



2012 FRANCHISE DISCLOSURE DOCUMENT

## FRANCHISE DISCLOSURE DOCUMENT



BUFFALO WILD WINGS INTERNATIONAL, INC.  
5500 Wayzata Boulevard  
Suite 1600  
Minneapolis, MN 55416  
(952) 593-9943  
[www.buffalowildwings.com](http://www.buffalowildwings.com)

We grant you the right to operate a BUFFALO WILD WINGS® Restaurant. Your Restaurant will have a video entertainment-oriented, casual/fast casual restaurant theme, and will offer on-premises dining and carry-out and offer for sale a wide variety of chicken wings, sandwiches and other products and beverages, including alcoholic beverages.

The total investment necessary to begin operation of a BUFFALO WILD WINGS® Restaurant is from \$1,701,500 to \$3,150,700 for a free standing location (not including land) or from \$1,371,700 to \$2,518,700 for a non-free standing location. This includes \$25,000 to \$50,000 that must be paid to the franchisor or an affiliate.

If you sign an Area Development Agreement, the Initial Franchise Fee is \$40,000 for each Restaurant you commit to develop under the ADA, except that you will pay an Initial Franchise Fee equal to \$25,000 for subsequent Restaurants if we determine that you are capable of conducting, and in fact do conduct, your own pre-opening staff training for such subsequent Restaurants. Upon signing an Area Development Agreement, you pay a lump sum, nonrefundable Development Fee equal to ½ of the Initial Franchise Fee for each Restaurant to be opened under the Area Development Agreement. If you sign a Franchise Agreement for a Restaurant whose trade area is wholly within the Designated Area of another Restaurant you own, there is no Initial Franchise Fee. You will only pay the costs incurred by Buffalo Wild Wings International, Inc. in assisting with your restaurant opening.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Carlyne Canady in the Buffalo Wild Wings Franchise Department at 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416 and (952) 593-9943.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contracts carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 22, 2012

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION OR ARBITRATION ONLY IN MINNESOTA. OUT-OF-STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE OR ARBITRATE WITH US IN MINNESOTA THAN IN YOUR OWN STATE.
2. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the following page for registration state effective dates.

### STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	March 22, 2012
Florida	March 22, 2012
Hawaii	March 30, 2012
Illinois	March 23, 2012
Indiana	March 23, 2012
Maryland	March 27, 2012
Michigan	March 23, 2012
Minnesota	March 26, 2012
New York	March 23, 2012
North Dakota	March 23, 2012
Rhode Island	March 23, 2012
South Dakota	March 23, 2012
Virginia	March 30, 2012
Washington	March 26, 2012
Wisconsin	March 23, 2012

In all other states, the effective date is the issuance date of March 22, 2012.

**NOTICE REQUIRED  
BY  
STATE OF MICHIGAN**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.**

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
2	BUSINESS EXPERIENCE.....	2
3	LITIGATION .....	4
4	BANKRUPTCY .....	4
5	INITIAL FEES .....	4
6	OTHER FEES .....	5
7	ESTIMATED INITIAL INVESTMENT .....	9
8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES .....	13
9	FRANCHISEE’S OBLIGATIONS .....	16
10	FINANCING .....	17
11	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	17
12	TERRITORY.....	23
13	TRADEMARKS.....	25
14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION .....	27
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	27
16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....	28
17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	29
18	PUBLIC FIGURES.....	33
19	FINANCIAL PERFORMANCE REPRESENTATIONS .....	33
20	OUTLETS AND FRANCHISEE INFORMATION.....	35
21	FINANCIAL STATEMENTS.....	46
22	CONTRACTS .....	47
23	RECEIPTS .....	47



EXHIBITS

- A. LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS
- B. FINANCIAL STATEMENTS
- C. FRANCHISE AGREEMENT (INCLUDING APPENDICES AND ADDENDUM)
- D. AREA DEVELOPMENT AGREEMENT
- E. LIST OF RESTAURANT LOCATIONS
- F. LIST OF FORMER FRANCHISEES
- G. FORM OF RELEASE AGREEMENT
- H. RESERVATION AGREEMENT
- I. CONFIDENTIAL DISCLOSURE AGREEMENT AND RECEIPT

**ITEM 1**  
**THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

To simplify the language in this Franchise Disclosure Document, “we” or “us” means Buffalo Wild Wings International, Inc., the Franchisor. “You” means the person or entity that buys the franchise. If the franchisee is a corporation, partnership or other entity, “you” also may mean its owners.

The Franchisor and any Parents, Predecessors & Affiliates

We are an Ohio corporation incorporated on May 21, 1990, under the name bw-3 Franchise Systems, Inc. We changed our name to Buffalo Wild Wings International, Inc. on March 26, 2001. As of the date of this Disclosure Document, our principal place of business is at 5500 Wayzata Boulevard, Suite 1600, Minneapolis, Minnesota 55416; (952) 593-9943; www.buffalowildwings.com. We do business under the name “Buffalo Wild Wings.” We have no predecessors. We are a wholly-owned subsidiary of Buffalo Wild Wings, Inc., a Minnesota corporation (our “Parent”) that developed the concept for the franchise being offered. Our Parent was formed in 1982 as an Ohio corporation under its original name, JMS Associates, Inc., which name changed to bw-3, Inc. in 1995 and then merged into Jar-Man Associates, Inc., a Minnesota corporation, on June 2, 1997 with bw-3, Inc. being the name of the surviving company. On May 28, 1998, bw-3, Inc. changed its name to Buffalo Wild Wings, Inc. Our Parent’s principal business address is 5500 Wayzata Boulevard, Suite 1600, Minneapolis, Minnesota 55416. As of the date of this Disclosure Document, we have no affiliates that offer franchises in any line of business or that provide products or services to our franchisees.

Our agents for service of process are disclosed in Exhibit A to this Franchise Disclosure Document.

Our Business Experience

We began offering franchises in the United States in April 1991 under the name “bw-3” and “Buffalo Wild Wings and Weck.” In 1997 we began a conversion of the system from “bw-3” to BUFFALO WILD WINGS®. We do not offer, and have not offered, franchises in any other line of business. We have never operated a business similar to the business being franchised, although our parent has owned and operated restaurants similar to those being franchised since 1982. As of December 25, 2011, our Parent and its subsidiaries operated 315 Restaurants, including 4 Restaurants in Canada. Except as described above, our Parent does not have any predecessors. Our Parent has never offered franchises of any type. In 2012, we began offering franchises in Canada. We do not have any Canadian franchisees as of the date of this Disclosure Document.

The Franchise

We grant you the right to operate a BUFFALO WILD WINGS® Franchised Restaurant (the “Restaurant”) under the terms of a Franchise Agreement (“Franchise Agreement”). Before executing a Franchise Agreement, you may choose to sign a Reservation Agreement to reserve a geographic area within which you will locate the Restaurant. The Reservation Agreement territory may be larger than the territory granted in the Franchise Agreement, which is signed at a later date. The Reservation Agreement is attached to this Disclosure Document as Exhibit H. No other franchise will be granted within the geographic area that you have reserved for a period of 6 months after you have signed the Reservation Agreement. If you do not sign a franchise agreement within 6 months of signing the Reservation Agreement, the Reservation Agreement will expire.

We also offer to qualified entities the right to develop multiple BUFFALO WILD WINGS® Restaurants within a protected territory (“Development Territory”) under the terms of the Area Development Agreement (“Area Development Agreement”). If you sign an Area Development Agreement, you will sign a separate Franchise Agreement for each Restaurant developed under your Area Development Agreement.

Your Restaurant will have a video entertainment-oriented casual/fast casual restaurant theme and will offer on-premises dining and carry-out and offer for sale a wide variety of chicken wings, sandwiches, salads and other products and beverages, including alcoholic beverages (“Menu Items”). We also may permit franchisees to offer delivery or catering services. You must prepare the Menu Items in accordance with our specified recipes and serve in accordance with our specified standards. Each Franchised Restaurant operates under the name BUFFALO WILD WINGS GRILL & BAR<sup>®</sup> and other marks as we designate.

You must operate your Restaurant under the unique BUFFALO WILD WINGS<sup>®</sup> system (“System”). The System is characterized by distinctive layout, audio/visual system, service style, design, signs, decor, furnishings, recipes, procedures and techniques, all of which we may change. BUFFALO WILD WINGS<sup>®</sup> Restaurants range in size from 4,000 to 4,600 square feet with seating capacity for 120 to 150 people (excluding outdoor patio seating), to 4,601 to 7,000 square feet with seating capacity for 185 to 285 people (excluding outdoor patio seating). You must adhere to the System regardless of the size of your Restaurant.

### The Market and Competition

Your Restaurant will offer food products to the general public and the sales are not seasonal. Your competitors include other restaurant businesses, particularly those offering similar food products, alcoholic beverages and video entertainment, including national or regional franchise systems and other chains. We believe that the market for delivery, carry-out and on-premises dining of chicken wings, sports bars, sandwiches and other products is well developed.

### Licenses and Permits

Laws exist in every state that govern the food service industry (including health, sanitation and safety regulations regarding food storage, preparation and safety) and the sale of liquor. You must comply with these laws and other laws that apply to businesses generally. In addition to laws and regulations that apply to businesses generally, your Restaurant will be subject to various federal, state and local government regulations, including those relating to site location and building construction, such as the Americans with Disabilities Act; storage, preparation and sale of food products, including meat products, and sale of alcoholic beverages; and health, sanitation and safety regulations relating to food service. It is your sole responsibility to obtain and keep in force all necessary licenses and permits required by public authorities, including an alcoholic beverage vendor’s license.

## **ITEM 2** **BUSINESS EXPERIENCE**

### Sally Smith – President, Chief Executive Officer and Director

Ms. Smith was our Parent’s Chief Financial Officer and Treasurer from November 1994 until July 1996, at which time she became our Parent’s President, Chief Executive Officer and Director. Ms. Smith also has served as one of our principal officers since joining us in 1994, and currently serves as one of our Directors.

### Mary Twinem – Executive Vice President, Chief Financial Officer and Treasurer

Ms. Twinem was our Parent’s Controller from January 1995 until July 1996 at which time she became Chief Financial Officer and Treasurer. She is a certified public accountant. Ms. Twinem also has served as one of our principal officers since 1996.

#### James Schmidt –Chief Operating Officer

Mr. Schmidt joined our Parent in April 2002 as our Vice President, General Counsel; he became our Parent's Secretary in September 2002 and a Director in September 2003. Mr. Schmidt currently serves as our Parent's Chief Operating Officer, and has served as one of our principal officers and as our Director since 2002. From April 1997 to April 2002, Mr. Schmidt was an attorney practicing general corporate business law and franchise law at Robbins, Kelly, Patterson & Tucker, P.A., a law firm in Cincinnati, Ohio, where he served as outside legal counsel for us and our Parent for over 10 years.

#### Mounir Sawda – Managing Director, International

Mr. Sawda has been our Parent's Managing Director, International since August 2010. Before that he served as our Parent's Senior Vice President, Franchise and Development from September 2007 through July 2010. From May 2005 to September 2007, Mr. Sawda owned and operated two companies in Greenville, South Carolina: MC Partners, Inc, a real estate company, and SLC Development Co, LLC, a project management and construction company. From 1997 to 2001, Mr. Sawda was employed by Denny's Corporation as Senior Director and then as its Vice President of Franchise and Development from 2001 to 2005.

#### Kathleen Benning – Executive Vice President, Global Brand and Business Development

Since joining our Parent in March 1997, Ms. Benning has served in a variety of roles, most recently, as our Parent's Executive Vice President, Global Brand and Business Development, a position she assumed in October 2011. Prior to that, Ms. Benning served as our Parent's Executive Vice President, Global Marketing and Brand Development, from January 2010 through September 2011. Ms. Benning served as our Parent's Senior Vice President of Marketing and Brand Development from January 2002 through December 2009, and as our Parent's Vice President of Marketing from March 1997 through December 2001.

#### Lee Patterson – Senior Vice President of Guest Experience and Innovation

Mr. Patterson currently serves as our Parent's Senior Vice President of Guest Experience and Innovation, a position he has held since October 2011. Prior to that, Mr. Patterson served as our Parent's Senior Vice President, Information Technology from January 2011 through September 2011, and as Vice President of Information Technology from January 2008 through December 2010. Mr. Patterson was with Applebee's International, Inc. in Kansas City, Missouri from May 2003 to January 2008, serving most recently as Director of Restaurant Systems.

#### Mark Lutz – Vice President, Global Distribution

Mr. Lutz has served as our Parent's Vice President, Purchasing since our inception. He became Vice President, Global Distribution in August 2009. He has been employed by our Parent since February 1984.

#### Judith Shoulak – Executive Vice President, North American Operations

Ms. Shoulak has served as our Parent's Executive Vice President, North American Operations, since October 2011. Prior to that, Ms. Shoulak served as our Parent's Executive Vice President, Global Operations and Human Resources, from January 2010 through September 2011, and as Senior Vice President of Operations from March 2004 through December 2009. Ms. Shoulak joined our Parent as Vice President of Human Resources in October 2001, and served in that capacity until January 2003, when she was appointed to serve as our Parent's Senior Vice President, Human Resources, a position she held through February 2004.

Andrew Block – Senior Vice President of Talent Management Services

Andrew Block joined our Parent in April 2010 as our Vice President of Talent Management Services, as was promoted to Senior Vice President of Talent Management Services in January 2012. Prior to that, he served as the Director of Human Resources for C.H. Robinson in Eden Prairie, Minnesota.

Emily Decker – Vice President, General Counsel and Secretary

Ms. Decker joined our Parent in August 2007 as a Franchise Attorney. In January 2011, she began serving as our Parent's Vice President, General Counsel and corporate Secretary. Before joining our Parent, Ms. Decker was an attorney at Briggs and Morgan, P.A., a law firm in Minneapolis, Minnesota, from 2004 through July 2007.

John Brad Laughner – Vice President, Franchise Relations and Development

Mr. Laughner joined our Parent in April 2002 as a Franchise Consultant. In January 2005, he became Director of Restaurant Support and in November 2007 he became Director of New Restaurant Openings/Restaurant Support. In July 2009 he became Director of Franchise Relations and Facilities and was promoted to Vice President, Franchise Relations and Development in January 2010.

Dave Langefels, Vice President, Risk Management

Dave Langefels has served as our Parent's Vice President, Risk Management, since January 2010. From January 2007 through December 2009, Mr. Langefels served as our Parent's Sr. Director of Risk Management, and from June 1986 until joining our Parent in January 2007, he worked as an insurance agent and risk management consultant with the Christensen Group in Minnetonka, Minnesota.

Kevin McCradden, Vice President, Purchasing

Kevin McCradden has served as our Parent's Vice President, Purchasing since January 2010. From August 2005 through December 2009, Mr. McCradden served as our Parent's Director of Purchasing.

Karen Bird, Vice President, Information Technology

Karen Bird joined our Parent in October 2011, as our Parent's Vice President, Information Technology. Prior to that, she was an independent IT consultant for Advisory Financial Group in Ft. Lauderdale, Florida, from January 2011 through March 2011, and the Chief Information Officer for Whataburger Restaurants in San Antonio, Texas from August 2008 through September 2010. Ms. Bird also was the Vice President of Restaurant Information Services for Brinker International in Dallas, Texas from May 2006 to August 2008.

Bob Ruhland, Vice President, Marketing Communications

Bob Ruhland joined our Parent in December 2011, as Vice President, Marketing Communications. Prior to that, he served as the Brand Director of SuperCuts for Regis Corporation in Minneapolis, Minnesota from May 2009 until December 2011. From October 2008 until May 2009, Mr. Ruhland was the VP, Director—Marketing for Katz Media Group in Minneapolis, Minnesota, and he was the Director of Marketing for Treasure Island Casino in Welch, Minnesota from July 2002 until October 2008.

Carolyn Canady – Director of Franchise Sales

Ms. Canady joined our Parent in March 2006 as a Franchise Consultant and became Director of Franchise Sales in May 2007. Before that, Ms. Canady was employed by Carl's Jr., located in Anaheim, California, from 1996 to 2006, acting as Franchise Business Consultant until December 2005 and Director of Operations until March 2006.

Bill Kressner – Director of Franchise Operations

Mr. Kressner joined our Parent in 2003 as a Franchise Consultant and became Director of Operations in 2009.

Brad Essick – Director of Franchise Operations

Mr. Essick has served as our Parent's Director of Franchise Operations since December 2005. Prior to that, Mr. Essick was our Parent's Franchise Consultant from September 2002 until December 2005.

Kirk Hartman – Director of Franchise Operations

Mr. Hartman joined our Parent in April 2007 as our Franchise Consultant. He was promoted to his current position, Director of Franchise Operations, in January 2011.

Sarah Yatchak – Senior Attorney

Ms. Yatchak joined our Parent in July 2011 as Senior Attorney. From June 2006 through July 2011, Ms. Yatchak was an attorney at Faegre & Benson, LLP, a law firm based in Minneapolis, Minnesota.

Jeffrey Miller – Director, Field Marketing

Jeffrey Miller joined our Parent in January 2007 as a Regional Marketing Manager, and was promoted to his current position, Director of Field Marketing, in December 2008. Prior to that, he was the National Marketing Manager for Damon's Grill International, Inc. in Columbus, Ohio, from July 2003 through November 2007.

Jeffrey Wong – Director of Franchise Real Estate

Mr. Wong joined our Parent in 2008 as Director of Franchise Real Estate. From 2003 to 2008, Mr. Wong worked for Denny's, Inc. in Spartanburg, South Carolina as Senior Director Franchise Development/Real Estate from 2003 to 2004 and as Director Real Estate from 2005 to 2008.

Edmond Farran – Director of Franchise Construction

Mr. Farran joined our Parent in February 2008 as our Manager of Franchise Construction, and was promoted to Director of Franchise Construction in January 2012. Prior to joining our Parent, Mr. Farran was Project Manager for Baring Industries in Ft. Lauderdale, Florida.

**ITEM 3**  
**LITIGATION**

During our last fiscal year, we filed 3 actions against a former franchisee and guarantors in related proceedings to recover payment of amounts owed and enforce compliance with post-termination obligations:

Buffalo Wild Wings International, Inc. v. Grand Canyon Equity Partners, LLC, U.S. Bankruptcy Court for the District of Arizona, Case No. 2:11-ap-01981-JMM. Filed October 28, 2011.

Buffalo Wild Wings International, Inc. v. Grand Canyon Equity Partners, LLC, GCEP-Goodyear, LLC, GCEP-Surprise, LLC, GCEP-Scottsdale, LLC, David Agado, Richard Folmar, Michael Merriman and Caesar Perez, U.S. District Court for the District of Minnesota, Case No. 11-CV-03287 (RHK/LIB). Filed November 8, 2011.

Buffalo Wild Wings International, Inc. v. GCEP-Goodyear, LLC, U.S. Bankruptcy Court for the Southern District of Texas, Case No. 11-20662. Filed November 18, 2011.

Except for the three actions listed above, no litigation is required to be disclosed in this Disclosure Document.

#### **ITEM 4** **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

#### **ITEM 5** **INITIAL FEES**

The following is a description of our standard initial fees:

1. Application Fee: When we have made a preliminary determination that you meet our financial qualifications, you pay an Application Fee of \$3,000. This fee is nonrefundable. If you sign a Franchise Agreement, the Application Fee is credited toward the Initial Franchise Fee.
2. Initial Franchise Fee:

You pay an Initial Franchise Fee of \$40,000 when you sign a Franchise Agreement. If you already operate one or more Franchised Restaurants, and we determine that you are capable of conducting your own pre-opening staff training related to additional Restaurants that you develop, you pay a reduced Initial Franchise Fee of \$25,000 for each such additional Restaurant. (The reduction of the Initial Franchise Fee by \$15,000 in this instance equals a portion of the approximate costs we will save by you conducting your own pre-opening staff training. The other portion of these costs is reflected in the Opening Team Expenses, described further below in this Item 5.) Further, if you open a Restaurant with a trade area wholly within the Designated Area of another Restaurant you own, the Initial Franchise Fee is waived except for costs incurred by us in assisting with the store opening.

You pay us \$5,000 toward the Initial Franchise Fee when you sign a Reservation Agreement, attached to this Disclosure Document as Exhibit H, and the balance of the Initial Franchise Fee when you sign the Franchise Agreement, attached as Exhibit C. The \$5,000 is not refundable even if you do not sign a Franchise Agreement within the 6-month term of the Reservation Agreement, unless we determine that the reserved trade area is no longer viable or if we determine, in our sole judgment, that circumstances beyond your control prevented you from securing a site during the 6-month term. If you do not sign a Reservation Agreement, you pay us the full Initial Franchise Fee due when you sign the Franchise Agreement. The Initial Franchise Fee (including amounts paid toward a Reservation Agreement) is a lump sum payment, fully earned upon receipt, and is not refundable. We will use the Initial Franchise Fee in part to cover the direct and indirect costs associated with you purchasing and opening a Restaurant including training, manuals, opening assistance, legal fees and general overhead. During our last fiscal year, we received from franchisees a range of \$0 to \$42,500 for the Initial Franchise Fees described in this Item 5. Those franchisees who paid less than \$42,500 for an Initial Franchise

Fee signed earlier agreements with differing franchise fee requirements or had other special considerations. Except as described above, the Initial Franchise Fee is uniform for all new franchisees.

3. Fees Payable Under Area Development Agreements: If you sign an Area Development Agreement, you must develop a minimum of two Franchised Restaurants within the Development Territory. The Initial Franchise Fee for each Restaurant is \$40,000, unless we determine that you are capable of and in fact train your own pre-opening staff training related to the additional Restaurants you develop, in which case the Initial Franchise Fee for each such Restaurant after your first is \$25,000. Upon signing the Area Development Agreement, you pay a lump sum, nonrefundable Development Fee equal to ½ of the Initial Franchise Fee for each Franchised Restaurant to be opened under the Area Development Agreement.

The Development Fee is applied to the Initial Franchise Fee for each Restaurant opened under the Area Development Agreement, so that upon signing the required individual Franchise Agreement for a Restaurant, you must submit the balance of the Initial Franchise Fee for that Restaurant. The Initial Franchise Fees for Restaurants opened under an Area Development Agreement are nonrefundable.

4. Opening Team Expenses: You will reimburse us for the remaining portion of the travel expenses and prorated salaries for the Opening Team members who assist you with the opening of your Restaurant (see Item 11). (The first portion--\$15,000—is described above in Paragraph 2 of this Item 5.) The Opening Team Expenses generally range from \$7,500 to \$10,000, are nonrefundable (see Item 7), and will be paid within 10 days after receipt of an invoice from us. You will receive an invoice for the Opening Team’s travel expenses and prorated salaries within 30 days after the opening of your Restaurant. If your opening is delayed, you will pay all costs associated with rescheduling the Opening Team, including airfare and related travel charges. Thus, your Opening Team Expenses may be higher than the stated range if you reschedule the pre-opening training. If you are capable of conducting, and in fact do conduct, your own pre-opening staff training prior to opening Restaurants after your first, you will not pay the Opening Team Expenses.

**ITEM 6  
OTHER FEES**

<b>Type of Fee(1)</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee(5)	5% of Gross Sales(2)(3)	Paid by electronic funds transfer every Friday for the preceding Reporting Period(4)	
Advertising Fee(5)	3% of Gross Sales(2)(6)	Paid by electronic funds transfer every Friday for the preceding Reporting Period(4)	We will contribute the same amount for each similarly situated company or affiliate-owned restaurant in the same local marketing area (except “Special Sites”).
Local Advertising(7)	½% of Gross Sales(2)	Periodically	If we designate a local advertising cooperative, your local advertising expenditure can be used for the cooperative advertising contribution.(7).



<b>Type of Fee(1)</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Grand Opening Advertising/Marketing	\$12,500	Paid between 45 days prior to and 45 days after opening your Restaurant.	You must perform a grand opening if you relocate the Restaurant or reopen the Restaurant after having it closed for 30 days or more.
Audits	Cost of audit plus interest at the maximum rate allowable by law (not to exceed 1½% per month)	Immediately upon receipt of bill	You pay for cost of audit only if it shows an understatement of your Gross Sales, Royalty Fees or Advertising Fees by 1.25% or more from data reported to us.
Transfer Fee(8)	\$12,500	Upon application for consent to transfer	You must pay a \$5,000 deposit at the time you submit the transfer application. We have the right to increase the deposit above \$5,000 and up to \$12,500 if we believe our costs and expenses will exceed \$5,000. We will refund the \$5,000 (or any increased deposit amount) less our costs and expenses (including our time) if the transfer is not completed. If the transfer proceeds, the \$7,500 balance is due to us prior to closing of the transfer and the entire \$12,500 transfer fee becomes nonrefundable at that time.
Computer Hardware Maintenance	\$1,500 to \$2,500	Annually	Payable to vendor of the hardware.
Remodeling(9)	\$300,000 to \$600,000 (10)	As remodeling occurs	Remodeling does not include general maintenance, routine maintenance, painting, replacing worn carpet, replacing worn furniture, and refreshing.
Co-op Accounting Fee (11)	\$1,200 to \$6,000	Annually	See note 10.
Renewal Fee	\$20,000	30 days prior to the end of the expiring term	
Late Fee	\$150 for each delinquent report or payment	Automatically upon next Electronic Transfer of Funds	

<b>Type of Fee(1)</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Additional Assistance (12)	\$1,000 per day per person plus expenses	Immediately upon receipt of bill	See Item 11.
Insurance (13)	\$24,000-\$80,000 for annual premiums	When premiums are due	See Items 7 and 8 for more information on insurance.
Mystery Shopper (14)	\$100 per shop (14)	Upon receipt of bill	
Liquidated Damages (15)	See Note 15	Payable if you violate non-solicitation covenant in the Franchise Agreement or within 30 days of the termination of the Area Development Agreement, whichever is applicable	See Note 15

Notes:

- (1) You pay all fees to us unless otherwise noted. All fees are non-refundable unless otherwise noted with respect to the transfer fee deposit discussed in this Item 6 and in Note 8 below.
- (2) Gross Sales includes the total revenues and receipts from the sale of all products, services and merchandise sold in or in relation to your Restaurant, including, without limitation, any cover charges or fees, any vending or similar activities in your Restaurant or on its premises, catering and other off-site activities and events, and all use or license fees. Gross Sales does not include sales tax.
- (3) The Royalty Fee for the first half of the initial term of the Franchise Agreement will be an amount equal to 5% of Gross Sales. The Royalty Fee for the second half of the initial term of the Franchise Agreement will be an amount equal to the greater of (i) 5% of Gross Sales or (ii) the Royalty Fee being charged by us under our form of franchise agreement being used by us at any time during the second half of the initial term (or, if no form of franchise agreement is being used by us on such date, the Royalty Fee being charged by us under our latest form of franchise agreement), provided that the Royalty Fee may not be increased by more than ½% at any time during the initial term of the Agreement. The amount of the Royalty Fee for any renewal term will be that provided in the franchise agreement executed for such renewal term.
- (4) Reporting Period means the period from Monday to Sunday (unless we designate otherwise). If there are insufficient funds from which to pay the fee when due, the amount due will bear interest at the highest applicable legal rate up to a maximum of 1½% per month from the date due.
- (5) If you fail to open your restaurant in accordance with the terms of your Franchise Agreement, you may request an extension to your opening date. It is our right, but not our obligation, to grant you an extension. If we grant an extension, you must pay estimated Royalties and Advertising Fees from the date you were scheduled to open, according to your Franchise Agreement or Area Development Agreement. The estimated fees will be based on the prior year's average gross sales of all restaurants in the system opened after 2001.
- (6) The Advertising Fee is paid to us for deposit in an Advertising Fund. We reserve the right to increase the Advertising Fee upon 60 days written notice to you, provided, however, that we may not increase the Advertising Fee by more than ½% per year and that the Advertising Fee will not exceed 4% for the initial term of your Franchise Agreement. See Item 11 for more information on advertising.

- (7) The expenses for local advertising are in addition to the Advertising Fee and must be paid by you directly to the vendors, unless you are participating in a local advertising cooperative, in which case your contribution for local advertising will be paid to the cooperative association. As further described in Item 11, we may designate a local advertising market and require you to contribute to, and participate in, an advertising cooperative. Each Restaurant in the market, including our company and affiliate-owned (excluding Special Sites), will be a member of the advertising cooperative. The contribution amount designated by the cooperative must be on a percentage of Gross Sales basis and per Restaurant, and must be at least ½%.
- (8) The transfer fee for a Restaurant is reduced if part of a simultaneous multiple restaurant transfer - \$12,500 for the first Restaurant, \$2,500 for the second through the tenth Restaurants with no additional transfer fee beyond the tenth Restaurant. If, however, our costs and expenses in reviewing and processing the transfer, including attorneys' fees, exceed the applicable transfer fee, then in addition to the transfer fee you agree to cover those additional costs and expenses (including our time).
- (9) You pay remodeling costs directly to approved third party vendors or contractors.
- (10) Six months prior to the end of the term of your Franchise Agreement, if you want to renew the term of your Franchise Agreement, you must have complied with your remodeling obligations and, in addition, you must perform any further items of modernization and/or replacement of the building, premises, trade dress, equipment and grounds as may be necessary for your Restaurant to conform to the standards then applicable to new BUFFALO WILD WINGS® restaurants, regardless of the cost of such modernizations and/or replacements, unless we determine that you should relocate your Restaurant because your Authorized Location no longer meets our then-current site criteria, in which case you must relocate the Restaurant (Sections 4.B, 5.D and 5.E of the Franchise Agreement).
- (11) A Co-op Accounting Fee applies only if your Restaurant is part of an advertising cooperative, as described in Item 11. If you participate in an advertising cooperative that is comprised of both franchised and company restaurants, our accounting department must provide accounting services for the cooperative, and will do so for a flat fee of \$3,000 or \$6,000 annually, depending on resource needs. If you participate in an advertising cooperative comprised solely of franchised restaurants, and if the cooperative voluntarily elects to retain BWW's accounting department to perform the cooperative's accounting services, the cooperative will pay us a Co-op Accounting Fee equal to \$6,000. If you participate in an advertising cooperative comprised solely of franchised restaurants and do not use BWW's accounting department to perform the cooperative's accounting services, the cooperative will pay a \$1,200 annual fee to cover costs for weekly money draws from each franchisee to the cooperative's bank account. While you will not fully and solely bear this expense, you should be aware that a portion of the funds you contribute to a Co-op may be directed toward payment of this and other Co-op related administrative expenses.
- (12) If we schedule your pre-opening on-site training and the Restaurant is not ready for opening as scheduled, resulting in a delay to the scheduled opening date, you are responsible for the costs to change/adjust travel and lodging arrangements, potential lost wages, and/or additional time for our representatives in connection with the delay and all other related expenses. See Item 5.
- (13) This estimate includes all risk coverage, business interruption insurance, comprehensive general liability insurance, liquor liability coverage, automobile liability and other forms of required insurance. You pay insurance premiums directly to third party insurers. You must deliver to us or our designee at commencement and thereafter annually or at our or our designee's request a proper certificate evidencing the existence of the required insurance coverage. See Item 8 for more information on insurance.
- (14) We have the right to evaluate the operation of your Restaurant at any time, including sending mystery shoppers to your Restaurant. We hire various vendors who send the "mystery shoppers" into the Restaurants. You must pay for 3 "mystery shopper" visits during the first 3 months after you open your Restaurant. Also, any time you fail an evaluation by us or by a mystery shopper, you must pay

for the next three mystery shoppers we send to your Restaurant. The current fee charged by the vendors is approximately \$100 fee per visit, which you must pay directly to the vendor. The fee per mystery shopper visit includes the reimbursement of the tab paid by the mystery shopper for the items consumed at your Restaurant and, therefore, the actual fee for each visit may vary.

- (15) If you violate the Interference with Employment Relations provision in the Franchise Agreement, you must pay liquidated damages to us (or the harmed party) an amount equal to 2 times the annual compensation that the person being hired away was receiving at the time you offered him/her employment. If we terminate the Area Development Agreement due to your default, you must pay to us, within 30 days of such termination, all sums owing to us, including the balance of the Initial Franchise Fees that we would have received had you developed all of the Restaurants set forth in the Development Schedule. In addition to the Initial Franchise Fees for undeveloped Restaurants, you must pay an amount equal to \$50,000 for each undeveloped Restaurant.

**[Remainder of this page intentionally left blank.]**

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount (Free Standing and Non- Traditional Locations) (1)	Amount (Non-Free Standing Locations)	Method Of Payment	When Due	To Whom Payment Is To Be Made
<b>Hard Costs Related to Construction:</b>					
Free Standing Building Improvements/Non-Free Standing Leasehold Improvements(2)	\$ 950,000- \$1,500,000 (not including land)	\$ 650,000- \$950,000 (3)	As Arranged	As Arranged	Approved Contractors
Furniture, Fixtures and Equipment(4)	\$ 320,000- \$ 690,000	\$ 320,000- \$ 690,000 (3)	As Arranged	As Arranged	Approved Suppliers
Signage	\$ 45,000- \$ 120,000	\$ 15,000- \$ 75,000 (3)	As Incurred	As Incurred	Approved Suppliers
Sports Memorabilia(5)	\$ 8,000- \$ 16,000	\$ 8,000- \$ 16,000	As Incurred	As Incurred	Approved Supplier
Computer POS System/ Kitchen Display Unit	\$ 30,000- \$ 55,000	\$ 30,000- \$ 55,000 (3)	As Incurred	As Incurred	Approved Suppliers
Audio Visual Equipment(6)	\$ 120,000- \$ 175,000	\$ 120,000- \$ 175,000 (3)	As Arranged	As Arranged	Contracted Suppliers
<b>Subtotal of Hard Costs Related to Construction</b>	<b>\$1,473,000- \$2,556,000</b>	<b>\$ 1,143,000- \$1,961,000</b>			
<b>Other Expenditures:</b>					
Initial Franchise Fee(7)	\$ 25,000 - \$40,000	\$ 25,000 - \$40,000	Lump Sum (or two payments, if you sign a Reservation Agreement)	Upon Signing of Franchise Agreement (and Reservation Agreement, if applicable)	Us
Rent(8)	See Note 2	\$ 10,000- \$ 20,000	As Arranged	As Arranged	Lessor
Lease & Utility Security Deposits(9)	\$ 5,000- \$ 15,000	\$ 5,000 - \$ 15,000	As Arranged	Before Opening	Lessor and Utility Companies
Fees Related to Site Approval and Construction of Your Restaurant(10)	\$ 1,200 - \$ 46,200	\$ 1,200 - \$ 46,200	As Incurred	As Incurred	Us and Suppliers
Architecture Fees	\$ 35,000- \$ 80,000	\$ 25,000- \$ 55,000	As Incurred	As Incurred	

Type Of Expenditure	Amount (Free Standing and Non- Traditional Locations) (1)	Amount (Non-Free Standing Locations)	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Inventory(11)	\$ 12,000- \$ 18,000	\$ 12,000- \$ 18,000	Lump Sum	Upon Delivery of Inventory	Approved Suppliers
Insurance(12)	\$ 7,000- \$ 22,000	\$ 7,000- \$ 15,000	As Arranged	As Arranged	Insurance Company
Training (13)	\$ 7,000- \$ 9,000	\$ 7,000- \$ 9,000	As Incurred	As Incurred	Transportation Lines, Hotels, Restaurants
Reimbursement of Expenses for Opening Team (14)	\$0 - \$10,000	\$0 - \$10,000	As Incurred	Within 10 days following receipt of invoice	Us
Grand Opening Advertising/Marketing(15)	\$ 12,500	\$ 12,500	As Incurred	As Incurred	Media, Printers, Advisors, Other Suppliers, Employees
Office Equipment and Supplies(16)	\$ 4,000- \$ 7,000	\$ 4,000- \$ 7,000	As Incurred	As Incurred	Approved Suppliers
Liquor License(17)	\$ 5,000- \$ 125,000	\$ 5,000- \$ 125,000	As Arranged	As Arranged	Appropriate State/Local Authorities or Third Party
Professional Fees	\$ 20,000- \$ 70,000	\$ 20,000- \$ 45,000	As Arranged	As Arranged	Your Attorneys, Financial Advisors, CPA's and Other Professionals
Additional Funds(18) (3-month period)	\$ 100,000- \$ 150,000	\$ 100,000- \$ 150,000	As Incurred	As Incurred In First Three Months	Employees, Suppliers
<b>Subtotal of Other</b>	\$ 251,200- \$ 597,200	\$ 251,200- \$ 560,200			
TOTAL(19)	\$1,701,500 - \$3,150,700 (not including land)	\$1,371,700 - \$2,518,700 (See Note 3)			

Notes:

\* Except where otherwise noted, we do not offer direct or indirect financing to franchisees for any items. Except where otherwise noted, all amounts that you pay to us or our affiliates are nonrefundable. Third party suppliers will decide if payments to them are refundable.

(1) Free Standing and Non-Traditional Locations. The minimum square footage for a free standing location generally is 4,601 or more square feet; while non-traditional locations such as airports and military bases may have lesser square footage, they often result in higher build-out costs due to conditions unique to these venues (e.g., union labor, security clearances, etc.). Accordingly, the

ranges in the table for Free Standing and Non-Traditional Locations pertain either to Restaurants ranging from 4,601 to 7,000 square feet with a seating capacity of 185 to 285 people, or to Restaurants located in unique venues.

- (2) Improvements. The costs of construction and leasehold improvements depend upon the size and condition of the premises, the nature and extent of leasehold improvements required, the local cost of contract work and the location of your Restaurant. The estimate includes your architectural and engineering fees.

For free standing locations, the range includes an estimate for the cost of building the Restaurant's structure. If you choose to build and own the Restaurant premises as a free standing location, the cost for your long-term real property investment obligations will be significantly higher and may range between \$700,000 to \$1,300,000 or more, depending on many independent variables like location and size of the site, site improvement costs, union/non-union labor regions, soil and environmental conditions, building and health codes and regulations and other factors. This estimate does not include land cost. Down payment requirements and initial financing or commitment expenses are negotiated individually and vary too widely to be predicted realistically.

- (3) Range of Expenses. The low figure represents the low end estimate to establish a 4,700 to 5,400 square foot Restaurant, and the high figure represents the high end estimate based on 5,700 to establish a Restaurant ranging between 5,700 and 7,000 square feet or more. As of the date of this Disclosure Document, we are researching new signage requirements for the Restaurants. You may incur additional costs for signage if we require you to upgrade or change your signage as described in Section 5.F of the Franchise Agreement.
- (4) Furniture, Fixtures and Equipment. The manuals list the furniture, fixtures and equipment necessary for the operation of a Restaurant and include refrigerators, freezers, ovens, point-of-sale system, tables, chairs and other equipment, furniture and fixtures. See Item 8. The initial investment required will depend on financing terms available and other factors.
- (5) Sports Memorabilia. Prior to the date you open your Restaurant, you must purchase a minimum of \$8,000 of sports memorabilia items from a reputable provider of such items. You must provide us with purchase receipts for materials and installation for our verification. We reserve the right to approve the sports memorabilia items you intend to purchase. In addition, at the time you remodel your Restaurant pursuant to the terms of the Franchise Agreement, you must purchase an additional \$8,000 of sports memorabilia items. The costs of installation are included in the required amounts to be spent.
- (6) Audio/Visual Equipment. The audio/visual equipment you will need includes a minimum of a High Definition video system; 1 big screen, projection display of at least 110" diagonal for every 30 seats in your Restaurant (when possible, prototype calls for 92" over the bar); 1 television of at least 40" diagonal with UL listed mounts and High Definition video cabling for every 12 seats in your Restaurant; VCR and satellite and other packages that we specify; Buzztime network system; tuner/amp and 8 to 14 speakers. You will also need a dedicated A/V rack to house the A/V switching and routing components.
- (7) Initial Franchise Fee. The amount included in the chart is for your first Restaurant. If you sign a Reservation Agreement, you pay \$5,000, which we will credit toward the Initial Franchise Fee and you will pay us the remaining Initial Franchise Fee balance due when you sign the Franchise Agreement. See Item 5 for a description of the Initial Franchise Fee.
- (8) Rent. If you do not own suitable space for your Restaurant, you must rent premises suitable for the operation of a Restaurant. You typically will rent the premises for a non-free standing location. The estimate is for your rent the first month and does not include an estimate of monthly operating

expenses. The rental expense may vary widely based on geographic location, size of the facility, local rental rates and other factors.

- (9) Lease & Utility Security Deposits. Landlords may require a security deposit and utility companies may require that you place a deposit prior to installing telephone, gas, electricity and related utility services. A typical utility security deposit is one month's expense. A typical lease deposit will be an amount equal to one month's rent. These deposits may be refundable in accordance with the agreements made with the utility companies and landlord. These estimates may be significantly higher in some jurisdictions where the local authorities may require fees in excess of \$100,000 for electrical or sewer/water connections.
- (10) Site Approval and Construction Fees. We must accept the site selected by you. Prior to granting our acceptance of a site, you must have obtained and submitted third-party demographic information and such other analysis and information related to the site and market as we may require. If this is your first BUFFALO WILD WINGS® restaurant or if you or any of your affiliates have not met your obligations regarding the build out of any previous BUFFALO WILD WINGS® restaurant, we may require you to retain the services of a company specialized in assisting restaurant operators during the construction process to assist you in submitting, processing, monitoring and obtaining in a timely manner all necessary construction documents, licenses and permits and to advise you throughout the construction of your Restaurant. The costs associated with these services typically vary from \$2,500 to \$7,500 depending on the region and the amount of work and coordination needed to secure the appropriate permits and licenses.

If this is your first BUFFALO WILD WINGS® restaurant or if you or any of your affiliates have failed to timely open any other BUFFALO WILD WINGS® restaurant, we may require you to use one of our designated architects and general contractors. You, your affiliates and your Principal Owners or any person related to, or any entity controlled by any of your Principal Owners may not be your general contractor.

- (11) Initial Inventory. Your initial inventory must be purchased from approved suppliers or, in accordance with our specifications, as is further described in Item 8 of this Disclosure Document. Initial inventory consists of various food products, beverages, paper products, cleaning supplies and other supplies used in the operation of the Restaurant, as well as other merchandise or products sold by the Restaurant. The initial inventory expenditure will vary according to anticipated sales volume and current market prices for supplies.
- (12) Insurance. You must procure and maintain insurance coverage as set forth in the Franchise Agreement. The estimate is for approximately 25% of an annual premium and includes liquor liability coverage. The balance of the annual premium is generally payable over a 9-month period. The estimate also includes a non-refundable annual payment for an additional \$25 million umbrella liability coverage. The cost of insurance will vary based on policy limits, type of policies procured, any lease requirements, nature and value of physical assets, number of employees, square footage, contents of the business, geographical location and other factors bearing on risk exposure.
- (13) Training. You must make arrangements and pay the expenses for you, your Control Person (as defined in Item 15), the Unit General Manager and at least two assistant managers to attend our training program, including transportation, lodging, meals and wages. See Item 11 for more information on training. The amount expended will depend, in part, on the distance you must travel and the type of accommodations you choose. The estimate provided contemplates initial training of 4 people for 7 weeks.

