

5

AFTER RECORDING, RETURN TO:

2007 091117

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 NOV 16 AM 9: 33

ERJ Dining IV, LLC
1903 Stanley Gault Parkway
Louisville, KY 40223
Attn: Karen Campbell, Esq.

FILED

MICHAEL A. BROWN
RECORDER

AFTER RECORDING
PLEASE RETURN TO
PINNACLE TITLE
3801 SPRINGHURST BLVD., SUITE 102
LOUISVILLE, KY 40241

NOV 15 2007

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

200708118

NOTICE OF ASSIGNMENT OF LEASE

STATE OF TEXAS §
COUNTY OF DALLAS §

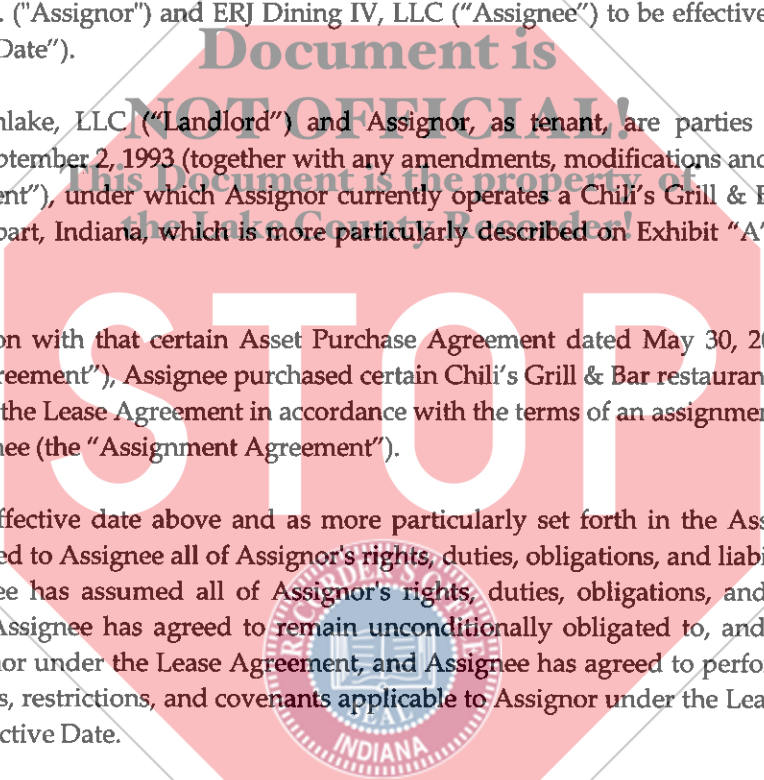
This Notice of Assignment of Lease (the "Notice of Assignment") is entered into by and between Brinker Indiana, Inc. ("Assignor") and ERJ Dining IV, LLC ("Assignee") to be effective as of November 1, 2007 (the "Effective Date").

WEA Southlake, LLC ("Landlord") and Assignor, as tenant, are parties to that certain lease agreement dated September 2, 1993 (together with any amendments, modifications and assignments thereto, the "Lease Agreement"), under which Assignor currently operates a Chili's Grill & Bar restaurant at 2425 Southlake Mall, Hobart, Indiana, which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

In connection with that certain Asset Purchase Agreement dated May 30, 2007, as amended (the "Asset Purchase Agreement"), Assignee purchased certain Chili's Grill & Bar restaurants from Assignor, and the parties assigned the Lease Agreement in accordance with the terms of an assignment agreement between Assignor and Assignee (the "Assignment Agreement").

As of the effective date above and as more particularly set forth in the Assignment Agreement, Assignor has assigned to Assignee all of Assignor's rights, duties, obligations, and liabilities under the Lease Agreement, Assignee has assumed all of Assignor's rights, duties, obligations, and liabilities under the Lease Agreement, Assignee has agreed to remain unconditionally obligated to, and bound by, all terms applicable to Assignor under the Lease Agreement, and Assignee has agreed to perform and observe all of the terms, conditions, restrictions, and covenants applicable to Assignor under the Lease Agreement arising on and after the Effective Date.

Pursuant to the Assignment Agreement, Assignee has agreed not to extend the term of the Lease Agreement beyond the expiration of the Renewal Term on June 30, 2024, and shall not exercise any option for any such renewal (or extension) term, without Assignor's prior written consent (which consent shall be conditioned upon Assignee causing Landlord to fully release Assignor from any and all liability



200
8799

→ Stewart-Indianapolis

R

019352

under the Lease Agreement as of June 30, 2024, and may otherwise be subject to such conditions, terms, and restrictions as Assignor deems necessary under the circumstances).

