

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): June 2, 2017

Bravo Brio Restaurant Group, Inc.

(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction
of incorporation)

001-34920
(Commission
File Number)

34-1566328
(I.R.S. Employer
Identification No.)

**777 Goodale Boulevard, Suite 100,
Columbus, Ohio**
(Address of principal executive offices)

43212
(Zip Code)

Registrant's telephone number, including area code: 614-326-7944

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- * Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - * Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - * Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - * Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry Into a Material Definitive Agreement.

On June 8, 2017, Bravo Brio Restaurant Group, Inc. (the “Company”), certain subsidiary guarantors of the Company, Wells Fargo Bank, National Association, as administrative agent, and certain lenders under the Company’s Credit Agreement, dated as of November 5, 2014, by and among the Company, as borrower, the domestic subsidiaries of the borrower, as guarantors, the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, Bank of America, N.A., as syndication agent, KeyBank National Association as documentation agent, and Wells Fargo Securities, LLC, Keybank Capital Markets, Inc. and Merrill Lynch, Pierce, Fenner & Smith, Inc., as co-lead arrangers and joint book managers, as amended pursuant to that certain First Amendment to Credit Agreement and Waiver, dated as of October 31, 2016 (the “Credit Agreement”) entered into a Waiver Agreement (the “Waiver Agreement”).

On June 2, 2017, the Company received notice from Wells Fargo Bank, as administrative agent under the Credit Agreement, of the occurrence of certain Events of Default under the Credit Agreement. The Waiver Agreement waives such Events of Defaults by the Company under the Credit Agreement relating to the Company’s non-compliance with the Consolidated Lease-Adjusted Leverage Ratio contained in the Credit Agreement which arose out of the Company’s requests for, and borrowings of, Swingline Loans made between May 8, 2017 and June 2, 2017. Pursuant to and subject to the terms of the Waiver Agreement, the Required Lenders waived such existing events of default.

The Waiver Agreement additionally provides that from the date of the Waiver Agreement until the earlier of (x) July 14, 2017 or (y) the occurrence of any other Default or Event of Default (the “Effective Period”), after giving effect to any Revolving Loan and/or Swingline Loan made during the Effective Period, the sum of (i) the aggregate principal amount of all Revolving Loans then outstanding and (ii) the aggregate principal amount of all Swingline Loans then outstanding will not exceed \$15,000,000 at any time during the Effective Period.

Absent further consent from the Required Lenders, the waiver will expire upon the termination of the Effective Period.

As of the date of the Waiver Agreement, the aggregate amount outstanding under the Credit Agreement was approximately \$42.7 million.

The disclosure herein regarding the Waiver Agreement does not purport to be complete and is qualified in its entirety to the full text of the Waiver Agreement, which is filed as exhibit 10.1 hereto and is incorporated herein by reference. The Waiver Agreement contains representations and warranties that are the product of negotiations among the parties thereto and that the parties made to, and solely for the benefit of, each other as of specified dates. In addition, any defined terms used in the foregoing summaries which are not otherwise defined have the meaning given to such terms in the Credit Agreement or Wavier Agreement, respectively.

Item 2.04 Triggering Events that Accelerate or Increase a DFO or Obligation under an Off-Balance Sheet Arrangement.

The disclosure under Item 1.01 above is incorporated by reference in this Item 2.04.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Waiver Agreement, dated as of June 8, 2017, by and among Bravo Brio Restaurant Group, Inc., the guarantors party thereto, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent.

99.1 Press release dated June 8, 2017 entitled, “Bravo Brio Restaurant Group, Inc. Provides Business Update”

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Bravo Brio Restaurant Group, Inc.

June 8, 2017

By: /s/ James J. O'Connor
Name: James J. O'Connor
*Title: Executive Vice President, Chief Financial Officer,
Treasurer and Secretary*

Exhibit Index

Exhibit No.	Description
99.1	Bravo Brio Restaurant Group, Inc. Provides Business Update

WAIVER AGREEMENT

THIS WAIVER AGREEMENT dated as of June 8, 2017 (the "Agreement") is entered into among Bravo Brio Restaurant Group, Inc., an Ohio corporation (the "Borrower"), the Guarantors party hereto, the Lenders party hereto and Wells Fargo Bank, National Association, as Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Guarantors (as defined therein), the Lenders and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders, entered into that certain Credit Agreement dated as of November 5, 2014 (as amended by that certain First Amendment to Credit Agreement and Waiver dated as of October 31, 2016 and as further amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower has informed the Administrative Agent that it has failed to comply with Section 4.2(d) of the Credit Agreement in connection with requests for, and borrowings of, Swingline Loans made between May 8, 2017 and June 2, 2017, in each case which failure has resulted in an Event of Default under Section 7.1(b) of the Credit Agreement as of such applicable date (collectively, the "Existing Events of Default");

WHEREAS, the Borrower has requested that the Required Lenders waive the Existing Events of Default; and

WHEREAS, the Required Lenders are willing to waive the Existing Events of Default subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Waiver.