In addition, if this is your first Restaurant, your Control Person must, at your expense, attend a pre-opening training class of approximately 5 days designed to expose your Control Person to the process of opening a new BUFFALO WILD WINGS® restaurant. This training will be held at a



BUFFALO WILD WINGS® restaurant being opened, either by another franchisee or by our Parent or one of our Parent's affiliates. All expenses associated with this training will be paid by you.

- (14) Reimbursement of Opening Team Expenses. You will reimburse us for the travel expenses and prorated salaries for the Opening Team members who assist you with the opening of your Restaurant. The low range (\$0) assumes that you are capable of and in fact do train your own employees prior to opening your second and subsequent Restaurants, while the high range (\$10,000) assumes that you require the services of our Opening Team for your first or subsequent Restaurants. Amounts paid for Opening Team Expenses are nonrefundable. See Items 5 and 11 for more information.
- (15) Grand Opening. You must conduct your “grand opening” advertising and promotion according to our standards and specifications. These amounts must be spent some time within 45 days prior and 45 days following the opening of your Restaurant, unless otherwise approved by us. In addition, you must perform a grand opening every time that you (i) relocate the Restaurant or (ii) reopen the Restaurant after having closed for 30 days or more. You must provide to us proof of these expenditures. We may collect and administer these funds on your behalf.
- (16) Office Equipment and Supplies. Before beginning operations, you must purchase an assortment of office equipment and supplies as prescribed in the manuals. Items include telephones and a facsimile machine.
- (17) Liquor License. It is solely your responsibility to obtain and maintain a liquor license for your Restaurant. The cost of a liquor license can be significantly higher in a few states where the number of licenses is severely restricted or available only from an existing holder. You should retain legal counsel specialized in obtaining and maintaining liquor licenses.
- (18) Additional Funds. This amount of working capital is projected as sufficient to cover initial operating expenses, including management salaries, for a period of 3 months. These figures are estimates, and we cannot guarantee you will not have additional expenses starting the business. Expenses not included are hourly labor costs, food and product costs and rent. Your costs will depend on factors such as: how closely you follow our recommended methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; and the sales level reached during the initial period. At the time of opening you must have a minimum of \$100,000 in immediately accessible working capital funds to be used solely to defray the costs of operating the restaurant for the initial months.
- (19) Total. We have used our Parent's 30 years of experience in the business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. For determining your initial cash position, we require you to have a minimum of 20% equity position.

You are cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing and local market conditions, which can be highly variable and can result in substantial, rapid and unpredictable increases in costs. You must bear any deviation or escalation in costs from the estimates in this Item 7 or estimates that we give during any phase of the development process.

ESTIMATED INITIAL INVESTMENT FOR AREA DEVELOPMENT AGREEMENT. If you sign an Area Development Agreement, your initial investment for your first Restaurant will be the same as disclosed in the Item 7 chart. You also will pay a one-time Development Fee as described in Item 5. This is the only additional initial investment for the Area Development Agreement. The Initial Franchise Fee for each subsequent Restaurant is set forth in Item 5. You also should be aware that your initial investment for your second and subsequent Restaurants likely will be higher

than the above estimates for your first Restaurant due to inflation and other economic factors that may vary over time.

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

In order to ensure a uniform image and uniform quality of products and services throughout the BUFFALO WILD WINGS® system, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us or our affiliates, we must accept the location of your Restaurant (see Item 11). We also have the right, but not the obligation, to review and to approve or disapprove any lease for the Restaurant premises. You and the landlord must execute the form of Lease Addendum attached to the Franchise Agreement. You must construct and equip your Restaurant in accordance with our then-current approved design, specifications and standards. In addition, it is your responsibility to insure that your building plans comply with the Americans with Disabilities Act and all other federal, state and local laws. You also must use equipment (including hardware and software for a restaurant point-of-sale system and audio/video equipment), signage, fixtures, furnishings, products, ingredients, supplies and advertising materials that meet our specifications and standards.

We provide you with a list of approved manufacturers, suppliers and distributors (“Approved Suppliers List”) and approved inventory products, fixtures, furniture, equipment, audio/visual equipment, signs, stationery, supplies and other items or services necessary to operate the Restaurant (“Approved Supplies List”). The Approved Supplies List may specify the specific manufacturer of a specific product or piece of equipment (for example, Pitco fryers, and you may purchase Pitco fryers from one of the approved equipment distributors). As further detailed below, from time to time we, an affiliate or a third party vendor or supplier may be the only approved supplier for certain products or services. You will pay the then-current price in effect for all purchases you make from us or an affiliate. As of the date of this Disclosure Document, we require that you use one of three designated suppliers for equipment (except for audio/visual equipment) and small wares and we require you to use one of three designated suppliers for Restaurant signage. Further, although we do not currently do so as of the date of this Disclosure Document, we may require you to purchase certain sports television subscription packages from a specific supplier. The lists also may include other specific products without reference to a particular manufacturer, or they may set forth the specifications and/or standards for other approved products. We may revise the Approved Suppliers List and Approved Supplies List. We give you the approved lists as we deem advisable. As of the date of this Disclosure Document, some of our officers own an interest in the following companies that supply products or services to franchised and affiliate-owned Restaurants: The Coca-Cola Company, International Paper and Microsoft Corporation.

You must notify us in writing if you want to offer for sale at the Restaurant any brand of product, or to use in the operation of the Restaurant any brand of food ingredient or other material, item or supply that is not then approved by us, or to purchase any product from a supplier that is not then designated by us as an approved supplier. If requested by us, you must submit samples and other information as we require for testing or to otherwise determine whether the product, material or supply, or the proposed supplier meets our specifications and quality standards. We generally will notify you of supplier approval or disapproval within 60-90 days of our receipt of all the information and samples we request. You must pay all costs of the inspection and evaluation and the actual cost of the test. The supplier also may be required to sign a supplier agreement. We may re-inspect the facilities and products of any supplier of an approved supplier or item and revoke our approval of any supplier or item that fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or item.

We apply the following general criteria in approving a proposed supplier: 1) ability to provide services or to make product in conformity with our unique and special specifications; 2) willingness to protect the secrets behind the uniqueness of a product without dissemination to others; 3) production and delivery capability; 4) reputation and integrity of supplier; 5) financial condition and insurance coverage of the supplier; and 6) ability to provide the product and/or service, on a national basis, to at least 80% of the then existing BUFFALO WILD WINGS® restaurants.

You must purchase and maintain in full force and effect, at your expense and from a company with a minimum A.M. Best Rating of A-VII that we accept, insurance that insures both you and us, our affiliates and any other persons we designate by name. The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, shall include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing): (i) property insurance on the Restaurant, restaurant improvements and all fixtures, equipment, supplies and other property used in the operation of the Restaurant; (ii) business interruption insurance that covers your loss of income and our Royalty Fees; (iii) comprehensive general liability insurance (including umbrella liability); (iv) liquor liability insurance; (v) automobile liability insurance on all owned, hired, rented and non-owned vehicles; and (vi) workers' compensation (including terrorism) and employer's liability insurance covering all of your employees. In addition, the required liability insurance must (i) name Buffalo Wild Wings, Inc., Buffalo Wild Wings International, Inc. and affiliates (collectively, "BWW Entities") as additional insureds; (ii) provide severability of interests and/or separation of insureds coverage, and (iii) be primary and non-contributory with any insurance policy carried by the BWW Entities. We may from time to time modify the required minimum limits and require additional insurance coverages by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the BUFFALO WILD WINGS system, standards of liability and higher damage awards. We require franchisees to purchase additional umbrella liability coverage through a carrier designated by our franchisee risk purchasing group, which is a group comprised of 3 franchisee representatives and one franchisor representative. In 2011, the single designated insurance carrier from which franchisees were required to purchase their umbrella liability coverage was Lexington Insurance Group, although our franchisee risk purchasing group may designate a different single carrier for umbrella coverage in the future. If you join the Buffalo Wild Wings franchise system, you will be required to purchase the required umbrella liability coverage for your Restaurant from the source specified by our franchisee risk purchasing group.

You must deliver to us (or our designee) at commencement and thereafter annually or at our or such designee's request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph. The insurance certificate must show your compliance with all required insurance specifications. If you do not procure and maintain the required insurance coverage (including any modifications referenced in the preceding sentence), we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

Although not required, we recommend that you consider the following insurance coverage typically found in restaurant operations: Back-up of Sewer & Drain; Business Income-Extra Expense; Cyber Liability; Earthquake; Employee Benefit Liability; Employee Dishonesty; Employment Practices Liability; Flood; Food Contamination-Loss of Income; Food Contamination-Trade Name Restoration; Interior & Exterior Glass & Signs; Machinery & Equipment Breakdown; Money & Securities; Terrorism-Property, Auto and Liability; Utility Interruption-Loss of Income and include Mental Injuries & Loss of Services in the Umbrella's definition of "Bodily Injury."

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Restaurant.

As noted in Items 5 and 7, you may purchase from us certain promotional items that you will use as part of your new restaurant opening activities and ongoing marketing efforts (shirts, banner kits and similar items). We currently make those items available to you at our cost plus a nominal markup. Neither we nor our affiliates are currently approved suppliers for any products, except for the new restaurant opening promotional and marketing items referenced in this paragraph. As detailed in this Item 8, we have several designated third-party sources from which you must purchase goods and services.

You will pay the then-current price in effect for all required or optional purchases from us or our affiliates.

You must purchase all the proprietary sauces, dressings, chicken wings and other food products from a member of the UniPro Distribution System or from any other distributor we may designate in the future.

As of the date of this Disclosure Document, First Data Corporation is the only approved supplier for BUFFALO WILD WINGS® gift cards, and you must sign an Affiliated Seller Agreement at the time you sign the Franchise Agreement. A copy of the Affiliated Seller Agreement is attached to the Franchise Agreement as Appendix E. You must accept and otherwise honor gift cards sold by an approved third-party retail supplier (for example, Target, Walmart, Walgreens and others).

You may serve only Coca Cola soft drink products in your Restaurant. You may buy Coca Cola soft drinks from whatever supplier you select, provided that supplier can deliver consistently the full line of Coca Cola products. Certain funds are paid by The Coca Cola Company, and some of these funds are paid directly to qualifying franchisees, some to our Parent, and some to other System Suppliers. Some of these funds are used for general and in-store advertising and promotions throughout the System and franchise conventions and meetings, and some are retained by our Parent.

Except for the above-required purchases, you are not required to purchase or lease any other goods or services for the operation of the Restaurant from us, our affiliates or from designated sources.

We and our affiliates reserve the right to receive payments or other consideration from suppliers in connection with your purchase of goods, products and services as described in this Item 8, as well as in connection with any future purchase of any goods, products or services. Most of these payments are calculated on an amount based on products sold to you and to our affiliate-owned restaurants, and the amounts typically range from 0% to 5% of each supplier's sales to you and our affiliate-owned restaurants. This range may be adjusted in the future. We will retain and use such payments as we deem appropriate or as required by the vendor or by manufacturers.

During our Parent's 2011 fiscal year, our Parent received payments and other consideration totaling \$9,691,023 from System suppliers in connection with the purchase of goods, products and services by both franchisee and company-owned restaurants (excluding the Advertising Fund contributions described below, which are not reflected in our financials). This amount represents 1.2% of our Parent's total revenues of \$784,478,000 as shown on its consolidated financial statements included as Exhibit B. This total of \$9,691,023 is not included in the revenues reported in our Parent's consolidated financial statements. We do not provide you with any type of accounting or report on these amounts or their uses. Several of our approved suppliers also sponsor our BWW restaurant conferences. During the fiscal year ended December 25, 2011, these suppliers paid us approximately \$2,660,000 in conference sponsorships. These amounts are reflected in our financial statements (and, consequently, the payments/consideration figures described in the above paragraph), and are used to enhance the offerings at the conferences for the benefit of all restaurants in the System.

In addition to the consideration described in the above two paragraphs, and as noted in Item 11, we and our affiliates receive payments from some third-party suppliers which are accounted for as Advertising Fund contributions (see Item 11 for information on the Advertising Fund and its expenditures). These payments may be percentage payments based on sales to franchisees, lump sums, reimbursements, or other similar types of payment. In 2011, the amount of such payments received by us and/or our affiliates and deposited in the Advertising Fund for use across the System totaled approximately \$8,600,000. We anticipate that we and/or our affiliates will receive similar amounts from third-party suppliers in 2012.

We do not currently participate in any purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees but not on

behalf of individual franchisees. Terms may vary based on any number of factors and prices may change from time-to-time. We do not provide material benefits (for example, renewal or granting additional franchises) to you based on your purchase of particular products or services or use of particular suppliers.

You can expect items purchased or leased in accordance with our specifications will represent approximately 90% of total purchases you will make to begin operations of the business and over 50% of the ongoing costs to operate the business.

## **ITEM 9** **FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other Items of this Disclosure Document.**

	<b>Obligation</b>	<b>Section in Agreement*</b>	<b>Disclosure Document Item</b>
a.	Site selection and acquisition/lease	Sections 2.A and 5.A; Section 4 of the Area Development Agreement; Section 8 of Area Development Agreement Addendum; Section 4 of Reservation Agreement	Items 7 and 11
b.	Pre-opening purchases/leases	Sections 5.A, 5.F and 6.C	Items 5, 6, 7 and 8
c.	Site development and other pre-opening requirements	Sections 5.A and 5.B; Sections 2 and 4 of the Area Development Agreement; Section 4 of Reservation Agreement	Items 7, 8 and 11
d.	Initial and ongoing training	Sections 7.B and 7.C; Sections 5 and 6 of Area Development Agreement Addendum	Items 5, 6 and 11
e.	Opening	Sections 2.C and 5.A; Section 4 of the Area Development Agreement	Items 5 and 11
f.	Fees	Sections 9.A-D; Section 3 of the Area Development Agreement; Sections 1 and 2 of Area Development Agreement Addendum; Section 3 of the Reservation Agreement	Items 5, 6 and 7
g.	Compliance with standards and policies/Operations Manual	Sections 6.A-P; Sections 4 and 6.A of the Area Development Agreement	Items 6, 7, 8, 11, 14 and 16
h.	Trademarks and proprietary information	Sections 3.A-E and 6.J; Section 6.B of the Area Development Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Sections 2.D and 2.E	Items 6, 7, 8, 11, and 16
j.	Warranty and customer services requirements	Sections 2.E and 6.L	Items 6 and 11

	<b>Obligation</b>	<b>Section in Agreement*</b>	<b>Disclosure Document Item</b>
k.	Territorial development and sales quotas	Sections 2.B and 2.D; Section 4 and Schedule B of the Area Development Agreement; Section 1 of Reservation Agreement	Item 12
l.	Ongoing product/service purchases	Sections 6.A-C	Items 6, 7 and 8
m.	Maintenance, appearance and remodeling requirements	Sections 5.B-E	Items 8 and 11
n.	Insurance	Section 10.D	Items 6, 7 and 8
o.	Advertising	Sections 8.A-F and 9C	Items 6, 7 and 11
p.	Indemnification	Section 10.B	None
q.	Owner's participation/management/staffing	Sections 7.A-E; Sections 5 and 6 of Area Development Agreement Addendum	Items 11 and 15
r.	Records/reports	Sections 9.E, 9.H and 9.I	Item 11
s.	Inspections/audits	Sections 5.C, 6.G and 9.I	Items 6 and 11
t.	Transfer	Sections 11.A-G; Section 9 of the Area Development Agreement	Items 6 and 17
u.	Renewal	Sections 4.A-B	Items 6 and 17
v.	Post-termination obligations	Sections 14.A-C; Section 8.A-F of the Area Development Agreement; Sections 6 & 7 of Reservation Agreement	Item 17
w.	Non-competition covenants	Section 10.D	Item 17
x.	Dispute resolution	Sections 12.A and 12.B; Sections 10.G and M of the Area Development Agreement; Section 9 of Reservation Agreement	Item 17
y.	Other	Not Applicable	Not Applicable

\*Unless otherwise noted, Section references are to the Franchise Agreement.

## **ITEM 10** **FINANCING**

We do not offer, either directly or indirectly, any financing to you. We are unable to estimate whether you will be able to obtain financing for any or all of your investment and, if so, the terms of such financing. Neither we nor any affiliate receives payment for the placing of financing. We do not have any present practice or intent to assign to a third party any instrument executed by you. No contracts or investments contain a waiver of defenses or similar provisions. We do not guarantee your notes, leases or other obligations.

**ITEM 11**  
**FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

**Except as listed below, Buffalo Wild Wings International, Inc. is not required to provide you with any assistance.**

Pre-Opening Assistance: Before you open your Restaurant, we will:

1. Provide you with site selection criteria and general building and design requirements for your Restaurant (Franchise Agreement, Sections 5.A and B).
2. Provide you with either a written copy or an electronic copy of the manuals (or electronic access to the manuals) that detail the specifications and procedures incidental to the operation of the Restaurant (Franchise Agreement, Section 6.I).
3. Approve all new restaurant opening promotional materials and advertising to be used by you that comply with our then-current standards (Franchise Agreement, Sections 8.B and F).
4. Provide the training programs described below (Franchise Agreement, Sections 7.B and C).

Ongoing Assistance: During the operation of your Restaurant, we will:

1. Maintain the Advertising Fund (Franchise Agreement, Section 8.A).
2. Provide updates to the Approved Suppliers and Approved Supplies Lists (Franchise Agreement, Section 7.C).
3. Make periodic visits to your Restaurant as we reasonably determine to be necessary to provide consultation and guidance. We have the right to require that your Control Person be present during these visits. Our representatives who visit your Restaurant will prepare written reports outlining any suggested changes or improvements in the operation of your Restaurant or detailing any defaults which become evident. We will give a copy of this written report to you. We shall advise you of any problems arising out of the operation of your Restaurant as disclosed by the report or by our inspection (Franchise Agreement, Section 6.G).
4. Provide refresher training courses as we determine necessary and require you to attend. We may provide these training programs without charge; however, you must pay all expenses for you and your employees, including training materials, travel and living expenses (Franchise Agreement, Section 7.C).

Our Obligations Under the Area Development Agreement

A developer signs the initial Franchise Agreement in the Development Schedule at the time the Area Development Agreement is signed. Our obligations under the Franchise Agreement apply to a developer. Each time a developer signs another Franchise Agreement, our obligations are activated for the new Restaurant to be established. We do not have separate obligations under the Area Development Agreement.

Marketing

As of the date of this Disclosure Document, you pay an Advertising Fee of 3% of your Gross Sales to an advertising and development fund (the "Fund") established by us. We may increase the amount of the Advertising Fee, as further described below, by an additional ½% upon 60 days' written

notice to you, but we may not increase the Advertising Fee more than one time every year and the Advertising Fee may not exceed 4% during the initial term of your Franchise Agreement. Other franchisees may contribute to the Fund at different rates.

We own and administer the Fund. The Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Fund. We may use the Fund for various purposes, including, but not limited to: (1) salaries, benefits and any other payments made to employees or any other individual or entity providing services to the Fund, and administrative costs, salaries and other expenses for marketing support personnel and operating expenses; (2) broadcast, digital, print or other advertising; (3) the creation, development and production of advertising and promotional materials (*i.e.*, print ads, radio, film and television commercials, digital assets, videotapes, direct mail pieces and other print advertising); (4) any marketing or related research and development (e.g., innovation, technology, and so on); and (5) advertising and marketing expenses, including product and food research and development, services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies, menus and menu designs, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of our website and intranet system, internet access provider costs, subscriptions to industry newsletters or magazines, and other marketing related expenditures we specify.

We determine the use of the monies in the Fund. We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Restaurant is located. During the 2011 fiscal year, we spent 79% of all 2011 restaurant contributions on media, 6% on printing and production, 7% on agency fees, 7% on general and administrative fees, and 1% on research costs. The total expenditures of the Fund (including both restaurant contributions and the payments from third-party suppliers described below and in Item 8) during the 2011 fiscal year were as follows: 69% on media, 18% on printing and production, 6% on agency fees, 6% on general and administrative fees, and 1% on research costs.

We oversee the advertising program and use the Fund to conduct national, regional and/or local advertising, although we may receive input from the Buffalo Wild Wings Advertising Council (“BWWAC”). The BWWAC serves only in an advisory capacity and consists of 10 members, including three individuals who are employees of our Parent and seven franchisee representatives who are elected by a vote of franchisees.

We will contribute to the Fund amounts equal to your required percentage for each similarly situated company-owned and affiliate-owned restaurant, except those located at “Special Sites” or “limited seating” Restaurants (see Item 12). Outside suppliers and vendors also may contribute to the Fund. (See Item 8 for more information.) We will prepare an annual unaudited accounting of the Fund and will make it available for your review upon your request. We have our own in-house advertising production capabilities, but we also may use outside national, regional or local agencies. We may be reimbursed for administrative costs and overhead incurred in administering the Fund, as noted above. We may use any of the advertising funds for the solicitation of franchise sales.

In addition to the Advertising Fee, you also must spend at least ½% of your Gross Sales on local advertising and promotion. You may only use your own advertising material if we have approved it before its use. You must maintain a business phone and advertise continuously in the yellow pages or classified section of a local telephone directory as well as the online/electronic equivalent of such, the cost of which will count toward your local marketing requirement. You must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation.

We have the right to establish and maintain local advertising cooperatives, based on designated marketing areas. If a local or regional advertising cooperative is formed or organized in your market, you must participate in and contribute to the cooperative. The contribution amount designated by the cooperative must be on a percentage of Gross Sales basis and per Restaurant, and must be at least ½%.



The ½% required spending on local advertising and promotion described in the previous paragraph may be used as your contribution to the cooperative. Each BUFFALO WILD WINGS® restaurant within an advertising cooperative, including BUFFALO WILD WINGS® restaurants owned by us, our Parent or its affiliates (except for Special Sites), will be a member of the cooperative. Each advertising cooperative will be required to adopt governing bylaws that meet our approval and that we may require the cooperative to amend from time to time. We will provide each advertising cooperative with a sample form of bylaws that the cooperative must use and we must approve, containing certain terms and conditions that we require, although the bylaws cannot modify the voting structure set forth in the sample form. The advertising cooperatives must submit to us its meeting minutes upon our request. All advertising cooperatives must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation. The members of each cooperative and their elected officers will be responsible for the administration of the advertising cooperative. We reserve the right to administer the cooperatives' funds and require payment from its members via electronic funds transfer, and may charge a reasonable fee to the cooperative to cover our costs of providing this service. Each advertising cooperative must engage the services of a professional media buyer or advertising agency, as we determine the need exists, that meets with our approval and has expertise in the industry and in the particular market. Each cooperative must consult with its own advisors to ensure that the cooperative is not being used for anti-competitive purposes. Also, each advertising cooperative will be required to have an independent certified public accountant prepare annual financial statements, which will be available to us and to all franchisee members of the cooperative. We have the right to require advertising cooperatives to be formed, changed, dissolved or merged. As of the date of this Disclosure Document, there are six BWW advertising cooperatives formed and operating in the United States.

#### Information System

You must record all sales on information systems that we have approved and report your Gross Sales daily via our intranet or through other electronic data interfaces that we may define at a future date. The information system is defined as the Point of Sale (POS) terminals and all hardware, software and data used to record and analyze sales, labor, inventory, product usage, site selection criteria and tax information. The information system, the specific components of which are described more fully in the manuals, currently costs approximately \$30,000. While we do not currently require the use of one specific POS system, we do reserve the right to require the use of a specific POS system at a future date. We also have the right to designate changes or enhancements to the information system used in your Restaurant including the POS terminals, computer hardware, software and other equipment. At such time as we designate the change or enhancement to the information system, you may be required to make certain payments to us or our designated suppliers. You will have 6 months to install and commence using the required, changed or enhanced information system. You must acquire the right to use hardware, software, peripheral equipment and accessories, and arrange for installation, maintenance and support services of the initial, changed or enhanced information system all at your cost. As of the date of this Disclosure Document, we are finalizing a conversion of all affiliate-owned Restaurants to the NCR, Aloha\_POS and MenuLink Internet Back Office System at a per-restaurant up front, one-time cost of approximately \$30,000 (excluding taxes and freight), and estimated annual per-restaurant recurring software and hardware maintenance costs between \$2,000 to \$9,000. You may incur similar per-restaurant costs if, in the future, we require the use of this specific platform in all franchised restaurants.

We may access the information system and retrieve, analyze, download and use all software, data and files stored or used on the information system. We may access the information system through our intranet, in your Restaurant or from other locations. You must store all data and information that we designate and report data and information in the manner we specify, including through our intranet or other online communications. You must at all times be compliant with the applicable and then-current Payment Card Industry (PCI) standards and requirements. You also must maintain a phone line and a high-speed broadband internet connection dedicated for the sole use of allowing our information system to interface and communicate with your information system and you may need to purchase software and/or services designated by us for this to occur. You also must have your restaurant connected to the

internet using a connection method we approve, currently DSL or Cable modem. You must maintain a permanent internet email account. You understand that the data storage, phone line, modem, communication software, internet access, internet email account and all additional hardware and software needed to implement and maintain these services is at your cost.

### Site Selection

If you sign a Reservation Agreement, you have 6 months after you sign in which to obtain our acceptance of the site you select within the reserved geographic area. The Franchise Agreement will be signed once our acceptance is obtained. If you do not sign a Reservation Agreement, you select the site for the Restaurant within the area designated in the Franchise Agreement. In either case, we provide you with site selection criteria. You must verify to us that your site complies with our site selection criteria. We do not select, endorse or approve your site. However, within 45-60 days from the date you submit all required information, we will notify you in writing whether or not we have any objections to the site you proposed. You may not proceed to develop a Restaurant on the site unless we have communicated our acceptance of the site in writing. Our identification of, or acceptance of, a site does not constitute a guarantee, recommendation or assurance as to the success of the site or your Restaurant, instead our acceptance of the site simply means that the site meets our then-current site selection standards or guidelines. The site selection factors considered by us in deciding whether or not to object to the location may include the following: (a) demographics; (b) traffic patterns; (c) visibility; (d) business mix; (e) ability to obtain liquor license; (f) ability to reflect image to be portrayed by BUFFALO WILD WINGS<sup>®</sup> businesses; and (g) adequacy of signs and image.

You must execute and provide to us an executed copy of your lease (including an executed copy of the Lease Addendum) or the purchase agreement for the selected and accepted site within 120 days from the date of execution of the Franchise Agreement. If you fail to have your "site under control" (execute the lease or the purchase agreement within the periods set forth in this Section), we will have the right to terminate the Franchise Agreement without opportunity to cure (Franchise Agreement, Section 13.B.2).

### Typical Length of Time Before You Open Your Restaurant

The typical length of time between the signing of the Franchise Agreement, or the first payment of any consideration for the franchise, and the opening of your business is approximately 12-15 months. Factors that may impact this length of time may include whether you have a site selected upon execution of the Franchise Agreement and your ability to obtain a site, prepare a site survey, arrange leasing and financing, make leasehold improvements, install fixtures, equipment, and signs, decorate the Restaurant, meet local requirements, obtain inventory, obtain liquor permit, and similar factors.

If you have not selected a site at the time the Franchise Agreement is signed, you have 90 days to do so or we may terminate the Franchise Agreement. You must begin operations by the Required Open Date (as defined by your Area Development Agreement or Franchise Agreement). If you fail to begin operations by the Required Open Date, we may terminate the Franchise Agreement (Franchise Agreement, Sections 2.C and 13.B.2). A developer must begin operation of the Restaurants to be developed under the Area Development Agreement according to the Development Schedule in the Area Development Agreement. The intervals for opening individual restaurants depend upon the negotiated Development Schedule, and are generally about 12 months for the first Restaurant (Area Development Agreement, Section 4 and Appendix B). The timelines in the Development Schedule supercede Franchise Agreement timelines and may be shorter than the timelines described in the Franchise Agreement. As described below, failure to open the Restaurant in accordance with the Development Schedule may result in termination of the applicable Franchise Agreement and Area Development Agreement.

Furthermore, you must start substantial construction of your Restaurant at least 150 days before the deadline to open your Restaurant if your Restaurant will be in a free standing location or at least 120 days before the deadline to open your Restaurant if your Restaurant will be in a non-free standing location.

Failure to meet these deadlines may result in termination of your Franchise Agreement. In addition, on or before the deadlines to start construction you must submit to us, if requested, executed copies of any loan documents and any other document that proves that you have secured adequate financing to complete the construction of your Restaurant by the date you are obligated to have your Restaurant open and in operation, plus a notice to the Construction Department of the name of your general contractor. In the event that you fail to comply with any of these obligations, we will have the right to terminate the Franchise Agreement (Franchise Agreement, Sections 5.B and 13.B.2), and, if applicable, the Area Development Agreement (Area Development Agreement, Sections 4.C and 7.B). In addition, we may require you to provide us weekly development and construction progress reports in the form we designate from the date you begin development until the date you open the Restaurant. For instance, you may be required to contact the designated project manager and provide construction manual checklists and digital photos during construction on a weekly basis. We may require you to spend an additional amount on overtime in order to begin operations by the Required Open Date should you fall behind your construction schedule in either of the following instances: (i) you fail to have a complete structural, mechanical, electrical and plumbing rough-in cover-up inspection by 70 days prior to opening for a free-standing building and 40 days prior to opening for a non-free standing building; or (ii) you fail to have “permanent power” by 25 days prior to receipt of certificate of occupancy. The overtime must be spent for after-hours electrical inspections, installations, and connections to building and/or build-out space.

If a developer fails to comply with the Development Schedule, we may terminate the Area Development Agreement, reduce the number of Restaurants the developer has the right to develop, terminate or reduce the Development Territory, repurchase any Restaurants open by you under the Area Development Agreement or exercise any other rights and remedies that we may have (Area Development Agreement, Section 8).

#### Manuals

We will allow you to view our manuals prior to your purchase of the franchise, subject to your signing the form of Confidential Nondisclosure Agreement attached as Exhibit I, which constitutes your agreement to keep all information in the manuals confidential.

#### Training

Not more than 180 days but not less than 60 days before the opening of your Restaurant, we will provide the following initial in-restaurant training and familiarization course to train at least four people from your management team (including your Control Person, Unit General Manager and at least two assistant managers) which the attendees must complete to our satisfaction:

**[Remainder of this page intentionally left blank.]**

## TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-job Training	Location
Administrative	10	32	Certified Training Restaurant
Managing Team Members	10	33	Certified Training Restaurant
Department Management	10	170	Certified Training Restaurant
Hourly Team Members	0	65	Certified Training Restaurant
Server	0	10	Certified Training Restaurant
General Manager's Duties	0	50	Certified Training Restaurant
Cash register	0	10	Certified Training Restaurant
<b>TOTAL</b>	30	370	

Andrew Block, Senior Vice President of Talent Management Services, oversees our training program. Mr. Block joined our Parent in April 2010 as Vice President of Talent Management Services, and was promoted to Senior Vice President of Talent Management Services in January 2012. See Item 2 for more information on Mr. Block. Additional employees who have experience in some facet of the operation of a BUFFALO WILD WINGS® restaurant (for example, opening, operations or systems management) will assist Mr. Block with the development and administration of the initial training program.

The initial seven weeks of in-restaurant training will take place at a certified corporate training restaurant. These corporate training restaurants are located in a variety of cities across the country. We will not charge for the initial training program, but you must pay the travel, living expenses and supply costs for you and your employees. You may also request approval to attend training at a franchised restaurant if it is certified as a "Franchised Training Restaurant." Franchise staff required to complete this training must complete it to our satisfaction.

After you and your management staff have successfully completed the training program, we will arrange, at your expense, for an Opening Team consisting of one Regional Training Manager and (a) 3-4 "heart of house" trainers (depending on our assessment of your specific needs), and (b) 4 "front of house" trainers (consisting of 2 server trainers, 1 bar trainer, and 1 cash/greet trainer), to assist with the opening of your Restaurant. (As noted in Item 5, a portion of the Opening Team Expenses [\$15,000] is built into the Initial Franchise Fee of \$40,000, which includes the services of one Regional Training Manager and four additional trainers. The remaining portion of the Opening Team Expenses [estimated at \$7,500 to \$10,000] is reflected in the separate Opening Team Expense category, which is intended to cover expenses for the 3-4 additional trainers that we will send to your Restaurant for pre-opening staff training.) For a minimum of two consecutive weeks (i.e., one week before the Restaurant opens for business, and one week after), certain Opening Team members will assist you with implementing the System at your Restaurant and training your staff and kitchen employees. All Opening Teams will be assembled based on guidelines we establish. There is no fee for this Opening Team assistance, but you will pay us for the travel expenses and prorated salaries for the employees who comprise the Opening Team. You must reimburse us for these expenses and salaries within 10 days after receipt of an invoice

from us. You will reimburse us for Opening Team Expenses until we determine that you are capable of conducting, and in fact do conduct, your own pre-opening staff training related to the Restaurants that you develop. As noted in Item 5, your Opening Team expenses could be higher than the anticipated range if you reschedule your pre-opening training.

We may require you to attend refresher training programs. We will not charge for this training, but you must pay the travel, living expenses and supply costs for you and your employees.

At all times, your organization must employ at least three employees in each Restaurant who have completed to our satisfaction the initial training and familiarization of seven weeks. If at any time your organization is not in compliance, you will be required to designate a replacement manager who must begin training within six weeks of hire.

Your Restaurant may be certified as a Franchised Training Restaurant. To be certified as a Franchised Training Restaurant, all of your restaurants and any restaurants operated by any affiliate of yours must have been in continuous full contractual compliance with all Franchise Agreements executed by you or your affiliates and you and your affiliates are in full compliance with all operational requirements, all for an uninterrupted period of six months prior to your request that your restaurant be certified as a training restaurant. Also, the General Manager must have received our recommendation and have attended our General Manager development course and a Training General Manager certification course. We will not charge for this training, but you must pay the travel, living expenses and supply costs for you and your employees. Our training guidelines are outlined in the management training manual. Our manuals provide further details on the requirements to be certified as a training restaurant. We may modify these requirements at any time.

In addition to management training, you are required to develop and keep, per Restaurant, at least four employees responsible for in-house training (Wing Certified Trainers), two in the kitchen and two in the front of house. The four Wing Certified Trainers must be in place within 90 days of the opening of the Restaurant.

As further described in Item 15, your Control Person must attend the annual meeting, convention or conference of franchisees and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, restaurant management, sales or sales promotion, or similar topics, at your own expense.

If you sign an Area Development Agreement for more than eleven restaurants, you also must hire and maintain a full-time development manager and a professional training manager who complete additional training, including the training that unit managers complete, as deemed necessary by us. If you sign an Area Development Agreement for more than five restaurants, you must have a multi-unit operations manager to oversee the management of all your restaurants who also completes additional training. For the New Restaurant Opening Training of the third Restaurant under the Area Development Agreement, you must have at least one Wing Certified Trainer in a front of house position and one Wing Certified Trainer in a heart of house position. These Wing Certified Trainers must assist us in providing the New Restaurant Opening training for the third Restaurant under the Area Development Agreement. For the New Restaurant Opening training of the fourth Restaurant under the Area Development Agreement, you must have at least two Wing Certified Trainers in front of house positions, three Wing Certified Trainers in heart of house positions and one certified manager to supervise the five Wing Certified Trainers. These individuals must provide all the training necessary to open the fourth and any subsequent Restaurant under the Area Development Agreement. All the certified trainers and managers must be previously approved by us and we can withdraw such approval at any time. We do not have any obligation to provide training and opening assistance for the fourth and subsequent Restaurants under any Area Development Agreement. All training must comply with our requirements.

## **ITEM 12** **TERRITORY**

You receive the right to operate a BUFFALO WILD WINGS® Restaurant at a specific location described in the Franchise Agreement. We will not during the term of your franchise operate or grant others the right to operate any other BUFFALO WILD WINGS® restaurant within a specified geographic area (“Designated Area”), except as generally described in this Item 12 and more fully set forth in the Franchise Agreement. However, the consumer service area, trade area or Designated Area of another BUFFALO WILD WINGS® restaurant may overlap with your Designated Area. Your Designated Territory may be smaller than your Reserved Territory under the Reservation Agreement.

The criteria used for determining the boundaries of the Designated Area include: the population base; density of population; growth trends of population; apparent degree of affluence of population; the density of residential and business entities; restaurant co-tenants, traffic generators, driving times; and major topographical features which clearly define contiguous areas, like rivers, mountains, major freeways, and underdeveloped land areas. As a result of these considerations, a Designated Area will have a general trade area with a population base of, or anticipated population growth to, approximately 30,000 to 40,000. We determine the Designated Area and incorporate it into a written description or a map attached to the Franchise Agreement or in a separate correspondence from us to the franchisee. Subject to the right of first refusal detailed in the Franchise Agreement, we and our affiliates have the right to operate or franchise within the Designated Area one or more facilities selling, for dine in or take out, all or some of the Menu Items, using the Trademarks or any other trademarks, service marks or trade names, without compensation to any franchisee, provided, however, that such facilities shall not have an interior area larger than 2,400 square feet and shall not have seating capacity for more than 48 people (“Limited Seating Facility”).

As of the date of this Disclosure Document, we do not have any additional concepts, but we are always evaluating the development of additional restaurant concepts or other means to deliver products and services to the marketplace. Accordingly, we and our affiliates have the right outside of the Designated Area to grant other franchises or operate company or affiliate owned BUFFALO WILD WINGS® restaurants or offer, sell or distribute any products or services associated with the System under the Trademarks or any other trademarks, all without compensation to any franchisee; and we and our affiliates have the right to operate and franchise others to operate restaurants or any other business within and outside the Designated Area under trademarks other than the BUFFALO WILD WINGS® Trademarks, without compensation to any franchisee, except that our operation of, or association or affiliation with, restaurants (through franchising or otherwise) in the Designated Area that compete with BUFFALO WILD WINGS® restaurants in the video entertainment-oriented, fast casual restaurant segment will only occur through some form of merger or acquisition with an existing restaurant chain, including through the subsequent growth of such restaurant chain (except as otherwise provided for in this Item 12).

In addition, we and our affiliates have the right to offer, sell or distribute, within and outside of the Designated Area, through any other (i.e., non-restaurant) distribution channel or methods, any frozen, pre-packaged items or other products or services associated with the System or identified by the Trademarks, or any other trademarks, except for retail food service Menu Items that are cooked or prepared to be served to the end user or customer for consumption at the retail location, unless sold at the limited seating facilities referenced in the first sentence of the paragraph above. The other distribution channels or methods include, without limitation, grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing site, office building), military installations, military commissaries or the internet.

Special Sites are excluded from the Designated Area and we have the right to develop, license or franchise the following Special Site locations: (1) military bases; (2) public transportation facilities, including airports and other transportation terminals; (3) sports facilities, including race tracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and

(6) community and special events. We are not required to pay you if we exercise any of the rights specified above inside your Designated Area.

You must not offer catering and delivery services unless we authorize in writing. We and our affiliates may not engage in catering and delivery services within the Designated Area, unless originating from an affiliate-operated Limited Seating Facility or Special Site, as described above. Although we do not encourage other franchisees to cater or deliver in another franchisee's designated territory, we have no obligation to enforce these prohibitions against any franchisee. Some existing franchisees with older forms of franchise agreement may have the right to offer catering and delivery services within their designated territory, and if your Designated Area overlaps with their designated territory, they may have the right to offer these services within the overlapping portion of your Designated Area.

Continuation of your Designated Area does not depend on the achievement of a certain sales volume, market penetration or other contingency. You do not receive the right to acquire additional franchises within or outside of your Designated Area unless you sign another franchise agreement with us. We may modify your Designated Area upon renewal. If we do modify it upon renewal, the Designated Area will have a population base of approximately 30,000 to 40,000.

We do not restrict you from soliciting or accepting orders from outside your Designated Area, but you do not have the right to use other channels of distribution to make sales outside your Designated Area.

#### Area Development Agreement

If you and we enter into an Area Development Agreement requiring you to open and operate multiple BUFFALO WILD WINGS® restaurants in a Development Territory, we will not develop or operate or grant anyone else a franchise to develop and operate a BUFFALO WILD WINGS® Restaurant business (except for the Special Sites and Limited Seating Facilities defined above) in the Development Territory prior to the earlier of: (i) the expiration or termination of the Area Development Agreement; (ii) the date on which you must execute the Franchise Agreement for your last restaurant pursuant to the terms of the Development Schedule; or (iii) the date on which the Designated Area for your final Restaurant under this Agreement is determined. However, in the event that the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area shall expire upon the earliest of (1) any of the foregoing events or (2) the date when the Designated Area for your final Restaurant to be developed in such city, county or designated market area under this Agreement is determined. Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (i) the Development Territory shall expire and (ii) we will be entitled to develop and operate, or to franchise others to develop and operate, BUFFALO WILD WINGS® restaurants in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated. At the time you execute your final Franchise Agreement under the Development Schedule, you must have an Authorized Location for your final Restaurant. We determine the Development Territory in an Area Development Agreement using the same criteria that is used in deciding a Designated Area for one Restaurant. However, the Development Territory must be able to support the number of restaurants you intend to establish in that area.

The rights and restrictions described above regarding what we and our affiliates can and cannot do in a franchisee's Designated Area for a single Restaurant are generally the same for the Development Territory set forth in an Area Development Agreement. We are not required to pay you if we exercise any of the rights specified above inside your Development Territory. In addition, we may terminate the Area Development Agreement if you: (i) fail to exercise options to enter into Franchise Agreements with us within any period on the Development Schedule; (ii) fail to comply with any other terms and conditions of the Area Development Agreement; (iii) make or attempt to make a transfer or assignment in violation of the Area Development Agreement; or (iv) fail to comply with the terms and conditions of any individual Franchise Agreement or of any other agreement to which you and we or our affiliates are parties.

**ITEM 13**  
**TRADEMARKS**

The Franchise Agreement licenses you to use the service mark BUFFALO WILD WINGS, as well as other trademarks, service marks, trade names and commercial symbols (collectively, the “Marks”). We also claim common law trademark rights for all of the Marks. We have filed or intend to file all required affidavits and renewals for the Marks listed below.

<b>PRINCIPAL TRADEMARKS</b>	<b>PRINCIPAL/SUPPLEMENTAL REGISTER</b>	<b>REGISTRATION/APPLICATION DATE</b>	<b>REGISTRATION/SERIAL NUMBER</b>
BUFFALO WILD WINGS	Principal	April 13, 1999	Reg. No. 2,239,550
BUFFALO WILD WINGS GRILL & BAR (design mark)	Principal	September 8, 1998	Reg. No. 2,187,765
BUFFALO WILD WINGS (logo)	Principal	November 2, 2011	Serial No. 85/462,789
BUFFALO WILD WINGS (words and logo)	Principal	November 2, 2011	Serial No. 85/462,787

We do not have a federal registration for our newly-filed marks. Therefore, these trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Our Parent has licensed us the right to use the Marks and to sublicense the use of the Marks for the operation of a Restaurant under a license agreement dated March 1, 1991. The initial term of the license agreement was for 10 years and provides for unlimited, automatic renewals. Our Parent may terminate the license agreement if either we or any franchisee misuse the Marks in a way as to materially impair the goodwill associated with the Marks or if we are dissolved, become insolvent or (except for our right to sublicense the Marks to franchisees) assign our rights under the license agreement without our Parent’s consent. We have the first right of refusal if our Parent decides to sell its rights in the Marks. The license agreement contains no other limitations.