This Notice of Assignment is not intended to alter or supersede the Assignment Agreement, and in the event of any conflict between this Memorandum of Assignment and the Assignment Agreement, the provisions of the Assignment Agreement shall control.

Signature Page to Follow



IN WITNESS WHEREOF, the Assignor and Assignee have executed this Memorandum of Assignment to be effective as of the date set forth above.

Assignor:

Brinker Indiana, Inc.,
a Delaware corporation

By: 

Name: Bryan D. McCrory

Title: Vice President

Assignee:

ERJ Dining IV, LLC,
a Kentucky limited liability company

By: 

Name: Ulysses L. Bridgeman, Jr.

Title: Member

Assignor's Address: c/o Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel (CH#357)

Assignee's Address: ERJ Dining IV, LLC
1903 Stanley Gault Parkway
Louisville, Kentucky 40223
Tel: 502-254-7130
Fax: 502-254-7031

Prepared By: Bryan D. McCrory, Esq.
Brinker International, Inc.
6820 LBJ Freeway
Dallas, TX 75240

Document is
NOT OFFICIAL!

This Document is the property of
Public County Recorder

I affirm, under the penalties for perjury,
that I have taken reasonable care to
redact each social security number in
this document, unless required by law.


Dennis L. Mattingly, Attorney at Law



ACKNOWLEDGMENT

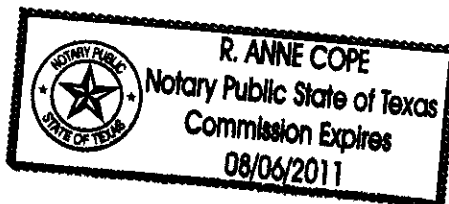
STATE OF TEXAS §
COUNTY OF DALLAS §

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Bryan D. McCrory, as Vice President of Brinker Indiana, Inc., known to me to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid on this 1 day of November, 2007.

R. Anne Cope
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: August 6, 2011



STATE OF KENTUCKY §
COUNTY OF Tobacco §

Document is NOT OFFICIAL!
This Document is the property of St. Lukes Community Health

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Ulysses L. Bridgeman, Jr., as Member of ERJ Dining IV, LLC, known to me to be the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid on this 26 day of September, 2007.

Brenda L. Hites
NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires: 10/29/2008

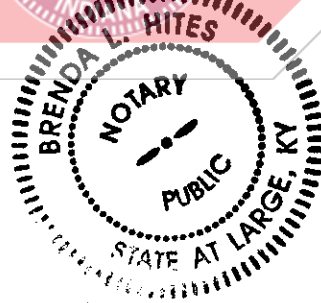


EXHIBIT "A"

Street Address: 2425 Southlake Mall
Hobart, Indiana

Part of the Northeast Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 23, township 35 North, Range 8 West, of the Second Principal Meridian in Ross Township, Lake County, Indiana, more particularly described as follows:

Commencing at a brass pin in concrete at the Southwest corner of said Section 23; thence North $02^{\circ} 42' 00''$ West (assumed bearing) along the West line of Section 23 a distance of 2402.02 feet; thence North $87^{\circ} 54' 28''$ East a distance of 330.00 feet; thence North $02^{\circ} 42' 00''$ West parallel with the aforesaid West line a distance of 200.93 feet; thence North $88^{\circ} 16' 48''$ East a distance of 667.91 feet; thence North $88^{\circ} 38' 13''$ East a distance of 1694.69 feet (cut cross 0.3' South and 0.1' East of corner) to the point of beginning, said point being on the South right of way line of US Highway 30; thence North $88^{\circ} 38' 13''$ East along the South right of way line a distance of 192.00 feet to a 5/8" rebar with yellow cap marked "Firm 0001" flush with ground; thence South $01^{\circ} 21' 47''$ East a distance of 283.72 feet, said point being North $01^{\circ} 21' 47''$ West a distance 62.72 feet from a PK nail; thence South $43^{\circ} 38' 13''$ West a distance of 104.31 feet to a point; thence North $17^{\circ} 52' 00''$ West a distance of 35.59 feet to a point; thence North $54^{\circ} 36' 32''$ West (passing through a PK nail a distance of 4.97 feet) distance of 166.97 feet (1" iron pipe 0.3' South and 0.1' West of corner) to the point of curvature of a curve having a radius of 35.00 feet, the radius point of which bears North $35^{\circ} 23' 31''$ East; thence Northwesterly along said curve an arc distance of 46.557 feet to a 5/8" rebar with yellow cap marked "Firm 0001" flush with ground to the point of reverse curvature of a curve having a radius of 465.68 feet, the radius of which bears North $68^{\circ} 23' 30''$ West; thence Northeasterly along said curve an arc distance of 186.698 feet to the point of beginning containing 1.416 acres, more or less