(a) Subject to the other terms and conditions of this Agreement, the Administrative Agent and the Required Lenders hereby waive the Existing Events of Default; provided this waiver shall only be effective from the date hereof until the earlier of (i) July 14, 2017 or (ii) the occurrence of any other Default or Event of Default under the Credit Agreement (such period, the "Effective Period").

(b) Upon the earlier to occur of the events set forth in clause (a) above, (i) each of the Existing Events of Default shall be reinstated as if such Existing Event of Default had not been waived hereby and shall constitute an Existing Event of Default occurring on the applicable date of such Existing Event of Default and (ii) the Administrative Agent and the Lenders shall be immediately entitled to exercise any or all of their rights and remedies arising in respect thereof, including, without limitation, the right, at the option of the Required Lenders, to charge default interest in accordance with Section 2.7(b) of the Credit Agreement beginning as of such applicable date.

(c) The Administrative Agent and the Required Lenders hereby agree that the Credit Parties shall not be required to comply with Section 4.2(d) of the Credit Agreement with respect to any Extension of Credit requested to be made during the Effective Period.

(d) Notwithstanding anything to the contrary provided in the Credit Agreement, the Borrower hereby acknowledges and agrees that during the Effective Period, after giving effect any Revolving Loan and/or Swingline Loan made during the Effective Period, the sum of (i) the aggregate principal amount of all Revolving Loans then outstanding and (ii) the aggregate principal amount of all Swingline Loans then outstanding (the sum of (i) and (ii) at any time, the "Aggregate Loan Exposure") shall not exceed \$15,000,000 (such amount, the "Effective Period").

Committed Loan Amount”) at any time during the Effective Period. The Borrower hereby further acknowledges and agrees that if at any time during the Effective Period the Aggregate Loan Exposure exceeds the Effective Period Committed Loan Amount, the Borrower shall immediately prepay the Revolving Loans and Swingline Loans in an amount sufficient to eliminate such excess (such payment to be applied as set forth in Section 2.6(b)(ii) of the Credit Agreement).

(e) The above waiver shall not modify or affect the Credit Parties’ obligations to comply fully with any duty, term, condition or covenant contained in the Credit Agreement or any other Credit Document. The waiver is limited solely to the Existing Events of Default, and nothing contained in this Agreement shall be deemed to constitute a waiver of any other Default or Event of Default that may exist (other than the Existing Events of Default) or any other rights or remedies the Administrative Agent or any Lender may have under the Credit Agreement or any other Credit Documents or under applicable law.

2. Condition Precedent. This Agreement shall be effective as of the date set forth above upon receipt by the Administrative Agent of counterparts of this Agreement duly executed by the Borrower, the Guarantors, the Required Lenders and the Administrative Agent.

3. Miscellaneous.

(a) The Credit Agreement, and the obligations of the Credit Parties thereunder and under the other Credit Documents, are hereby ratified and confirmed and shall continue and remain in full force and effect according to their terms.

(b) Each Credit Party hereby represent and warrant as follows:

(i) Each Credit Party has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(ii) This Agreement has been duly executed and delivered by the Credit Parties and constitutes each of the Credit Parties’ legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(iii) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by any Credit Party of this Agreement.

(c) The Credit Parties represent and warrant to the Lenders that (i) the representations and warranties of the Credit Parties set forth in Article III of the Credit Agreement and in each other Credit Document are true and correct as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date and (ii) no event has occurred and is continuing which constitutes a Default or an Event of Default.

(d) Each of the Borrower and the Guarantors hereby ratifies the Credit Agreement and each other Credit Document to which it is a party and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement and each other Credit Document to which it is a party applicable to it and (b) that it is responsible for the observance and full performance of its respective obligations under the Credit Documents.

(e) Each of the Borrower and the Guarantors hereby releases the Administrative Agent and each Lender, and each of such Person’s officers, employees, representatives, affiliates, advisors, trustees, agents, managers, counsel and directors from any and all actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, now known or unknown, suspected or unsuspected,

to the extent that any of the forgoing arises out of or is founded upon the Credit Agreement, any other Credit Document or the lending relationship established thereunder.

(f) This Agreement shall constitute a Credit Document under the terms of the Credit Agreement.

(g) The Borrower agrees to pay all reasonable costs and expenses of Administrative Agent in connection with the preparation, execution and delivery of this Agreement, including without limitation the reasonable fees and expenses of the Administrative Agent's legal counsel.