Appendix A to your Franchise Agreement identifies the Marks that you are licensed to use. Appendix A will include the BUFFALO WILD WINGS® and the BUFFALO WILD WINGS GRILL & BAR® service marks and our other Marks. We have the right to change Appendix A from time to time. Your use of the Marks and any goodwill is to our and our Parent’s exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. We may change the System presently identified by the Marks including the adoption of new Marks, new Menu Items, new products, new equipment or new techniques and you must adopt the changes in the System, as if they were part of the Franchise Agreement at the time of its execution. You must comply within a reasonable time if we notify you to discontinue or modify your use of any Mark. We will have no liability or obligation as to your modification or discontinuance of any Mark.

There are currently no effective material determinations by the United States Patent and Trademark Office (USPTO), the Trademark Trial and Appeal Board (TTAB), the trademark administrator



of any state, or any court. In the consolidated proceedings of *Buffalo Wild Wings, Inc. v. Buffalo Wings & Rings, LLC*, Opposition No. 9113864, (TTAB April 30, 2008), Buffalo Wings & Rings, LLC has filed a petition to cancel our U.S. Registration No. 2187765 used in connection with restaurant services. As of the date of this Disclosure Document, there is no effective court or agency ruling in this matter. In *Buffalo Wild Wings, Inc. v. Buffalo Wings & Rings, LLC and John Does 1-95, Case No. 09-CV-01426*, filed in the District Court of Minnesota on June 16, 2009, we sued Buffalo Wings & Rings for trademark and trade dress infringement, false marking, violation of the Minnesota Deceptive Trade Practices Act, and unfair competition. We further requested that the court direct the United States Patent and Trademark Office to refuse registration of the defendants' word mark and design mark applications. During a February 24, 2012, settlement conference in the U.S. District Court, the parties resolved this matter. In addition to certain other remedies we received, Buffalo Wings & Rings consented to the entry of a consent judgment and permanent injunction prohibiting the further use of the color yellow as well as the current logos, and must ensure that all existing Buffalo Wings & Rings locations convert their logos and trade dress consistent with the permanent injunction. We anticipate that the settlement agreement will be finalized, and the TTAB actions will be dismissed, in short order. Except for these 2 actions, there are no pending material proceedings involving the Marks before the UPSTO, the TTAB, any state trademark administrator, or any state or federal court.

There are currently no agreements in effect that significantly limit our rights to use or license the use of any Marks in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the Marks.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to the Marks and we have the sole right to decide to pursue or settle any infringement actions related to the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you must make the changes or substitutions at your own expense.

#### **ITEM 14**

#### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

There are no patents or copyrights currently registered that are material to the franchise, although we do claim copyright ownership and protection for our Buffalo Wild Wings Franchise Agreement, Area Development Agreement, operations, marketing and training manuals, website and for various sales promotional and other materials published from time to time. There are no pending patent applications material to the franchised business.

There are no currently effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware.

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the manuals. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including but not limited to the manuals and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the manuals at your cost.

**ITEM 15**  
**OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE**  
**FRANCHISE BUSINESS**

During the term of the Franchise Agreement, you (if franchisee is an individual) or your Control Person must devote full time and best efforts to the management of the Restaurant. Your “Control Person” is the individual who has the authority to actively direct your business affairs regarding the Restaurant, is responsible for overseeing the general management of the Restaurant and has authority to sign all contracts.

You, your Control Person or your Unit General Manager must provide direct on-premises supervision to the Restaurant. The Control Person, the Unit General Manager and at least two of the assistant managers must complete our training course in a Certified Training Restaurant. You must always have at least 3 managers per restaurant that have completed training to our satisfaction. They need not have any equity interest in you. If any manager fails to satisfactorily complete the training program, you may designate a different individual, who must then satisfactorily complete the training program. The use of a Unit General Manager in no way relieves you or your Control Person of your obligations to comply with the Agreement and to insure that the Restaurant is properly operated. We have the right to require that the Control Person and the Unit General Manager be at the Restaurant for any inspection or evaluation we conduct. If you sign an Area Development Agreement for more than 4 restaurants, you must have a multi-unit operations manager to oversee the management of all your restaurants.

Your Control Person must attend the annual meeting, convention or conference of franchisees and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, restaurant management, sales or sales promotion, or similar topics, at your own expense. Your Unit General Manager(s) may attend, at your own expense, such annual meeting, convention or conference only if we grant you our prior written approval. However, your Unit General Manager(s) must attend any required training meetings for Unit General Managers, at your own expense. In addition, we reserve the right to require that you and/or your Control Person attend any additional meetings that we deem appropriate under special circumstances, provided, however, that we will not require more than one additional meeting every year and we will give you written notice of any such meeting at least 10 days prior to the meeting.

All shareholders, officers, directors, partners, members and all managers and other employees having access to our proprietary information must execute non-disclosure agreements in a form we accept. If we so require, your managers and supervisory personnel and other employees receiving training from us must execute covenants not to compete in a form that we approve.

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

Item 8 of this Disclosure Document describes our requirements for approved supplies and suppliers. You must offer for sale at the Restaurant all of the Menu Items and food and beverage products that we periodically require and you may not offer at the Restaurant any unapproved products or menu items or use the premises for any purpose other than the operation of a Restaurant. We have the unlimited right to change the types of authorized products and services you may offer.

You must not install or maintain on the premises of the Restaurant any newspaper racks, video games, jukeboxes, gaming machines, gum machines, games, rides, vending machines, automated teller machines or other similar devices without our prior written approval. If you install any such devices without our prior written approval, you must remove them within 3 days from receiving written notice from us. Pool tables, cigarette vending machines, gambling and gaming machines or games of chance are not allowed.

You may not offer any delivery service or engage in catering services without our prior written approval. You also may not offer for sale any Menu Items or Proprietary Products through the internet or other online programming or advertising absent our prior written approval. See Item 12. We do not otherwise impose any restriction or conditions that limit your access to customers.

**[Remainder of this page intentionally left blank.]**

**ITEM 17**

**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

	<b>Provision</b>	<b>Section in Agreement</b>	<b>Summary</b>
a.	Length of the franchise term	Section 4.A  Sections 2 and 4 and Appendix B to the Area Development Agreement  Section 2 of the Reservation Agreement	Term is 20 years.  Term depends on the number of Restaurants to be developed under the Area Development Agreement as specifically set forth in Appendix B.  6 months
b.	Renewal or extension of the term	Section 4.B	Renewal for two additional terms (first renewal term is 10 years; second renewal term is 5 years; if you relocate your Restaurant upon renewal, you may renew your license for 20 years).  No renewal rights under the Area Development Agreement.
c.	Requirements for franchisee to renew or extend	Section 4.B	You give us written notice of your decision to renew at least 6 months but not more than 12 months before the end of the expiring term; you sign our then-current form of franchise agreement; you have complied with the modernization requirements for your Restaurant; you are not in default and have satisfied your obligations on a timely basis; if leasing, you have written proof of your ability to remain in possession of the Restaurant premises throughout the renewal term; you comply with our training requirements; you pay us, at least 30 days prior to the end of the expiring term, a \$20,000 renewal fee; and you sign a release. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d.	Termination by franchisee	Section 13.C	You may terminate the Franchise Agreement only for a material breach by us, provided you give us written notice of the breach and allow 30 days to cure such breach and, if not cured, wait 60 days from the original notice of breach before terminating the Franchise Agreement.  You do not have the right to terminate the Area Development Agreement.
e.	Termination by franchisor without cause	Not Applicable	Not Applicable.
f.	Termination by franchisor with cause	Sections 2.A, 13.A and 13.B	We can terminate the Franchise Agreement and the Area Development Agreement only if you default or fail to comply with your obligations. The Franchise Agreement and Area Development Agreement contain cross-default

	<b>Provision</b>	<b>Section in Agreement</b>	<b>Summary</b>
		Section 7.B of the Area Development Agreement	provisions.
g.	“Cause” defined – curable defaults	Sections 13.A and B  Section 7.B of the Area Development Agreement	You have 10 days to cure the non-submission of reports and non-payment of amounts due and owing; and 30 days to cure defaults for the failure to abide by our standards and requirements in connection with the operation of your business, or failure to meet any requirements or specifications established by us, and any other default not listed in h below.  You have 30 days to cure defaults not listed in h below.
h.	“Cause” defined – non-curable defaults	Sections 2.C, 5.A, 5.B, 5.D, 9.H, 13.A, 13.B and 15.P  Sections 5.C, 7.B, and 10.N of the Area Development	Non-curable defaults include: any material misrepresentation or omission in your application for a franchise, abandonment, loss or revocation of liquor license (or multiple suspensions), loss of lease, failure to timely cure a default under the lease, loss of your right of possession or failure to relocate, closing of the Restaurant, closing of the Restaurant by the authorities for health or public safety reasons, unauthorized use of confidential information, your insolvency, unapproved assignments or transfers, defaults that materially impair the goodwill associated with any of the Marks, criminal convictions, intentionally (or unintentionally in two or more occasions) understating or underreporting Gross Sales or other fees, multiple defaults, failure to execute the lease or purchase agreement for your Restaurant within 120 days from the date of the Franchise Agreement if the Restaurant will be free standing or within 90 days if the Restaurant will be non-free standing, failure to start construction of your Restaurant at least 150 days prior to the deadline to open if the Restaurant will be free standing or at least 120 prior days if the Restaurant will be non-free standing, failure to deliver to us by the date you must begin construction copies of the loan documents and/or other documents showing that you have secured adequate financing to complete the construction of your Restaurant by the date you are obligated to have your Restaurant open, failure to correct all construction problems within 30 days from the date we deny our approval for opening your Restaurant so that your Restaurant is strictly constructed according to the consented building plans, failure to open the Restaurant on time, if you employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior 6 months employed in any type of managerial position by us, our affiliates, or by any franchisee in the system, or failure to cure within 24 hours of notice a default which violates any health, safety or sanitation law or regulation or any system standard as to food handling, cleanliness, health or sanitation.  Non-curable defaults include: insolvency or general assignment for the benefit of creditors, appointment of a receiver of your property, a final judgment remains

	<b>Provision</b>	<b>Section in Agreement</b>	<b>Summary</b>
		Agreement	unsatisfied of record for 30 days or longer, execution is levied against your business or property, suit to foreclose any lien or mortgage against your premises or equipment is instituted against you and is not dismissed or in the process of being dismissed within 30 days, failure to meet the Development Schedule, you employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior 6 months employed in any type of managerial position by us, our affiliates, or by any franchisee in the system, failure to start construction of any Restaurant at least 150 days prior to the deadline to open if the Restaurant will be stand alone or at least 120 days prior if the Restaurant will not be stand alone, failure to deliver to us by the date you must begin construction copies of the loan documents and/or other documents showing that you have secured adequate financing to complete the construction of your Restaurant by the date you are obligated to have your Restaurant open, or notice of termination of a Franchise Agreement.
i.	Franchisee's obligations on termination/non-renewal	Section 14.A-C  Section 8.A-G of the Area Development Agreement  Section 6 of the Reservation Agreement	Obligations include complete de-identification and payment of amounts due, assignment of lease upon our demand and telephone numbers, return of manuals and proprietary materials and right to purchase assets of the Restaurant (also see o and r below).  You lose all remaining rights to develop Restaurants. Other obligations include those obligations noted above if existing Franchise Agreements also terminated, plus payment of liquidated damages (subject to state law). We also may have the right to purchase assets of the Restaurants (also see o below).  Your right to search for possible Restaurant sites in the Reserved Territory ceases and all such rights revert to us.
j.	Assignment of contract by franchisor	Section 11.G  Section 9.A of the Area Development Agreement	No restriction on our right to assign.
k.	"Transfer" by franchisee – defined	Section 11.A  Section 9.B of the Area Development Agreement	Includes any transfer of your interest in the Franchise Agreement or in the business or any ownership change listed in Section 11.A of the Franchise Agreement and Section 9.B of the Area Development Agreement.
l.	Franchisor approval of transfer by franchisee	Section 11.B  Section 9.B of the Area Development Agreement	We have the right to approve all transfers but will not unreasonably withhold approval.

	<b>Provision</b>	<b>Section in Agreement</b>	<b>Summary</b>
m.	Conditions for franchisor approval of transfer	Sections 11.B-D, G  Section 9.B of the Area Development Agreement	Transferee meets all of our then-current requirements for one of the franchise development programs then being offered, transfer fee paid, all amounts owed by prior franchisee paid, required modernization is completed, training completed, transferee executes then-current form of franchise agreement (modified to reflect that agreement relates to a transfer), required guarantees signed, necessary financial reports and other data on franchise business is prepared, release signed by you, full compliance of your obligations under all Franchise Agreements and Area Development Agreements executed between you and us, and other conditions that we may reasonably require from time to time as part of our transfer policies (also see r below); provided that certain transfer conditions do not apply to transfers to immediate family members or among Principal Owners.  You can not transfer rights under the Area Development Agreement unless you transfer all of your rights and interests under all Franchise Agreements.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 11.F	We can match any offer for your Restaurant assets and, in the case of a proposed stock sale, we can purchase your Restaurant assets at a price determined by an appraiser, unless you and we agree otherwise.
o.	Franchisor's option to purchase franchisee's business	Section 14.B  Section 10.F of the Area Development Agreement	Upon termination, we have the right to purchase or designate a third party that will purchase all or any portion of the assets of your Restaurant, including the land, building, equipment, fixtures, signs, furnishings, supplies, leasehold improvements, liquor license and inventory. Qualified appraiser(s) will determine price as set forth in the Franchise Agreement. This right to purchase is qualified under the Area Development Agreement, depending on the number of Restaurants in the Development Territory and the reason for the termination of the Area Development Agreement.
p.	Franchisee's death or disability	Section 11.E	You can transfer your franchise right to your heir or successor in interest like any other transfer, but if assignee is your spouse or child, no transfer fee is required.
q.	Non-competition covenants during the term of the franchise	Section 10.D	No direct or indirect involvement in the operation of any restaurant or food business other than one authorized in the Franchise Agreement (with an exception for existing business other than casual or fast casual restaurants).
r.	Non-competition covenants after the franchise is terminated or expires	Section 10.D	No direct or indirect involvement in a competing business for 2 years (i) at the premises of the former Restaurant (ii) within 5 miles of the former Restaurant or (iii) within 5 miles of any other business or restaurant using the System
s.	Modification of the agreement	Section 15.B  Section 10.C of the Area Development Agreement	No modifications generally, but we have the right to change operations manual, list of authorized trademarks and menu.

	<b>Provision</b>	<b>Section in Agreement</b>	<b>Summary</b>
t.	Integration/merger clause	Section 15.B Section 10.C of the Area Development Agreement Section 10 of the Reservation Agreement	Only the terms of the Franchise Agreement, Area Development Agreement, and as applicable the Reservation Agreement (including System Standards in the manuals) are binding (subject to state law). Any other statements or promises not in the Franchise Agreement, Area Development Agreement, the Reservation Agreement or this Disclosure Document should not be relied upon and may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 12 Section 10.M of the Area Development Agreement Section 7 of the Reservation Agreement	Except for certain claims, all disputes must be arbitrated in Minneapolis, Minnesota (subject to state law).
v.	Choice of forum	Section 15.I Section 10.G of the Area Development Agreement Section 7 of the Reservation Agreement	Litigation must be in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota (subject to state law).
w.	Choice of law	Section 15.H Section 10.F.1 of the Area Development Agreement Section 7 of the Reservation Agreement	Applicable law is that of the state where your Restaurant is located (subject to state law).  Applicable law is that of the state where your first Restaurant is located (subject to state law).  Applicable law is that of the state in which the Reserved Territory is located (subject to state law).

\*Unless otherwise noted, Section references are to the Franchise Agreement.

### **ITEM 18** **PUBLIC FIGURES**

We do not use any public figure to promote our franchise.

### **ITEM 19** **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (i) a franchisor provides the actual records of an existing outlet you are considering buying; or (ii) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.



The Item 19 Statement is an unaudited statement of average gross sales, as qualified below, for Franchised Restaurants having 4,601 or more square feet. It is important to note that no information for Restaurants having 4,600 or fewer square feet is included in this Item 19 Statement. Actual results for Restaurants will vary from the figures presented herein.

#### Gross Sales

During the fiscal year ended December 25, 2011 (which was a 52-week year), all Franchised Restaurants having 4,601 or more square feet that were opened after January 1, 2001 and which had been in operation for a full 12 months as of December 25, 2011 (446 out of 498 operating at year end) had average gross sales (excluding sales taxes) of \$2,682,533. Out of these 446 Franchised Restaurants, the lowest gross sales figure was \$883,854 and the highest gross sales figure was \$5,331,978. Of these 446 Franchised Restaurants, 217 (48.7%) exceeded the average of \$2,682,533. The average gross sales (excluding sales taxes) of Franchised Restaurants opened before January 1, 2001 (47 out of 498 operating at year end) was \$2,252,694.

During the fiscal year ended December 26, 2010 (which was a 52-week year), all Franchised Restaurants having 4,601 or more square feet that were opened after January 1, 2001 and which had been in operation for a full 12 months as of December 26, 2010 (355 out of 473 operating at year end) had average gross sales (excluding sales taxes) of \$2,624,612. Out of these 355 Franchised Restaurants, the lowest gross sales figure was \$841,284 and the highest gross sales figure was \$4,929,043. Of these 355 Franchised Restaurants, 169 (47.6%) exceeded the average of \$2,624,612. The average gross sales (excluding sales taxes) of Franchised Restaurants opened before January 1, 2001 (57 out of 473 operating at year end) was \$2,191,032.

We used information from Franchised Restaurants opened after January 1, 2001 because most of the Franchised Restaurants opened after January 1, 2001 meet our current business model and qualifications for franchisees in areas such as site selection criteria, required restaurant operations and development experience, and financial strength. A lesser percentage of Franchised Restaurants opened prior to January 1, 2001 meet our current business model and qualifications for franchisees. It is possible that the revenues received by the Franchised Restaurants covered by this disclosure may decrease over time.

The Franchised Restaurant sales information is based on sales reports submitted to us by franchisees. We have not audited the reports for purposes of this Item 19 information. All Franchised Restaurants considered offer substantially the same products and services as will be offered from Franchised Restaurants. We have made no material assumptions in producing the gross sales figures described above. Written substantiations of the actual gross sales amounts set forth in this section of the Disclosure Document will be made available to you upon reasonable request.

We have not suggested, and certainly can not guarantee, that you will succeed in the operation of your Restaurant, because the most important factors in the success of any restaurant, including the one to be operated by you, are your personal business acumen, marketing, management, judgment and other skills and your willingness to work hard and follow the System. Actual results vary from restaurant to restaurant, area to area, and market to market. We cannot estimate or project the results for any particular restaurant.

Other than the preceding financial performance representation, Buffalo Wild Wings International, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Brad Laughner, Vice President of Franchise Relations & Development, at 5500 Wayzata Boulevard, Suite 1600, Minneapolis, MN 55416 or (952) 593-9943, the Federal Trade Commission, and the appropriate state regulatory agencies.

Note: These sales amounts are not derived from and do not relate to Franchised Restaurants having 4,600 or fewer square feet. You should not rely on these sales figures to consider potential financial performance of Restaurants having 4,600 or fewer square feet.

As to Franchised Restaurants having 4,601 or more square feet, we do not represent that you can expect to attain these sales amounts. There is no assurance that you will do as well. If you rely on these figures, you must accept the risk of not doing as well. Your financial results are likely to differ from the results shown. You must bear in mind that a newly opened business should not be expected to achieve sales volumes or maintain expenses similar to those of an established business.

Neither we nor any of our affiliates make any promises or representations of any kind that you will achieve any particular results or level of sales or profitability or even achieve break-even results in any particular year of operation.

Average Gross Sales do not represent actual or potential income of a Franchised Restaurant and you should not rely on them in calculating prospective profitability. The profitability of individual restaurants depends on a number of factors that may vary due to individual characteristics of the Franchised Business. In addition, net profitability will be affected by required contributions for advertising and promotions as well as royalty fees paid to us.

You are responsible for developing your own business plan for your Restaurant, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. The expenses identified in this statement are not the only expenses that you will incur in connection with the operation of your Restaurant. We encourage you to consult with your own accounting, business and legal advisors to assist you to identify the expenses you likely will incur in connection with your Restaurant, to prepare your budgets, and to assess the likely or potential financial performance of your Restaurant. We also encourage you to contact existing Restaurant operators to discuss the business.

In developing the business plan for your Restaurant, you are cautioned to make necessary allowance for changes in financial results to income, expenses or both, that may result from operation of your Restaurant during periods of, or in geographic areas suffering from, economic downturns, inflation, unemployment, or other negative economic influences.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Outlet Summary for Years 2009 to 2011\***

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start Of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised Outlets	2009	363	420	57
	2010	420	473	53
	2011	473	498	25
Company-Owned	2009	197	232	35
	2010	232	259	27
	2011	259	319	60
Total Outlets	2009	560	652	92
	2010	652	732	80
	2011	732	817	85

\* As of December 27, 2009, December 26, 2010, and December 25, 2011.

**Table No. 2**  
**Transfers of Outlets From Franchisees to New Owners**  
**(Other than the Franchisor) for Years 2009 to 2011\***

State	Year	Number of Transfers
Alabama	2009	
	2010	
	2011	
Alaska	2009	
	2010	
	2011	
Arizona	2009	1
	2010	
	2011	
Arkansas	2009	
	2010	4
	2011	1
California	2009	
	2010	1
	2011	
Colorado	2009	
	2010	
	2011	
Connecticut	2009	
	2010	
	2011	
Delaware	2009	
	2010	
	2011	
District of Columbia	2009	
	2010	
	2011	
Florida	2009	3
	2010	
	2011	
Georgia	2009	
	2010	
	2011	
Hawaii	2009	
	2010	
	2011	
Idaho	2009	
	2010	
	2011	
Illinois	2009	
	2010	2
	2011	
Indiana	2009	
	2010	
	2011	16
Iowa	2009	
	2010	
	2011	
Kansas	2009	
	2010	
	2011	

State	Year	Number of Transfers
Kentucky	2009	
	2010	
	2011	
Louisiana	2009	
	2010	
	2011	
Maine	2009	
	2010	
	2011	
Maryland	2009	
	2010	
	2011	
Massachusetts	2009	
	2010	
	2011	
Michigan	2009	
	2010	
	2011	
Minnesota	2009	
	2010	
	2011	
Mississippi	2009	
	2010	
	2011	
Missouri	2009	
	2010	
	2011	
Montana	2009	
	2010	
	2011	
Nebraska	2009	
	2010	
	2011	
Nevada	2009	
	2010	
	2011	
New Hampshire	2009	
	2010	
	2011	
New Jersey	2009	
	2010	
	2011	
New Mexico	2009	
	2010	
	2011	
New York	2009	
	2010	
	2011	
North Carolina	2009	
	2010	
	2011	
North Dakota	2009	
	2010	
	2011	

State	Year	Number of Transfers
Ohio	2009	1
	2010	1
	2011	
Oklahoma	2009	
	2010	
	2011	
Oregon	2009	
	2010	
	2011	
Pennsylvania	2009	
	2010	
	2011	
Rhode Island	2009	
	2010	
	2011	
South Carolina	2009	
	2010	
	2011	
South Dakota	2009	
	2010	
	2011	
Tennessee	2009	
	2010	
	2011	
Texas	2009	
	2010	
	2011	
Utah	2009	
	2010	
	2011	
Vermont	2009	
	2010	
	2011	
Virginia	2009	
	2010	
	2011	
West Virginia	2009	
	2010	
	2011	
Wisconsin	2009	
	2010	
	2011	
Washington	2009	
	2010	
	2011	
Wyoming	2009	
	2010	
	2011	
Total	2009	5
	2010	8
	2011	17

\* As of December 27, 2009, December 26, 2010, and December 25, 2011.

**Table No. 3  
Status of Franchised Outlets For Years 2009 to 2011\***

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End Of the Year
Alabama	2009	9	0					9
	2010	9	0					9
	2011	9	1					10
Arizona	2009	14	0	1				13
	2010	13	0					13
	2011	13	0	3			1	9
Arkansas	2009	4	0					4
	2010	4	1					5
	2011	5	1					6
California	2009	5	7					12
	2010	12	6					18
	2011	18	6					24
Colorado	2009	1	1					2
	2010	2	0					2
	2011	2	0					2
Connecticut	2009	3	1					4
	2010	4	1					5
	2011	5	2					7
Delaware	2009	5	0					5
	2010	5	0					5
	2011	5	0					5
Florida	2009	18	3					21
	2010	21	3	2				22
	2011	22	5		1			26
Georgia	2009	0	1					1
	2010	1	0					1
	2011	1	0					1
Hawaii	2009	0	1					1
	2010	1	0					1
	2011	1	0					1
Idaho	2009	0	2					2
	2010	2	1					3
	2011	3	1					4
Illinois	2009	32	8					40
	2010	40	5					45
	2011	45	1					46
Indiana	2009	36	5					41
	2010	41	5				1 Relocation	45
	2011	45	2			4	1 Relocation	42
Iowa	2009							
	2010							
	2011	0	1					1
Kansas	2009							
	2010							
	2011							
Kentucky	2009	5	0					5
	2010	5	0					5
	2011	5	0					5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End Of the Year
Louisiana	2009	8	0					8
	2010	8	1					9
	2011	9	2					11
Maine	2009							
	2010							
	2011	0	2					2
Maryland	2009	3	5					8
	2010	8	1					9
	2011	9	2					11
Massachusetts	2009	0	1					1
	2010	1	1	1				1
	2011	1	2					3
Michigan	2009	35	3					38
	2010	38	4				1 Relocation	41
	2011	41	2					43
Minnesota	2009	3	0					3
	2010	3	1					4
	2011	4	1					5
Mississippi	2009	3	1					4
	2010	4	1					5
	2011	5	2					7
Missouri	2009	16	1					17
	2010	17	1				1 Relocation	17
	2011	17	3					20
Montana	2009	2	0					2
	2010	2	1					3
	2011	3	1					4
Nebraska	2009	2	0					2
	2010	2	0					2
	2011	2	0					2
Nevada	2009	1	0					1
	2010	1	0					1
	2011	1	0					1
New Hampshire	2009							
	2010							
	2011	0	1					1
New Jersey	2009	0	1					1
	2010	1	1					2
	2011	2	2					4
New Mexico	2009	1	1					2
	2010	2	1					3
	2011	3	0					3
New York	2009	6	2					8
	2010	8	2					10
	2011	10	1					11
North Carolina	2009	3	0					3
	2010	3	2				1 Relocation	4
	2011	4	0					4
North Dakota	2009	5	0					5
	2010	5	0					5
	2011	5	0					5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End Of the Year
Ohio	2009	61	1					62
	2010	62	0					62
	2011	62	1			9	1	53
Oklahoma	2009	8	2					10
	2010	10	3					13
	2011	13	1					14
Oregon	2009	3	1					4
	2010	4	1					5
	2011	5	2					7
Pennsylvania	2009	1	0					1
	2010	1	0					1
	2011	1	0					1
Rhode Island	2009							
	2010							
	2011							
South Carolina	2009	4	0					4
	2010	4	3					7
	2011	7	2			5		4
South Dakota	2009	1	0					1
	2010	1	1					2
	2011	2	2					4
Tennessee	2009							
	2010							
	2011							
Texas	2009	36	6					42
	2010	42	9					51
	2011	51	2				2	51
Utah	2009							
	2010							
	2011							
Vermont	2009	0						0
	2010	0	1					1
	2011	1	0					1
Virginia	2009	16	2					18
	2010	18	1					19
	2011	19	1					20
West Virginia	2009	6	1					7
	2010	7	1					8
	2011	8	0					8
Wisconsin	2009	7	1					8
	2010	8	0					8
	2011	8	1				1-Relocation	8
Washington	2009	0						0
	2010	0	1					1
	2011	1	0					1
Wyoming	2009							
	2010							
	2011							
Total	2009	363	58	1				420
	2010	420	60	3			4 Relocations	473
	2011	473	53	3	1	18	6 (3 Relocations)	498

- As of December 27, 2009, December 26, 2010, and December 25, 2011. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.



**Table No. 4  
Status of Company-Owned Outlets for Years 2009 to 2011\***

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End Of the Year
Alabama	2009	1	0				1
	2010	1	0				1
	2011	1	0				1
Alaska	2009						
	2010						
	2011						
Arizona	2009	1	1				2
	2010	2	2				4
	2011	4	0				4
Arkansas	2009						
	2010						
	2011						
California	2009	0					0
	2010	0	4				4
	2011	4	7				11
Colorado	2009	11	1				12
	2010	12	2				14
	2011	14	3				17
Connecticut	2009						
	2010						
	2011						
Delaware	2009						
	2010						
	2011						
District of Columbia	2009						
	2010						
	2011						
Florida	2009	0	1				1
	2010	1	1				2
	2011	2	2				4
Georgia	2009	7	1				8
	2010	8	1				9
	2011	9	2				11
Hawaii	2009						
	2010						
	2011						
Idaho	2009						
	2010						
	2011						
Illinois	2009	10	1				11
	2010	11	1				12
	2011	12	1				13
Indiana	2009	3	0				3
	2010	3	0				3
	2011	3		4			7
Iowa	2009	10	1				11
	2010	11	2				13
	2011	13	2		1-RELO		14

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End Of the Year
Kansas	2009	7	2				9
	2010	9	0				9
	2011	9	1		1-RELO		9
Kentucky	2009	9	3				12
	2010	12	0				12
	2011	12	0				12
Louisiana	2009						
	2010						
	2011						
Maine	2009						
	2010						
	2011						
Maryland	2009						
	2010						
	2011	0	1				1
Massachusetts	2009						
	2010						
	2011						
Michigan	2009						
	2010						
	2011						
Minnesota	2009	19	1				20
	2010	20	3				23
	2011	23	1		1		23
Mississippi	2009	2	0				2
	2010	2	0				2
	2011	2	0				2
Missouri	2009	6	0				6
	2010	6	0				6
	2011	6	1				7
Montana	2009						
	2010						
	2011						
Nebraska	2009	5	1				6
	2010	6	0				6
	2011	6	1		1		6
Nevada	2009	9	0				9
	2010	9	0				9
	2011	9	0				9
New Hampshire	2009						
	2010						
	2011						
New Jersey	2009	0					0
	2010	0					0
	2011	0	2				2
New Mexico	2009						
	2010						
	2011						
New York	2009	7	0				7
	2010	7	4		2		9
	2011	9	2		1-RELO		10

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End Of the Year
North Carolina	2009	10	3				13
	2010	13	1				14
	2011	14	0				14
North Dakota	2009						
	2010						
	2011						
Ohio	2009	25	2		1		26
	2010	26			3		23
	2011	23	1	9	1-RELO		32
Oklahoma	2009						
	2010						
	2011						
Oregon	2009						
	2010						
	2011						
Pennsylvania	2009	4	0				4
	2010	4	0				4
	2011	4	7		1-RELO		10
Rhode Island	2009						
	2010						
	2011						
South Carolina	2009	0					0
	2010	0	1				1
	2011	1	1	5			7
South Dakota	2009						
	2010						
	2011						
Tennessee	2009	11	5				16
	2010	16	4		3-2-RELO		17
	2011	17	4		1		20
Texas	2009	25	6				31
	2010	31	4				35
	2011	35	2				37
Utah	2009						
	2010						
	2011						
Vermont	2009						
	2010						
	2011						
Virginia	2009	3	5				8
	2010	8	3				11
	2011	11	4				15
West Virginia	2009						
	2010						
	2011						
Wisconsin	2009	12	2				14
	2010	14	2				16
	2011	16	0				16
Washington	2009	0					0
	2010	0					0
	2011	0	1				1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End Of the Year
Wyoming	2009						
	2010						
	2011						
U.S. Only Total	2009	197	36		1		232
	2010	232	35		8		259
	2011	259	46	18	8 (5 RELO)		315

Ontario	2009	0					0
	2010	0					0
	2011	0	4				4
International Only Total	2009	0					0
	2010	0					0
	2011	0	4				4

U.S. & International Total	2009	197	36		1		232
	2010	232	35		8		259
	2011	259	50	18	8 (5 RELO)		319

\* As of December 27, 2009, December 26, 2010, and December 25, 2011. Our affiliate, BWLD Canada LP, operated four Restaurants in Ontario, Canada as of our most recently completed fiscal year end.

**[Remainder of this page intentionally left blank.]**

**Table No. 5**  
**Projected Openings as of December 25, 2011**

State	Franchise Agreements Signed But Outlet Not Opened	Project New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama			1
Alaska	1		
Arizona			3
Arkansas	2		
California	2	6	11
Colorado			2
Connecticut	2		
Delaware	1		
District of Columbia			
Florida		2	2
Georgia			1
Hawaii		1	
Idaho	1	1	
Illinois			2
Indiana	1		
Iowa			
Kansas			
Kentucky			2
Louisiana	1	2	
Maine	1		
Maryland		3	1
Massachusetts			
Michigan		7	
Minnesota		1	2
Mississippi	1	1	
Missouri			
Montana			
Nebraska			
Nevada		1	
New Hampshire		1	
New Jersey	1		1
New Mexico		2	
New York	4	3	
North Carolina	1		3
North Dakota	1		
Ohio	4		1
Oklahoma			
Oregon	2		
Pennsylvania			6
Rhode Island			
South Carolina			1

State	Franchise Agreements Signed But Outlet Not Opened	Project New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
South Dakota	1		
Tennessee			4
Texas			
Utah			4
Vermont			
Virginia			2
West Virginia	2		
Washington			3
Wisconsin	1		1
Wyoming			1
Total	30	31	52

Included in this Disclosure Document as Exhibit E is a list of all operational BUFFALO WILD WINGS® franchised and affiliate-owned outlets as of December 25, 2011.

Included in this Disclosure Document as Exhibit F is a list of the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, some franchisees signed confidentiality clauses in connection with settlement agreements. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We have two franchisee advisory councils. One advisory council is the BWWAC (described in Item 11), which includes 7 franchisee members and meets regularly with corporate representatives to discuss a variety of marketing matters. The second advisory council is the Buffalo Wild Wings Leadership Council (“BWWLC”), which includes 6 franchisee members and meets regularly with corporate representatives to advise on franchise issues. We both created and sponsor the BWWAC and BWWLC and contact information for the councils is the same as our contact information. The following independent franchisee association has asked to be included in this Disclosure Document: Buffalo Wings National Franchisee Association (“BWNFA”), 1701 Barrett Lakes Blvd., Suite 180, Kennesaw, GA 30144, 678-797-5160, www.bwnfa.org.

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit B are the audited consolidated balance sheets of our Parent as of December 25, 2011 and December 26, 2010, and the related consolidated statements of earnings, stockholders’ equity, and cash flows for each of the fiscal years in the three-year period ended December 25, 2011, along with the Independent Auditors’ Report.

Our Parent absolutely and unconditionally guarantees the performance of our obligations to franchisees under the Franchise Agreement and Area Development Agreement. The Guarantee of Performance is included in Exhibit B.

**ITEM 22**  
**CONTRACTS**

This Disclosure Document includes a sample of the following contracts:

- Exhibit C - Franchise Agreement (including Appendices: A-Trademarks; B-Designated Area; C-Addendum to Lease; D-Electronic Transfer of Funds Authorization. E-Gift Cards Participation Agreement and F-Enrollment Form and Portal Terms and Conditions)
- Exhibit D - Area Development Agreement
- Exhibit G - Form Release Agreement
- Exhibit H - Reservation Agreement
- Exhibit I - Confidential Disclosure Agreement and Receipt

**ITEM 23**  
**RECEIPT**

Attached to this Disclosure Document as Exhibit I is a detachable acknowledgment of receipt.

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF CALIFORNIA

The following information applies to franchises and franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body:

THE CALIFORNIA INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Item 3.

Item 3 is amended to provide that neither we nor any other person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association.

Item 17.

1. The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 20010 voids a waiver of your rights under the Franchise Relations Act, Business and Professions Code Section 20000-20043.

2. The franchise agreement requires that disputes be resolved in the forum of Minnesota. This provision may not be enforceable under California law.

3. California Corporations Code Section 31125 requires the franchisor to give the franchisee a Disclosure Document, approved by the Department of Corporations prior to the solicitation of a proposed material modification of an existing franchise.

4. California Business & Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

5. The franchise agreement requires binding arbitration. The arbitration will occur in Minnesota with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

6. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.



7. Termination of the franchise agreement by us because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

8. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATION AT [www.corp.ca.gov](http://www.corp.ca.gov).

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF ILLINOIS

The following information applies to franchises and franchisees subject to the Illinois Franchise Disclosure Act of 1987. The Item number corresponds to those in the main body:

Item 17.

Item 17 of the Disclosure Document states that Minnesota law generally applies to these agreements. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, and we will comply with that law in Illinois.

The other conditions upon which your franchise can be terminated and your rights of nonrenewal may be affected by Illinois Law, 815 Illinois Compiled States 705/19 and 705/20.

Item 17(v) and (w) of the Disclosure Document are amended to include the following: “Any provision of the franchise agreement or area development agreement which designates jurisdiction or venue in a forum outside of Illinois may be unenforceable as to any cause of action which otherwise is enforceable in the courts of the State of Illinois.”

“Any condition, stipulation or provision to bind any person acquiring any franchise to waive requirements with any provisions of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims according to the provisions of Title 9 of the United States Code.”

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF MARYLAND

The following applies to franchises and franchisees subject to Maryland statutes and regulations. The Item number corresponds to those in the main body:

Item 17.

1. Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within 3 years after we grant you a BUFFALO WILD WINGS® franchise.
2. Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)
3. Any claims under the Maryland Franchise Registration and Disclosure law may be brought in the State of Maryland.
4. Pursuant to COMAR 02.02.0816L, the general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF MINNESOTA

The following applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

The State Cover Page of the Disclosure Document and Item 17 of the Disclosure Document are modified by the addition of the following:

“Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. §80C. or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.”

“These franchises have been registered under the Minnesota Franchise Act. Registration does not constitute approval, recommendation or endorsement by the Commissioner of Commerce of Minnesota or a finding by the Commissioner that the information provided herein is true, complete and not misleading.”

“The Minnesota Franchise Act makes it unlawful to offer or sell any franchise in this state which is subject to registration without first providing to the franchisee, at least 7 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 7 days prior to the payment of any consideration by the franchisee, whichever occurs first, a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the franchise. This Disclosure Document contains a summary only of certain material provisions of the franchise and area development agreement. The contract or agreement should be referred to for an understanding of all rights and obligations of both the franchisor and the franchisee.

Item 13 of the Disclosure Document, under the heading “Trademarks,” shall be supplemented by the addition of the following paragraph:

“The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the franchisor’s trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee’s use of a franchisor’s trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim. You must cooperate in the defense in any reasonable manner we prescribe with any direct cost of such cooperation to be borne by us.”

The last paragraph of Item 17 of the Disclosure Document shall be supplemented by the addition of the following language:

“Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waiver compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void. Buffalo Wild Wings International, Inc. will comply with Minn. Stat. §80C.14, subs. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of for nonrenewal of the Franchise Agreement.”

“Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation or waiver that would relive any person from liability imposed by Minnesota Statutes §80C.01-80C.22.”

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF NEW YORK

The following information applies to franchises and franchisees subject to New York statutes and regulations. The Item number corresponds to those in the main body.

Item 3.

Neither we, our affiliates nor any person identified in Item 2 of this Disclosure Document:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations, including pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4. The following paragraph is hereby added at the beginning of Item 4:

Neither Buffalo Wild Wings International, Inc., nor any predecessor, officer or general partner has, during the 10-year period immediately preceding the date of the offering prospectus, been adjudged bankrupt or reorganized due to insolvency, or was a principal officer of any company or a general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency during or within one year after the period that such officer or general partner of Buffalo Wild Wings International, Inc. held such position in such company or partnership, nor has any such bankruptcy or reorganization proceeding commenced.

Item 17.

The following is added to Item 17c: "Provided, however, that all rights arising in your favor from the provision of Article 33 GBL of the State of New York and the regulations issued thereunder

shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL, Sections 687.4 and 687.5 be satisfied.”

The following is added to Item 17j: “However, no assignment will be made by us, except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.”

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF NORTH DAKOTA

The following applies to franchises and franchisees subject to North Dakota statutes and regulations. The Item number corresponds to those in the main body:

Item 17.

1. Covenants not to compete such as those mentioned in Item 17 may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

2. Notwithstanding anything contained in Paragraph 12 of the Franchise Agreement, any arbitration proceeding will take place in the city nearest to your Business in which the American Arbitration Association maintains an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties.

3. Any claims under the North Dakota Franchise Investment Law may be brought in the State of North Dakota.

4. The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

5. You must sign a general release if you renew your franchise. This provision may be unenforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.



ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE DISCLOSURE DOCUMENT FOR THE  
STATE OF RHODE ISLAND

The following information applies to franchises and franchisees subject to Rhode Island statutes and regulations. Item numbers correspondence to those in the main body.

Item 17

The Rhode Island Franchise Investment Act at Section 19-28.1-14 provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF VIRGINIA

The following applies to franchises and franchisees subject to Virginia statutes and regulations. The Item number corresponds to those in the main body:

Item 17

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Buffalo Wild Wings International, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

“The cross-default provisions in Section 13.A of the Franchise Agreement entitled “Defaults,” Section 7.B of the Area Development Agreement entitled “Default and Termination,” and their corresponding disclosures in Item 17 of the Disclosure Document are hereby deleted in their entirety.”

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF WASHINGTON

The following applies to franchises and franchisees subject to the Washington Franchise Investment Protection Act. The Item number corresponds to those in the main body:

1. Item 17 of the Franchise Disclosure Document is hereby amended by the addition of the following language:

Washington law RCW 19.100.180(2)(i) and (j) provides certain rights and remedies to franchisees in connection with termination or renewal of a franchise. More specifically, Washington law provides that it is unlawful for a franchisor to:

(i) Refuse to renew a franchise without fairly compensating the franchisee for the fair market value, at the time of expiration of the franchise, of the franchisee's inventory, supplies, equipment, and furnishings purchased from the franchisor, and good will, exclusive of personalized materials which have no value to the franchisor, and inventory, supplies, equipment and furnishings not reasonably required in the conduct of the franchise business; provided, that compensation need not be made to the franchisee for good will if (i) the franchisee has been given one year's notice of nonrenewal and (ii) the franchisor agrees in writing not to enforce any covenant which restrains the franchisee from competing with the franchisor, provided further, that the franchisor may offset against amounts owed to the franchisee under this subsection any amounts owed by the franchisee to the franchisor.

