executed for the purposes of giving notice of the existence of the Lease. The Lease is deemed to be a material part hereof as though set forth in length herein. Whenever a conflict of provisions between this Memorandum and the Lease shall occur, the provisions of the Lease shall govern. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Miscellaneous.

Upon the expiration or earlier termination of the Lease, this Memorandum of Lease shall automatically terminate without further act of the parties hereto, and upon request by Landlord, Tenant shall execute any documents reasonably required to evidence such termination and to remove any exceptions to Landlord's title resulting from the Lease. If Tenant fails to so execute any such documents, then Tenant irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to execute and deliver such documents, which appointment includes full power of substitution and shall be deemed to be coupled with an interest.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be executed as of the day and year first above written.

TENANT:

BRAVO BRIO RESTAURANT GROUP, INC.,
an Ohio corporation

By: James J. O'Connell
Name: James J. O'Connell
Title: Chief Financial Officer
Date Executed: 2/12/12

LANDLORD:

168TH AND DODGE, L.P.,
a Nebraska limited partnership

By: RED Village Pointe, LLC, a Missouri
limited liability company, Manager

By: E&R Holdings, LLC,
an Arizona limited liability company, Managing Member

By: Michael L. Ebert
Michael L. Ebert, Manager

State of Ohio

County of Franklin

On this 13 day of February 2012 before me, a notary public, personally appeared James J. O'Connor who acknowledged herself/himself to be the CFO of **BRAVO BRIO RESTAURANT GROUP, INC.**, an Ohio corporation, and that she/he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/ himself as officer.

In witness whereof I hereunto set my hand and official seal.



Patrick J. Looman

Notary

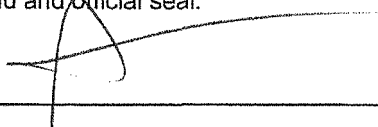
Patrick J. Looman
Notary Public, State of Ohio
My Commission Expires 04-21-2013

State of Arizona

County of Maricopa

On this 27 day of April 2012 before me, Michael L. Ebert, personally appeared Michael L. Ebert who acknowledged himself to be the Manager of E&R Holdings, LLC, an Arizona limited liability company, the Managing-Member of RED Village Pointe, LLC, a Missouri limited liability company, the Manager of **168TH AND DODGE, L.P.**, a Nebraska limited partnership, and that he, as such Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

In witness whereof I hereunto set my hand and official seal.



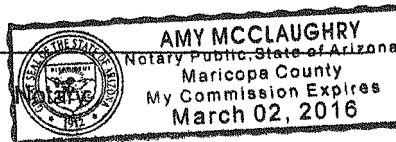


Exhibit A

Legal Description of the Shopping Center

Lots 2, 4 and 5, inclusive, and Lot 8, Outlot A and Outlot B,
Village Pointe, a subdivision in Douglas County, Nebraska. **68-40328**

AND

(formerly Lot 10, Village Pointe)
Lots 1 through 3, inclusive, Replat One Village Pointe, a
subdivision in Douglas County, Nebraska. **68-40329**

AND

Lot 3 Replat Two Village Pointe, a
subdivision in Douglas County, Nebraska **68-40344**

Exhibit B

Site Plan