(h) This Agreement and the other Credit Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy or other electronic means shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(j) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BORROWER: BRAVO BRIO RESTAURANT GROUP, INC.

By: /s/ James J. O'Connor
Name: James J. O'Connor
Title: Chief Financial Officer

ADMINISTRATIVE
AGENT AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and Lender

By: /s/ Darcy McLaren

Name: Darcy McLaren

Title: Director

BANK OF AMERICA, N.A.

By: /s/ Anthony Luppino

Name: Anthony Luppino

Title: Assistant Vice President

THE HUNTINGTON NATIONAL BANK

By: /s/ Amanda M. Sigg

Name: Amanda M. Sigg

Title: Vice President

KEYBANK NATIONAL ASSOCIATION

By: /s/ Marianne T. Meil

Name: Marianne T. Meil

Title: Senior Vice President



Bravo Brio Restaurant Group, Inc. Provides Business Update

Obtains Waiver Agreement for Credit Agreement

Company to Present at Two Investor Conferences

Columbus, Ohio - June 8, 2017 - Bravo Brio Restaurant Group, Inc. (NASDAQ: BBRG) (the Company), owner and operator of the BRAVO! Cucina Italiana (BRAVO!) and BRIO Tuscan Grille (BRIO) restaurant concepts, today provided a business update.

Current Performance

Brian O'Malley, President and Chief Executive Officer, said, "We continue to see sequential quarterly sales improvement in our core restaurant base and remain cautiously optimistic that we will see that improvement continue as the year progresses. Guests are reacting positively to our enhanced menus, expanded banquet facilities, and are also taking greater advantage of our off-premise to-go and delivery options. We are further encouraged by the traction we are gaining through our updated training program test which is centered around elevating the dining experience."

Waiver Agreement

The Company and Wells Fargo Bank, and certain lenders under the Company's credit agreement entered into a waiver agreement. The waiver agreement provides a limited waiver of certain events of defaults by the Company under the credit agreement relating to the Company's non-compliance with the consolidated lease-adjusted leverage ratio contained in the credit agreement which arose out of the Company's requests for, and borrowings of, loans made during the second quarter. Pursuant to and subject to the terms of the waiver agreement, the required lenders waived such existing events of default.

Jim O'Connor, Chief Financial Officer, said, "We just obtained a waiver to our credit agreement and we are working diligently with our lender to amend our existing credit agreement, which we expect to have completed by the second quarter earnings call. While we expect to be in full compliance with our current credit agreement by the end of the second quarter, the amendment should provide us additional financial flexibility as we continue to see our operating performance improve."

Investor Conferences

The Company will be participating at the following upcoming conferences:

- On Tuesday, June 13, 2017, the Company will present at the 37th Annual Piper Jaffray Consumer Conference at The Lotte New York Palace Hotel in New York City. The presentation will begin at 2:55 PM ET.
- On Wednesday, June 21, 2017, the Company will present at the Jefferies 2017 Global Consumer Conference in Nantucket, Massachusetts. The presentation will begin at 10:30 AM ET.

Please visit the Company's investor relations website at <http://investors.bbrg.com> in the 'Presentations & Events' section for webcast information.

About Bravo Brio Restaurant Group, Inc.

Bravo Brio Restaurant Group, Inc. is a leading owner and operator of two distinct Italian restaurant brands, BRAVO! Cucina Italiana and BRIO Tuscan Grille. BBRG has positioned its brands as multifaceted culinary destinations that deliver the ambiance, design elements and food quality reminiscent of fine dining restaurants at a value typically offered by casual dining establishments, a combination known as the upscale affordable dining segment. Each of BBRG's brands provides its guests with a fine dining experience and value by serving affordable cuisine prepared using fresh flavorful ingredients and authentic Italian cooking methods, combined with attentive service in an attractive, lively atmosphere. BBRG strives to be the best Italian restaurant company in America and is focused on providing its guests an excellent dining experience through consistency of execution.

Forward-Looking Statements

Some of the statements in this release contain forward-looking statements, which involve risks and uncertainties. These statements relate to future events or Bravo Brio Restaurant Group, Inc.'s future financial performance. The Company has attempted to identify forward-looking statements by terminology including “anticipates,” “believes,” “can,” “continue,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “should” or “will” or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties, and other factors, including those discussed under the heading “Risk Factors” in the Annual Report on Form 10-K filed by the Company with the Securities and Exchange Commission on March 6, 2017.

Although Bravo Brio Restaurant Group, Inc. believes that the expectations reflected in the forward-looking statements are reasonable based on its current knowledge of the business and operations, it cannot guarantee future results, levels of activity, performance or achievements. The Company assumes no obligation to provide revisions to any forward-looking statements should circumstances change.

Contacts

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