(j) Terminate the franchise prior to the expiration of its term except for good cause. Good cause shall include, without limitation, the failure of the franchisee to comply with lawful material provisions of the franchise or other agreement between the franchisor and the franchisee and to cure such default after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty days to cure such default, or if such default cannot reasonably be cured within thirty days the failure of the franchisee to initiate within thirty days substantial and continuing action to cure such default; provided, that after three willful and material breaches of the same term of the franchise occurring within a twelve-month period, for which the franchisee has been given notice and an opportunity to cure as provided in this subsection, the franchisor may terminate the agreement upon any subsequent willful and material breach of the same term within the twelve-month period without providing notice or opportunity to cure; provided further, that the franchisor may terminate the franchise without giving prior notice or opportunity to cure a default if the franchise: (i) it adjudicated a bankrupt or insolvent; (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of the franchise business; (iii) voluntarily abandons the franchise business; or (iv) is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchise business. Upon termination for good cause, the franchisor shall purchase from the franchisee at a fair market value at the time of termination, the franchisee's inventory and supplies, exclusive of (i) personalized materials which have no value to the franchisor; (ii) inventory and supplies not reasonably required in the conduct of the franchise business; and (iii) if the franchisee is to retain control of the premises of the franchise business, any inventory and supplies not purchased from the franchisor or on his express requirement; provided, that the franchisor may offset against amounts owed to the franchisee under this subsection any amounts owed by the franchisee to the franchisor.

2. Washington law RCW 19.100.180(2)(g) provides that it is unlawful to require the franchisee to assent to a release, assignment, violation or waiver which would relieve the franchisor from any liability imposed by the Washington Franchise Investment Protection Act.

ADDENDUM TO  
BUFFALO WILD WINGS®  
DISCLOSURE DOCUMENT FOR THE  
STATE OF WISCONSIN

The following information applies to franchises and franchisees subject to the Wisconsin Fair Dealership Law. The Item number corresponds to those in the main body:

Item 17.

1. For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

2. For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

**EXHIBIT A**

**LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS**

<b>STATE</b>	<b>STATE ADMINISTRATOR</b>	<b>AGENT FOR SERVICE OF PROCESS</b>
<b><u>CALIFORNIA</u></b>	Department of Corporations 1515 K Street Suite 200 Sacramento, CA 95814 (866) 275-2677	Corporations Commissioner 1515 K Street Suite 200 Sacramento, CA 95814
<b><u>HAWAII</u></b>	State of Hawaii Business Registration Division Department of Commerce and Consumer Affairs King Kalakaua Building 335 Merchant Street Room 205 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities King Kalakaua Building 335 Merchant Street Room 205 Honolulu, HI 96813
<b><u>ILLINOIS</u></b>	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, IL 62706
<b><u>INDIANA</u></b>	Securities Commissioner Indiana Securities Division Room E 111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
<b><u>MARYLAND</u></b>	Office of the Attorney General Securities Division 20th Floor 200 St. Paul Place Baltimore, MD 21202 (410) 576-7044	Maryland Securities Commissioner 200 St. Paul Place, 20th Floor Baltimore, Maryland 21202-2020
<b><u>MICHIGAN</u></b>	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, MI 48913
<b><u>MINNESOTA</u></b>	Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 500 St. Paul, MN 55101 (651) 296-4026	Minnesota Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 500 St. Paul, MN 55101
<b><u>NEW YORK</u></b>	Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8222	Secretary of State of New York 41 State Street Albany, NY 12231-0001
<b><u>NORTH DAKOTA</u></b>	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5 <sup>th</sup> Floor Bismarck, ND 58505-0510 (701) 328-2910	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5 <sup>th</sup> Floor Bismarck, ND 58505-0510

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
<b><u>RHODE ISLAND</u></b>	Division of Securities 1511 Pontiac Division John O. Pastore Center Building 69-1 Cranston, RI 02920 (401) 277-3048	Director of Department of Business Regulation 1511 Pontiac Division John O. Pastore Center Building 69-1 Cranston, RI 02920
<b><u>SOUTH DAKOTA</u></b>	Department of Revenue and Regulation Division of Securities 445 E. Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823	Director of South Dakota Division of Securities 445 E. Capitol Avenue Pierre, SD 57501-3185
<b><u>VIRGINIA</u></b>	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 E. Main Street, Ninth Floor Richmond, VA 23219
<b><u>WASHINGTON</u></b>	Department of Financial Institutions Securities Division P. O. Box 41200 Olympia, WA 98504 (360) 902-8700	Same (or physical address is): 150 Israel Road SW Tumwater, WA 98501
<b><u>WISCONSIN</u></b>	Commission of Securities 345 West Washington Ave. Madison, WI 53703 (608) 266-1365	Wisconsin Commissioner of Securities 345 West Washington Ave. Madison, WI 53703



## FINANCIALS



**EXHIBIT B**

**Consolidated Financial Statements**

**December 25, 2011, December 26, 2010, and December 27, 2009**

## **Index to Consolidated Financial Statements**

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of December 25, 2011 and December 26, 2010

Consolidated Statements of Earnings for the Fiscal Years Ended December 25, 2011, December 26, 2010, and December 27, 2009

Consolidated Statements of Stockholders' Equity for the Fiscal Years Ended December 25, 2011, December 26, 2010, and December 27, 2009

Consolidated Statements of Cash Flows for the Fiscal Years Ended December 25, 2011, December 26, 2010, and December 27, 2009

Notes to Consolidated Financial Statements

## **Report of Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders  
Buffalo Wild Wings, Inc.:

We have audited the accompanying consolidated balance sheets of Buffalo Wild Wings, Inc. and subsidiaries as of December 25, 2011 and December 26, 2010, and the related consolidated statements of earnings, stockholders' equity, and cash flows for each of the fiscal years in the three-year period ended December 25, 2011. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Buffalo Wild Wings, Inc. and subsidiaries as of December 25, 2011 and December 26, 2010, and the results of their operations and their cash flows for each of the fiscal years in the three-year period ended December 25, 2011, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP

Minneapolis, Minnesota  
February 21, 2012

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**  
**December 25, 2011 and December 26, 2010**  
(Dollar amounts in thousands)

	December 25, 2011	December 26, 2010
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 20,530	15,309
Marketable securities	39,956	56,827
Accounts receivable, net of allowance of \$25	12,165	9,033
Inventory	6,311	4,158
Prepaid expenses	3,707	3,505
Refundable income taxes	7,561	6,366
Deferred income taxes	6,323	6,069
Restricted assets	<u>42,692</u>	<u>32,937</u>
Total current assets	139,245	134,204
Property and equipment, net	310,170	224,970
Other assets	28,174	9,937
Goodwill	<u>17,770</u>	<u>11,246</u>
Total assets	<u>\$ 495,359</u>	<u>380,357</u>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Unearned franchise fees	\$ 1,852	2,109
Accounts payable	30,089	17,632
Accrued compensation and benefits	30,499	19,324
Accrued expenses	7,580	5,696
Current portion of deferred lease credits	—	293
System-wide payables	<u>44,250</u>	<u>34,062</u>
Total current liabilities	114,270	79,116
Long-term liabilities:		
Other liabilities	1,544	1,574
Deferred income taxes	38,512	24,557
Deferred lease credits, net of current portion	<u>23,047</u>	<u>18,289</u>
Total liabilities	<u>177,373</u>	<u>123,536</u>
Commitments and contingencies (notes 6 and 15)		
Stockholders' equity:		
Undesignated stock, 1,000,000 shares authorized, none issued	—	—
Common stock, no par value. Authorized 44,000,000 shares: issued and	113,509	102,484
Retained earnings	204,772	154,346
Accumulated other comprehensive loss	<u>(295)</u>	<u>(9)</u>
Total stockholders' equity	<u>317,986</u>	<u>256,821</u>
Total liabilities and stockholders' equity	<u>\$ 495,359</u>	<u>380,357</u>

See accompanying notes to consolidated financial statements.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF EARNINGS**  
**Fiscal years ended December 25, 2011, December 26, 2010, and December 27, 2009**  
**(Amounts in thousands except per share data)**

	Fiscal years ended		
	December 25, 2011	December 26, 2010	December 27, 2009
Revenue:			
Restaurant sales	\$ 717,395	555,184	488,702
Franchise royalties and fees	67,083	58,072	50,222
Total revenue	<u>784,478</u>	<u>613,256</u>	<u>538,924</u>
Costs and expenses:			
Restaurant operating costs:			
Cost of sales	203,291	160,877	147,659
Labor	215,649	167,193	146,555
Operating	109,654	88,694	76,358
Occupancy	44,005	36,501	32,362
Depreciation and amortization	49,913	39,205	32,605
General and administrative	72,689	53,996	49,404
Preopening	14,564	8,398	7,702
Loss on asset disposals and store closures	1,929	2,051	1,928
Total costs and expenses	<u>711,694</u>	<u>556,915</u>	<u>494,573</u>
Income from operations	72,784	56,341	44,351
Investment income	118	684	1,077
Earnings before income taxes	72,902	57,025	45,428
Income tax expense	22,476	18,625	14,757
Net earnings	<u>\$ 50,426</u>	<u>38,400</u>	<u>30,671</u>
Earnings per common share – basic	\$ 2.75	2.11	1.70
Earnings per common share – diluted	\$ 2.73	2.10	1.69
Weighted average shares outstanding – basic	18,337	18,175	18,010
Weighted average shares outstanding – diluted	18,483	18,270	18,177

See accompanying notes to consolidated financial statements.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**Fiscal years ended December 25, 2011, December 26, 2010, and December 27, 2009**  
**(Dollar amounts in thousands)**

	Common Stock		Retained Earnings	Accumulated Other (Loss) Income	Total
	Shares	Amount			
Balance at December 28, 2008	17,887,271	\$ 86,318	85,275	—	\$171,593
Net earnings	—	—	30,671	—	30,671
Shares issued under employee stock purchase plan	48,237	1,096	—	—	1,096
Shares issued from restricted stock units	155,394	—	—	—	—
Units effectively repurchased for required employee	(49,633)	(1,553)	—	—	—
Exercise of stock options	13,106	83	—	—	83
Tax benefit from stock issued	—	1,453	—	—	1,453
Stock-based compensation	—	6,490	—	—	6,490
	18,054,375	93,887	115,946	—	209,833
Balance at December 27, 2009					
Net earnings	—	—	38,400	—	38,400
Other comprehensive loss	—	—	—	(9)	(9)
Comprehensive income	—	—	—	—	38,391
Shares issued under employee stock purchase plan	36,049	1,186	—	—	1,186
Shares issued from restricted stock units	134,819	—	—	—	—
Units effectively repurchased for required employee	(37,038)	(2,005)	—	—	(2,005)
Exercise of stock options	25,860	229	—	—	229
Tax benefit from stock issued	—	1,475	—	—	1,475
Stock-based compensation	—	7,712	—	—	7,712
	18,214,065	102,484	154,346	(9)	256,821
Balance at December 26, 2010					
Net earnings	—	—	50,426	—	50,426
Other comprehensive loss	—	—	—	(286)	(286)
Comprehensive income	—	—	—	—	50,140
Shares issued under employee stock purchase plan	30,127	1,373	—	—	1,373
Shares issued from restricted stock units	142,797	—	—	—	—
Units effectively repurchased for required employee	(45,539)	(6,530)	—	—	(6,530)
Exercise of stock options	36,470	337	—	—	337
Tax benefit from stock issued	—	4,462	—	—	4,462
Stock-based compensation	—	11,383	—	—	11,383
	18,377,920	\$ 113,509	204,772	(295)	\$317,986
Balance at December 25, 2011					

See accompanying notes to consolidated financial statements.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**Fiscal years ended December 25, 2011, December 26, 2010, and December 27, 2009**  
**(Dollar amounts in thousands)**

	Fiscal years ended		
	December 25, 2011	December 26, 2010	December 27, 2009
Cash flows from operating activities:			
Net earnings	\$ 50,426	38,400	30,671
Adjustments to reconcile net earnings to cash provided by operations:			
Depreciation	49,003	38,591	31,993
Amortization	910	614	612
Loss on asset disposals and store closures	1,680	1,835	1,928
Deferred lease credits	3,632	2,217	2,181
Deferred income taxes	12,816	6,486	4,817
Stock-based compensation	11,383	7,712	6,490
Excess tax benefit from stock issuance	(4,462)	(1,475)	(1,453)
Change in operating assets and liabilities, net of effect of			
Trading securities	(317)	(1,369)	(2,051)
Accounts receivable	(1,222)	(357)	(2,663)
Inventory	(1,840)	(514)	(540)
Prepaid expenses	20	(533)	322
Other assets	(2,550)	(885)	(490)
Unearned franchise fees	(257)	(597)	192
Accounts payable	17,676	1,898	1,150
Income taxes	3,267	(3,019)	1,192
Accrued expenses	8,095	695	4,935
Net cash provided by operating activities	<u>148,260</u>	<u>89,699</u>	<u>79,286</u>
Cash flows from investing activities:			
Purchase of property and equipment	(130,127)	(73,399)	(73,748)
Purchase of marketable securities	(97,148)	(99,165)	(57,024)
Proceeds of marketable securities	114,337	87,338	51,600
Acquisition of franchised restaurants	(33,744)	—	—
Net cash used in investing activities	<u>(146,682)</u>	<u>(85,226)</u>	<u>(79,172)</u>
Cash flows from financing activities:			
Issuance of common stock	1,709	1,415	1,179
Excess tax benefit from stock issuance	4,462	1,475	1,453
Tax payments for restricted stock units	(2,481)	(1,625)	(1,513)
Net cash provided by financing activities	<u>3,690</u>	<u>1,265</u>	<u>1,119</u>
Effect of exchange rate changes on cash and cash equivalents	(47)	(9)	—
Net increase in cash and cash equivalents	5,221	5,729	1,233
Cash and cash equivalents at beginning of year	15,309	9,580	8,347
Cash and cash equivalents at end of year	<u>\$ 20,530</u>	<u>15,309</u>	<u>9,580</u>

See accompanying notes to consolidated financial statements.

## **BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements December 25, 2011 and December 26, 2010 (Dollar amounts in thousands, except per-share amounts)**

#### **(1) Nature of Business and Summary of Significant Accounting Policies**

##### ***(a) Nature of Business***

References in these financial statement footnotes to “company”, “we”, “us”, and “our” refer to the business of Buffalo Wild Wings, Inc. and our subsidiaries. We were organized for the purpose of operating Buffalo Wild Wings® restaurants, as well as selling Buffalo Wild Wings restaurant franchises. In exchange for the initial and continuing franchise fees received, we give franchisees the right to use the name Buffalo Wild Wings. We operate as a single segment in North America for reporting purposes.

At December 25, 2011, December 26, 2010, and December 27, 2009, we operated 319, 259, and 232 company-owned restaurants, respectively, and had 498, 473, and 420 franchised restaurants, respectively.

##### ***(b) Principles of Consolidation***

The consolidated financial statements include the accounts of Buffalo Wild Wings, Inc. and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Our franchise and license arrangements provide our franchisee and licensee entities the power to direct the activities that most significantly impact their economic performance; therefore, we do not consider ourselves to be the primary beneficiary of any such entity that might be a variable interest entity. The renewal option terms in certain of our operating lease agreements give us a variable interest in the lessor entity, however we have concluded that we do not have the power to direct the activities that most significantly impact the lessor entities' economic performance and as a result do not consider ourselves to be the primary beneficiary of such entities.

##### ***(c) Accounting Estimates***

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

##### ***(d) Fiscal Year***

We utilize a 52- or 53-week accounting period that ends on the last Sunday in December. The fiscal years ended December 25, 2011, December 26, 2010, and December 27, 2009, comprised 52 weeks. Our next 53-week year will occur in 2012.

##### ***(e) Cash and Cash Equivalents***

Cash and cash equivalents include highly liquid investments with original maturities of three months or less.

##### ***(f) Marketable Securities***

Marketable securities consist of available-for-sale securities and trading securities that are carried at fair value and held-to-maturity securities that are stated at amortized cost, which approximates market.

Available-for-sale securities are classified as current assets based upon our intent and ability to use any and all of the securities as necessary to satisfy the operational requirements of our business. Realized gains and losses from the sale of available-for-sale securities were not material for fiscal 2011, 2010, and 2009. Unrealized losses are charged against net earnings when a decline in fair value is determined to be other than temporary. The available-for-sale investments carry short-term repricing features which generally result in these investments having a value at or near par value (cost).



## **BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements December 25, 2011 and December 26, 2010 (Dollar amounts in thousands, except per-share amounts)**

Trading securities are stated at fair value, with gains or losses resulting from changes in fair value recognized currently in earnings as investment income. We have funded a deferred compensation plan using trading assets in a marketable equity portfolio. This portfolio is held to generate returns that seek to offset changes in liabilities related to the equity market risk of certain deferred compensation arrangements. These deferred compensation liabilities were \$5,153 and \$4,815 as of December 25, 2011 and December 26, 2010, respectively, and are included in accrued compensation and benefits in the accompanying consolidated balance sheets.

#### ***(g) Accounts Receivable***

Accounts receivable consists primarily of contractually-determined receivables for leasehold improvements, credit cards, vendor allowances, and franchise royalties. Cash flows related to accounts receivable are classified in net cash provided by operating activities in the Consolidated Statements of Cash Flows.

#### ***(h) Inventories***

Inventories are stated at the lower of cost or market. Cost is determined by the first-in, first-out (FIFO) method. Cash flows related to inventory sales are classified in net cash provided by operating activities in the Consolidated Statements of Cash Flows.

We purchase products from a number of suppliers and believe there are alternative suppliers. We have minimum purchase commitments from some of our vendors but the terms of the contracts and nature of the products are such that purchase requirements do not create a market risk. The primary food product used by company-owned and franchised restaurants is chicken wings. Chicken wings are purchased by us at market prices. For fiscal 2011, 2010, and 2009, chicken wings were 19%, 24%, and 25%, of restaurant cost of sales, respectively.

#### ***(i) Property and Equipment***

Property and equipment are recorded at cost. Leasehold improvements, which include the cost of improvements funded by landlord incentives or allowances, are amortized using the straight-line method over the lesser of the term of the lease, without consideration of renewal options, or the estimated useful lives of the assets, which typically range from five to ten years. Leasehold improvements related to remodels are depreciated using the straight-line method over the estimated useful life, which is typically 5 years. Buildings are depreciated using the straight-line method over the estimated useful life, which ranges from 10 to 20 years. Furniture and equipment are depreciated using the straight-line method over the estimated useful lives of the assets, which range from two to eight years. Maintenance and repairs are expensed as incurred. Upon retirement or disposal of assets, the cost and accumulated depreciation are eliminated from the respective accounts and the related gains or losses are credited or charged to earnings.

We review property and equipment, along with other long-lived assets, quarterly to determine if triggering events have occurred which would require a test to determine if the carrying value of these assets may not be recoverable based on estimated future undiscounted cash flows. Assets are reviewed at the lowest level for which cash flows can be identified, which is the individual restaurant level. In determining future cash flows, significant estimates are made by us with respect to future operating results of each restaurant over its remaining lease term. If such assets are considered impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Fair value is generally determined by estimated discounted future cash flows.

#### ***(j) Goodwill and Other Assets***

Goodwill represents the excess of cost over the fair value of identified net assets of businesses acquired. Goodwill and indefinite-life purchased liquor licenses are subject to an annual impairment analysis. We identify potential impairments of goodwill by comparing the fair value of the reporting unit to its net book value, which includes goodwill and other intangible assets. The fair value of the reporting unit is calculated using a market approach. This amount is compared to the carrying value of the reporting unit. If the fair value of the reporting unit exceeds the carrying amount, the assets are not impaired. If the carrying amount exceeds the fair value, this is an indication that impairment may exist. We calculate the amount of the impairment by comparing the fair value of the assets and liabilities to the fair value of the reporting unit.

## **BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements December 25, 2011 and December 26, 2010 (Dollar amounts in thousands, except per-share amounts)**

If the fair value of the asset is less than the carrying amount, impairment is recognized for the difference. All goodwill was considered recoverable as of December 25, 2011.

Other assets consist primarily of reacquired franchise rights and liquor licenses. Reacquired franchise rights are amortized over the life of the related franchise agreement. We evaluate reacquired franchise rights in conjunction with our impairment evaluation of long-lived assets. Liquor licenses are either amortized over their annual renewal period or, if purchased, are carried at the lower of fair value or cost. We identify potential impairments for liquor licenses by comparing the fair value with its carrying amount. If the fair value exceeds the carrying amount, the liquor licenses are not impaired. If the carrying amount exceeds the fair value, we calculate the possible impairment by comparing the fair value of the liquor licenses with the carrying amount. If the fair value of the asset is less than the carrying amount, an impairment is recorded. The carrying amount of the liquor licenses not subject to amortization as of December 25, 2011 and December 26, 2010 was \$2,455 and \$598, respectively, and is included in other assets in the accompanying consolidated balance sheets.

#### ***(k) Fair Values of Financial Instruments***

Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. We use a three-tier fair value hierarchy based upon observable and non-observable inputs that prioritizes the information used to develop our assumptions regarding fair value. Fair value measurements are separately disclosed by level within the fair value hierarchy.

The carrying value of cash and cash equivalents, accounts receivable, accounts payable, and other current assets and liabilities approximate fair value because of their short-term maturity.

#### ***(l) Asset Retirement Obligations***

An asset retirement obligation associated with the retirement of a tangible long-lived asset is recognized as a liability in the period incurred or when it becomes determinable, with an associated increase in the carrying amount of the related long-lived asset. We must recognize a liability for the fair value of a conditional asset retirement obligation when incurred, if the liability's fair value can be reasonably estimated. Conditional asset retirement obligations are legal obligations to perform asset retirement activities when the timing and/or method of settlement are conditional on a future event or may not be within our control. Asset retirement costs are depreciated over the useful life of the related asset. As of December 25, 2011 and December 26, 2010, we had asset retirement obligations of \$304 and \$301, respectively.

#### ***(m) Foreign Currency***

Our reporting currency is the U.S. dollar, while the functional currency of our Canadian operations is the Canadian dollar. Our assets and liabilities denominated in foreign currencies are translated at the rate of exchange on the balance sheet date. Revenues and expenses are translated using the average exchange rate for the period.

#### ***(n) Revenue Recognition***

Franchise agreements have terms ranging from 10 to 20 years. These agreements also convey multiple extension terms of five or ten years, depending on contract terms and certain conditions that must be met. We provide the use of the Buffalo Wild Wings trademarks, system, training, preopening assistance, and restaurant operating assistance in exchange for area development fees, franchise fees, and royalties of 5% of a restaurant's sales.

Franchise fee revenue from individual franchise sales is recognized upon the opening of the franchised restaurant when all material obligations and initial services to be provided by us have been performed. Area development fees are dependent upon the number of restaurants in the territory, as are our obligations under the area development agreement. Consequently, as obligations are met, area development fees are recognized proportionally with expenses incurred with the opening of each new restaurant and any royalty-free periods. Royalties are accrued as earned and are calculated each period based on restaurant sales.

## **BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**December 25, 2011 and December 26, 2010**

**(Dollar amounts in thousands, except per-share amounts)**

Sales from company-owned restaurant revenues are recognized as revenue at the point of the delivery of meals and services. All sales taxes are presented on a net basis and are excluded from revenue.

#### ***(o) Franchise Operations***

We enter into franchise agreements with unrelated third parties to build and operate restaurants using the Buffalo Wild Wings brand within a defined geographical area. We believe that franchising is an effective and efficient means to expand the Buffalo Wild Wings brand. The franchisee is required to operate their restaurants in compliance with their franchise agreement that includes adherence to operating and quality control procedures established by us. We do not provide loans, leases, or guarantees to the franchisee or the franchisee's employees and vendors. If a franchisee becomes financially distressed, we do not provide financial assistance. If financial distress leads to a franchisee's noncompliance with the franchise agreement and we elect to terminate the franchise agreement, we have the right but not the obligation to acquire the assets of the franchisee at fair value as determined by an independent appraiser. We have financial exposure for the collection of the royalty payments. Franchisees generally remit royalty payments weekly for the prior week's sales, which substantially minimizes our financial exposure. Historically, we have experienced insignificant write-offs of franchisee royalties. Franchise and area development fees are paid upon the signing of the related agreements.

#### ***(p) Advertising Costs***

Contributions from franchisees related to the national advertising fund constitute agency transactions and are not recognized as revenues and expenses. Related advertising obligations are accrued and the costs expensed at the same time the related contributions are recognized. These advertising fees are recorded as a liability against which specific costs are charged.

Contributions to the national advertising fund related to company-owned restaurants are expensed as contributed and local advertising costs for company-owned restaurants are expensed as incurred. These costs aggregated \$26,127, \$20,415, and \$17,758, in fiscal years 2011, 2010, and 2009, respectively.

#### ***(q) Preopening Costs***

Costs associated with the opening of new company-owned restaurants are expensed as incurred.

#### ***(r) Payments Received from Vendors***

Vendor allowances include allowances and other funds received from vendors. Certain of these funds are determined based on various quantitative contract terms. We also receive vendor allowances from certain manufacturers and distributors calculated based upon purchases made by franchisees. Amounts that represent a reimbursement of costs incurred, such as advertising, are recorded as a reduction of the related expense. Amounts that represent a reduction of inventory purchase costs are recorded as a reduction of inventoriable costs. We recorded an estimate of earned vendor allowances that are calculated based upon monthly purchases. We generally receive payment from vendors approximately 30 days from the end of a month for that month's purchases. During fiscal 2011, 2010, and 2009, vendor allowances were recorded as a reduction in inventoriable costs, and cost of sales was reduced by \$7,032, \$6,385, and \$5,985, respectively.

#### ***(s) Restricted Assets and System-wide Payables***

We have a system-wide marketing and advertising fund. Company-owned and franchised restaurants are required to remit a designated portion of restaurant sales, to a separate advertising fund that is used for marketing and advertising efforts throughout the system. That amount was 3% of restaurant sales in all years presented. Certain payments received from various vendors are deposited into the national advertising fund. These funds are used for development and implementation of system-wide initiatives and programs. As of December 25, 2011 and December 26, 2010, the national advertising fund liability was \$20,586 and \$22,041, respectively.

## **BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements December 25, 2011 and December 26, 2010 (Dollar amounts in thousands, except per-share amounts)**

We have a system-wide gift card fund which consists of a cash balance, which is restricted to funding of future gift card redemptions and gift card related costs, and a corresponding liability for those outstanding gift cards which we believe will be redeemed in the future. As of December 25, 2011 and December 26, 2010, the gift card liability was \$23,664 and \$11,436, respectively.

We account for the assets and liabilities of these funds as “restricted assets” and “system-wide payables” on our accompanying consolidated balance sheets.

#### ***(t) Earnings Per Common Share***

Basic earnings per common share excludes dilution and is computed by dividing the net earnings available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted earnings per common share include dilutive common stock equivalents consisting of stock options determined by the treasury stock method. Restricted stock units are contingently issuable shares subject to vesting based on performance criteria. Vesting typically occurs in the fourth quarter of the year when income targets have been met. Upon vesting, the shares to be issued are included in the diluted earnings per share calculation as of the beginning of the period in which the vesting conditions are satisfied. Restricted stock units included in diluted earnings per share are net of the required minimum employee withholding taxes.

#### ***(u) Income Taxes***

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the balance sheet carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Any effects of changes in income tax rates or law changes are included in the provision for income taxes in the period enacted. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not that such assets will be realized.

#### ***(v) Deferred Lease Credits***

Deferred lease credits consist of reimbursement of costs of leasehold improvements from our lessors and adjustments to recognize rent expense on a straight-line basis. Reimbursements are amortized on a straight-line basis over the term of the applicable lease, without consideration of renewal options. Leases typically have an initial lease term of between 10 and 15 years and contain renewal options under which we may extend the terms for periods of three to five years. Certain leases contain rent escalation clauses that require higher rental payments in later years. Leases may also contain rent holidays, or free rent periods, during the lease term. Rent expense is recognized on a straight-line basis over the term of the lease commencing at the start of our construction period for the restaurant, without consideration of renewal options, unless renewals are reasonably assured because failure to renew would result in an economic penalty.

#### ***(w) Stock-Based Compensation***

We maintain a stock equity incentive plan under which we may grant non-qualified stock options, incentive stock options, and restricted stock units to employees, non-employee directors and consultants. We also have an employee stock purchase plan (“ESPP”).

Stock-based compensation expense is recognized in the consolidated financial statements for granted, modified, or settled stock options and for expense related to the ESPP, since the related purchase discounts exceeded the amount allowed for non-compensatory treatment. Restricted stock units vesting upon the achievement of certain performance targets are expensed based on the fair value on the date of grant, net of estimated forfeitures. All stock-based compensation is recognized as general and administrative expense.

Total stock-based compensation expense recognized in the consolidated statement of earnings for fiscal year 2011 was \$11,383 before income taxes and consisted of restricted stock units, stock options, and employee stock purchase plan (ESPP) expense of \$9,985, \$920 and \$478, respectively. The related total tax benefit recognized in 2011 was \$3,929.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 25, 2011 and December 26, 2010**

**(Dollar amounts in thousands, except per-share amounts)**

Total stock-based compensation expense recognized in the consolidated statement of earnings for fiscal year 2010 was \$7,712 before income taxes and consisted of restricted stock, stock options, and employee stock purchase plan (ESPP) expense of \$6,519, \$560 and \$633, respectively. The related total tax benefit recognized in 2010 was \$2,528.

Total stock-based compensation expense recognized in the consolidated statement of earnings for fiscal year 2009 was \$6,490 before income taxes and consisted of restricted stock, stock options, and employee stock purchase plan (ESPP) expense of \$5,769, \$392 and \$329, respectively. The related total tax benefit was \$2,298 during 2009.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes-Merton (“BSM”) option valuation model with the following assumptions:

	<b>Stock Options</b>		
	<b>December 25, 2011</b>	<b>December 26, 2010</b>	<b>December 27, 2009</b>
Expected dividend yield	0.0%	0.0%	0.0%
Expected stock price volatility	54.1%	54.4%	59.2%
Risk-free interest rate	2.2%	2.6%	2.0%
Expected life of options	5 years	5 years	5 years
	<b>Employee Stock Purchase Plan</b>		
	<b>December 25, 2011</b>	<b>December 26, 2010</b>	<b>December 27, 2009</b>
Expected dividend yield	0.0%	0.0%	0.0%
Expected stock price volatility	49.2-50.1%	50.0-50.6%	52.7-59.1%
Risk-free interest rate	0.04-0.07%	0.19-0.30%	0.17-0.30%
Expected life of options	0.5 years	0.5 years	0.5 years

The expected term of the options represents the estimated period of time until exercise and is based on historical experience of similar awards, giving consideration to the contractual terms, vesting schedules and expectations of future employee behavior. Expected stock price volatility is based on historical volatility of our stock. The risk-free interest rate is based on the implied yield available on U.S. Treasury zero-coupon issues with an equivalent remaining term. We have not paid dividends in the past.

**(x) New Accounting Pronouncements**

In June 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-05 “Presentation of Comprehensive Income.” ASU 2011-05 amends ASC 220 Comprehensive Income to improve the comparability, consistency, and transparency of financial reporting and to increase the prominence of items reported in other comprehensive income. The guidance requires entities to report the components of comprehensive income in either a single, continuous statement or two separate but consecutive statements. We have determined that the guidance will not have a material impact to our consolidated financial statements. The guidance will become effective for our fiscal year ending December 30, 2012.

In September 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-08 “Intangibles – Goodwill and Other.” ASU 2011-08 amends ASC 350 Intangibles – Goodwill and Other to simplify how an entity tests goodwill for impairment. The guidance allows companies to assess qualitative factors to determine if it is more-likely-than-not that goodwill might be impaired and whether it is necessary to perform the two-step goodwill impairment test. We have determined that the guidance will not have a material impact to our consolidated financial statements. The guidance was early adopted and became effective for our fiscal year ending December 25, 2011.

**(y) Subsequent Events**

There were no subsequent events that required recognition or disclosure.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

**(2) Fair Value Measurements**

The guidance for fair value measurements establishes the authoritative definition of fair value, sets out a framework for measuring fair value, and outlines the required disclosures regarding fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. We use a three-tier fair value hierarchy based upon observable and non-observable inputs as follows:

- Level 1 – Observable inputs such as quoted prices in active markets;
- Level 2 – Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3 – Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The following table summarizes the financial instruments measured at fair value in our consolidated balance sheet as of December 25, 2011:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Assets</b>				
Cash Equivalents	\$ 10,103	1,500	—	11,603
Marketable Securities	5,304	—	—	5,304

The following table summarizes the financial instruments measured at fair value in our consolidated balance sheet as of December 26, 2010:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Assets</b>				
Cash Equivalents	\$ 2,608	—	—	2,608
Marketable Securities	4,987	11,949	—	16,936
<b>Liabilities</b>				
Derivatives	86	—	—	86

We classified a portion of our marketable securities as available-for-sale and trading securities which were reported at fair market value, using the 'market approach' valuation technique. The 'market approach' valuation method uses prices and other relevant information observable in market transactions involving identical or comparable assets. Our trading securities are valued using the Level 1 approach. Our cash equivalents include commercial paper and money market funds which are valued using Level 1 and Level 2 approaches.

There were no transfers between Level 1 and Level 2 of the fair value hierarchy during the fiscal years ended December 25, 2011, December 26, 2010, and December 27, 2009.

Our financial assets and liabilities requiring a fair-value measurement on a non-recurring basis were not significant as of December 25, 2011.

**Assets and liabilities that are measured at fair value on a recurring basis**

At December 25, 2011, we did not have any significant nonfinancial assets or liabilities that required a fair-value measurement on a recurring basis.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

**Assets and liabilities that are measured at fair value on a non-recurring basis**

We generally estimate long-lived asset fair values, including property, plant and equipment and leasehold improvements, using the income approach. The inputs used to determine fair value relate primarily to future assumptions regarding restaurant sales and profitability. These inputs are categorized as Level 3 inputs. The inputs used represent management's assumptions about what information market participants would use in pricing the assets and are based upon the best information available at the balance sheet date.

The following table presents the asset impairment charges we recorded during 2009 and the net carrying value of those impaired long-lived assets as of December 27, 2009:

	Net Carrying	Fair Value Measured			2009 Impairment
		Level 1	Level 2	Level 3	
Long-lived assets	\$ 296	—	—	296	(296)

**Financial assets and liabilities not measured at fair value**

Certain of our financial assets and liabilities are recorded at their carrying amounts which approximate fair value, based on their short-term nature or variable interest rate. These financial assets and liabilities include cash and cash equivalents, accounts receivable, and accounts payable.

**(3) Marketable Securities**

Marketable securities were comprised as follows:

	December 25, 2011	December 26, 2010
Held-to-maturity		
Municipal securities	\$ 34,652	39,891
Available-for-sale		
Municipal securities	—	11,949
Trading		
Mutual funds	5,304	4,987
Total	<u>\$ 39,956</u>	<u>56,827</u>

Purchases of available for-sale securities totaled \$58,932 and sales totaled \$70,955 in 2011. Purchases of held-to-maturity securities totaled \$38,142 and proceeds from maturities totaled \$43,383 in 2011. All held-to-maturity debt securities mature within one year and had an aggregate fair value of \$34,640 at December 25, 2011.

Purchases of available for-sale securities totaled \$56,088 and sales totaled \$68,440 in 2010. Purchases of held-to-maturity securities totaled \$43,607 and proceeds from maturities totaled \$18,899 in 2010. All held-to-maturity debt securities mature within one year and had an aggregate fair value of \$39,877 at December 26, 2010.

Purchases of available for-sale securities totaled \$36,084 and sales totaled \$29,113 in 2009. Purchases of held-to-maturity securities totaled \$20,940 and proceeds from maturities totaled \$22,487 in 2009. All held-to-maturity debt securities mature within one year and had an aggregate fair value of \$15,712 at December 27, 2009.

Trading securities represent investments held for future needs of a non-qualified deferred compensation plan.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

**(4) Property and Equipment**

Property and equipment consisted of the following:

	December 25, 2011	December 26, 2010
Construction in process	\$ 20,078	9,521
Buildings	37,956	24,167
Furniture, fixtures, and equipment	175,718	140,064
Leasehold improvements	<u>245,506</u>	<u>184,589</u>
Property and equipment, gross	479,258	358,341
Less accumulated depreciation	<u>(169,088)</u>	<u>(133,371)</u>
Property and equipment, net	<u><u>\$ 310,170</u></u>	<u><u>224,970</u></u>

**(5) Goodwill and Other Intangible Assets**

Goodwill is summarized below:

	December 25, 2011	December 26, 2010
Beginning of year	\$ 11,246	11,246
Additions	<u>6,524</u>	<u>—</u>
End of year	<u><u>\$ 17,770</u></u>	<u><u>11,246</u></u>

Goodwill is not subject to amortization but nearly all is deductible for tax purposes.

Reacquired franchise rights consisted of the following:

	December 25, 2011	December 26, 2010
Reacquired franchise rights	\$ 23,370	7,040
Accumulated amortization	<u>(2,342)</u>	<u>(1,433)</u>
Reacquired franchise rights, net	<u><u>\$ 21,028</u></u>	<u><u>5,607</u></u>

Amortization expense related to reacquired franchise rights for 2011, 2010, and 2009 was \$910, \$614, and \$612, respectively. The weighted average amortization period is 16 years. Estimated future amortization expense as of December 25, 2011 was as follows:

Fiscal year ending:	
2012	\$ 2,706
2013	2,496
2014	2,176
2015	1,946
2016	1,771
Thereafter	<u>9,933</u>
Total future amortization expense	<u><u>\$ 21,028</u></u>



**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

**(6) Lease Commitments**

We lease all of our restaurants and corporate offices under operating leases that have various expiration dates. Most of these operating leases contain renewal options. In addition to base rents, leases typically require us to pay our share of common area maintenance, insurance, real estate taxes, and other operating costs. Certain leases also include provisions for contingent rentals based upon sales.

Future minimum rental payments due under noncancelable operating leases for existing restaurants and commitments for restaurants under development as of December 25, 2011 were as follows:

Fiscal year ending:	Operating leases	Restaurants under
2012	\$ 39,856	2,457
2013	38,795	3,699
2014	37,841	3,699
2015	36,530	3,699
2016	34,619	3,708
Thereafter	174,447	43,702
Total future minimum lease payments	<u>\$ 362,088</u>	<u>60,964</u>

In 2011, 2010, and 2009, we rented office space under operating leases which, in addition to the minimum lease payments, require payment of a proportionate share of the real estate taxes and building operating expenses. We also rent restaurant space under operating leases, some of which, in addition to the minimum lease payments and proportionate share of real estate and operating expenses, require payment of percentage rents based upon sales levels. Rent expense, excluding our proportionate share of real estate taxes and building operating expenses, was as follows:

	Fiscal Years Ended		
	December 25, 2011	December 26, 2010	December 27, 2009
Minimum rents	\$ 36,647	30,438	27,042
Percentage rents	371	285	361
Total	<u>\$ 37,018</u>	<u>30,723</u>	<u>27,403</u>
Equipment and auto leases	<u>\$ 452</u>	<u>536</u>	<u>495</u>

**(7) Derivative Instruments**

We have used commodity derivatives to manage our exposure to price fluctuations. We may enter into options and future contracts to reduce our risk of natural gas price fluctuations. These derivatives do not qualify for hedge accounting and changes in fair value are included in current net income. These changes are classified as a component of restaurant operating expenses. All changes in the fair value of these contracts are recorded in earnings in the period in which they occur. Net losses of \$1, \$225, and \$383 were recognized in fiscal 2011, 2010, and 2009, respectively. The fair value of our derivative instruments as of December 26, 2010 was \$86, and is a liability in accrued expenses in the accompanying consolidated balance sheets. As of December 26, 2010 we were party to natural gas swap contracts with notional values of \$249. As of December 25, 2011, we had no outstanding natural gas swap contracts or other derivatives.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

**(8) Income Taxes**

We file income tax returns in the U.S. federal and state jurisdictions and Canada. The Internal Revenue Service completed their examination of our 2008 U.S. federal income tax return in 2010. With few exceptions, we are no longer subject to state income tax examinations for years before 2007. We do not anticipate that total unrecognized tax benefits will significantly change due to the settlement of audits and the expiration of statutes of limitations prior to December 30, 2012. The provision for income taxes consisted of the following:

	Fiscal Years Ended		
	December 25, 2011	December 26, 2010	December 27, 2009
Current:			
Federal	\$ 6,009	9,345	7,917
State	3,651	2,794	2,023
Deferred:			
Federal	13,297	6,462	4,824
State	394	24	(7)
Foreign	(875)	—	—
	<u>\$ 22,476</u>	<u>18,625</u>	<u>14,757</u>
Total income tax expense	<u>\$ 22,476</u>	<u>18,625</u>	<u>14,757</u>

The following is a reconciliation of the expected federal income taxes (benefits) at the statutory rate of 35% to the actual provision for income taxes:

	Fiscal Years Ended		
	December 25, 2011	December 26, 2010	December 27, 2009
Expected federal income tax expense	\$ 25,516	19,959	15,883
State income tax expense, net of federal effect	2,660	1,944	1,310
General business credits	(5,808)	(3,902)	(2,713)
Other, net	108	624	277
	<u>\$ 22,476</u>	<u>18,625</u>	<u>14,757</u>
Total income tax expense	<u>\$ 22,476</u>	<u>18,625</u>	<u>14,757</u>

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

Deferred tax assets and liabilities are classified as current and noncurrent on the basis of the classification of the related asset or liability for financial reporting. Deferred income taxes are provided for temporary differences between the basis of assets and liabilities for financial reporting purposes and income tax purposes. A valuation allowance is established when it is more likely than not that some portion of deferred tax assets will not be realized. Since we believe sufficient future taxable income will be generated to utilize the benefits of the deferred tax assets, a valuation allowance has not been recognized. Our foreign net operating losses begin expiring in 2030. Temporary differences comprising the net deferred tax assets and liabilities on the accompanying consolidated balance sheets are as follows:

	Fiscal Years Ended	
	December 25, 2011	December 26, 2010
Deferred tax assets:		
Unearned revenue	\$ 982	870
Accrued compensation and benefits	2,956	2,660
Deferred lease credits	5,231	2,362
Stock-based compensation	2,727	2,631
Advertising costs	2,260	2,329
Other	1,604	855
	<u>\$ 15,760</u>	<u>11,707</u>
Deferred tax liabilities:		
Depreciation	\$ 46,354	29,593
Goodwill and other amortization	1,595	602
	<u>\$ 47,949</u>	<u>30,195</u>

The following is a reconciliation of the beginning and ending amount of unrecognized tax benefits:

Balance at December 26, 2010	\$ 721
Additions based on tax positions related to the current year	165
Reductions based on tax positions related to prior years	(21)
Reductions based on expiration of statute of limitations	(133)
	<u>\$ 732</u>
Balance at December 25, 2011	<u>\$ 732</u>

We recognize accrued interest and penalties related to unrecognized tax benefits in income tax expense. During 2011, 2010, and 2009, interest and penalties of (\$18), (\$5), and (\$24), respectively, were included in income tax expense. As of December 25, 2011, and December 26, 2010, interest and penalties related to unrecognized tax benefits totaled \$60 and \$85, respectively. Included in the balance at December 25, 2011, and December 26, 2010, are unrecognized tax benefits of \$476 and \$469, respectively, which if recognized, would affect the annual effective tax rate. The difference between these amounts and the amount reflected in the reconciliation above relates to the deferred U.S. federal income tax benefit on unrecognized tax benefits related to U.S. state income taxes.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

**(9) Stockholders' Equity**

**(a) Stock Options**

We have 3.9 million shares of common stock reserved for issuance under the Equity Incentive Plan (Plan) for employees, officers, and directors. The option price for shares issued under this plan is to be not less than the fair market value on the date of grant with respect to incentive and nonqualified stock options. Incentive stock options become exercisable in four equal installments from the date of the grant and have a contractual life of seven to ten years. Nonqualified stock options issued pursuant to the Plan have varying vesting periods from immediately to four years and have a contractual life of seven to ten years. Incentive stock options may be granted under this plan until May 15, 2018. We issue new shares of common stock upon exercise of stock options. Option activity is summarized for the year ended December 25, 2011 as follows:

	<b>Number of shares</b>	<b>Weighted average exercise price</b>	<b>Average remaining contractual life (years)</b>	<b>Aggregate Intrinsic Value</b>
Outstanding, December 26, 2010	186,166	\$ 25.96	4.0	\$ 3,663
Granted	33,869	53.75		
Exercised	(36,470)	10.68		
Cancelled	(936)	40.95		
Outstanding, December 25, 2011	182,629	\$ 34.06	4.0	\$ 6,242
Exercisable, December 25, 2011	127,566	28.44	3.4	5,077

The aggregate intrinsic value in the table above is before applicable income taxes, based on our closing stock price of \$68.24 as of the last business day of the year ended December 25, 2011, which would have been received by the optionees had all options been exercised on that date. As of December 25, 2011, total unrecognized stock-based compensation expense related to nonvested stock options was approximately \$1,001, which is expected to be recognized over a weighted average period of approximately 2.0 years. During 2011, 2010, and 2009, the total intrinsic value of stock options exercised was \$1,700, \$928, and \$450, respectively. During 2011, 2010, and 2009, the total fair value of options vested was \$751, \$536, and \$369, respectively. During 2011 and 2010, the weighted average grant date fair value of options granted was \$26.07 and \$23.82, respectively.

The following table summarizes our stock options outstanding at December 25, 2011:

<b>Range</b>	<b>Options outstanding</b>			<b>Options exercisable</b>	
	<b>Shares</b>	<b>Average remaining contractual life (years)</b>	<b>Weighted average exercise price</b>	<b>Shares</b>	<b>Weighted average exercise price</b>
\$ 5.63 – 14.13	23,775	1.3	\$ 8.75	23,775	\$ 8.75
17.41 – 24.96	44,943	3.0	24.86	44,943	24.86
30.87 – 31.00	45,721	4.0	30.91	33,757	30.91
48.35 – 53.75	68,190	5.5	51.06	25,091	50.19
	<u>182,629</u>			<u>127,566</u>	

The Plan has 246,085 shares available for grant as of December 25, 2011.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

***(b) Restricted Stock Units***

We have a stock performance plan, under which restricted stock units are granted annually at the discretion of the Board of Directors.

In 2011, 2010 and 2009, we granted restricted stock units subject to three-year cliff vesting and a cumulative three-year earnings target. The number of units which vest at the end of the three-year period is based on performance against the target. These restricted stock units are subject to forfeiture if they have not vested at the end of the three-year period. Stock-based compensation is recognized for the expected number of units vesting at the end of the period and is expensed over the three-year period.

For each grant, restricted stock units meeting the performance criteria will vest as of the end of our fiscal year. The distribution of vested restricted stock units as common stock typically occurs in March of the following year. The common stock is issued to participants net of the number of shares needed for the required minimum employee withholding taxes. We issue new shares of common stock upon the disbursement of restricted stock units. Restricted stock units are contingently issuable shares, and the activity for fiscal 2011 is as follows:

	<b>Number of shares</b>	<b>Weighted average grant date fair value</b>
Outstanding, December 26, 2010	493,653	\$ 35.66
Granted	178,800	53.94
Vested	(289,812)	33.97
Cancelled	(22,361)	37.95
Outstanding, December 25, 2011	360,280	\$ 45.95

As of December 25, 2011, the stock-based compensation expense related to nonvested awards not yet recognized was \$9,353, which is expected to be recognized over a weighted average period of 1.7 years. During fiscal years 2011 and 2010 the total grant date fair value of shares vested was \$9,845 and \$3,101, respectively. The weighted average grant date fair value of restricted stock units granted during 2010 was \$40.82. During 2011, we recognized \$9,985 of stock-based expense related to restricted stock units.

***(c) Employee Stock Purchase Plan***

We have reserved 600,000 shares of common stock for issuance under the Employee Stock Purchase Plan ("ESPP"). The ESPP is available to substantially all employees subject to employment eligibility requirements. Participants may purchase our common stock at 85% of the beginning or ending closing price, whichever is lower, for each six-month period ending in May and November. During 2011, 2010, and 2009, we issued 30,127, 36,049, and 48,237 shares, respectively, of common stock. As of December 25, 2011, we had 274,662 shares available for future issuance under the ESPP.

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

**(10) Earnings Per Common Share**

The following is a reconciliation of basic and fully diluted earnings per common share for fiscal 2011, 2010, and 2009:

	<u>Fiscal year ended December 25, 2011</u>		
	<u>Earnings (numerator)</u>	<u>Shares (denominator)</u>	<u>Per-share amount</u>
Net earnings	\$ 50,426		
Earnings per common share	50,426	18,337,433	\$ 2.75
Effect of dilutive securities – stock options	—	73,249	
Effect of dilutive securities – restricted stock units	—	72,415	
Earnings per common share – assuming dilution	<u>\$ 50,426</u>	<u>18,483,097</u>	<u>\$ 2.73</u>
	<u>Fiscal year ended December 26, 2010</u>		
	<u>Earnings (numerator)</u>	<u>Shares (denominator)</u>	<u>Per-share amount</u>
Net earnings	\$ 38,400		
Earnings per common share	38,400	18,175,358	\$ 2.11
Effect of dilutive securities – stock options	—	72,391	
Effect of dilutive securities – restricted stock units	—	21,812	
Earnings per common share – assuming dilution	<u>\$ 38,400</u>	<u>18,269,561</u>	<u>\$ 2.10</u>
	<u>Fiscal year ended December 27, 2009</u>		
	<u>Earnings (numerator)</u>	<u>Shares (denominator)</u>	<u>Per-share amount</u>
Net earnings	\$ 30,671		
Earnings per common share	30,671	18,010,430	\$ 1.70
Effect of dilutive securities – stock options	—	78,383	
Effect of dilutive securities – restricted stock units	—	87,881	
Earnings per common share – assuming dilution	<u>\$ 30,671</u>	<u>18,176,694</u>	<u>\$ 1.69</u>

The following is a summary of those securities outstanding at the end of the respective periods, which have been excluded from the fully diluted calculations because the effect on net earnings per common share would have been anti-dilutive or were performance-granted shares for which the performance criteria had not yet been met:

	<b>December 25, 2011</b>	<b>December 26, 2010</b>	<b>December 27, 2009</b>
Stock options	11,233	—	45,958
Restricted stock units	360,280	493,653	450,869

**BUFFALO WILD WINGS, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements  
December 25, 2011 and December 26, 2010  
(Dollar amounts in thousands, except per-share amounts)**

**(11) Supplemental Disclosures of Cash Flow Information**

	Fiscal Years Ended		
	December 25, 2011	December 26, 2010	December 27, 2009
Cash paid during the period for:			
Income taxes	\$ 6,755	15,315	8,899
Noncash financing and investing transactions:			
Property and equipment not yet paid for	(5,211)	2,298	(4,405)
Tax withholding for restricted stock units	5,828	1,780	1,400
Goodwill adjustment	—	—	274

**(12) Loss on Asset Disposals and Store Closures**

In 2011, 2010, and 2009, we closed restaurants resulting in a charge to earnings for remaining lease obligations, utilities, and other related costs. These charges were recognized as a part of the loss on asset disposals and store closures on our accompanying consolidated statements of earnings.

The following is a rollforward of the store closing reserve for the years ended December 25, 2011, December 26, 2010, and December 27, 2009:

	December 25, 2011	December 26, 2010	December 27, 2009
Beginning reserve balance	\$ 60	—	—
Store closing costs incurred	205	310	31
Costs paid	(247)	(250)	(31)
Ending reserve balance	<u>\$ 18</u>	<u>60</u>	<u>—</u>

During 2009, we recorded an impairment charge for the assets of one underperforming restaurant. An impairment charge of \$237 was recorded to the extent that the carrying amount of the assets was not considered recoverable based on estimated discounted future cash flows and the underlying fair value of the assets. We also recorded an impairment charge of \$59 related to liquor licenses to the extent that the carrying amount of the licenses was higher than the fair value as determined using market quotes.

The following is a summary of the loss on asset disposals and store closure charges recognized by us:

	Fiscal Years Ended		
	December 25, 2011	December 26, 2010	December 27, 2009
Store closing charges	\$ 205	310	31
Long-lived asset impairment	—	—	296
Miscellaneous asset write-offs	1,724	1,741	1,601
Loss on asset disposals and store closures	<u>\$ 1,929</u>	<u>2,051</u>	<u>1,928</u>

**(13) Defined Contribution Plans**

We have a defined contribution 401(k) plan whereby eligible employees may contribute pretax wages in accordance with the provisions of the plan. We match 100% of the first 3% and 50% of the next 2% of contributions made by eligible employees. Matching contributions of approximately \$1,249, \$1,005, and \$819 were made by us during fiscal 2011, 2010, and 2009, respectively.

## BUFFALO WILD WINGS, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements December 25, 2011 and December 26, 2010

(Dollar amounts in thousands, except per-share amounts)

Under our Management Deferred Compensation Plan, our executive officers and certain other individuals are entitled to receive an amount equal to a percentage of their base salary ranging from 7.5% to 12.5% which is credited on a monthly basis to their deferred compensation account. Cash contributions of \$435, \$329, and \$359 were made by us during 2011, 2010, and 2009, respectively. Such amounts are subject to certain vesting provisions, depending on length of employment and circumstances of employment termination. In addition, individuals may elect to defer a portion or all of their cash compensation.

#### (14) Related Party Transactions

It is our policy that all related party transactions must be disclosed and approved by the disinterested directors. We have evaluated the terms and considerations for such related party transactions and compared and evaluated these terms to amounts that would have to be paid or received, as applicable, in arms-length transactions with independent third-parties. We believe all related party transactions are comparable to arms-length.

A member of our board of directors, Warren Mack, is an officer at one of our major law firms. Another member of our board of directors, Jerry Rose, is an officer at one of our suppliers.

#### (15) Contingencies

We are involved in various legal matters arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on our consolidated financial position, results of operations, or cash flows.

#### (16) Acquisition of Franchised Restaurants

During 2011, we acquired 18 Buffalo Wild Wings franchised restaurants through three acquisitions. The total purchase price of \$33,744, was paid in cash and was funded by cash from operations and the sale of marketable securities. The acquisitions were accounted for as a business combination. The assets acquired were recorded based on their fair values at the time of the acquisitions as detailed below:

Inventory, prepaids, and other assets	\$	789
Equipment and leasehold improvements		11,265
Deferred lease credits		(279)
Deferred income taxes		(885)
Reacquired franchise rights		16,330
Goodwill		6,524
		<hr/>
Total purchase price	\$	33,744
		<hr/> <hr/>

The excess of the purchase price over the aggregate fair value of assets acquired was allocated to goodwill. The assessment of the valuation of certain assets is preliminary, if new information is obtained about facts and circumstances that existed at the acquisition date, the acquisition accounting will be revised to reflect the resulting adjustments to current estimates of these items. The results of operations of these locations are included in our consolidated statement of earnings as of the date of acquisition.




## GUARANTEE OF PERFORMANCE

For value received, Buffalo Wild Wings, Inc., an Minnesota corporation (the "Guarantor"), located at 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416, absolutely and unconditionally guarantees to assume the duties and obligations of Buffalo Wild Wings International, Inc., located at 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2012 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Minneapolis, Minnesota on the 22<sup>nd</sup> day of March, 2012.

Guarantor: Buffalo Wild Wings, Inc.

By:   
Name: James M. Schmidt  
Title: Chief Operating Officer



**FRANCHISE  
AGREEMENT**

**EXHIBIT C**

**Franchise Agreement (including Appendices and Addendum)**

**Buffalo Wild Wings® Franchise Agreement**

**Between**

**Buffalo Wild Wings International, Inc.  
5500 Wayzata Blvd., Suite 1600  
Minneapolis, MN 55416**

**And**

\_\_\_\_\_

\_\_\_\_\_  
Name of Franchisee(s)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Phone Number

**Authorized Location:**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

**Effective Date:**

\_\_\_\_\_  
(To be completed by us)

--TABLE OF CONTENTS--

BUFFALO WILD WINGS® FRANCHISE AGREEMENT

<u>SECTION</u>	<u>PAGE</u>
DEFINITIONS.....	1
GRANT OF LICENSE .....	2
TRADEMARK STANDARDS AND REQUIREMENTS .....	4
TERM AND RENEWAL .....	5
FACILITY STANDARDS AND MAINTENANCE .....	6
PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS .....	10
PERSONNEL AND SUPERVISION STANDARDS.....	14
ADVERTISING.....	15
FEES, REPORTING AND AUDIT RIGHTS.....	17
YOUR OTHER OBLIGATIONS; NONCOMPETE COVENANTS .....	19
TRANSFER OF FRANCHISE.....	22
DISPUTE RESOLUTION .....	25
DEFAULT AND TERMINATION .....	26
POST-TERM OBLIGATIONS .....	28
GENERAL PROVISIONS.....	30

APPENDICES

- A. Trademarks
- B. Designated Area
- C. Addendum to Lease
- D. Electronic Transfer of Funds Authorization
- E. Gift Cards Affiliated Seller Agreement

## BUFFALO WILD WINGS® FRANCHISE AGREEMENT

This Franchise Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between BUFFALO WILD WINGS INTERNATIONAL, INC., an Ohio corporation with its principal business located at 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416 (“we” or “us”), and \_\_\_\_\_, a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“franchisee” or “you”). If the franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners.

### RECITALS

A. Our parent company has developed a unique system for video entertainment-oriented, casual/fast casual restaurants that feature chicken wings, sandwiches, unique food service and other products, beverages and services using certain standards and specifications;

B. Many of the food and beverage products are prepared according to specified recipes and procedures, some of which include proprietary sauces and mixes;

C. Our parent company owns the BUFFALO WILD WINGS® Trademark and other trademarks used in connection with the operation of a BUFFALO WILD WINGS® restaurant;

D. Our parent company has granted to us the right to sublicense the right to develop and operate BUFFALO WILD WINGS® restaurants; and

E. You desire to develop and operate a BUFFALO WILD WINGS® restaurant and we, in reliance on your representations, have approved your franchise application.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

### DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. “Control Person” means the individual who has the authority to, and does in fact, actively direct your business affairs in regard to the Restaurant, is responsible for overseeing the general management of the day-to-day operations of the Restaurant and has authority to sign on your behalf on all contracts and commercial documents. The Control Person is identified on the Ownership and Management Addendum attached to this Agreement.

B. “Gross Sales” includes the total revenues and receipts from the sale of all products, services and merchandise sold in your Restaurant whether under any of the Trademarks or otherwise, including , without limitation, any cover charges or fees, vending or similar activities in your Restaurant or on its premises, catering and other off-site activities and events, and all license and use fees. Gross Sales excludes sales taxes.

C. “Menu Items” means the chicken wings, sandwiches and other products and beverages prepared according to our specified recipes and procedures, as we may modify and change them from time to time.

D. “Principal Owner” means any person or entity who, now or hereafter, directly or indirectly owns a 10% or greater interest in the franchisee when the franchisee is a corporation, limited

liability company, partnership, or a similar entity. However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 10% interest in the franchisee, we have the right to designate that person or entity as a Principal Owner for all purposes under this Agreement. In addition, if the franchisee is a partnership entity, then each person or entity who, now or hereafter is or becomes a general partner is a Principal Owner, regardless of the percentage ownership interest. If the franchisee is one or more individuals, each individual is a Principal Owner of the franchisee. Each franchisee must have at least one Principal Owner. Your Principal Owner(s) are identified on the Ownership and Management Addendum attached to this Agreement. Every time there is a change in the persons who are your Principal Owners, you must, within 10 days from the date of each such change, update the Ownership and Management Addendum. As used in this Agreement, any reference to Principal Owner includes all Principal Owners.

E. "Restaurant" means the BUFFALO WILD WINGS® Restaurant you develop and operate pursuant to this Agreement.

F. "System" means the BUFFALO WILD WINGS® System, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with unique storage, preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of facilities, equipment, supplies, ingredients, business techniques, methods and procedures together with sales promotion programs, all of which we may modify and change from time to time.

G. "Trademarks" means the BUFFALO WILD WINGS® Trademark and Service Mark that have been registered in the United States and elsewhere and the trademarks, service marks and trade names set forth on Appendix A, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the Restaurant. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of the Restaurant from time to time.

H. "Unit General Manager" means the individual who (i) personally invests his or her full time and attention and devotes his or her best efforts to the on-premises general management of the day-to-day operations of the Restaurant and (ii) meets our training requirements. The Unit General Manager must be appointed at least 60 days prior to the Restaurant opening and fully trained 20 days prior to the Restaurant opening.

#### GRANT OF LICENSE

2. The following provisions control with respect to the license granted hereunder:

A. Authorized Location. We grant to you the right and license to establish and operate a retail Restaurant identified by the BUFFALO WILD WINGS® Trademarks or such other marks as we may direct, to be located at \_\_\_\_\_ or a location to be designated within 90 days from the date of this Agreement (the "Authorized Location"). When a location has been designated by you and approved by us, it will become part of this subparagraph 2.A as if originally stated. You acknowledge and agree that our approval of a site does not constitute a warranty of any kind, express or implied, as to the suitability of the site for your Restaurant. You acknowledge and agree that your acceptance of a franchise for the operation of a Restaurant at this Authorized Location is based on your own independent investigation. If an Authorized Location is not designated by you and approved by us within 90 days from the date of this Agreement, we have the right to declare this Agreement null and void without the return of any Initial Franchise Fee or other amounts paid to us. You accept the license and undertake the obligation to

operate the Restaurant at the Authorized Location using the Trademarks and the System in compliance with the terms and conditions of this Agreement.

B. Designated Area. You must locate and operate the Restaurant at an Authorized Location within the area described in Appendix B (the “Designated Area”). We and our affiliates will not locate and operate or grant to anyone else a franchise to locate and operate a BUFFALO WILD WINGS® restaurant within the Designated Area so long as this Agreement is in effect, except as provided in subparagraph 2.D. You do not have any right to sublicense or subfranchise within or outside of the Designated Area and do not have the right to operate more than one Restaurant within the Designated Area.

C. Opening. You agree that the Restaurant will be open and operating by the required open date (“Required Open Date”). If you are entering this Agreement pursuant to an Area Development Agreement executed between you and us, the Required Open Date is defined in the Development Schedule. If you are not entering this Agreement pursuant to an Area Development Agreement, you and we agree that the Required Open Date is \_\_\_\_\_. If you fail to have your Restaurant open and in operation according to the provisions of this subparagraph 2.C, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 13.B.2.

D. Nonexclusivity; Our Reservation of Rights. The license is limited to the right to develop and operate one Restaurant at the Authorized Location located in the Designated Area, and does not include (i) any right to sell products and Menu Items identified by the Trademarks at any location other than the Authorized Location, except for authorized catering and delivery services as noted in subparagraph 2.E, or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce), (ii) any right to sell products and Menu Items identified by the Trademarks to any person or entity for resale or further distribution, or (iii) any right to exclude, control or impose conditions on our development of future franchised, company or affiliate owned restaurants (whether under the Trademarks or different trade names and trademarks) at any time outside of the Designated Area. You acknowledge that the consumer service area or trade area of another BUFFALO WILD WINGS® restaurant may overlap with your Designated Area.

You also acknowledge and agree that we and our affiliates have the right to operate and franchise others the right to operate restaurants or any other business within and outside the Designated Area under trademarks other than the BUFFALO WILD WINGS® Trademarks, without compensation to any franchisee, except that our operation of, or association or affiliation with, restaurants (through franchising or otherwise) in the Designated Area that compete with BUFFALO WILD WINGS® restaurants in the video entertainment-oriented, fast casual restaurant segment will only occur through some form of merger or acquisition with an existing restaurant chain, including through the subsequent growth of such restaurant chain (except as otherwise provided for in this subparagraph 2.D). Outside of the Designated Area, we and our affiliates have the right to grant other franchises or develop and operate company or affiliate owned BUFFALO WILD WINGS® restaurants and offer, sell or distribute any products or services associated with the System (now or in the future) under the Trademarks or any other trademarks, service marks or trade names, all without compensation to any franchisee.

Further, and as noted above, we and our affiliates have the right to offer, sell or distribute, within and outside the Designated Area, through any other (i.e., non-restaurant) distribution channel or method, any frozen, pre-packaged items or other products or services associated with the System (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, except for Prohibited Items (as defined below), through any distribution channels or methods, without compensation to any franchisee. The other distribution channels or methods include, without limitation, grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities,



business or industry locations (e.g. manufacturing site, office building), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce). The Prohibited Items are the following items that we will not sell in the Designated Area through other distribution channels or methods: any retail food service Menu Items that are cooked or prepared to be served to the end user or customer for consumption at the retail location (unless sold at the limited seating facilities referenced in subparagraph (i) of the paragraph above). For example, chicken wings cooked and served to customers at a grocery store or convenience store would be a Prohibited Item, but the sale of frozen or pre-packaged chicken wings at a grocery store or convenience store would be a permitted form of distribution in the Designated Area.

You acknowledge and agree that certain locations within and outside the Designated Area are by their nature unique and separate in character from sites generally developed as BUFFALO WILD WINGS® restaurants. As a result, you agree that the following locations (“Special Sites”) are excluded from the Designated Area and we have the right to develop, license or franchise such locations: (1) military bases; (2) public transportation facilities, including, without limitation, airports and other transportation terminals; (3) sports facilities, including race tracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and (6) community and special events.

In addition, you acknowledge and agree that, subject to your right of first refusal as set forth below, we and our affiliates have the right to operate or franchise within and outside the Designated Area one or more facilities selling, for dine in or take out, all or some of the Menu Items, using the Trademarks or any other trademarks, service marks or trade names, without compensation to any franchisee, provided, however, that such facilities shall not have an interior area larger than 2,400 square feet and shall not have seating capacity for more than 48 people (“Limited Seating Facilities”). If we develop a model for a Limited Seating Facility and determine that your Designated Territory is an appropriate market for such a facility, we will provide to you a written offer (“Offer”) specifying the terms and conditions for your development of the Limited Seating Facility. You will have 90 days following your receipt of the Offer to accept the Offer by delivering written notice to us of your acceptance, provided that you are not in default under this Agreement or any other Agreement with us or our affiliates. If you do not provide written notice to us within the time period or if you are in default under this Agreement or any other agreement with us or our affiliates, you will lose the right to develop the Limited Seating Facility and we may develop or franchise others to develop the Limited Seating Facility within your Designated Area. You acknowledge and agree that if you accept the Offer, we may require you to submit a full application, pay an initial fee and sign a new form of franchise agreement.

E. Catering and Delivery. You may not engage in catering and delivery services and activities within or outside of the Designated Area, unless we authorize you in writing, as further described in subparagraph 6.L. We and our affiliate companies will not engage in catering and delivery services and activities in the Designated Area; however, we have no obligation to enforce similar covenants against any other franchisee.

#### TRADEMARK STANDARDS AND REQUIREMENTS

3. You acknowledge and agree that the Trademarks are our parent company’s property and it has licensed the use of the Trademarks to us with the right to sublicense to others. You further acknowledge that your right to use the Trademarks is specifically conditioned upon the following:

A. Trademark Ownership. The Trademarks are our parent company’s valuable property, and it is the owner of all right, title and interest in and to the Trademarks and all past, present or future goodwill of the Restaurant and of the business conducted at the Authorized Location that is associated

with or attributable to the Trademarks. Your use of the Trademarks will inure to our parent company's benefit. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our parent company's rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

B. Trademark Use. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Restaurant except those set forth in Appendix A or except as we otherwise direct in writing. You may use the Trademarks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing. You must comply with all trademark, trade name and service mark notice marking requirements. You may use the Trademarks only in association with products and services approved by us and that meet our standards or requirements with respect to quality, mode and condition of storage, production, preparation and sale, and portion and packaging.

C. Restaurant Identification. You must use the name BUFFALO WILD WINGS GRILL & BAR<sup>®</sup> as the trade name of the Restaurant and you may not use any other mark or words to identify the Restaurant without our prior written consent. You may not use the phrase "Buffalo Wild Wings" or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other similar entity. You may use the Trademarks on various materials, such as business cards, stationery and checks, provided you (i) accurately depict the Trademarks on the materials as we prescribe, (ii) include a statement on the materials indicating that the business is independently owned and operated by you, (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and (iv) make available to us, upon our request, a copy of any materials depicting the Trademarks. You must post a prominent sign in the Restaurant identifying you as a BUFFALO WILD WINGS<sup>®</sup> franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Restaurant and that the BUFFALO WILD WINGS<sup>®</sup> Trademark is owned by our parent company and your use is under a license we have issued to you. All your internal and external signs must comply at all times with our outdoor/indoor guidelines and practices, as they are modified from time to time.

D. Litigation. In the event any person or entity improperly uses or infringes the Trademarks or challenges your use or our use or ownership of the Trademarks, we will control all litigation and we have the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you are aware or any challenge or claim arising out of your use of any Trademark. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Trademarks in violation of this Agreement, in which case you must reimburse us for our fees and expenses.

E. Changes. You may not make any changes or substitutions to the Trademarks unless we direct in writing. We reserve the right to change the Trademarks at any time. Upon receipt of our notice to change the Trademarks, you must cease using the former Trademarks and commence using the changed Trademarks, at your expense. If the changes to the Trademarks result in a required change to outdoor signage, such changes will be subject to the provisions in 5.F.

#### TERM AND RENEWAL

4. The following provisions control with respect to the term and renewal of this Agreement:

A. Term. The initial term of this Agreement commences on the Effective Date (as defined in Section 15.R) and expires 20 years after the Restaurant opens for business or the Required Open Date, which ever happens first, unless this Agreement is sooner terminated in accordance with Paragraph 13.

B. Renewal Term and Conditions of Renewal. You may renew your license for two renewal terms, (the first renewal term is 10 years; the second renewal term is 5 years), provided that with respect to each renewal: (i) you have given us written notice of your decision to renew at least 6 months but not more than 12 months prior to the end of the expiring term; (ii) you sign our then-current form of franchise agreement (modified to reflect no additional renewal term upon expiration and other modifications to reflect that the agreement relates to the grant of a renewal), the terms of which may differ from this Agreement, including higher fees and a modification to the Designated Area (although in no event will the revised Designated Area have a residential population of the lesser of approximately 30,000 to 40,000 or the residential population that existed as of the Effective Date); (iii) you have complied with the provisions of subparagraph 5.E regarding modernization and you perform any further items of modernization and/or replacement of the building, premises, trade dress, equipment and grounds as may be necessary for your Restaurant to conform to the standards then applicable to new BUFFALO WILD WINGS restaurants, regardless of the cost of such modernizations and/or replacements, unless we determine that you should relocate your Restaurant because your Authorized Location no longer meets our then-current site criteria, in which case you must comply with the 90 and 270 day relocation requirements of subparagraph 5.D; (iv) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing; (v) if leasing the Restaurant premises (and not subject to relocation under (iii) above), you have renewed the lease and have provided written proof of your ability to remain in possession of the premises throughout the renewal period; (vi) you comply with our then-current training requirements; (vii) you pay us, at least 30 days prior to the end of the expiring term, a renewal fee in the amount of \$20,000; and (viii) you and your Principal Owners and guarantors execute a general release of claims in a form we prescribe.

C. Relocation Upon Renewal. If, as a condition of renewal, we require you to relocate your Restaurant pursuant to subparagraph 4.B(iii) above, you may renew your license for 20 years, provided that with respect to the renewal, you meet all conditions stated in subparagraph 4.B.

#### FACILITY STANDARDS AND MAINTENANCE

5. You acknowledge and agree that we have the right to establish, from time to time, quality standards regarding the business operations of BUFFALO WILD WINGS® restaurants and stores to protect the distinction, goodwill and uniformity symbolized by the Trademarks and the System. Accordingly, you agree to maintain and comply with our quality standards and agree to the following terms and conditions:

A. Restaurant Facility; Site Under Control. You are responsible for purchasing or leasing a site that meets our site selection criteria. You must obtain our written consent to the site. Prior to granting our consent to a site, you must obtain and submit third-party demographic information and such other analysis and information related to the site and market as we may require. You may not use the Restaurant premises or Authorized Location for any purpose other than the operation of a BUFFALO WILD WINGS® Restaurant during the term of this Agreement. We make no guarantees concerning the success of the Restaurant located on any site to which we consent.

You may not open your Restaurant for business until we have notified you in writing that you have satisfied your pre-opening obligations as set forth in subparagraphs 5.A and 5.B and we have approved your opening date. We are not responsible or liable for any of your pre-opening obligations, losses or expenses you might incur for your failure to comply with these obligations or your failure to

open by a particular date. We also are entitled to injunctive relief or specific performance under subparagraph 12.C for your failure to comply with your obligations.

In the event that you plan to enter into any type of lease for the Restaurant premises, you and your landlord must sign the Lease Addendum attached as Appendix C. We recommend you submit the Lease Addendum to the landlord at the beginning of your lease review and negotiation, although the terms of the Lease Addendum may not be negotiated without our prior approval. If the landlord requires us to negotiate the Lease Addendum, we reserve the right to charge you a fee, which will not exceed our actual costs associated with the negotiation. You must provide us a copy of the executed lease and Lease Addendum within 5 days of its execution. We have no responsibility for the lease; it is your sole responsibility to evaluate, negotiate and enter into the lease for the Restaurant premises.

You must execute, and provide us an executed copy of your lease (including an executed copy of the Lease Addendum) or the purchase agreement for the selected and approved site for your Restaurant within 120 days from the date of execution of this Agreement. If you fail to have your "site under control" (execute the lease or the purchase agreement within the periods set forth in this subparagraph), we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 13.B.2.

B. Construction; Future Alteration. You must construct and equip the Restaurant in strict accordance with our current approved specifications and standards pertaining to equipment, inventory, signage, fixtures, furnishings, accessory features (including sports memorabilia) and design and layout of the building. You may not commence construction of the Restaurant until you have received our written consent to your building plans. If your Restaurant is not constructed strictly according to the previously consented building plans, we will not approve your Restaurant for opening. You will have 30 days from the date we deny our approval for opening your Restaurant to correct all the construction problems so that your Restaurant is strictly constructed according to the consented building plans. If you fail to correct the problems within the 30-day period we may immediately terminate this Agreement pursuant to subparagraph 13.B.2. If the Restaurant opening is delayed for the foregoing reasons, you will be responsible for any losses and costs related to such delay.

Without limiting the generality of the prior paragraph, you must promptly after obtaining possession of the site for the Restaurant: (i) retain the services of an architect; (ii) retain the services of a general contractor and audio/visual equipment providers and installers; (iii) have prepared and submitted for our approval a site survey and basic architectural plans and specifications (not for construction) consistent with our general atmosphere, image, color scheme and ambience requirements as set forth from time to time in the manuals for a BUFFALO WILD WINGS® restaurant (including requirements for dimensions, exterior design, materials, interior design and layout, equipment, fixtures, furniture, signs and decorating); (iv) purchase or lease and then, in the construction of the Restaurant, use only the approved building materials, equipment, fixtures, audio visual equipment, furniture and signs; (v) complete the construction and/or remodeling, equipment, fixtures, furniture and sign installation and decorating of the Restaurant in full and strict compliance with plans and specifications we approve and all applicable ordinances, building codes and permit requirements without any unauthorized alterations; (vi) obtain all customary contractors' sworn statements and partial and final waiver; (vii) obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including, but not limited to, the Americans With Disabilities Act; and (viii) obtain and maintain all required zoning changes, building, utility, health, sanitation, liquor and sign permits and licenses and any other required permits and licenses (if this Agreement is for your first BUFFALO WILD WINGS® restaurant or if in any previous franchise agreement executed between you or any of your affiliates and us, you or any of your affiliates have not met your obligations regarding the build out of any previous BUFFALO WILD WINGS® restaurant, we reserve the right to require you to retain

the services of a company specialized in assisting restaurant operators during the construction process to assist you in submitting, processing, monitoring and obtaining in a timely manner all necessary construction documents, licenses and permits and to advise you throughout the construction of your Restaurant). It is your responsibility to comply with the foregoing conditions.

You must use the prototype architectural drawings made available to you by us when working with your architect and general contractor. You, your affiliates or your Principal Owners, or any person related to, or any entity controlled by your Principal Owners may not be your general contractor unless you have requested our approval and we have approved your request.

Your general contractor may not be your audio/visual equipment provider and installer, unless your general contractor shows expertise in this field to our satisfaction and is approved by us prior to performing any work.

Any change to the building plans or any replacement, reconstruction, addition or modification in the building, interior or exterior decor or image, equipment or signage of the Restaurant to be made after our consent is granted for initial plans, whether at the request of you or of us, must be made in accordance with specifications that have received our prior written consent. You may not commence such replacement, reconstruction, addition or modification until you have received our written consent to your revised plans.

You must begin substantial construction (site work, utility infrastructure and building erection) of the Restaurant at least 150 days before the deadline to open the Restaurant if the Restaurant will be in a free standing location or at least 120 days before the deadline to open the Restaurant if the Restaurant will be in a non-free standing location. We may require you to provide us weekly development and construction progress reports in the form we designate from the date you begin development until the date you open the Restaurant. For instance, you may be required to contact the designated project manager and provide construction manual checklists and digital photos during construction on a weekly basis. In addition, on or before the deadlines to start construction you must submit to us executed copies of any loan documents and any other document that proves that you have secured adequate financing to complete the construction of the Restaurant by the date you are obligated to have the Restaurant open and in operation. In the event that you fail to begin construction or to secure financing pursuant to this paragraph, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 13.B.2.

C. Maintenance. The building, equipment, fixtures, furnishings, signage and trade dress (including the interior and exterior appearance) employed in the operation of your Restaurant must be maintained and refreshed in accordance with our requirements established periodically and any of our reasonable schedules prepared based upon periodic evaluations of the premises by our representatives. Within a period of 30-45 days (as we determine depending on the work needed) after the receipt of any particular report prepared following such an evaluation, you must effect the items of maintenance we designate, including the repair of defective items and/or the replacement of irreparable or obsolete items of equipment and interior signage. If, however, any condition presents a threat to customers or public health or safety, you must effect the items of maintenance immediately, as further described in subparagraph 6.G. The items of maintenance generally result from common wear and tear over a period of time, accidents or lack of care. Examples include, but are not limited to, repairing or replacing HVAC equipment, plumbing and electrical systems that are not functioning properly; repairing a leaking roof; repairing or replacing broken operational and audio-visual equipment; refreshing general appearance items such as paint (interior and exterior) and landscaping; replacing worn carpet, furniture and other furnishings; and conducting routine maintenance of areas that affect the appearance of the Restaurant and goodwill of the Trademarks such as the appearance of the outdoor signage, the parking lot and dumpster area.

D. Relocation. If you need to relocate because of condemnation, destruction, or expiration or cancellation of your lease for reasons other than your breach, we will grant you authority to do so at a site acceptable to us that is within your Designated Area; provided that (i) you have submitted third-party demographic information and such other analysis and information related to the site and market as we may require; (ii) we have consented in writing to the new site; (iii) the new Restaurant is under construction within 90 days after you discontinue operation of the Restaurant at the Authorized Location; and (iv) the new Restaurant is open and operating within 270 days after construction commences, all in accordance with our then-current standards. If you voluntarily decide to relocate the Restaurant, your right to relocate the Restaurant will be void and your interest in this Agreement will be voluntarily abandoned, unless you have given us notice of your intent to relocate not less than 60 days prior to closing the Restaurant, have procured a site that we have consented to in writing within 60 days after closing the prior Restaurant, have opened the new Restaurant for business within 180 days of such closure and complied with any other conditions that we reasonably require. You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur.

In the event your Restaurant is destroyed or damaged and you repair the Restaurant at the Authorized Location (rather than relocate the Restaurant), you must repair and reopen the Restaurant at the Authorized Location in accordance with our then-current standards for the destroyed or damaged area within 270 days of the date of occurrence of the destruction or damage.

You do not have the right to relocate in the event you lose the right to occupy the Restaurant premises because of the cancellation of your lease due to your breach. The termination or cancellation of your lease due to your breach is grounds for immediate termination under subparagraph 13.B.2.

E. Modernization or Remodel. You agree that you will make such capital improvement or modifications necessary to modernize, redecorate and upgrade your Restaurant, including an upgrade of your audio/visual equipment to reflect the current image of new BUFFALO WILD WINGS® restaurants as reasonably requested by Franchisor during the term of this Agreement (taking into consideration the cost of the modernization, the life expectancy of the equipment and the then-remaining term of this Agreement). We will not impose any new standards or specifications requiring structural changes or remodeling of your Restaurant more frequently than once every seven (7) years.

You must complete to our satisfaction any changes we require within a reasonable time, not to exceed 12 months from the date you are notified of any required changes, except for outdoor signage as set forth in subparagraph 5.F.

You acknowledge and agree that the requirements of this subparagraph 5.E are both reasonable and necessary to ensure continued public acceptance and patronage of BUFFALO WILD WINGS® restaurants and to avoid deterioration or obsolescence in connection with the operation of the Restaurant. If you fail to make any improvement as required by this subparagraph or perform the maintenance described in subparagraph 5.C, we may, in addition to our other rights in this Agreement, effect such improvement or maintenance and you must reimburse us for the costs we incur.

Except for transfers under Subparagraph 11.G, every other transfer of any interest in this Agreement or your business governed by Paragraph 11 or any renewal covered by Paragraph 4 is expressly conditioned upon your compliance with these requirements at the time of transfer or renewal.

F. Signage. The outdoor signage at your Restaurant must comply with our then-current specifications, which we may modify and change from time to time due to modifications to the System, including changes to the Trademarks. You must make such changes to the outdoor signage as we require. We will pay for 1/3 of the cost to replace your outdoor signage if: (i) your Restaurant's sign is less than 2 years old and (ii) we require that you replace the sign within one year from the date of

notification. In any case, your failure to replace the signage within 15 months from the date of notification will constitute a default of this Agreement under Paragraph 13. Any upgrades to the type or size of your outdoor signage will be at your expense.

#### PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS

6. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity. The following provisions control with respect to products and operations:

A. Authorized Menu. Your business must be confined to the preparation and sale of only such Menu Items and other food and beverage products as we designate and approve in writing from time to time for sale by your Restaurant. You must offer for sale from the Restaurant all items and only those items listed as Menu Items and other approved food and beverage products. You must offer the full Authorized Menu during all hours of operation. We have the right to make modifications to these items from time to time, and you agree to comply with any modifications. You may not offer or sell any other product or service at the Authorized Location without our prior written consent.

B. Authorized Products and Ingredients. You must use in the operation of the Restaurant and in the preparation of Menu Items and other food and beverage products only the proprietary sauces and mixes and other proprietary and non-proprietary ingredients, recipes, formulas, cooking techniques and processes and supplies, and must prepare and serve Menu Items and products in such portions, sizes, appearance, taste and packaging, all as we specify in our most current product preparation materials or otherwise in writing. We will supply to you a copy of the current product preparation materials prior to opening the Restaurant. You acknowledge and agree that we may change these periodically and that you are obligated to conform to the requirements. All supplies, including containers, cups, plates, wrapping, eating utensils, and napkins, and all other customer service materials of all descriptions and types must meet our standards of uniformity and quality. You acknowledge that the Restaurant must at all times maintain an inventory of ingredients, food and beverage products and other products, material and supplies that will permit operation of the Restaurant at maximum capacity.

C. Approved Supplies and Suppliers. We will furnish to you from time to time lists of approved supplies or approved suppliers. You must only use approved products, services, inventory, equipment, fixtures, furnishings, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, "approved supplies") in connection with the design, construction and operation of the Restaurant as set forth in the approved supplies and approved suppliers lists, as we may amend from time to time. Although we do not do so for every item, we have the right to approve the manufacturer, distributor and/or supplier of approved supplies and in some instances, require that you use designated sources or suppliers. Along with a number of other approval criteria, to be an approved supplier, the supplier must have the ability to provide the product and/or service, on a national basis, to at least 80% of the then existing Restaurants. You acknowledge and agree that certain approved supplies may only be available from one source, and we or our affiliates may be that source. You will pay the then-current price in effect for all products and supplies that you purchase from us or our affiliates. All inventory, products, materials and other items and supplies used in the operation of the Restaurant that are not included in the approved supplies or approved suppliers lists must conform to the specifications and standards we establish from time to time. **ALTHOUGH APPROVED OR DESIGNATED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH**

THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US. OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY TO US.

D. Computer System. You must purchase and use any computer system that we develop or select for the Restaurant, including all future updates, supplements and modifications (the "Computer System"). The Computer System may include all hardware and software used in the operation of the Restaurant, including Point-of-Sale (POS) terminals and back office programs used to record, analyze and report sales, labor, inventory and tax information. The computer software package developed for use in the Restaurant may include proprietary software. You may be required to license the proprietary software from us, an affiliate or a third party and you also may be required to pay a software licensing or user fee in connection with your use of the proprietary software. All right, title and interest in the software will remain with the licensor of the software. The computer hardware component of the Computer System must conform to specifications we develop. We reserve the right to designate a single source from whom you must purchase the Computer System. You acknowledge and agree that we will have full and complete access to information and data entered and produced by the Computer System. You must, at all times, have at the Authorized Location internet access with a form of high-speed broadband internet connection as we require and you must maintain: (i) an email account for our direct correspondence with the Control Person; and (ii) a separate email account for the Restaurant.

E. Serving and Promotional Items. All sales promotion material, customer goodwill items, cartons, containers, wrappers and paper goods, eating and serving utensils and other items, and customer convenience items used in the sales promotion, sale and distribution of products covered by this Agreement are subject to our approval and must, where practicable, contain one or more of the Trademarks. We may require you to carry and offer for sale in the Restaurant a representative supply of approved trademarked clothing and other novelty items, including special promotional items that we develop and market from time to time.

F. Health and Sanitation. Your Restaurant must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. You also must comply with any standards that we prescribe. In addition to complying with such standards, if the Restaurant is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event you fail to be rated in the highest classification or receive any notice that you are not in compliance with all applicable health and sanitary standards, you must immediately notify us of such failure or noncompliance.

G. Evaluations. We or our authorized representative have the right to enter your Restaurant at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement are being observed by you, to inspect and evaluate your building, land and equipment, and to test, sample, inspect and evaluate your supplies, ingredients and products, as well as the storage, preparation and formulation and the conditions of sanitation and cleanliness in the storage, production, handling and serving. If we determine that any condition in the Restaurant presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Restaurant until the situation is remedied to our satisfaction. Our inspections and evaluations may include a "mystery shopper" program from time to time throughout the term of this Agreement. We hire various vendors who send the "mystery shoppers" into the BUFFALO WILD WINGS® restaurants. If you fail an evaluation by us or by a mystery shopper or if we receive a specific customer complaint, you must pay



for the mystery shopper(s) we send to your Restaurant (until the issue is resolved to our satisfaction). The current fee charged by the vendors is approximately \$100 fee per visit, which you must pay directly to the vendor. The fee per visit includes the reimbursement of the tab paid by the mystery shopper for the items consumed at your Restaurant and, therefore, the actual fee for each visit will vary.

H. Period of Operation. Subject to any contrary requirements of local law, your Restaurant must be opened to the public and operated with the full Authorized Menu at least 12 hours each day of the year, although you have the option to close your Restaurant, with prior notification to us, 5 days per year, although never 2 consecutive days (with the exception of Christmas Eve and Christmas Day). Any variance from this provision must be authorized by us in writing. You acknowledge and agree that if your Restaurant is closed for a period of 2 consecutive days or 5 or more days in any 12-month period without our prior written consent, such closure constitutes your voluntary abandonment of the franchise and business and we have the right, in addition to other remedies provided for herein, to terminate this Agreement. Acts of force majeure, as defined in subparagraph 16.M, preventing you temporarily from complying with the foregoing, will suspend compliance for the duration of such interference.

I. Operating Procedures. You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques and management systems described in our manuals or other written materials relating to product preparation, menu, storage, uniforms, financial management, equipment, facility and sanitation. We will revise the manuals and these standards, procedures, techniques and management systems periodically to meet changing conditions of retail operation in the best interest of restaurants operating under the Trademarks. Any required standards exist to protect our interests in the System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. You must use your best efforts to promote and increase the sales and service of Menu Items and to effect the widest and best possible distribution throughout the Designated Area.

You acknowledge having received one copy of the manuals on loan from us for the term of this Agreement. You acknowledge and agree that the manuals and other system communications may only be available on the internet or other online or computer communications. The manuals at all times are our sole property. You must at all times treat the manuals, and the information they contain, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential. We may from time to time revise the contents of the manuals and you expressly agree to comply with each new or changed requirement. You must at all times ensure that your copy of the manuals are kept current and up to date, and in the event of any dispute as to the contents of said manuals, the terms of the master copy of the manuals that we maintain are controlling.

J. Confidential Information. You, the Principal Owners, the Unit General Manager, your guarantors, officers, directors, members, managers, partners, employees or agents, or any other individual or entity related to, or controlled by, you may not, during the term of this Agreement or thereafter, disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us any Confidential Information. For purposes of this Agreement, "Confidential Information" means the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Restaurant, as well as the content of this Agreement and any other document executed in connection with this Agreement. Any and all Confidential Information, including, without limitation, proprietary ingredients, sauces and mixes, secret formulas and recipes, methods, procedures, suggested pricing,

specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the Restaurant. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning a minority interest in the franchisee, the Principal Owners, the Unit General Manager and other key employees. You must provide executed copies of these agreements to us upon our request. Notwithstanding the foregoing, you are authorized to disclose the terms of this Agreement to any lender providing you financing for the Restaurant as well as to your landlord.

K. Vending Services. If you install or maintain on the premises any newspaper racks, video games, jukeboxes, gum machines, games, rides, vending machines, or other similar devices that do not meet with our approval, you must remove them within three days from receiving written notice from us. Pool tables, cigarette vending machines, gambling and gaming machines or games of chance are not allowed unless you receive our prior written approval. Any income from vending services in the Restaurant or on its premises, regardless of which person or entity collects the money, and regardless of whether we authorized you to install them, must be included in Gross Sales for purposes of your Royalty Fee and Advertising Fee. Upon our written approval, the money derived from services provided by charitable organizations or services that are for customer convenience, such as pay phones or cash machines, will not be included in Gross Sales.

L. Catering and Delivery Services. If you want to offer catering or delivery service to customers, you must obtain our prior written approval, which we will not withhold unreasonably, although we reserve the right to require you to offer catering service to customers located within the Designated Area. Any catering or delivery services must meet our written standards. You also must charge the same price for products offered by the Restaurant whether delivered or catered by or sold in the Restaurant. Any income from catering or delivery services must be included in Gross Sales for purposes of your Royalty Fee and Advertising Fee.

M. Compliance with Law; Licenses and Permits. You must at all times maintain your premises and conduct your Restaurant operations in compliance with all applicable laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, including a liquor license that permits alcohol sales 7 days a week (full liquor Monday through Saturday and either full liquor or at least beer only on Sundays), permits and certificates relating to your Restaurant. If your Restaurant is open and operating and a change occurs in applicable state or local law that does not permit liquor sales on Sundays, it will not be deemed a breach of this Agreement. In the event your liquor license is suspended or revoked, in addition to our right to terminate this Agreement pursuant to subparagraph 13.B, we reserve the right to charge you the Royalty Fee on the Gross Sales you would have received on the lost liquor sales during the license suspension. We will estimate the Gross Sales based on the prior year's Gross Sales for the suspension period.

You acknowledge that you are an independent business and responsible for control and management of your Restaurant, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters.

You must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of your BUFFALO WILD WINGS® business or Restaurant, including any notices of health code violations or liquor license violations.

N. Participation in Internet Web Sites or Other Online Communications. You must, at your expense, participate in our BUFFALO WILD WINGS® web site on the internet, our intranet system or other online communications as we may require. For instance, you must submit to us daily reports

via our intranet system, as further described in subparagraph 9.H. We have the right to determine the content and use of our web site and intranet system and will establish the rules under which franchisees may or must participate. You may not separately register any domain name containing any of the Trademarks nor participate in any web site that markets goods and services similar to a BUFFALO WILD WINGS® restaurant. You may not use or reference the Marks in any online communication or web site (including, without limitation, all current and future social media platforms) absent our prior approval. We retain all rights relating to our web site and intranet system and may alter or terminate our web site or intranet system. Your general conduct on our web site and intranet system or other online communications and specifically your use of the Trademarks or any advertising is subject to the provisions of this Agreement. You acknowledge that certain information related to your participation in our web site or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our web site and intranet system, or otherwise use the Trademarks or System on the internet or other online communications, will terminate when this Agreement expires or terminates.

O. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions, competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must comply with these modifications, additions or rescissions at your expense, subject to the requirements of subparagraph 5.E and any other express limitations set forth in this Agreement.

P. Suggested Pricing Policies. We may, from time to time, make suggestions to you with regard to your pricing policies. Notwithstanding any suggestions, you have the sole and exclusive right as to the minimum prices you charge for the services offered at the Restaurant. We retain the right to establish maximum prices to be charged by you for sales promotions, subject to subparagraph 8.F, or otherwise. Any list or schedule of prices we furnish to you may, unless otherwise specifically stated as to the maximum price, be treated as a recommendation only and failure to accept or implement any such suggestion will not in any way affect the relationship between you and us.

Q. Innovations. All ideas, concepts, techniques or materials relating to a Buffalo Wild Wings business, including customer data, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or franchisee's owners, will be promptly disclosed to us, deemed to be our sole and exclusive property and part of the System, and deemed to be works made for hire for us. You and each of franchisee's owners agree to sign whatever assignment or other documents we may request from time to time to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials.

#### PERSONNEL AND SUPERVISION STANDARDS

7. The following provisions and conditions control with respect to personnel, training and supervision:

A. Supervision. You must have a Control Person and a Unit General Manager that meet our standards and qualifications at all times during the term of this Agreement. Your Control Person and Unit General Manager must attend and successfully complete all required training, as set forth in subparagraphs 7.B – E. Should any actions (or inactions) of your Control Person or Unit General Manager cause the individual to fail to meet our standards and qualifications or should the action (or inaction) bring or tend to bring any of the Trademarks into disrepute or impair or tend to impair your or your Restaurant's reputation or the goodwill of the Trademarks, your Restaurant or the BUFFALO WILD WINGS® system, we have the right to require that you replace the Control Person or Unit General

Manager with an individual who meets our standards and qualifications within 30 days. Any new Control Person or Unit General Manager must attend and successfully complete our training requirements immediately after being appointed by you. The Control Person and Unit General Manager must ensure that the Restaurant is operated in accordance with the terms and conditions of this Agreement, although this in no way relieves you of your responsibilities to do so. Your Control Person also must be readily and continuously available to us. In addition to the Control Person and your Unit General Manager, you must have at least two assistant managers at all times during the term of this Agreement.

B. Training. You must, at your expense, comply with all of the training requirements we prescribe for the Restaurant to be developed under this Agreement. The Control Person, the Unit General Manager and at least two of your assistant managers must attend training and complete training to our satisfaction (such that at all times you have 3 trained managers for your Restaurant). All replacement managers must complete training to our satisfaction, and must begin training within 6 weeks of the time of hire. The training requirements may vary depending on our assessment of the experience of the Control Person, the Unit General Manager and the assistant managers or other factors specific to the Restaurant. In the event you are given notice of default as set forth in subparagraphs 13.A and B and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require as a condition of curing the default that you, the Control Person, the Unit General Manager and the assistant managers, at your expense, comply with the additional training requirements we prescribe. Any new Control Person or Unit General Manager must comply with our training requirements. Under no circumstances may you permit management of the Restaurant's operations by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

C. Ongoing Training. We may require the Control Person, the Unit General Manager, the assistant managers and other key employees of the Restaurant to attend, at your expense, ongoing training at our training facility, the Authorized Location or other location we designate. In addition, we may develop and require you to purchase an in-restaurant training program.

D. Staffing. You will employ a sufficient number of competent and trained employees to ensure efficient service to your customers. You must require all your employees to work in clean uniforms approved by us, but furnished at your cost or the employees' cost as you may determine. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever.

E. Attendance at Meetings. You and the Control Person must attend, at your expense, all annual franchise conventions we may hold or sponsor and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, restaurant management, sales or sales promotion, or similar topics. If you or the Control Person are not able to attend a meeting or convention, you must notify us prior to the meeting and must have a substitute person acceptable to us attend the meeting. In addition, your Unit General Manager(s) must attend the annual training meeting for Unit General Managers that we may hold or sponsor, at your own expense. We reserve the right to require that you and/or your Control Person attend any additional meetings that we deem appropriate under special circumstances, provided however, that we will not require more than one additional meeting every year and we will give you written notice of any such meeting at least 10 days prior to the meeting.

#### ADVERTISING

8. You agree to actively promote your Restaurant, to abide by all of our advertising requirements and to comply with the following provisions:

A. Advertising Fund. You must pay to us an Advertising Fee as set forth in subparagraph 9.C. All Advertising Fees will be placed in an Advertising Fund that we own and manage. On behalf of our company and affiliate owned restaurants (except for “Special Sites”), we will pay the same Advertising Fee as similarly situated franchised restaurants (based on age and type of location) in the same local marketing area. The Advertising Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to the Advertising Fund; provided, however, we will make a good faith effort to expend such fees in a manner that we determine is in the general best interests of the System. We use the Advertising Fund to conduct national, regional and/or local advertising. We have the right to determine the expenditures of the amounts collected and the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs. Because of the methods used, we are not required to spend a prorated amount on each restaurant or in each advertising market. We have the right to make disbursements from the Advertising Fund for expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns. Without limiting the generality of the foregoing, the Advertising Fund may be used for the following purposes: (1) salaries, benefits and any other payments made to employees or any other individual or entity providing services to the Fund, and administrative costs, salaries and other expenses for marketing support personnel and operating expenses; (2) broadcast, digital, print or other advertising; (3) the creation, development and production of advertising and promotional materials (*i.e.*, print ads, radio, film and television commercials, digital assets, videotapes, direct mail pieces and other print advertising); (4) any marketing or related research and development (e.g., innovation, technology, and so on); and (5) advertising and marketing expenses, including product and food research and development, services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies, menus and menu designs, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of our website and intranet system, internet access provider costs, subscriptions to industry newsletters or magazines, and other marketing related expenditures we specify.. If requested, we will provide you an annual unaudited statement of the financial condition of the Advertising Fund.

B. Required Local Expenditures. You must use your best efforts to promote and advertise the Restaurant and participate in any local marketing and promotional programs we establish from time to time. In addition to the Advertising Fee, you are required to spend ½% of your Gross Sales on approved local marketing and promotion. Upon our request, you must provide us with itemization and proof of marketing and an accounting of the monies that you have spent for approved local marketing. If you fail to make the required expenditure, we have the right to collect and contribute the deficiency to the Advertising Fund.

C. Approved Materials. You must use only such advertising materials (including any print, radio, television, electronic, or other media forms that may become available in the future) as we furnish, approve or make available, and the materials must be used only in a manner that we prescribe. Furthermore, any promotional activities you conduct in the Restaurant or on its premises are subject to our approval. We will not unreasonably withhold approval of any sales promotion materials or media and activities; provided that they are current, in good condition, in good taste and accurately depict the Trademarks. Any point-of-sale posters or other promotional materials used by you must be current and in good condition. We may make available at a reasonable cost to you annually or at other reasonable intervals, a sales promotion kit containing new (or replacement) point-of-sale and other promotional materials.

D. Advertising Cooperatives. We have the right to designate local advertising markets and if designated, you must participate in and contribute to the cooperative advertising and marketing programs in your designated local advertising market. If established, you must contribute a minimum of ½% of Gross Sales to the local cooperative, which satisfies the local marketing

requirement described in subparagraph 8.B. If, however, the cooperative votes to spend a percentage greater than ½% per location, you must contribute such amount. Each BUFFALO WILD WINGS® restaurant, including those operated by us, our parent company or our affiliates (except Special Sites) within a designated local advertising area is a member of the local advertising cooperative and each restaurant has one vote on all matters requiring a vote. Each advertising cooperative will be required to adopt governing bylaws that meet our approval. We will provide each advertising cooperative with a sample form of bylaws, containing certain terms and conditions that we require, although the bylaws can not modify the voting structure set forth in this paragraph. We reserve the right to administer the advertising cooperatives' funds and require payment from its members via electronic funds transfer. The contribution amount designated by the cooperative must be on a percentage of Gross Sales basis and per Restaurant, and must be at least ½%. The members of each cooperative and their elected officers will be responsible for the administration of the advertising cooperative. Each advertising cooperative must engage the services of a professional advertising agency or media buyer that meets with our approval and has expertise in the industry and in the particular market. Further, you must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation. Each advertising cooperative will be required to prepare annual financial statements, which must be made available to all members of the cooperative and to us upon request. Also, each advertising cooperative must submit to us its meeting minutes upon our request. We have the right to require advertising cooperatives to be formed, changed, dissolved or merged.

E. Telephone Directory Listing. You must place a separate listing, or participate in a joint listing, in the primary yellow page directory serving the geographic area in which your Restaurant is located. The listing must contain such copy and proper use of the Trademarks as we specify. The cost of the listing must be paid by you or, in the case of a joint listing, by you and other participating BUFFALO WILD WINGS® restaurants. Your cost to advertise in the yellow pages as we direct will be included as part of your local advertising requirements under subparagraph 8.B. We will not specify an unreasonably expensive listing; we may, however, require you to advertise in more than one local telephone directory.

F. Participation in Certain Programs and Promotions. You must participate in all required advertising and promotional programs we establish. If the promotional program involves alcohol, or any Menu Item that is listed on the then-current BUFFALO WILD WINGS® printed menu (including any limited time offers), we may suggest, but will not require, that you offer the item at a price lower than the every day menu price. You must use and honor only system-wide gift cards, certificates and checks that we designate and you must obtain all certificates, cards or checks from an approved supplier. We have developed a gift card program and require that you sign the Affiliated Seller Agreement attached as Appendix E. At the time of termination or expiration, or the transfer of your rights under this Agreement, you must pay all amounts owed by you under the Affiliated Seller Agreement.

G. New Restaurant Opening Promotion. You must conduct certain advertising and public relations activities in connection with the opening of your Restaurant. We require you to spend, in addition to the required local advertising contribution described above, \$12,500 for such opening activities, which must be spent some time within 45 days prior and 45 days following the opening of your Restaurant, unless otherwise approved by us. In addition, you must perform opening advertising and promotions as required by this paragraph every time that you (i) relocate the Restaurant or (ii) reopen the Restaurant after having it closed for 30 days or more. Upon our request, you must provide to us proof of these expenditures. We have the right, but not the obligation, to collect and administer these funds on your behalf.

## FEES, REPORTING AND AUDIT RIGHTS

9. You must pay the fees described below and comply with the following provisions:

A. Initial Franchise Fee. You must pay to us a nonrefundable Initial Franchise Fee of \$\_\_\_\_\_. The Initial Franchise Fee, payable in full on the date you sign this Agreement, is earned upon receipt and is in consideration for our expenses incurred and services rendered in granting you the franchise rights.

B. Opening Team Expenses. You must reimburse us for the travel expenses and prorated salaries for the Opening Team members who assist you with the opening of your Restaurant. After you and your management staff have successfully completed the training program, we will arrange, at your expense, for an Opening Team consisting of one Regional Training Manager and (1) three or four “heart of house” trainers (depending on our specific assessment of your needs), and (2) four “front of house” trainers (i.e., two server trainers, one bar trainer, and one cash/greet trainer). The Opening Team will assist you in implementing the System at your Restaurant for two consecutive weeks (i.e., one week before the date that the Restaurant opens for business, and one week after). We estimate that your costs for a portion of the Opening Team charges included in the definition of Opening Team Expenses will range from \$7,500 to \$10,000, although these costs could be higher or lower depending on the number of training personnel we determine necessary for the Opening Team. We will remit an invoice to you within 30 days of the Restaurant’s opening date, and you agree to pay the invoice within ten days of your receipt of the invoice. We will not send an Opening Team, and you will not incur Opening Team Expenses, if we determine that you are capable of training, and in fact do train, your own staff prior to the opening of your Restaurant.

C. Royalty Fee. In addition to the Initial Franchise Fee, during the full term of this Agreement and in consideration of the rights granted to you, you must pay to us a weekly Royalty Fee. The Royalty Fee for the first half of the initial term of this Agreement shall be an amount equal to 5% of Gross Sales. The Royalty Fee for the second half of the initial term of this Agreement shall be an amount equal to the greater of (i) 5% of Gross Sales or (ii) the Royalty Fee being charged by us under our form of franchise agreement being used by us at any time during the second half of the initial term of the Agreement (or, if no form of franchise agreement is being used by us on such date, the Royalty Fee being charged by us under our latest form of franchise agreement), provided that the Royalty Fee may not be increased by more than ½% at any time during the initial term of the Agreement. The amount of the Royalty Fee for any renewal term shall be that provided in the franchise agreement executed for such renewal term.

D. Advertising Fee. You must pay to us a weekly Advertising Fee in an amount equal to 3% of Gross Sales. We reserve the right to increase this percentage upon 60 days written notice to you, provided, however, that we may not increase the Advertising Fee by more than ½% per year and that the Advertising Fee will not exceed 4% for the initial term of this Agreement. These fees are not held by us in trust and become our property to be spent in accordance with Paragraph 8 of this Agreement.

E. Computations and Remittances. Except for the Initial Franchise Fee, you must compute all amounts due and owing at the end of each week’s operation and remittance for the amounts must be made to us on or before Friday of the following week, accompanied by any reports we may require under subparagraph 9.I of this Agreement. We reserve the right to change the reporting day of the week for any or all amounts. You must certify the computation of the amounts in the manner and form we specify, and you must supply to us any supporting or supplementary materials as we reasonably require to verify the accuracy of remittances. You waive any and all existing and future claims and offsets against any amounts due under this Agreement, which amounts you must pay when due. We have the right to apply or cause to be applied against amounts due to us or any of our affiliates any

amounts that we or our affiliates may hold from time to time on your behalf or that we or our affiliates owe to you. Further, if you are delinquent in the payment of any amounts owed to us, we have the right to require you to prepay estimated Royalty Fees and Advertising Fees.

F. Electronic Transfer of Funds. You must sign an electronic transfer of funds authorization, attached as Appendix D, to authorize and direct your bank or financial institution to transfer electronically, on a weekly basis, directly to our account or our affiliates' and to charge to your account all amounts due to us or our affiliates. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph.

G. Interest Charges; Late Fees. Any and all amounts that you owe to us or to our affiliates will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In addition to interest charges on late Royalty Fee and Advertising Fee payments, you must pay to us a service charge of \$150 for each delinquent report or payment that you owe to us under this Agreement. A payment is delinquent for any of the following reasons: (i) we do not receive the payment on or before the date due; or (ii) there are insufficient funds in your bank account to collect the total payment by a transfer of funds on or after the date due. The service charge is not interest or a penalty, it is only to compensate us for increased administrative and management costs due to late payment.

H. Financial Planning and Management. You must record daily all sales on a cash register tape or similar device. You must keep books and records and submit reports as we periodically require, including but not limited to a monthly profit plan, monthly balance sheet and monthly statement of profit and loss, records of prices and special sales, check registers, purchase records, invoices, sales summaries and inventories, sales tax records and returns, payroll records, cash disbursement journals and general ledger, all of which accurately reflect the operations and condition of your Restaurant operations. You must compile, keep and submit to us the books, records and reports on the forms and using the methods of bookkeeping and accounting as we periodically may prescribe. The records that you are required to keep for your Restaurant must include detailed daily sales, cost of sales, and other relevant records or information maintained in an electronic media format and methodology we approve. You must provide this information to us according to reporting formats, methodologies and time schedules that we establish from time to time. You also must preserve and retain the books, records and reports for not less than 36 months. You must allow us electronic and manual access to any and all records relating to your Restaurant.

I. Reports and Audit. You must submit your Gross Sales daily via our intranet system or through other electronic data interfaces that we may define at a future date. You must verify the accuracy of the Gross Sales figure by Tuesday at midnight of each week for the preceding week. You must submit to us all reports with respect to the preceding month by the dates and in the form and content as we periodically prescribe. The reports we may require include, but are not limited to, the following information for the preceding month: (i) amount of Gross Sales and gross receipts of the Restaurant, amount of sales tax and the computation of the Royalty Fee and the Advertising Fee; (ii) quantities of products purchased and the sources from which each were obtained; (iii) if we request, copies of your most recent sales tax return, monthly cash register sales summary or details and monthly balance sheet and statement of profit and loss, including a summary of your costs for utilities, labor, rent and other material cost items; and (iv) if requested by us to verify your Gross Sales, all such books and records as we may require under our audit policies published from time to time. You also must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements, including a supplemental



schedule of revenue and expenses prepared in the format we may periodically prescribe. We may require that the annual financial statements be reviewed or audited by a certified public accountant. You must certify all reports to be true and correct. You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirement on our other franchisees.

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to the Restaurant are kept and to evaluate, copy and audit such books and records. We also have the right to request information from your suppliers and vendors. In the event that any evaluation or audit reveals any understatement of your Gross Sales, Royalty Fees or Advertising Fees in any month by an individual or combined total of 1.25% or more from data reported to us, then, in addition to any other rights we may have (including collection of amounts owed with respect to any understatement), you must reimburse us for all audit costs including, but not limited to, related professional fees, travel, and room and board expenses. Furthermore, we may conduct additional periodic audits and/or evaluations of your books and records, at your sole expense, as we reasonably deem necessary for up to 3 years thereafter. You acknowledge and agree that if you intentionally understate or underreport Gross Sales, Royalty Fees or Advertising Fees, or if a subsequent audit or evaluation conducted within the 3-year period reveals any understatement or a variance of these fees by an individual or combined total of 1.25% or more, in addition to any other remedies provided in this Agreement, at law or in equity, we have the right to terminate this Agreement in accordance with Subparagraph 13.B.2. To verify the information you supply, we have the right to reconstruct your sales through the inventory extension method or any other reasonable method of analyzing and reconstructing sales. You agree to accept any such reconstruction of sales unless you provide evidence in a form satisfactory to us of your sales within a period of 14 days from the date of notice of understatement or variance. You must fully cooperate with us or our representative in performing these activities and any expenses incurred by us from your lack of cooperation shall be reimbursed by you.

We will keep your financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding or in a manner as set forth in subparagraph 11.D.8 or where your information is grouped with similar information from other restaurants to produce shared results like high-low ranges or average gross sales or expenses on a system-wide or regional basis.

#### YOUR OTHER OBLIGATIONS; NONCOMPETE COVENANTS

10. You agree to comply with the following terms and conditions:

A. Payment of Debts. You agree to pay promptly when due: (i) all payments, obligations, assessments and taxes due and payable to us and our affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your business; (ii) all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Restaurant or business; and (iii) all accounts and other indebtedness of every kind incurred by you in the conduct of the Restaurant or business. In the event you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

B. Indemnification. You hereby waive all claims against us for damages to property or injuries to persons arising out of the operation of your Restaurant. You must fully protect, indemnify and hold us and our owners, directors, officers, insurers, successors and assigns and our affiliates harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Restaurant (regardless of cause or any concurrent or contributing fault or negligence of

us or our affiliates) or any breach by you or your failure to comply with the terms and conditions of this Agreement. We also reserve the right to select our own legal counsel to represent our interests, and you must reimburse us for all our costs and all attorneys' fees immediately upon our request as they are incurred.

We hereby waive all claims against you for damages to property or injuries to persons arising out of the operation of our company or affiliate owned restaurants. We must fully protect, indemnify and defend you and your affiliates and hold you and them harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of our company or affiliate owned restaurants (regardless of cause or any concurrent or contributing fault or negligence of you) or any breach by us or our failure to comply with the terms and conditions of this Agreement.

C. Insurance. You must purchase and maintain in full force and effect, at your expense and from a company we accept, insurance that insures both you and us, our affiliates and any other persons we designate by name. The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, shall include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing): (i) property insurance on the Restaurant, restaurant improvements and all fixtures, equipment, supplies and other property used in the operation of the Restaurant; (ii) business interruption insurance that covers your loss of income and our Royalty Fees; (iii) comprehensive general liability insurance (including umbrella liability); (iv) liquor liability insurance; (v) automobile liability insurance on all owned, hired, rented and non-owned vehicles; and (vi) workers' compensation (including terrorism) and employer's liability insurance covering all of your employees. In addition, the required liability insurance must (i) name Buffalo Wild Wings, Inc., Buffalo Wild Wings International, Inc. and affiliates (collectively, "BWW Entities") as additional insureds; (ii) provide severability of interests and/or separation of insureds coverage; and (iii) be primary and non-contributory with any insurance policy carried by the BWW Entities.

You must deliver to us or our designee at commencement and thereafter annually or at our or our designee's request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph. The insurance certificate must show compliance with all required insurance specifications. We also may request copies of all policies. We may from time to time modify the required minimum limits and require additional insurance coverage, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the BUFFALO WILD WINGS system, standards of liability and higher damage awards. If you do not procure and maintain the insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

D. Noncompete Covenants. You agree that you will receive valuable training and Confidential Information that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term "you" as used in this subparagraph 10.D includes, collectively and individually, your Control Person, all Principal Owners, guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you. We may require you to obtain from your Control Person and other individuals identified in the preceding sentence a signed non-compete agreement

in a form satisfactory to us that contains the non-compete provisions of this subparagraph 10.D.

2. You covenant that during the term of this Agreement you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any restaurant or food business other than one authorized by this Agreement or any other agreement between us and you, except any interest you may have, at the Effective Date of this Agreement, in a restaurant or food business other than a casual or fast casual restaurant. Under no circumstances may you be a member of a franchisee advisory council, committee, board or other similar group for a restaurant or food business, unless you receive our prior written approval.

3. You covenant that you will not, for a period of 2 years after the expiration or termination of this Agreement, regardless of the cause of termination, or within 2 years of the sale of the Restaurant or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in (i) a casual or fast casual restaurant that sells or offers to dispense prepared food products the same as or similar to the type sold in BUFFALO WILD WINGS® restaurants; (ii) a video entertainment-oriented, casual or fast casual restaurant or bar business; or (iii) any business establishment that sells or offers to dispense prepared chicken wings or legs:

- a. At the premises of the former Restaurant;
- b. Within a 5-mile radius of the former Restaurant; or
- c. Within a 5-mile radius of the location of any other business or restaurant using the BUFFALO WILD WINGS® System, whether franchised or owned by us or our affiliates.

For purposes of this subparagraph, a video entertainment-oriented, casual or fast casual restaurant or bar is one with more than two screens, or any screen larger than 21 inches, available for the viewing of different events.

4. You agree that the length of time in subpart (3) will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

#### TRANSFER OF FRANCHISE

11. You agree that the following provisions govern any transfer or proposed transfer:

A. Transfers. We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Restaurant. Consequently, neither your interest in this Agreement or you nor in the Restaurant may be transferred or assigned to or assumed by any other person or entity (the "assignee"), in whole or in part, unless you have first tendered to us the right of first refusal to acquire this Agreement in accordance with subparagraph 11.F, and, if we do not exercise such right, unless our prior written consent is obtained, the transfer fee provided for in subparagraph 11.C is paid, and the transfer conditions described in subparagraph 11.D are satisfied. Any sale (including installment sale),

lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the business to a person or entity who shares in the losses or profits of the business in a manner other than as an employee will be considered a transfer for purposes of this Agreement. Specifically, but without limiting the generality of the foregoing, the following events constitute a transfer and you must comply with the right of first refusal, consent, transfer fee, and other transfer conditions in this Paragraph 11:

1. Any change or any series of changes in the percentage of the franchisee entity owned, directly or indirectly, by any Principal Owner which results in any addition or deletion of any person or entity who qualifies as a Principal Owner;
2. Any change in the general partner of a franchisee that is a general, limited or other partnership entity; or
3. For purposes of this subparagraph 11.A, a pledge or seizure of any ownership interests in you or in any Principal Owner that affects the ownership of 25% or more of you or any Principal Owner, which we have not approved in advance in writing.

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in subparagraph 11.F, and if we do not exercise such right, must apply for and obtain our consent to the transfer, pay the transfer fee provided for in subparagraph 11.C, and satisfy the transfer conditions described in subparagraph 11.D. In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you.

You may not place in, on or upon the location of the Restaurant, or in any communication media or any form of advertising, any information relating to the sale of the Restaurant or the rights under this Agreement, without our prior written consent.

B. Consent to Transfer. We will not unreasonably withhold our consent to transfer, provided that all of the conditions described in this Paragraph 11 have been satisfied. Application for our consent to a transfer and tender of the right of first refusal provided for in subparagraph 11.F must be made by submission of our form of application for consent to transfer. You also agree to submit other information and documents (including a copy of the proposed purchase or other transfer agreement) we require under our then-current transfer procedures. The application must indicate whether you or a Principal Owner proposes to retain a security interest in the property to be transferred. No security interest may be retained or created, however, without our prior written consent and except upon conditions acceptable to us. Any agreement used in connection with a transfer shall be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately must notify us of any proposed transfer and must submit promptly to us the application for consent to transfer. Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void, your interest in this Agreement will be voluntarily abandoned, and it will provide us with the right to elect either to deem you in default and terminate this Agreement or to collect from you and the guarantors a transfer fee equal to two times the transfer fee provided for in subparagraph 11.C.

C. Transfer Fee. The transfer fee is \$12,500. You must submit to us a \$5,000 deposit at the time you submit an application for consent to transfer. We have the right to increase the deposit above \$5,000 and up to \$12,500 if we believe our costs and expenses will exceed \$5,000. We will

refund the \$5,000 (or any increased deposit amount) less our costs and expenses (including our time) if the transfer is not completed. If the transfer proceeds, the \$7,500 balance (or any adjusted balance amount) on the transfer fee is due to us prior to the closing of the transfer and the entire \$12,500 transfer fee becomes nonrefundable at that time. Payment of the transfer fee is a condition of transfer under subparagraph 11.D. If the transfer is part of a simultaneous, multiple restaurant transfer, the transfer fee will be modified as follows: the transfer fee for the first restaurant is \$12,500, the transfer fee for the second through tenth restaurants is \$2,500 per restaurant, with no additional transfer fee beyond the tenth restaurant. If, however, our costs and expenses in reviewing and processing the transfer, including attorneys' fees, exceed the applicable transfer fee, then in addition to the transfer fee you agree to cover those additional costs and expenses (including our time).

D. Conditions of Transfer. We condition our consent to any proposed transfer, whether to an individual, a corporation, a partnership or any other entity upon the following:

1. Assignee Requirements. The assignee must meet all of our then-current requirements for any potential new franchisee at the time of the proposed transfer.

2. Payment of Amounts Owed. All amounts owed by you to us or any of our affiliates, your suppliers or any landlord for the Restaurant premises and Authorized Location, or upon which we or any of our affiliates have any contingent liability must be paid in full.

3. Reports. You must have provided all required reports to us in accordance with subparagraphs 9.G and H.

4. Modernization. You must have complied with the provisions of subparagraph 5.E.

5. Guarantee. In the case of an installment sale for which we have consented to you or any Principal Owner retaining a security interest or other financial interest in this Agreement or the business operated thereunder, you or such Principal Owner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

6. General Release. You, each Principal Owner and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Restaurant or the parties' business relationship, in the form we designate, releasing us and our affiliates.

7. Execution of Then-Current Franchise Agreement. The assignee executes our then-current form of franchise agreement (modified to reflect that the term is only the remainder of the term under this Agreement and other modifications to reflect that the agreement relates to a transfer), the terms of which may differ from this Agreement, including higher fees and modifications to the Designated Area (although in no event will the revised Designated Area have a residential population of the lesser of approximately 30,000 to 40,000 or the residential population that existed as of the Effective Date).

8. Training. The assignee must, at your or assignee's expense, comply with the training requirements of subparagraph 7.B.

9. Financial Reports and Data. We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the Restaurant and its operations reasonably necessary or appropriate for assignee and/or us to evaluate the Restaurant and the proposed transfer. You agree that we have the right to confer with proposed

assignees and furnish them with information concerning the Restaurant and proposed transfer without being held liable to you, except for intentional misstatements made to an assignee. Any information furnished by us to proposed assignees is for the sole purpose of permitting the assignees to evaluate the Restaurant and proposed transfer and must not be construed in any manner or form whatsoever as earnings claims or claims of success or failure.

10. Other Franchise Agreements. You must be in full compliance with all your obligations under any and all Franchise Agreements and Area Development Agreements executed between you and us.

11. Other Conditions. You must have complied with any other conditions that we reasonably require from time to time as part of our transfer policies, provided that such conditions will not be more stringent than any conditions otherwise imposed on new franchisees signing the then-current franchise agreement.

E. Death, Disability or Incapacity. If any individual who is a Principal Owner dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as a Principal Owner, such person or entity must apply for our consent under subparagraph 11.B, comply with the training requirements of subparagraph 7.B if the Principal Owner also was the Control Person (unless the heir or successor-in-interest finds another Principal Owner to qualify as the Control Person), pay the applicable transfer fee under subparagraph 11.C, and satisfy the transfer conditions under subparagraph 11.D, as in any other case of a proposed transfer, all within 180 days of the death or event of disability or incapacity. During any transition period to an heir or successor-in-interest, the Restaurant still must be operated in accordance with the terms and conditions of this Agreement. If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us and we will not have a right of first refusal as set forth in subparagraph 11.F.

F. Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in you or the business, in whole or in part, to any third party, including, without limitation, any transfer contemplated by subparagraph 11.E or any transfer described in subparagraph 11.A, you first must offer to sell to us your interest under the same terms. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer. In the event the proposed transfer results from a transfer under subparagraphs 11.A.1 through 11.A.3, or your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, you first must offer to sell to us your interest in this Agreement and the land, building, equipment, furniture and fixtures, and any leasehold interest used in the operation of your Restaurant. Unless otherwise agreed to in writing by us and you, the purchase price for our purchase of assets in the event of a transfer that occurs by a transfer under subparagraphs 11.A.1 through 11.A.3, insolvency or bankruptcy filing will be established by a qualified appraiser selected by the parties and in accordance with the price determination formula established in subparagraph 14.B (the formula that includes the value of any goodwill of the business) in connection with an asset purchase upon expiration. In addition, unless otherwise agreed to in writing by us and you, the transaction documents, which we will prepare, will be those customary for this type of transaction and will include representations and warranties then customary for this type of transaction. If the parties cannot agree upon the selection of such an appraiser, a Judge of the United States District Court for the District in which the Authorized Location is located will appoint one upon petition of either party.

You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report and all other information we have requested.

We then have 45 days from our receipt of the statement setting forth the third-party offer or the appraiser's report and other requested information to accept the offer by delivering written notice of acceptance to you. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us; provided, however, we have the right to substitute equivalent cash for any noncash consideration included in the offer. If we fail to accept the offer within the 45-day period, you will be free for 60 days after such period to effect the disposition described in the statement delivered to us provided such transfer is in accordance with this Paragraph 11. You may effect no other sale or assignment of you, this Agreement or the business without first offering the same to us in accordance with this subparagraph 11.F.

G. Transfer to Immediate Family Members and among Principal Owners. If the transfer is between an original Principal Owner or an individual who has been a Principal Owner for at least five years and an immediate family member of that owner, or if the transfer is among individuals who have each been Principal Owners for at least five years, then the following apply: (i) no transfer fee will be payable to us, although you must reimburse us for our reasonable costs and expenses in an amount not to exceed \$12,500; (ii) we will waive our right of first refusal described in subparagraph 11.F; and (iii) we will not require the execution of the then-current franchise agreement, as required by subparagraph 11.D.7. All other provisions of this Paragraph 11 apply in full force and effect to the type of transfer described in this subparagraph.

H. Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this Agreement.

#### DISPUTE RESOLUTION

12. The following provisions apply with respect to dispute resolution:

A. Arbitration; Mediation. Except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, any lease or sublease for the Restaurant or Authorized Location, the parties' relationship, or the business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place in Minneapolis, Minnesota, or at such other place as may be mutually agreeable to the parties. Any arbitration must be resolved on an individual basis and not joined as part of a class action or the claims of other parties. The arbitrators must follow the law and not disregard the terms of this Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court in Minnesota or the state of the Authorized Location.

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered under subparagraph 12.B, provided that the party seeking mediation must notify the other party of its intent to mediate prior to the termination of this Agreement. Mediation will be conducted by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If not resolved within 30 days, or if one party refuses to participate in mediation as outlined herein, the parties are free to pursue arbitration. Mediation is a compromise

negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential.

B. Injunctive Relief. Notwithstanding subparagraph 12.A above, you recognize that the Restaurant is one of a large number of restaurants and stores identified by the Trademarks and similarly situated and selling to the public similar products, and the failure on the part of a single franchisee to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all of our other franchisees. Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. Similarly, it is mutually agreed that in the event of our breach or threatened breach of any of the terms of this Agreement, you will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party. Finally, we and our affiliates have the right to commence a civil action against you or take other appropriate action for the following reasons: to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Trademarks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

C. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Restaurant or Authorized Location, or the business will be entitled to recover its reasonable attorneys' fees and costs.

#### DEFAULT AND TERMINATION

13. The following provisions apply with respect to default and termination:

A. Defaults. You are in default if we determine that you or any Principal Owner or guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes making any false report to us, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us or any of our affiliates, actions by you, a Principal Owner, or a guarantor that infringe upon, harm or contest our parent company's rights in any of the Trademarks or the goodwill associated with the Trademarks or impair or tend to impair your reputation, any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against you or any Principal Owner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

B. Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise expressly provided in this subparagraph 13.B or elsewhere in the Agreement: (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii)



the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination: any material misrepresentation or omission in your franchise application, your voluntary abandonment of this Agreement or the Authorized Location, the loss or revocation of your liquor license or suspensions totaling 90 days over any 5 year period, the loss of your lease, the failure to timely cure a default under the lease, the loss of your right of possession or failure to reopen or relocate under subparagraph 5.D, the closing of the Restaurant by any state or local authorities for health or public safety reasons, any unauthorized use of the Confidential Information, insolvency of you, a Principal Owner, the Control Person or guarantor, you, a Principal Owner, the Control Person or guarantor making an assignment or entering into any similar arrangement for the benefit of creditors, any default under this Agreement that materially impairs the goodwill associated with any of the Trademarks, conviction of you, any Principal Owners, the Control Person, or guarantors of (or pleading no contest to) any felony regardless of the nature of the charges, or any actions that infringe upon, harm or contest or parent company's rights in any of the Trademarks or the goodwill associated with the Trademarks or impair or tend to impair your reputation, intentionally understating or underreporting Gross Sales, Royalty Fees or Advertising Fees or any understatement or 1.25% variance on a subsequent audit within a 3 year period under subparagraph 9.I, failure to open the Restaurant by the Required Open Date, failure to execute the lease (including the Lease Addendum) or the Purchase Agreement for the Restaurant by the date stated subparagraph 5.A, failure to start substantial construction of the Restaurant by the date established in subparagraph 5.B, failure to secure financing for the construction of the Restaurant by the date set forth in subparagraph 5.B, violation by you of the provisions of subparagraph 15.P, any unauthorized transfer or assignment in violation of Paragraph 11 or any default by you that is the second same or similar default within any 12-month consecutive period or the fourth default of any type within any 24-month consecutive period.

3. Immediate Termination After No More than 24 Hours to Cure. In the event that a default under this Agreement occurs that violates any health safety or sanitation law or regulation, violates any system standard as to food handling, cleanliness, health and sanitation, or if the operation of the Restaurant presents a health or safety hazard to your customers or to the public (for example, improper cooking or storage procedures used for chicken wings): (i) you will have no more than 24 hours after we provide written notice of the default to cure the default; and (ii) if you fail to cure the default within the 24 hour period, this Agreement will terminate effective immediately on our issuance of written notice of termination.

4. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.

C. Termination by You. You may terminate this Agreement as a result of a breach by us of a material provision of this Agreement provided that: (i) you provide us with written notice of the breach that identifies the grounds for the breach; and (ii) we fail to cure the breach within 30 days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective 60 days

after our receipt of your written notice of breach. Your termination of this Agreement under this Paragraph will not release or modify your Post-Term obligations under Paragraph 14 of this Agreement.

#### POST-TERM OBLIGATIONS

14. Upon the expiration or termination of this Agreement:

A. Reversion of Rights; Discontinuation of Trademark Use. All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct business under the Trademarks at the Authorized Location will revert to us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. Upon our demand, you must assign to us or our assignee your remaining interest in any lease then in effect for the Restaurant (although we will not assume any past due obligations). You must immediately comply with the post-term noncompete obligations under subparagraph 10.D, cease all use and display of the Trademarks and of any proprietary material (including the manual and the product preparation materials) and of all or any portion of point-of-sale materials furnished or approved by us, assign all right, title and interest in the telephone numbers for the Restaurant and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You must pay all sums due to us, our affiliates or designees and all sums you owe to third parties that have been guaranteed by us or any of our affiliates. You must immediately return to us, at your expense, all copies of the manuals and product preparation materials then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions of subparagraph 6.J. You must promptly at your expense and subject to subparagraph 14.B, remove or obliterate all Restaurant signage, displays or other materials (electronic or tangible) in your possession at the Authorized Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks and so alter the appearance of the Restaurant as to differentiate the Restaurant unmistakably from duly licensed restaurants identified by the Trademarks. If you refuse to comply with the provisions of the preceding sentence, we have the right to enter the Authorized Location and remove all Restaurant signage, displays or other materials in your possession at the Authorized Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks, and you must reimburse us for our costs incurred. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement, you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement.

B. Purchase Option. We have the right to purchase or designate a third party that will purchase all or any portion of the assets of your Restaurant that are owned by you or any of your affiliates including, without limitation, the land, building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements, liquor license and inventory of the Restaurant at a price determined by a qualified appraiser (or qualified appraisers if one party believes it is better to have a real estate appraiser appraise the value of the land and building and a business appraiser appraise the Restaurant's other assets) selected with the consent of both parties, provided we give you written notice of our preliminary intent to exercise our purchase rights under this Paragraph within 30 days after the date of the expiration or termination of this Agreement. If the parties cannot agree upon the selection of an appraiser(s), one or both will be appointed by a Judge of the United States District Court for the District in which the Authorized Location is located upon petition of either party.

In the event the Agreement is terminated (rather than if it expires), the price determined by the appraiser(s) will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of a BUFFALO WILD WINGS® Restaurant and the appraiser will designate a price for each category of asset (e.g., land, building, equipment, fixtures, etc.), but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Trademarks and the

System. In the event that the Agreement expires (rather than if it is terminated), the price determined by the appraiser(s) will be the reasonable fair market value of the assets, as stated in the prior sentence, plus the value of any goodwill of the business, attributable to your operation of the Restaurant. In the event of expiration, however, the parties agree that you may elect not to include the land in the appraisal and option to purchase process. In this instance, you may elect to lease the land to us or our designee for a lease term of at least 10 years with two 5-year options to renew and for a primary rate equal to fair market value according to the applicable Building Office Management Association Guidelines, unless otherwise agreed to by the parties.

Within 45 days after our receipt of the appraisal report, we or our designated purchaser will identify the assets, if any, that we intend to purchase at the price designated for those assets in the appraisal report. We or our designated purchaser and you will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner. We and you will each pay one-half of the appraiser's fees and expenses. Our interest in the assets of the Restaurant that are owned by you or your affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party. Upon our or our designated purchaser's exercise of the purchase option and tender of payment, you agree to sell and deliver, and cause your affiliates to sell and deliver, the purchased assets to us or our designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause your affiliates to execute and deliver, to us or our designated purchaser a bill of sale therefore and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased.

If we do not exercise our option to purchase under this subparagraph, you may sell or lease the Restaurant premises to a third party purchaser, provided that your agreement with the purchaser includes a covenant by the purchaser, which is expressly enforceable by us as a third party beneficiary, pursuant to which the purchaser agrees, for a period of 2 years after the expiration or termination of this Agreement, not to use the premises for the operation of a restaurant business that has a menu or method of operation similar to that employed by our company-owned or franchised restaurants.

C. Claims. You and your Principal Owners and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement or the BUFFALO WILD WINGS® business after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement; provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

#### GENERAL PROVISIONS

15. The parties agree to the following provisions:

A. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify Appendices and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the addenda and appendices hereto and the application form executed by you requesting us to enter into this Agreement constitute the sole agreement between the parties with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to the business. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business. There are no representations or warranties of any kind, express or implied, except as contained herein and in the aforesaid application. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as follows:

1. If intended for us, addressed to General Counsel, Buffalo Wild Wings International, Inc., 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416;

2. If intended for you, addressed to you at \_\_\_\_\_  
\_\_\_\_\_ or at the Authorized Location; or,

in either case, as the intended party may change such address by written notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by the Control Person or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

E. References. If the franchisee is 2 or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement include all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.

F. Guarantee. All Principal Owners of a franchisee that is a corporation, limited liability company, partnership or other legal entity must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal Owner pursuant to the provisions of Paragraph 11 or otherwise must execute the form of undertaking and guarantee at the end of this Agreement within 10 days from the date such person or entity becomes a Principal Owner; provided, however, that any person or entity who becomes a Principal Owner shall automatically acquire all the obligations of a Principal Owner under this Agreement at the time such person or entity becomes a Principal Owner. Before approving and entering into any transaction that would make any person or entity a Principal Owner, you must notify such person about the content of this subparagraph.

G. Successors/Assigns. Subject to the terms of Paragraph 11 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

H. Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Paragraph 12 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Authorized Location is located. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which the Authorized Location is located.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the requirements of subparagraph 5.E and other express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

I. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Paragraph 12, must be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph and, with a complete understanding thereof, agree to be bound in the manner set forth.

J. Jury Waiver. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

K. Waiver of Punitive Damages. You and your affiliates and we and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

L. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. Without limiting the generality of the foregoing, we shall have no liability in connection with or related to the products or services rendered to you by any third party, even if we required, approved or consented to the product or service or designated or approved the supplier.

M. Force Majeure. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

N. Adaptations and Variances. Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the Menu Items and other standards, specifications, and requirements for any franchised restaurant or franchisee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such restaurant or store, franchisee's business or the System. We are not required to grant to you a like or other variation as a result of any variation from standard menus, specifications or requirements granted to any other franchisee. You acknowledge that you are aware that our other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to other agreements may differ materially in certain instances from your rights and obligations under this Agreement.

O. Notice of Potential Profit. We and/or our affiliates may from time to time make available to you or require you to purchase goods, products and/or services for use in your Restaurant on the sale of which we and/or our affiliates may make a profit. Further, we and/or our affiliates may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

P. Interference with Employment Relations. During the term of this Agreement, neither we nor you may employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior 6 months employed in any type of managerial position by the other party or any of its affiliates, or by any franchisee in the system. In the event that you violate this provision, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 13.B.2. In addition, any party who violates this provision agrees to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to 2 times the annual compensation that the person being hired away was receiving at the time the violating party offers her/him employment. You agree that this amount is for the damages that the non-violating party will suffer for the loss of the person hired away by the other party, including the costs of finding, hiring and training a new

employee and for the loss of the services and experience of the employee hired away, and that it would be difficult to calculate with certainty the amount of damage that the non-violating party will incur. Notwithstanding the foregoing, if a court determines that this liquidated damages payment is unenforceable, then the non-violating party may pursue all other available remedies, including consequential damages. This subparagraph will not be violated if (i) at the time we or you employ or seek to employ the person, the former employer has given its written consent or (ii) we employ or seek to employ the person in connection with the transfer of the Restaurant to us or any of our affiliates. The parties acknowledge and agree that any franchisee from whom an employee was hired by you in violation of this subparagraph shall be a third-party beneficiary of this provision, but only to the extent they may seek compensation from you.

Q. Updating Your Franchise Agreement. If at any time during the term of this Agreement you and us enter into a subsequent franchise agreement (the “Subsequent Agreement”) granting you the right to operate another BUFFALO WILD WINGS® restaurant and the terms of the Subsequent Agreement are different from the terms of this Agreement, you will have the right to request that this Agreement be replaced by a franchise agreement containing terms and conditions similar to the Subsequent Agreement (the “New Agreement”), but such right shall be conditioned upon you meeting all the conditions stipulated in subparagraph 4.B of this Agreement, except that you shall pay a fee of only \$2,500; provided, however, that the term under the New Agreement shall be equal to the term left under this Agreement at the time of the execution of the New Agreement. You must exercise the rights granted under this subparagraph within 30 days after the date you execute the Subsequent Agreement.

R. Effective Date. We will designate the “Effective Date” of this Agreement in the space provided on the cover page. If no Effective Date is designated on the cover page, the Effective Date is the date when we sign this Agreement. However, as described in subparagraph 5.A, you do not have the right to, and may not, open and commence operation of a Restaurant at the Authorized Location until we notify you that you have satisfied all of the pre-opening conditions set forth in this Agreement.

S. Acknowledgment of Prohibition on Insider Trading. Federal law and our parent company’s policy prohibit purchasing or selling stock in Buffalo Wild Wings, Inc. (“BWW”) by anyone in possession of material, non-public information concerning BWW. While it is not possible to define “material information” to cover every set of circumstances that might arise, a general guide is that information is considered “material” if there is a substantial likelihood that a reasonable investor would consider it important in determining whether to buy, sell or hold stock. Violations of insider trading laws may be punishable by fines and/or imprisonment. During the terms of this Agreement, you may be provided with material, non-public information regarding BWW. You hereby acknowledge that you are familiar with insider trading laws and will not purchase or sell BWW stock while in possession of material, non-public information, nor will you disclose such information to third-parties.

[Signatures appear on the following page.]

**IN WITNESS WHEREOF**, the parties have executed this Franchise Agreement on the dates written below.

FRANCHISEE: (For an Entity)

Date: \_\_\_\_\_

\_\_\_\_\_,  
a \_\_\_\_\_  
(Please type or print name and type of entity)

By: \_\_\_\_\_  
(Signature of person signing on behalf of entity)

\_\_\_\_\_  
(Please type or print name of person  
signing on behalf of entity)

Its: \_\_\_\_\_  
(Please type or print title of person  
signing on behalf of entity)

FRANCHISEE: (For an Individual)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please type or print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please type or print)

Signature: \_\_\_\_\_

US:

**BUFFALO WILD WINGS  
INTERNATIONAL, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



PERSONAL GUARANTY AND AGREEMENT TO BE BOUND  
PERSONALLY BY THE TERMS AND CONDITIONS  
OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement (the "Agreement") between BUFFALO WILD WINGS INTERNATIONAL, INC. ("we" or "us") and \_\_\_\_\_ (the "Franchisee"), dated \_\_\_\_\_, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement, including but not limited to the non-compete provisions in subparagraph 10.D, and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Agreement.

The undersigned waive: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

FRANCHISEE: \_\_\_\_\_

PERSONAL GUARANTORS:

Individually	
Print Name	
Address	
City	State
Zip Code	
Telephone	

Individually	
Print Name	
Address	
City	State
Zip Code	
Telephone	

---

Individually

---

Print Name

---

Address

---

City                      State                      Zip Code

---

Telephone

---

Individually

---

Print Name

---

Address

---

City                      State                      Zip Code

---

Telephone

OWNERSHIP AND MANAGEMENT ADDENDUM TO  
BUFFALO WILD WINGS® FRANCHISE AGREEMENT

1. Control Person. You represent and warrant to us that the following person, and only the following person, is the Control Person:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
<hr/>		

2. Ownership. You represent and warrant to us that the following person(s) and entities, and only the following person(s) and entities, have ownership interests in the franchisee entity:

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
<hr/>		
<hr/>		
<hr/>		

3. Change. You must immediately notify us in writing of any change in the information contained in this Addendum and, at our request, prepare and sign a new Addendum containing the correct information.

4. Effective Date. This Addendum is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Your Initials

\_\_\_\_\_  
Our Initials

Appendix A to the Franchise Agreement

**Trademarks**

You have the right to use the following Trademarks in accordance with the terms of the Franchise Agreement:

Service Mark: BUFFALO WILD WINGS  
Registration No.: 2,239,550  
Registration Date: April 13, 1999

Service Mark: BUFFALO WILD WINGS GRILL & BAR (Design Mark)  
Registration No.: 2,187,765  
Registration Date: September 8, 1998



Service Mark: BUFFALO WILD WINGS. WINGS. BEER. SPORTS.  
(Design Mark)  
Serial No. 85/462,787  
Application Date: November 2, 2011



Service Mark: MISCELLANEOUS DESIGN (BUFFALO)  
Serial No. 85/462,789  
Application Date: November 2, 2011



Service Mark: BLAZIN'  
Registration No.: 2,966,286  
Registration Date: July 7, 2005

Service Mark: BONELESS THURSDAYS  
Registration No.: 3,241,656  
Registration Date: May 15, 2007

Service Mark: BUFFALITO  
Registration No.: 2,914,520  
Registration Date: December 28, 2004

Service Mark: WING TUESDAYS  
Registration No.: 3,241,654  
Registration Date: May 15, 2007

Service Mark: WINGS. BEER. SPORTS. ALL THE ESSENTIALS  
Registration No.: 2,905,689  
Registration Date: November 30, 2004

Service Mark: YOU HAVE TO BE HERE  
Registration No.: 3,386,873  
Registration Date: February 19, 2008

We may amend this Appendix A from time to time in order to make available additional Trademarks or to delete those Trademarks that become unavailable. You agree to use only those Trademarks that are then-currently authorized.

The Trademarks must be used only in the manner that we specify. No deviations will be permitted.

Appendix B to the Franchise Agreement

**The Designated Area**

The Authorized Location for your Restaurant as set forth in Paragraph 2.A of your Franchise Agreement is as follows: \_\_\_\_\_.

As stated in Subparagraph 2.B. of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, the Designated Area in which you will locate and operate the Restaurant is defined as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Designated Area is considered fixed as of the date of the Franchise Agreement.

FRANCHISEE:

\_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Appendix C to the Franchise Agreement

Addendum to Lease

This Addendum to Lease (“Addendum”), dated \_\_\_\_\_, 20\_\_\_, is entered into between \_\_\_\_\_ (“Landlord”), and \_\_\_\_\_ (“Tenant”).

RECITALS

- A. The parties have entered into a Lease Agreement, dated \_\_\_\_\_, 20\_\_\_, (the “Lease”) pertaining to the premises located at \_\_\_\_\_ (the “Premises”).
- B. Landlord acknowledges that Tenant has agreed to operate a Restaurant at the Premises pursuant to Tenant’s Franchise Agreement (the “Franchise Agreement”) with Buffalo Wild Wings International, Inc. (“BWW”) under the name “Buffalo Wild Wings Grill & Bar” or other name designated by BWW (the “Restaurant”).
- C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum to provide BWW the opportunity to preserve the Premises as a BWW branded restaurant as provided herein.

AGREEMENT

Landlord and Tenant agree to amend the Lease as follows:

- 1. Remodeling and Decor. Landlord agrees that Tenant has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate a Restaurant on the Premises. Any remodel of the building and/or its signs shall be subject to Landlord’s prior and reasonable approval.
- 2. Assignment by Tenant.
  - (a) Tenant does not have the right to sublease or assign the Lease to any third party without BWW’s and Landlord’s written approval.
  - (b) So long as Tenant is in good standing under the Lease, Tenant has the right to assign all of its right, title and interest in the Lease to BWW, its affiliates or its parent company, during the term of the Lease, including any extensions or renewals, without first obtaining Landlord’s consent. No assignment will be effective, however, until BWW or its designated affiliate (the “BWW Entity”) gives Landlord written notice of its acceptance of the assignment. BWW will be responsible for the lease obligations incurred after the effective date of the assignment.
  - (c) If BWW elects to assume the Lease, under this subparagraph or unilaterally assumes the lease as provided for in subparagraph 3(a) or 4(a), Landlord and Tenant agree that (i) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption, and (ii) BWW will have the right to sublease the Premises to another franchisee with Landlord’s prior reasonable approval, provided the franchisee meets BWW’s then-current standards and requirements for franchisees and agrees to operate the Restaurant as a Buffalo Wild Wings restaurant pursuant to a Franchise Agreement with BWW. Upon receipt by Landlord of an

assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of Tenant to be performed under the Lease, BWW shall thereupon be released from all liability as tenant under the Lease from and after the date of assignment, without any need of a written acknowledgment of such release by Landlord.

3. Default and Notice.

(a) Landlord shall send BWW copies of all notices of default it gives to Tenant concurrently with giving such notices to Tenant. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall promptly give BWW written notice thereof, specifying the defaults Tenant failed to cure. BWW has the right, but not the obligation, to unilaterally assume the Lease if Tenant fails to cure. BWW shall have 15 days from the date BWW receives such notice to exercise, by written notice to Landlord and Tenant, its right for BWW or a BWW Entity to assume the Lease. BWW shall have an additional 15 days from the expiration of Tenant's cure period in which to cure the default or violation.

(b) All notices to BWW must be sent by registered or certified mail, postage prepaid, to the following address:

Buffalo Wild Wings International, Inc.  
5500 Wayzata Boulevard, Suite 1600  
Minneapolis, MN 55416  
Attention: General Counsel

BWW may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and BWW of any change in Landlord's mailing address to which notices should be sent.

4. Termination, Non-Renewal, Expiration. If the Franchise Agreement is terminated for any reason during the term of the Lease or any extension thereof, BWW has the right, but not the obligation, to unilaterally assume the Lease by giving Landlord written notice. Within 30 days after receipt of such notice, Landlord shall give BWW written notice specifying any defaults of Tenant under the Lease.

5. Access to Premises Following Expiration or Termination of Lease. Upon the expiration or termination of the Lease, Landlord will cooperate with and assist BWW in gaining possession of the Premises and if a BWW Entity does not elect to enter into a new lease for the Premises with Landlord on terms reasonably acceptable to the BWW Entity, Landlord will allow BWW to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, except for any damages caused by BWW's willful misconduct or gross negligence, to remove all signs, awnings, and all other items identifying the Premises as a BUFFALO WILD WINGS® Restaurant and to make such other modifications (such as repainting) as are reasonably necessary to protect the BUFFALO WILD WINGS® marks and system. In the event BWW exercises its option to purchase assets of Tenant, Landlord must permit BWW to remove all such assets being purchased by BWW.

6. Additional Provisions.

(a) Landlord hereby acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and the Tenant would not lease the Premises without this Addendum.



- (b) Landlord further acknowledges that Tenant is not an agent or employee of BWW and the Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind BWW or any affiliate of BWW, and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against BWW or any affiliate of BWW, unless and until the Lease is assigned to, and accepted in writing by, BWW or its parent company.
  - (c) BWW Entity may elect not to assume or be bound by the terms of any amendment to the Lease executed by Tenant without obtaining BWW's prior written approval, which shall not be unreasonably withheld or delayed.
7. Modification. No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by the parties and the parties have obtained the written consent of BWW.
  8. Reaffirmation of Lease. Except as amended or modified in this Addendum, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated by reference and made a part of this Addendum as though copied herein in full. In the event of any conflict between the terms of this Addendum and those in the Lease, the terms of this Addendum shall control.
  9. Beneficiary. Landlord and Tenant expressly agree that BWW is a third party beneficiary of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

TENANT:

LANDLORD:

\_\_\_\_\_  
 By \_\_\_\_\_  
 Its \_\_\_\_\_

\_\_\_\_\_  
 By \_\_\_\_\_  
 Its \_\_\_\_\_

Appendix D to the Franchise Agreement

**Electronic Transfer of Funds Authorization**

Franchisee: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

NEW	CHANGE

Attention: Bookkeeping Department

The undersigned hereby authorizes Buffalo Wild Wings International, Inc., its parent company or any affiliated entity (collectively, "BWW"), to initiate weekly ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Advertising Fees or other amounts that become payable by the undersigned to BWW. The dollar amount to be debited per payment will vary.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by BWW.

This authorization is binding and will remain in full force and effect until 90 days prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries.

Sincerely yours,

\*\*\* We also need a VOIDED Check \*\*\*

_____	_____
Bank Name	Account Name
_____	_____
Branch	Street Address
_____	_____
Street Address	City State Zip Code
_____	_____
City State Zip Code	Telephone Number
_____	By _____
Bank Telephone Number	Its _____
_____	Date _____
Bank's Account Number	
_____	
Customer's Account Number	

Appendix E to the Franchise Agreement

**AFFILIATED SELLER AGREEMENT**

This Affiliated Seller Agreement (“**ASA**”) dated \_\_\_\_\_ is among ValueLink, LLC, d/b/a First Data Prepaid Services (“**FDPS**”), \_\_\_\_\_ (“**Affiliated Seller**”) and Blazin Wings Inc. (“**Client**”). Client and FDPS entered into a Stored Value Card Processing Agreement dated March 20, 2009, as amended and supplemented from time to time (the “**Client Agreement**”). The undersigned Affiliated Seller desires to receive and FDPS desires to provide Services in accordance with the Client Agreement terms and the terms of this ASA.

1. **Representations and Warranties of Affiliated Seller.** Affiliated Seller represents and warrants that Affiliated Seller: (i) has received and reviewed a true and correct copy of the Client Agreement from Client; and (ii) subject to the limitations provided in this ASA, agrees to be bound by the Client Agreement to the same extent as if it were “**Client**” whenever the context requires Client performance (and irrespective of whether or not the term “**Client**” is expressly mentioned.) Affiliated Seller hereby appoints Client as its representative with FDPS for all matters arising out of or relating to the Client Agreement including all matters that involve Client Agreement negotiation, modification and/or dispute resolution. Affiliated Seller agrees that Affiliated Seller will be solely responsible for communicating with Client concerning the status of such matters and the Client Agreement. Affiliated Seller represents and warrants that FDPS will be entitled to communicate information concerning Affiliated Seller, including its Confidential Information, its Program, Program Procedures, Cardholders and Card Data to Client and to rely upon any statements made by Client related thereto to the same extent as if FDPS were dealing directly with a duly authorized Affiliated Seller representative.
2. **Client Agreement.** Client agrees to be jointly and severally liable for Affiliated Seller obligations arising out of the Client Agreement. Each Affiliated Seller shall not be responsible for the obligations of the Client or another Affiliated Seller, arising out of the Client Agreement. Affiliated Seller agrees that Affiliated Seller’s rights under this ASA will terminate immediately without need of notification from FDPS on termination or expiration of this ASA.
3. **Issuance of Cards.** Notwithstanding anything to the contrary in this ASA, (i) Client will be the sole issuer of all Cards issued under the Program, including with respect to all Cards sold at locations operated by Affiliated Sellers, and (ii) Client will be solely responsible for the responsibilities set forth in Section 3(b) of the Client Agreement.
4. **Indemnification.** The Client agrees to indemnify the Affiliated Seller for escheatment claims by any State as follows:
  - A. For escheatment claims related to Cards sold at any time period prior to September 15, 2007, the Client provides no indemnification.
  - B. For escheatment claims related to Cards sold during the time between September 15, 2007 and September 15, 2008, the Client will indemnify the Affiliated Seller up to the amount remitted by the Affiliated Seller to the Client-for this period of time.
  - C. For escheatment claims related to Cards sold after September 16, 2008, the Client-will indemnify the Affiliated Seller up to the amount remitted by the Affiliated Seller to the Client for this period of time.

5. **Limitation of Liability**. Anything to the contrary notwithstanding, Affiliated Seller agrees that FDPS' cumulative aggregate liability under Client Agreement to Client and all Affiliated Sellers will be subject to the limitations set forth in Section 14 of the Client Agreement. For example, if Client and one additional Affiliated Seller participate under the Client Agreement, FDPS' cumulative aggregate liability to Client and such Affiliated Seller for direct damages will not exceed two hundred fifty thousand dollars (\$250,000.00) and will not include any liability for claims arising out of or relating to services and/or items supplied by the Card Company.
  
6. **Conflict**. Should a conflict exist between the provisions of the Client Agreement and this ASA, this ASA will control. Terms in initial capital letters or all capital letters used as a defined term but not defined in this ASA will have the meaning set forth in the Client Agreement. References to this ASA in any document now or hereafter attached to or referenced to this ASA will mean this ASA as amended or supplemented from time to time.

**IN WITNESS WHEREOF**, the Parties have caused this ASA to be executed by their authorized representatives as of the date first set forth above.

AFFILIATED SELLER  
Address:

ValueLink, LLC  
6200 South Quebec Street  
Greenwood Village, Colorado 80111

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BLAZIN WINGS INC.  
5500 Wayzata Blvd.  
Minneapolis, MN 55416

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE AGREEMENT FOR THE  
STATE OF CALIFORNIA

This Addendum pertains to franchises sold in the State of California and is for the purpose of complying with California statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Article 13 of the Franchise Agreement, under the heading “Default and Termination,” shall be supplemented by the addition of the following paragraph:

“The California Franchise Relations Act (Business and Professions Code Section 2000 through 20043), provides franchisees with additional rights concerning termination and nonrenewal of this Agreement and certain provisions of this Agreement relating to termination and nonrenewal may be superseded by the Act.”

2. Article 14 of the Franchise Agreement, under the heading “Post-Term Obligations,” shall be supplemented by the addition of the following paragraph:

“Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to California law. This provision may not be enforceable under California law.”

3. This Agreement is further modified to the extent described as follows:

The franchise agreement requires that disputes be resolved in forum of Minnesota. This provision may not be enforceable under California law.

4. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE AGREEMENT FOR THE  
STATE OF ILLINOIS

This Addendum pertains to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Section 13 of the Agreement, under the heading “Default and Termination,” shall be supplemented by the addition of the following sentence: “The conditions under which this franchise can be terminated and the parties’ rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.”

2. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” Accordingly, the fourth and fifth sentences of Section 15.B of the Agreement are hereby deleted in their entirety.

3. Section 15.B of the Agreement is hereby amended to include the following:

Nothing in this Section 15.B, however, may be construed to mean that you may not rely on the BUFFALO WILD WINGS® Disclosure Document that we provided to you in connection with the offer and purchase of your BUFFALO WILD WINGS® Business. Although the statements in the Disclosure Document do not become part of the Franchise Agreement, nothing in the Disclosure Document may contradict or be inconsistent with the contract terms.

4. The first sentence of Section 15.I is hereby deleted in its entirety, and the following substituted in lieu thereof:

Subject to Section 12.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Designated Area in which you are located.

5. Section 15.H(1) is deleted in its entirety and replaced with the following:

Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties’ rights under the Federal Arbitration Act in accordance with Paragraph 12 of this Agreement, the parties’ rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws of Illinois.

6. As stated in the text of the Acknowledgment Addendum, representations contained in the Acknowledgment Addendum are not intended for nor shall they act as a release, estoppel or waiver of rights that you as a franchisee have or liabilities that you may incur under the Illinois Franchise Disclosure Act, 815 IL § 705.

7. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE AGREEMENT FOR THE  
STATE OF NEW YORK

This Addendum pertains to franchises sold in the State of New York and is for the purpose of complying with New York statues and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Article 14 of the Franchise Agreement contains a covenant not to compete which extends beyond the term of the franchise agreement. This provision may not be enforceable under New York law.
2. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_



ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE AGREEMENT FOR THE  
STATE OF MARYLAND

This Addendum pertains to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is added to the end of Section 14.C:

Notwithstanding the preceding sentence, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the date of this Agreement.

2. The following sentence is hereby added to the end of Section 11.D.6:

Nothing in this Section 11.D.6, however, will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is hereby added to the end of Section 15.B:

Nothing in this Section 15.B, however, will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Section 15.I is amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Section 15.I is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

5. Any provision in the Agreement that requires you to disclaim the occurrence and/or acknowledge the non occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE AGREEMENT FOR THE  
STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving the BUFFALO WILD WINGS® mark, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the franchise agreement.

3. The second sentence of Section 12.B of the Agreement is deleted in its entirety and will have no further force and effect and the following is substituted in lieu thereof:

Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to seek an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators.

4. Section 15.J is hereby deleted in its entirety.

5. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

6. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

7. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE AGREEMENT FOR THE  
STATE OF NORTH DAKOTA

This Addendum pertains to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Notwithstanding anything contained in Section 12.A of the Franchise Agreement, any arbitration proceeding must take place in the city nearest to the your Business in which the American Arbitration Association maintains an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties.

2. Covenants not to compete such as those mentioned in Sections 10.D of the Franchise Agreement may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

3. The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The first sentence of Section 15.I is therefore deleted in its entirety, and the following substituted in lieu thereof:

Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Paragraph 12 must be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota or the federal or state court of the Designated Area in which the you are located.

4. Section 15.J is hereby deleted from the Franchise Agreement, as a waiver of punitive damages is considered unenforceable in the State of North Dakota.

5. Pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, a franchisee may not be required to sign a general release as a condition of renewal under Section 4.B of the Franchise Agreement.

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS  
FRANCHISE AGREEMENT FOR THE  
STATE OF RHODE ISLAND

This Addendum pertains to franchises sold in the State of Rhode Island and is for the purpose of complying with Rhode Island statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The Rhode Island Franchise Investment Act (the "Act") at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The parties agree that to the extent that any provision in any of the contracts entered into by the parties are inconsistent with the Act, the provisions of the Act shall control. They furthermore expressly agree that Rhode Island law shall be applied to, and govern, any claim between the parties that alleges violation of the Act.

2. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS  
FRANCHISE AGREEMENT FOR THE  
STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the parties to the attached Buffalo Wild Wings International, Inc. Franchise Agreement agree to the following:

“The cross-default provision in Section 13.A of the Franchise Agreement will not be applicable to the Franchise Agreement signed by the Virginia franchisee entering into the attached agreement.”

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE AGREEMENT FOR THE  
STATE OF WASHINGTON

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Section 15.B of the Franchise Agreement is amended by the addition of the following language:

If any of the provisions in the Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of R.C.W. 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and Franchise Agreement with regard to any franchise sold in Washington.

2. The second sentence of Section 12.A is hereby deleted in its entirety and the following substituted in lieu thereof

The arbitration must take place either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. Paragraph 16 of the Franchise Agreement is amended by the addition of the following language:

A release or waiver of rights executed by you will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

4. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
FRANCHISE AGREEMENT FOR THE  
STATE OF WISCONSIN

This Addendum pertains to franchisees in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, Section 13.B of the Agreement pertaining to "Termination by Us" is extended as follows:

We will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

3. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**ACKNOWLEDGMENT ADDENDUM TO  
BUFFALO WILD WINGS® FRANCHISE AGREEMENT**

As you know, you and we are entering into a Franchise Agreement for the operation of a BUFFALO WILD WINGS® franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

**Acknowledgments and Representations\***

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least (a) 14 calendar days prior to signing the Franchise Agreement; **or** (b) if you are a resident of **New York, or Rhode Island**, at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement (or other agreement) or payment of any consideration; **or** (c) if you are a resident of **Michigan, Oregon, Washington or Wisconsin**, at the earlier of 10 business days before the execution of any binding agreement or payment of any consideration? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
3. If the Franchisor made any unilateral changes to the Franchise Agreement or Area Development Agreement, did you receive a copy of the complete revised agreement at least 7 calendar days prior to the date on which the Franchise Agreement or Area Development Agreement was executed? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
4. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
5. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document? Check one:  Yes  No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_
6. Did any employee or other person speaking on behalf of Buffalo Wild Wings International, Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any BUFFALO WILD WINGS® location or business, or the likelihood of success at your Franchised Business? Check one:  Yes  No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_
7. Did any employee or other person speaking on behalf of Buffalo Wild Wings International, Inc. make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document. Check one:  Yes  No. If yes, please comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Do you understand that the franchise granted is for the right to develop and operate the Restaurants in the Designated Territory, as stated in Subparagraph 2.B, and that, according to Subparagraph 2.D, we and our affiliates have the right to distribute products through alternative methods of distribution and to issue franchises or operate competing businesses for or at locations, as we determine, (i) outside of your Designated Area using any trademarks; (ii) inside your Designated Territory using any trademarks other than the BUFFALO WILD WINGS® Trademark; and (iii) inside the Designated Territory using the BUFFALO WILD WINGS® Trademark, for facilities at Special Sites and Limited Seating Facilities (subject to your right of first refusal with respect to Limited Seating Facilities, as detailed in the Franchise Agreement)? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
9. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Restaurant, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding? Check one:  Yes  No. If no, please comment: \_\_\_\_\_
10. Do you understand that the success or failure of your Restaurant will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the BUFFALO WILD WINGS® trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Business may change? Check one  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
11. Do you understand that the current economic crisis and financial situation in the U.S. and abroad could have a negative impact on the restaurant industry, the BUFFALO WILD WINGS® franchise system and your business? Check one  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Subparagraph 10.D and that an injunction is an appropriate remedy to protect the interests of the BUFFALO WILD WINGS® system if you violate the covenant(s)? Further, do you understand that the term “you” for purposes of the non-compete covenants is defined broadly in subparagraph 10.D, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.**

APPROVED ON BEHALF OF  
BUFFALO WILD WINGS  
INTERNATIONAL, INC.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law. Except to the extent we have negotiated changes to the Franchise Agreement that differ from the FDD, nothing in this Acknowledgement Addendum or in any related agreement is intended to disclaim representations made in Buffalo Wild Wings International, Inc.'s 2012 FDD that was furnished to you.



**AREA DEVELOPMENT  
AGREEMENT**

**EXHIBIT D**

**Area Development Agreement**

Buffalo Wild Wings®  
Area Development Agreement

Between

Buffalo Wild Wings International, Inc.  
5500 Wayzata Boulevard, Suite 1600  
Minneapolis, MN 55416

And

---

---

Name of Developer(s)

---

Street Address

---

City

State

Zip Code

---

Phone Number

Effective Date:

---

(To be completed by Us)

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
RECITALS.....	1
1. DEFINITIONS .....	1
2. GRANT OF DEVELOPMENT RIGHTS .....	2
3. DEVELOPMENT FEE .....	4
4. DEVELOPMENT SCHEDULE.....	5
5. TERM .....	7
6. YOUR DUTIES.....	7
7. DEFAULT AND TERMINATION .....	8
8. RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION .....	9
9. TRANSFER .....	10
10. MISCELLANEOUS .....	11

APPENDICES

- A. DEVELOPMENT TERRITORY
- B. DEVELOPMENT SCHEDULE

BUFFALO WILD WINGS®  
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between BUFFALO WILD WINGS INTERNATIONAL, INC., an Ohio corporation with its principal business located at 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416 (“we” or “us”) and \_\_\_\_\_, a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“developer” or “you”). If the developer is a corporation, partnership or limited liability company, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS

A. Our parent company has developed a unique system for operating video entertainment oriented, fast casual restaurants that feature chicken wings, sandwiches, unique food service and other products, beverages and services using certain standards and specifications;

B. Many of the food and beverage products are prepared according to specified recipes and procedures, some of which include proprietary sauces and mixes;

C. Our parent company owns the BUFFALO WILD WINGS® Trademark and other trademarks used in connection with the Operation of a BUFFALO WILD WINGS® restaurant;

D. Our parent company has granted to us the right to sublicense the right to develop and operate BUFFALO WILD WINGS® restaurants;

E. You desire to develop and operate several BUFFALO WILD WINGS® restaurants and we, in reliance on your representations, have approved your franchise application to do so in accordance with this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. “Menu Items” means the chicken wings, sandwiches and other products and beverages prepared according to our specified recipes and procedures, as we may modify and change them from time to time.

B. “Principal Owner” means any person who directly or indirectly owns a 10% or greater interest in the developer when the developer is a corporation, limited liability company, a partnership, or a similar entity. However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 10% interest in the developer, we have the right to designate that person or entity as a Principal Owner for all purposes under this Agreement, including, but not limited to, the execution of the personal guaranty referenced in Section 10.J below. In addition, if the developer is a partnership entity, then each general partner is a Principal Owner, regardless of the percentage of ownership interest. If the developer is one or more individuals,



each individual is a Principal Owner of the developer. You must have at least one Principal Owner.

C. "Restaurants" means the BUFFALO WILD WINGS® Restaurants you develop and operate pursuant to this Agreement.

D. "System" means the BUFFALO WILD WINGS® System, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with unique storage, preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of facilities, equipment, supplies, ingredients, business techniques, methods and procedures together with sales promotion programs, all of which we may modify and change from time to time.

E. "Trademarks" means the BUFFALO WILD WINGS® Trademark and Service Mark that have been registered in the United States and elsewhere and the trademarks, service marks and trade names set forth in each Franchise Agreement, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the Restaurants. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of the Restaurants from time to time.

#### GRANT OF DEVELOPMENT RIGHTS

2. The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate \_\_\_\_\_ (\_\_\_) BUFFALO WILD WINGS® Restaurants (the "Restaurants") within the territory described in Appendix A ("Development Territory").

B. You are bound by the development schedule ("Development Schedule") set forth in Appendix B. Time is of the essence for the development of each Restaurant in accordance with the Development Schedule. Each Restaurant must be developed and operated pursuant to a separate Franchise Agreement that you enter into with us pursuant to Section 4.B below.

C. If you are in compliance with the Development Schedule set forth in Appendix B, we will not develop or operate or grant anyone else a franchise to develop and operate a BUFFALO WILD WINGS® Restaurant (except for the Special Sites and Limited Seating Facilities defined in Section 2.D or as otherwise set forth in this Agreement) in the Development Territory prior to the earlier of: (i) the expiration or termination of this Agreement; (ii) the date on which you must execute the Franchise Agreement for your last restaurant pursuant to the terms of the Development Schedule; or (iii) the date on which the Designated Area for your final Restaurant under this Agreement is determined. However, in the event that the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area shall expire upon the earliest of (i) any of the foregoing events or (ii) the date when the Designated Area for your final Restaurant to be developed in such city, county or designated market area under this Agreement is determined. Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (i) the Development Territory shall expire and (ii) we will be entitled to develop and operate, or to franchise others to develop and operate, BUFFALO WILD WINGS® restaurants in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated. At the time you execute your

final Franchise Agreement under the Development Schedule, you must have an Authorized Location for your final Restaurant.

D. The rights granted under this Agreement are limited to the right to develop and operate Restaurants located in the Development Territory, and do not include: (i) any right to sell products and Menu Items identified by the Trademarks at any location or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce), other than at Restaurants within the Development Territory; (ii) any right to sell products and Menu Items identified by the Trademarks to any person or entity for resale or further distribution; or (iii) any right to exclude, control or impose conditions on our development or operation of franchised, company or affiliate owned restaurants (whether under the Trademarks or different trade names and trademarks) at any time or at any location outside of the Development Territory. You may not use the phrase “Buffalo Wild Wings” or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other similar entity.

You acknowledge and agree that we and our affiliates have the right to operate and franchise others the right to operate restaurants or any other business within and outside the Development Territory under trademarks other than the BUFFALO WILD WINGS® Trademarks, without compensation to any franchisee, except that our operation of, or association or affiliation with, restaurants (through franchising or otherwise) in the Development Territory that compete with BUFFALO WILD WINGS® restaurants in the video entertainment oriented, fast casual restaurant segment will only occur through some form of merger or acquisition with an existing restaurant chain, including through the subsequent growth of such restaurant chain. Outside of the Development Territory, we and our affiliates have the right to grant other franchises or develop and operate company or affiliate owned BUFFALO WILD WINGS® restaurants and offer, sell or distribute any products or services associated with the System (now or in the future) under the Trademarks or any other trademarks, service marks or trade names, all without compensation to any franchisee.

Further, and as noted above, we and our affiliates have the right to offer, sell or distribute, within and outside the Development Territory, through any other (i.e., non-restaurant) distribution channel or method, any frozen, pre-packaged items or other products or services associated with the System (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, except for Prohibited Items (as defined below), through any distribution channels or methods, without compensation to any franchisee. The other distribution channels or methods include, without limitation, grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing site, office building), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce). The Prohibited Items are the following items that we will not sell in the Development Territory through other distribution channels or methods: any retail food service Menu Items that are cooked or prepared to be served to the end user or customer for consumption at the retail location (unless sold at the limited seating facilities referenced in this Section). For example, chicken wings cooked and served to customers at a grocery store or convenience store would be a Prohibited Item, but the sale of frozen or pre-packaged chicken wings at a grocery store or convenience store would be a permitted form of distribution in the Development Territory.

You acknowledge and agree that certain locations within the Development Territory are by their nature unique and separate in character from sites generally developed as BUFFALO WILD WINGS® restaurants. As a result, you agree that the following locations (“Special Sites”) are

excluded from the Development Territory and we have the right to develop or franchise such locations: (1) military bases; (2) public transportation facilities; (3) sports facilities, including race tracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and (6) community and special events.

In addition, you acknowledge and agree that, subject to your right of first refusal as set forth below, we and our affiliates have the right to operate or franchise within the Development Territory one or more facilities selling, for dine in or take out, all or some of the Menu Items, using the Trademarks or any other trademarks, service marks or trade names, without compensation to any franchisee, provided, however, that such facilities shall not have an interior area larger than 2,400 square feet and shall not have seating capacity for more than 48 people (“Limited Seating Facilities”). If we develop a model for a Limited Seating Facility and determine that your Development Territory is an appropriate market for such a facility, we will provide to you a written offer (“Offer”) specifying the terms and conditions for your development of the Limited Seating Facility. You will have 90 days following your receipt of the Offer to accept the Offer by delivering written notice to us of your acceptance, provided that you are not in default under this Agreement or any other Agreement with us or our affiliates. If you do not provide written notice to us within the time period or if you are in default under this Agreement or any other agreement with us or our affiliates, you will lose the right to develop the Limited Seating Facility and we may develop or franchise others to develop the Limited Seating Facility within your Development Territory. You acknowledge and agree that if you accept the Offer, we may require you to submit a full application, pay an initial fee and sign a new form of franchise agreement.

E. This Agreement is not a Franchise Agreement and you have no right to use in any manner the Trademarks by virtue of this Agreement. You have no right under this Agreement to sublicense or subfranchise others to operate a business or restaurant or use the System or the Trademarks.

#### DEVELOPMENT FEE

3. You must pay a Development Fee as described below:

A. As consideration for the rights granted in this Agreement, you must pay us a “Development Fee” of \$\_\_\_\_\_, representing one-half of the Initial Franchise Fee for each Restaurant to be developed under this Agreement. The Initial Franchise Fee for the first Restaurant is \$\_\_\_\_\_. The Initial Franchise Fee for each subsequent Restaurant is \$\_\_\_\_\_.

The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon execution of this Agreement and is non-refundable. The part of the Initial Franchise Fee that comprises the Development Fee is credited against the Initial Franchise Fee payable upon the signing of each individual Franchise Agreement. The balance of the Initial Franchise Fee for the first Restaurant must be paid at the time of execution of this Agreement, together with the execution by you of the Franchise Agreement for the first Restaurant. The total amount to be paid by you at the time of execution of this Agreement pursuant to this Section, including both the Development Fee and the balance of the Initial Franchise Fee for your first Restaurant is \$\_\_\_\_\_. The balance of the Initial Franchise Fee for each subsequent Restaurant is due as specified in Section 3.B.

B. You must submit a separate application for each Restaurant to be established by you within the Development Territory as further described in Section 4. Upon our consent to the site of your Restaurant, a separate Franchise Agreement must be executed for each such Restaurant, at which time the balance of the Initial Franchise Fee for that Restaurant is due and owing. Such payment represents the balance of the appropriate Initial Franchise Fee, as described above in Section 3.A. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of such Restaurant.

#### DEVELOPMENT SCHEDULE

4. The following provisions control with respect to your development rights and obligations:

A. You are bound by and strictly must follow the Development Schedule. By the dates set forth under the Development Schedule, you must enter into Franchise Agreements with us pursuant to this Agreement for the number of Restaurants described under the Development Schedule. You also must comply with the Development Schedule requirements regarding (i) the restaurant type to be developed and the opening date for each Restaurant and (ii) the cumulative number of Restaurants to be open and continuously operating for business in the Development Territory. If you fail to either execute a Franchise Agreement or to open a Restaurant according to the dates set forth in the Franchise Agreement, we have the right to (i) require that you hire a franchise development expert with recognized experience in developing franchises in a similar line of business to ours or (ii) immediately terminate this Agreement pursuant to Section 7.B. If you are developing 3 or more restaurants under this Agreement, you will have a “late opening extension right” of two weeks for each restaurant in which we will not have the right under (i) or (ii) in the previous sentence. To take advantage of this late opening extension, you must make a request for the extension 45 days prior to the opening date set forth in the Franchise Agreement and have been in continuous compliance throughout the term of this Agreement.

B. You may not develop a Restaurant unless: (i) at least 45 days, but no more than 60 days, prior to the date set forth in the Development Schedule for the execution of each Franchise Agreement, you send us a notice (a) requiring that we send you our then-current Disclosure Documents, (b) confirming your intention to develop the particular Restaurant and (c) sending us all information necessary to complete the Franchise Agreement for the particular Restaurant; and (ii) all of the following conditions have been met (these conditions apply to each Restaurant to be developed in the Development Territory):

1. Your Submission of Proposed Site. You must find a proposed site for the Restaurant which you reasonably believe to conform to our site selection criteria, as modified by us from time to time, and submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for such site.

2. Our Acceptance of the Proposed Site. You must receive our written acceptance of your proposed site. We agree not to unreasonably withhold acceptance of a proposed site. Prior to us accepting a site, you must obtain and submit third-party demographic information and such other analysis and information related to the site and market as we may require. In reviewing any proposed site, we will consider such matters as we deem material, including demographic characteristics of the proposed site, traffic patterns, competition, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase or lease

obligations for the proposed site) and the size of premises, appearance and other physical characteristics. Our acceptance of a proposed site, however, does not in any way constitute a guaranty by us as to the success of the Restaurant.

3. Your Submission of Information. You must furnish to us, at least 30 days prior to the earliest of (i) the date set forth in the Development Schedule by which you must execute a Franchise Agreement or (ii) the actual date in which the Franchise Agreement would be executed, a franchise application for the proposed Restaurant, financial statements and other information regarding you, the operation of any of your other Restaurants within the Development Territory and the development and operation of the proposed Restaurant (including, without limitation, investment and financing plans for the proposed Restaurant) as we may reasonably require.

4. Your Compliance with Our Then-Current Standards for Franchisees. You must receive written confirmation from us that you meet our then-current standards for franchisees, including financial capability criteria for the development of a new Restaurant. You acknowledge and agree that this requirement is necessary to ensure the proper development and operation of your Restaurants, and preserve and enhance the reputation and goodwill of all BUFFALO WILD WINGS® restaurants and the goodwill of the Trademarks. Our confirmation that you meet our then-current standards for the development of a new Restaurant, however, does not in any way constitute a guaranty by us as to your success.

5. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Restaurants.

6. Execution of Franchise Agreement. You and we must enter into our then-current form of Franchise Agreement for the proposed Restaurant. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Restaurant must be in accordance with the terms of the applicable Franchise Agreement.

C. You must begin substantial construction of each of the Restaurants at least 150 days before the deadline to open each of the Restaurants if the Restaurant will be in a free standing location or at least 120 days before the deadline to open the Restaurant if the Restaurant will be in a non-free standing location. In addition, on or before the deadlines to start construction you must submit to us executed copies of any loan documents and/or any other document that proves that you have secured adequate financing to complete the construction of the Restaurant by the date you are obligated to have that Restaurant open and in operation. In the event that you fail to comply with any of these obligations, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 7.B.

D. You acknowledge that you have conducted an independent investigation of the prospects for the establishment of Restaurants within the Development Territory, and recognize that the business venture contemplated by this Agreement involves business and economic risks and that your financial and business success will be primarily dependent upon the personal efforts of you and your management and employees. We expressly disclaim the making of, and you acknowledge that you have not received, any estimates, projections, warranties or guaranties, express or implied, regarding potential gross sales, profits, earnings or the financial success of the Restaurants you develop within the Development Territory.

E. You recognize and acknowledge that this Agreement requires you to open Restaurants in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Restaurants likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all the Restaurants on the dates set forth on the Development Schedule, regardless of: (i) the requirement of a greater investment; (ii) the financial condition or performance of your prior Restaurants; or (iii) any other circumstances, financial or otherwise. The foregoing shall not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Restaurants.

#### TERM

5. Unless sooner terminated in accordance with Section 7 of this Agreement and subject to the terms detailed in Section 2.C, the term of this Agreement and all rights granted to you will expire on the date that your last BUFFALO WILD WINGS® Restaurant is scheduled to be opened under the Development Schedule.

#### YOUR DUTIES

6. You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including the operating requirements specified in each Franchise Agreement.

B. You and your owners, officers, directors, shareholders, partners, members and managers (if any) acknowledge that your entire knowledge of the operation of a BUFFALO WILD WINGS® Restaurant and the System, including the knowledge or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived from information we disclose to you and that certain information is proprietary, confidential and constitutes our trade secrets. The term "trade secrets" refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors, any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications and any other knowledge or know-how concerning the methods of operation of the Restaurants. You and your owners, officers, directors, shareholders, partners, members and managers (if any), jointly and severally, agree that at all times during and after the term of this Agreement, you will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or use any such information in any other business or in any manner not

specifically authorized or approved in advance in writing by us. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from the individuals identified in the first sentence of this paragraph and other key employees.

C. You must comply with all requirements of federal, state and local laws, rules and regulations.

D. If you at some time in the future desire to make either a public or a private offering of your securities, prior to such offering and sale, and prior to the public release of any statements, data, or other information of any kind relating to the proposed offering of your securities, you must secure our written approval, which approval will not be unreasonably withheld. You must secure our prior written consent to any and all press releases, news releases and any and all other publicity, the primary purpose of which is to generate interest in your offering. Only after we have given our written approval may you proceed to file, publish, issue, and release and make public any said data, material and information regarding the securities offering. It is specifically understood that any review by us is solely for our own information, and our approval does not constitute any kind of authorization, acceptance, agreement, endorsement, approval, or ratification of the same, either expressly or implied. You may make no oral or written notice of any kind whatsoever indicating or implying that we and/or our affiliates have any interest in the relationship whatsoever to the proposed offering other than acting as Franchisor. You agree to indemnify, defend and hold us, our affiliates and our affiliates' directors, officers, successors and assigns harmless from all claims, demands, costs, fees, charges, liability or expense (including attorneys' fees) of any kind whatsoever arising from your offering of information published or communicated in actions taken in that regard.

E. If neither you, your Principal Owner, nor any other person in your organization possesses, in our judgment, adequate experience and skills to allow you to locate, obtain and develop prime locations in the Development Territory to allow you to meet your development obligations under this Agreement, we can require that you hire or engage a person with those necessary skills.

#### DEFAULT AND TERMINATION

7. The following provisions apply with respect to default and termination:

A. The rights and territorial protection granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 2, 4 and 6 of this Agreement, including the condition that you comply strictly with the Development Schedule.

B. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between you or your affiliates and us or our affiliates. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency; (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority; (iii) you make a general assignment or other similar arrangement for the benefit of your creditors; (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless a supersedeas bond is filed); (v) execution is levied against your business or property; (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days, or is not in the

process of being dismissed; (vii) you fail to meet the development obligations set forth in the Development Schedule attached as Appendix B; (viii) failure to start substantial construction of any of the Restaurants by the date established in Section 4.C; (ix) failure to secure financing for the construction of any of the Restaurants by the date set forth in Section 4.C; (x) you violate the provisions of Section 10.N; (xi) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you; or (xii) we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

#### RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

8. Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Restaurants under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by us. We will be entitled to develop and operate, or to franchise others to develop and operate, BUFFALO WILD WINGS® restaurants in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

B. You must immediately cease to operate your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours.

C. You must take such action as may be necessary to cancel or assign to us or our designee, at our option, any assumed name or equivalent registration that contains the name or any of the words BUFFALO, WILD or WINGS or any other Trademark of ours, and you must furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after termination or expiration of this Agreement.

D. You must assign to us or our designee all your right, title, and interest in and to your telephone numbers and must notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number in any regular, classified or other telephone directory listing associated with the Trademarks and to authorize transfer of same at our direction.

E. You must within 30 days of the termination or expiration pay all sums owing to us and our affiliates, including the balance of the Initial Franchise Fees that we would have received had you developed all of the Restaurants set forth in the Development Schedule. In addition to the Initial Franchise Fees for undeveloped Restaurants, you agree to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to \$50,000 for each undeveloped Restaurant. You agree that this amount is for lost revenues from Royalty Fees and other amounts payable to us, including the fact that you were holding the development rights for those Restaurants and precluding the development of certain Restaurants in the Development Territory, and that it would be difficult to calculate with certainty the amount of damage we will incur. Notwithstanding your agreement, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.



All unpaid amounts will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In the event of termination for any default by you, the sums due will include all damages, costs, and expenses, including reasonable attorneys' fees and expenses, incurred by us as a result of the default. You also must pay to us all damages, costs and expenses, including reasonable attorneys' fees and expenses, that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

F. If this Agreement is terminated solely for your failure to meet the Development Schedule and for no other reason whatsoever, and you have opened at least 50% of the total number of Restaurants provided for in the Development Schedule, you may continue to operate those existing Restaurants under the terms of the separate Franchise Agreement for each Restaurant. On the other hand, if this Agreement is terminated under any other circumstance, we have the option to purchase from you all the assets used in the Restaurants that have been developed prior to the termination of this Agreement. Assets include leasehold improvements, equipment, furniture, fixtures, signs, inventory, liquor licenses and other transferable licenses and permits for the Restaurants.

We have the unrestricted right to assign this option to purchase. We or our assignee will be entitled to all customary warranties and representations given by the seller of a business including, without limitation, representations and warranties as to: (i) ownership, condition and title to assets; (ii) liens and encumbrances relating to the assets; and (iii) validity of contracts and liabilities, inuring to us or affecting the assets, contingent or otherwise. The purchase price for the assets of the Restaurants will be determined in accordance with the post-termination purchase option provision in the individual Franchise Agreement for each Restaurant (with the purchase price to include the value of any goodwill of the business attributable to your operation of the Restaurant if you are in compliance with the terms and conditions of the Franchise Agreement for that Restaurant). The purchase price must be paid in cash at the closing of the purchase, which must take place no later than 90 days after your receipt of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee: (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; and (ii) all licenses and permits of the Restaurants that may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets, or in the event there are other unresolved issues, the closing of the sale will be accomplished through an escrow. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each holder of an interest in you must indemnify us and our affiliates against all liabilities not so assumed. You must maintain in force all insurance policies required pursuant to the applicable Franchise Agreement until the closing on the sale.

G. All of our and your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

## TRANSFER

9. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you transfer all of your rights and interests under all Franchise Agreements for Restaurants in the Development Territory. Accordingly, the assignment terms and conditions of the Franchise Agreements shall apply to any Transfer of your rights and interests under this Agreement. As used in this Agreement, the term "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

## MISCELLANEOUS

10. The parties agree to the following provisions:

A. You agree to indemnify, defend, and hold us, our affiliates and our officers, directors, shareholders and employees harmless from and against any and all claims, losses, damages and liabilities, however caused, arising directly or indirectly from, as a result of, or in connection with, the development, use and operation of your Restaurants, as well as the costs, including attorneys' fees, of defending against them ("Franchise Claims"). Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our or our affiliates' active or passive negligence), latent or other defects in any Restaurant, or your employment practices. In the event a Franchise Claim is made against us or our affiliates, we reserve the right in our sole judgment to select our own legal counsel to represent our interests, at your cost.

B. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

C. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. This Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the application form executed by you requesting us to enter into this Agreement constitute the sole agreement between the parties with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to the business. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business. There are no representations or warranties of any kind,

express or implied, except as contained in this Agreement. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.

D. Except as otherwise provided in this Agreement, any notice, demand or communication provided for must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as follows:

1. If intended for us, addressed to General Counsel, Buffalo Wild Wings International, Inc., 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416;

2. If intended for you, addressed to you at \_\_\_\_\_  
\_\_\_\_\_; or,

in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

E. Any modification, consent, approval, authorization or waiver granted in this Agreement required to be effective by signature will be valid only if in writing executed by the Principal Owner or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

F. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws, the parties' rights under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which your first Restaurant is located. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which your first Restaurant is located.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, but are not limited to, enhancing the value of the

Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

G. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 10.M must be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota. Both parties irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this Section will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph, and with a complete understanding, agree to be bound in the manner set forth.

H. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

I. You and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained.

J. If you are a corporation, partnership, limited liability company or partnership or other legal entity, all of your Principal Owners must execute the form of undertaking and guaranty at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal Owner must execute the form of undertaking and guaranty at the end of this Agreement.

K. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

L. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

M. Except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place in Minneapolis, Minnesota, or at such other place as may be mutually agreeable to the

parties. Any arbitration must be resolved on an individual basis and not joined as part of a class action or the claims of other parties. The arbitrators must follow the law and not disregard the terms of this Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set.

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered below, provided that the party seeking mediation must notify the other party of its intent to mediate prior to the termination of this Agreement. Mediation will be conducted by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If not resolved within 30 days, or if one party refuses to participate in mediation as outlined herein, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential.

Nothing in this Agreement bars our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. Similarly in the event of our breach or threatened breach of any of the terms of this Agreement, you will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance. Furthermore, we and our affiliates have the right to commence a civil action against you or take other appropriate action for the following reasons: (i) to collect sums of money due to us; (ii) to compel your compliance with trademark standards and requirements to protect the goodwill of the Trademarks; (iii) to compel you to compile and submit required reports to us; or (iv) to permit evaluations or audits authorized by this Agreement.

The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Restaurant or Authorized Location, or the business will be entitled to recover its reasonable attorneys' fees and costs.

N. During the term of this Agreement, neither we nor you may employ or seek to employ, directly or indirectly, any person who is at the time or was at any time during the prior 6 months employed in any type of managerial position by the other party or any of its subsidiaries or affiliates, or by any franchisee in the system. In the event that you violate this provision, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 7.B. In addition, any party who violates this provision agrees to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to 2 times the annual compensation that the person being hired away was receiving at the time the violating party offers her/him employment. You agree that this amount is for the damages that the non-violating party will suffer for the loss of the person hired away by the other party, including the costs of finding, hiring and training a new employee and for the loss of the services and experience of the employee hired away, and that it would be difficult to calculate with certainty the amount of damages that the non-violating party will incur. Notwithstanding the foregoing, if a court determines that this liquidated damages payment is unenforceable, then the non-violating party may pursue all other available remedies, including consequential damages. This subparagraph will not be violated if (i) at the time we or you employ or seek to employ the person, the former

employer has given its written consent or (ii) we employ or seek to employ the person in connection with the transfer of the Restaurant(s) to us or any of our affiliates. The parties acknowledge and agree that any franchisee from whom an employee was hired by you in violation of this subparagraph shall be a third-party beneficiary of this provision, but only to the extent that they may seek compensation from you.

O. We will designate the "Effective Date" of this Agreement in the space provided on the cover page. If no Effective Date is designated on the cover page, the Effective Date is the date when we sign this Agreement.

**IN WITNESS WHEREOF**, the parties have executed the foregoing Agreement as of the dates written below.

DEVELOPER:

FRANCHISOR

\_\_\_\_\_

BUFFALO WILD WINGS INTERNATIONAL, INC.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**PERSONAL GUARANTY AND AGREEMENT TO BE BOUND  
PERSONALLY BY THE TERMS AND CONDITIONS  
OF THE AREA DEVELOPMENT AGREEMENT**

In consideration of the execution of the Area Development Agreement (the "Agreement") between BUFFALO WILD WINGS INTERNATIONAL, INC. ("we" or "us") and \_\_\_\_\_ (the "Developer"), dated \_\_\_\_\_, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Developer, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Agreement.

The undersigned waives: (i) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (ii) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; (iii) any right he/she may have to require that an action be brought against the Developer or any other person as a condition of liability; and (iv) notice of any changes permitted by the terms of the Agreement or agreed to by the Developer.

In addition, the undersigned consents and agrees that: (i) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Developer or any other person; (ii) such liability will not be diminished, relieved or otherwise affected by the Developer's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (iii) this Personal Guaranty shall apply in all modifications to the Agreement of any nature agreed to by the Developer with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

DEVELOPER: \_\_\_\_\_

PERSONAL GUARANTORS:

Individually
Print Name
Address
City                      State                      Zip Code
Telephone

Individually
Print Name
Address
City                      State                      Zip Code
Telephone

---

Individually

---

Print Name

---

Address

---

City	State	Zip Code
------	-------	----------

---

Telephone

---

Individually

---

Print Name

---

Address

---

City	State	Zip Code
------	-------	----------

---

Telephone





**APPENDIX B**

**DEVELOPMENT SCHEDULE**

You acknowledge and agree that a material provision of the Area Development Agreement is that the following number of BUFFALO WILD WINGS® Restaurants must be opened and continuously operating in the Development Territory in accordance with the following Development Schedule:

<b>Restaurant Number</b>	<b>Restaurant Type</b>	<b>Date by Which Franchise Agreement Must be Signed</b>	<b>Date by Which the Restaurant Must be Opened and Continuously Operating for Business in the Territory</b>	<b>Cumulative number of Restaurants Required to be Open and Continuously Operating for Business in the Development Territory as of the Date in Preceding Column</b>
1		Date of this Agreement		1
2				2

For purposes of determining compliance with the above Development Schedule, only the Restaurants actually open and continuously operating for business in the Development Territory as of a given date will be counted toward the number of Restaurants required to be open and continuously operating for business.

DEVELOPER:  
\_\_\_\_\_

FRANCHISOR:  
BUFFALO WILD WINGS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF CALIFORNIA

This Addendum pertains to franchises sold in the State of California and is for the purpose of complying with California statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follow:

1. Article 7 of the Area Development Agreement, under the heading "Default and Termination," shall be supplemented by the addition of the following paragraph:

"The California Franchise Relations Act (Business and Professions Code Section 2000 through 20043), provides franchisees with additional rights concerning termination and nonrenewal of this Agreement and certain provisions of this Agreement relating to termination and nonrenewal may be superseded by the Act."

2. This Agreement is further modified to the extent described as follows:

The area development agreement requires that disputes be resolved in the forum of Minnesota. This provision may not be enforceable under California law.

3. In all other respects, the Area Development Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

DEVELOPER:

FRANCHISOR:

\_\_\_\_\_

BUFFALO WILD WINGS INTERNATIONAL, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF ILLINOIS

This Addendum pertains to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

1. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” Accordingly, the fourth and fifth sentences of Section 10.C of the Agreement are hereby deleted in their entirety.

2. Section 10.C of the Agreement is hereby amended to include the following:

Nothing in this Section 10.C, however, may be construed to mean that you may not rely on the BUFFALO WILD WINGS® Disclosure Document that we provided to you in connection with the offer and purchase of your BUFFALO WILD WINGS® Business. Although the statements in the Disclosure Document do not become part of the Area Development Agreement, nothing in the Disclosure Document may contradict or be inconsistent with the contract terms.

3. The first sentence of Section 10.G is therefore deleted in its entirety, and the following substituted in lieu thereof:

Subject to Section 10.M, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Designated Area in which you are located.

4. Section 10.F(1) is deleted in its entirety and replaced with the following:

Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties’ rights under the Federal Arbitration Act in accordance with Section 10.M of this Agreement, the parties’ rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws of Illinois.

5. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

DEVELOPER:

\_\_\_\_\_

FRANCHISOR

BUFFALO WILD WINGS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF MARYLAND

This Addendum pertains to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is hereby added to the end of Section 10.C:

Nothing in this Section 10.C, however, will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. Section 10.G is amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Section 10.G is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

3. Any provision in the Agreement that requires you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

DEVELOPER:

FRANCHISOR

\_\_\_\_\_

BUFFALO WILD WINGS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving the BUFFALO WILD WINGS® mark, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the franchise agreement.

3. Section 10.H is hereby deleted in its entirety.

4. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

5. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

DEVELOPER:

FRANCHISOR

\_\_\_\_\_

BUFFALO WILD WINGS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF NORTH DAKOTA

This Addendum pertains to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

1. The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The first sentence of Section 10.G is therefore deleted in its entirety, and the following substituted in lieu thereof:

Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration must be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota or the federal or state court of the Development Territory in which you are located.

2. Section 10.H is hereby deleted from the Area Development Agreement, as a waiver of punitive damages is considered unenforceable in the State of North Dakota.

3. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

DEVELOPER:

FRANCHISOR

\_\_\_\_\_

BUFFALO WILD WINGS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



ADDENDUM TO  
BUFFALO WILD WINGS  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF RHODE ISLAND

This Addendum pertains to franchises sold in the State of Rhode Island and is for the purpose of complying with Rhode Island statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The Rhode Island Franchise Investment Act (the "Act") at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The parties agree that to the extent that any provision in any of the Contracts entered into by the parties are inconsistent with the Act, the provisions of the Act shall control. They furthermore expressly agree that Rhode Island law shall be applied to, and govern, any claim between the parties that alleges violation of the Act.

2. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the parties to the attached Buffalo Wild Wings International, Inc. Area Development Agreement agree to the following:

“The cross-default provision in Section 7.B of the Area Development Agreement will not be applicable to the Area Development Agreement signed by the Virginia franchisee entering into the attached agreement.”

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

DEVELOPER:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF WASHINGTON

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

1. Section 10.C of the Area Development Agreement is amended by the addition of the following language:

If any of the provisions in the Franchise Disclosure Document or Area Development Agreement are inconsistent with the relationship provisions of R.C.W. 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and Area Development Agreement with regard to any franchise sold in Washington.

2. Section 10 of the Area Development Agreement is amended by the addition of the following language:

A release or waiver of rights executed by you will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

3. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

DEVELOPER:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISOR:

BUFFALO WILD WINGS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDENDUM TO  
BUFFALO WILD WINGS®  
AREA DEVELOPMENT AGREEMENT FOR THE  
STATE OF WISCONSIN

This Addendum pertains to franchisees in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Agreement is amended to include the following:

1. Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, Section 7.B of the Agreement is extended as follows:

We will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

3. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

DEVELOPER:

FRANCHISOR

\_\_\_\_\_

BUFFALO WILD WINGS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENT ADDENDUM TO  
BUFFALO WILD WINGS® AREA DEVELOPMENT AGREEMENT**

As you know, you and we are entering into Area Development Agreement for the development and operation of BUFFALO WILD WINGS® restaurants. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

**Acknowledgments and Representations\***

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least (a) 14 calendar days prior to signing the Area Development Agreement; **or** (b) if you are a resident of **New York, or Rhode Island**, at the earlier of the first personal meeting or 10 business days before the execution of the Area Development Agreement (or other agreement) or payment of any consideration; **or** (c) if you are a resident of **Michigan, Oregon, Washington or Wisconsin**, at the earlier of 10 business days before the execution of any binding agreement or payment of any consideration?  
Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
2. Have you studied and reviewed carefully our Disclosure Document and Area Development Agreement?  
Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
3. If the Franchisor made any unilateral changes to the Franchise Agreement or Area Development Agreement, did you receive a copy of the complete revised agreement at least 7 calendar days prior to the date on which the Franchise Agreement or Area Development Agreement was executed? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
4. Did you understand all the information contained in both the Disclosure Document and Area Development Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
5. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document? Check one:  Yes  No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_
6. Except as state in Item 19, did any employee or other person speaking on behalf of Buffalo Wild Wings International, Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any BUFFALO WILD WINGS® location or business, or the likelihood of success at your franchised business? Check one:  Yes  No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_
7. Did any employee or other person speaking on behalf of Buffalo Wild Wings International, Inc. make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document. Check one:  Yes  No. If yes, please comment: \_\_\_\_\_  
\_\_\_\_\_

8. Do you understand that the franchise granted is for the right to develop and operate the Restaurants in the Development Territory, as stated in Subparagraph 2.B, and that, according to Subparagraph 2.D, we and our affiliates have the right to distribute products through alternative methods of distribution and to issue franchises or operate competing businesses for or at locations, as we determine, (i) outside of your Designated Area using any trademarks; (ii) inside your Development Territory using any trademarks other than the BUFFALO WILD WINGS® Trademark; and (iii) inside the Development Territory using the BUFFALO WILD WINGS® Trademark, for facilities at Special Sites and Limited Seating Facilities (subject to your right of first refusal with respect to Limited Seating Facilities, as detailed in the ADA)? Check one:  Yes  No. If no, please comment: \_\_\_\_\_
- 
9. Do you understand that the success or failure of the development and operation of your Restaurants will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the BUFFALO WILD WINGS® trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Business may change? Check one  Yes  No. If no, please comment: \_\_\_\_\_
- 
10. Do you understand that the current economic crisis and financial situation in the U.S. and abroad could have a negative impact on the restaurant industry, the BUFFALO WILD WINGS® franchise system and your business? Check one  Yes  No. If no, please comment: \_\_\_\_\_
- 

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.**

APPROVED ON BEHALF OF  
BUFFALO WILD WINGS INTERNATIONAL,  
INC.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law. Except to the extent we have negotiated changes to the Franchise Agreement that differ from the FDD, nothing in this Acknowledgement Addendum or in any related agreement is intended to disclaim representations made in Buffalo Wild Wings International, Inc.'s 2012 FDD that was furnished to you.

**EXHIBIT E**

**List of Restaurant Locations as of December 25, 2011**

**RESTAURANTS OWNED BY US,  
OUR PARENT AND ITS AFFILIATES  
AS OF DECEMBER 25, 2011**

**ALABAMA**

Buffalo Wild Wings – Opelika  
2257 Tiger Town Parkway  
Opelika, AL 36801  
334-741-0989

**ARIZONA**

Buffalo Wild Wings-Chandler  
3163 West Chandler Blvd.,  
Suite V120  
Chandler, AZ 85226  
480-289-5200

Buffalo Wild Wings-Happy Valley  
2510 W. Happy Valley, Suite 1241  
Phoenix, AZ 85085  
623-207-6900

Buffalo Wild Wings – Superstition  
Springs  
6560 East Superstition Springs Blvd.  
Mesa, AZ 85206  
480-214-9464

Buffalo Wild Wings-Tempe  
705 S. Rural Road, Suite 101  
Tempe, AZ 85281  
480-858-9464

**CALIFORNIA**

Buffalo Wild Wings – Cerritos  
11255 E. 183<sup>rd</sup> Street  
Cerritos, CA 90703  
562-865-9464

Buffalo Wild Wings-Citrus Heights  
6301 Sunrise Blvd.  
Citrus Heights, CA 95610  
916-729-9464

Buffalo Wild Wings – Downey  
193 Stonewood Court  
Downey, CA 90241  
562-923-9464

Buffalo Wild Wings-Folsom  
2759 East Bidwell Street  
Folsom, CA 95630  
916-496-8700

Buffalo Wild Wings – Fresno  
3065 E. Shaw Avenue  
Fresno, CA 93710  
559-348-9080

Buffalo Wild Wings-Modesto  
3401 Dale Road #830  
Modesto, CA 95356  
209-530-9464

Buffalo Wild Wings – Oxnard  
1600 East Gonzales Road  
Oxnard, CA 93036  
805-988-9464

Buffalo Wild Wings – Puente Hills  
1576 S. Azusa Avenue  
Industry, CA 91745  
626-810-6479

Buffalo Wild Wings – San Jose  
1620 Saratoga Avenue  
San Jose, CA 95129  
408-370-6701

Buffalo Wild Wings-Stockton  
4751 Pacific Avenue  
Stockton, CA 95207  
209-478-4351

Buffalo Wild Wings – Visalia  
4125 Mooney Blvd.  
Visalia, CA 93277  
559-635-0785

**COLORADO**

Buffalo Wild Wings – Aurora  
10500 East Garden Drive  
Aurora, CO 80012  
720-213-1100

Buffalo Wild Wings-Brighton  
2025 Prairie Center Parkway  
Brighton, CO 80601  
303-655-9464

Buffalo Wild Wings – Centennial  
8255 South Chester Street, Ste 200  
Centennial, CO 80112  
303-768-9464

Buffalo Wild Wings – Colorado  
Springs  
7425 N. Academy Blvd.  
Colorado Springs, CO 80920  
719-594-9464

Buffalo Wild Wings – Denver  
7607 E. 36<sup>th</sup> Avenue, Suite 830  
Denver, CO 80238  
303-322-0551

Buffalo Wild Wings – Ft. Collins  
150 East Harmony Road, Unit 2A  
Ft. Collins, CO 80525  
970-266-9467

Buffalo Wild Wings – Greeley  
4711 West 29th Street, Unit A  
Greeley, CO 80634  
970-330-9988

Buffalo Wild Wings-Larkridge  
16540 N. Washington Street  
Thornton, CO 80023  
303-524-3800

Buffalo Wild Wings – Lakewood  
5138 South Wadsworth  
Lakewood, CO 80123  
303-978-9424

Buffalo Wild Wings - Lakewood  
Common  
415 South Wadsworth Blvd.  
Lakewood, CO 80226  
720-963-9464



Buffalo Wild Wings – Longmont  
2303 Clover Basin Drive  
Longmont, CO 80501  
303-485-9464

Buffalo Wild Wings – Loveland  
1505 Rocky Mountain Avenue  
Loveland, CO 80539  
970-461-1999

Buffalo Wild Wings - Pueblo  
5821 North Elizabeth Street  
Pueblo, CO 81008  
719-543-9464

Buffalo Wild Wings – Superior  
404 Marshall Road  
Superior, CO 80027  
303-497-9464

Buffalo Wild Wings – Thornton  
10090 Grant Street  
Thornton, CO 80229  
720-929-9464

Buffalo Wild Wings - Westminster  
The Shops at Walnut Creek  
10436 Town Center Drive, Ste 100  
Westminster, CO 80021  
303-465-2999

Buffalo Wild Wings-Colorado  
Springs  
2905 Geyser Drive  
Colorado Springs, CO 80906  
719-219-1500

## **FLORIDA**

Buffalo Wild Wings-N. Jacksonville  
13230 City Station Drive  
Jacksonville, FL 32218  
904-757-5777

Buffalo Wild Wings – Orange Park  
1940 Welles Road  
Orange Park, FL 32073  
904-215-4969

Buffalo Wild Wings-Pensacola  
5153 Bayou Blvd.  
Pensacola, FL 32505  
850-471-2989

Buffalo Wild Wings – West  
Melbourne  
4325 Norfolk Parkway  
West Melbourne, FL 32904  
321-951-2138

## **GEORGIA**

Buffalo Wild Wings – Alpharetta  
2375 Mansell Road  
Alpharetta, GA 30022  
678-352-4599

Buffalo Wild Wings – Augusta  
120 Robert C Daniel Parkway  
Augusta, GA 30909  
706-736-1778

Buffalo Wild Wings – Centerville  
2926 Watson Blvd.  
Centerville, GA  
478-953-2147

Buffalo Wild Wings – Barrett Creek  
125 Ernest Barrett Parkway  
Marietta, GA 30066  
678-354-9464

Buffalo Wild Wings-Brunswick  
718 Glynn Isles  
Brunswick, GA 31525  
912-554-1203

Buffalo Wild Wings – Columbus  
5555 Whittlesey Parkway  
Columbus, GA 31909  
706-507-2110

Buffalo Wild Wings – Douglasville  
6790 Douglas Blvd.  
Douglasville, GA 30135  
678-391-8470

Buffalo Wild Wings – Dunwoody  
8371 Roswell Road  
Dunwoody, GA 30350  
770-643-0074

Buffalo Wild Wings – Hiram  
5000 Jimmy Lee Smith Parkway  
Hiram, GA 30141  
770-439-3744

Buffalo Wild Wings – Lithonia  
7322 Stonecrest Concourse  
Lithonia, GA 30038  
770-482-9453

Buffalo Wild Wings-Valdosta  
1553 Baytree Road  
Valdosta, GA 31602  
229-241-7246

## **ILLINOIS**

Buffalo Wild Wings – Aurora  
1460 N. Orchard Road, Suite 104  
Aurora, IL 60504  
630-907-2064

Buffalo Wild Wings – Berwyn  
7130 Cermak Road  
Berwyn, IL 60402  
708-749-2319

Buffalo Wild Wings – DeKalb  
2466 Sycamore Road  
DeKalb, IL 60115  
815-754-9299

Buffalo Wild Wings - Geneva  
820 Geneva Commons  
Geneva, IL 60134  
630-262-9464

Buffalo Wild Wings – Lombard  
207 East Roosevelt Road  
Lombard, IL 60148  
630-889-9464

Buffalo Wild Wings – Machesney  
Park  
1513 West Lane Road  
Machesney Park, IL 61115  
815-633-7928

Buffalo Wild Wings-Moline  
Southpark Mall  
4408 South 16<sup>th</sup> Street  
Moline, IL 61265  
309-757-0774

Buffalo Wild Wings – Oswego  
1550 Douglas Road  
Oswego, IL 60543  
630-554-5658

Buffalo Wild Wings – Rockford  
6275 East State Road  
Rockford, IL 61108  
815-397-5649

Buffalo Wild Wings – Shorewood  
1023 Brookforest Avenue  
Shorewood, IL 60404  
815-439-3320

Buffalo Wild Wings – South Elgin  
402 Randall Road  
South Elgin, IL 60177  
847-697-5736

Buffalo Wild Wings – Waukegan  
3961 Fountain Square Place  
Waukegan, IL 60085  
847-473-3194

Buffalo Wild Wings-Willowbrook  
7111 South Kingery Highway  
Willowbrook, IL 60527  
630-455-6051

#### **INDIANA**

Buffalo Wild Wings – Clarksville  
1112 Veterans Parkway  
Clarksville, IN 47129  
812-283-9464

Buffalo Wild Wings – Eagle Plaza  
5405 Pearl Drive  
Evansville, IN 47712  
812-423-9464

Buffalo Wild Wings – Green River  
715 N. Green River Road  
Evansville, IN 47715  
812-471-9464

Buffalo Wild Wings – Lawrence  
10625 Pendleton Pike, Suite A12  
Lawrence, IN 46236  
317-826-4833

Buffalo Wild Wings – Plainfield  
2683 East Main Street, Suite 117  
Plainfield, IN 46168  
317-837-2770

Buffalo Wild Wings – Richmond  
4661 National Road East  
Richmond, IN 47374  
765-935-9999

Buffalo Wild Wings – Terre Haute  
3718 South U.S. Highway 42  
Terre Haute, IN 47802  
812-242-9464

#### **IOWA**

Buffalo Wild Wings – Ames  
400 S. Duff Avenue  
Ames, IA 50010  
515-232-9464

Buffalo Wild Wings – Ankeny  
1690 SE Delaware Drive, Suite 117  
Ankeny, IA 50021  
515-964-1029

Buffalo Wild Wings - Blairs Ferry  
1100 Blairs Ferry Road, Suite 101  
Cedar Rapids, IA 52402  
319-378-8886

Buffalo Wild Wings-Cedar Falls  
6406 University Avenue  
Cedar Falls, IA 50613  
319-553-0029

Buffalo Wild Wings – Cedar Rapids  
2020 Edgewood Road SW  
Cedar Rapids, IA 52404  
319-390-6995

Buffalo Wild Wings - Coralville  
2500 Corridor Way, Suite 1  
Coralville, IA 52241  
319-338-9464

Buffalo Wild Wings-Council Bluffs  
3701 Metro Drive, Suite 100  
Council Bluffs, IA 51503  
712-366-0067

Buffalo Wild Wings – Davenport  
4860 Utica Ridge Road  
Davenport, IA 52807  
563-359-0800

Buffalo Wild Wings – Dubuque  
2805 NW Arterial  
Dubuque, IA 52002  
563-584-9464

Buffalo Wild Wings – Mason City  
4175 4th Street SW  
Mason City, IA 50401  
641-421-9464

Buffalo Wild Wings-Merle Hay Road  
4345 Merle Hay Road  
Des Moines, IA 50309  
515-270-5005

Buffalo Wild Wings – Old Capitol  
Mall  
201 Clinton Street, Suite 120  
Iowa City, IA 52240  
319-887-9464

Buffalo Wild Wings – Sioux City  
5001 Sergeant Road, Suite 355  
Sioux City, IA 51106  
712-266-9464

Buffalo Wild Wings - West Des  
Moines  
Jordan Creek Town Center  
6925 Mill Civic Parkway  
West Des Moines, IA 50266  
515-221-9464

#### **KANSAS**

Buffalo Wild Wings – Aggieville  
1231 Moro Street  
Manhattan, KS 66502  
785-323-9464

Buffalo Wild Wings – Derby  
1918 North Rock Road, Suite 100  
Derby, KS 67037  
316-788-9464

Buffalo Wild Wings – Mass Street  
1012 Massachusetts Avenue  
Lawrence, KS 66044  
785-838-9464

Buffalo Wild Wings – New Market Sq.  
2413 N. Maize Road, Suite 105  
Wichita, KS 67205  
316-722-9464

Buffalo Wild Wings – North Rock Ctr.  
3236 North Rock Road, Suite 190  
Wichita, KS 67226  
316-636-9464

Buffalo Wild Wings – Olathe  
12110 S. Strang Line Road  
Olathe, KS 66062  
913-393-0638

Buffalo Wild Wings – Overland Park  
7030 W. 105th Street  
Overland Park, KS 66212  
913-341-9464

Buffalo Wild Wings - Overland Park South  
13749 Metcalf Avenue  
Overland Park, KS 66223  
913-227-4688

Buffalo Wild Wings - Topeka  
1227 SW Wannamaker Rd., Ste 400  
Topeka, KS 66604  
785-783-2999

## **KENTUCKY**

Buffalo Wild Wings – Bowling Green  
1760 Scottsville Road  
Bowling Green, KY 42104  
270-842-9464

Buffalo Wild Wings – Cold Spring  
42 M. L. Collins Drive  
Cold Spring, KY 41076  
859-781-9464

Buffalo Wild Wings – Florence  
8840 Bankers Street  
Florence, KY 41042  
859-746-9464

Buffalo Wild Wings – Ft. Wright  
Shoppes at Ft. Wright  
3441 Valley Plaza Parkway  
Ft. Wright, KY 41017  
859-344-9464

Buffalo Wild Wings – Madison Pike  
2004 Centennial Blvd.  
Independence, KY 41051  
859-356-0602

Buffalo Wild Wings – Jeffersontown  
9134 Taylorsville Road  
Jeffersontown, KY 40299  
502-499-2356

Buffalo Wild Wings – Middletown  
12901 Shelbyville Road  
Middletown, KY 40243  
502-254-9464

Buffalo Wild Wings – Owensboro  
4736 Frederica St.  
Owensboro, KY 43201  
270-686-7800

Buffalo Wild Wings – Paducah  
2916 James Sanders Blvd.  
Paducah, KY 42001  
270-444-5795

Buffalo Wild Wings – South Broadway  
1080 S. Broadway, #104  
Lexington, KY 40504  
859-233-2999

Buffalo Wild Wings – Todd Center  
3094 Todds Road  
Lexington, KY 40508  
859-263-9464

Buffalo Wild Wings-Richmond  
2139 Lantern Ridge Road, Suite 100  
Richmond, KY 40475  
859-624-2437

## **MARYLAND**

Buffalo Wild Wings – Lexington Park  
46370 Lexington Village Way  
Lexington Park, MD 20653  
240-237-8144

## **MINNESOTA**

Buffalo Wild Wings – Apple Valley  
14658 Cedar Ave. S., Suite D  
Apple Valley, MN 55124  
952-997-2271

Buffalo Wild Wings - Baxter  
14643 Edgewood Drive, Suite 100  
Baxter, MN 56423  
218-828-8900

Buffalo Wild Wings – Blaine  
76 Northtown Drive  
Blaine, MN 55434  
763-784-9464

Buffalo Wild Wings – Champlin  
11580 Theatre Drive  
Champlin, MN 55316  
763-427-9464

Buffalo Wild Wings – Chanhassen  
550 West 79th Street  
Chanhassen, MN 55317  
952-934-9453

Buffalo Wild Wings – Coon Rapids  
3395 River Rapids Drive  
Coon Rapids, MN 55448  
763-253-2999

Buffalo Wild Wings – Crystal Galleria  
5590 West Broadway  
Crystal, MN 55428  
763-531-2356

Buffalo Wild Wings – Duluth  
1307 Miller Trunk Highway  
Duluth, MN 55811  
218-722-5100

Buffalo Wild Wings – Eagan  
1280 Promenade Place  
Eagan, MN 55121  
651-414-6200

Buffalo Wild Wings – Elk River  
778 Freeport Ave.  
Elk River, MN 55330  
763-241-9464

Buffalo Wild Wings – Lakeville  
18425 Orchard Trail  
Lakeville, MN 55044  
952-898-2999

Buffalo Wild Wings – Mall of  
America  
312 South Avenue, S312  
Bloomington, MN 55425  
952-346-3740

Buffalo Wild Wings – Maplewood  
3085 White Bear Avenue North  
Maplewood, MN 55109  
651-770-9464

Buffalo Wild Wings – Monticello  
9221 Cedar Street  
Monticello, MN 55362  
763-295-9464

Buffalo Wild Wings – Oak Park  
Heights  
5991 Norwich Avenue North  
Oak Park Heights, MN 55082  
651-351-9464

Buffalo Wild Wings – Oakdale  
8346 3rd Street North  
Oakdale, MN 55128  
651-734-9464

Buffalo Wild Wings-Owatonna  
1100 West Frontage Road  
Owatonna, MN 55060  
507-455-2700

Buffalo Wild Wings – Plymouth  
Plymouth Marketplace  
3505 Vicksburg Lane  
Plymouth, MN 55447  
763-551-9464

Buffalo Wild Wings – Roseville  
Har Mar Mall  
2100 Snelling Avenue, Ste #80  
Roseville, MN 55113  
651-636-9464

Buffalo Wild Wings – St. Cloud  
West Point Center  
3701 W. Division Street, Suite 111  
St. Cloud, MN 56301  
320-656-9464

Buffalo Wild Wings – Savage  
7551 Eagan Drive  
Savage, MN 55378  
952-226-1600

Buffalo Wild Wings-Station 19  
2001 SE University Ave., Ste. 100  
Minneapolis, MN 55414  
612-617-9464

Buffalo Wild Wings–West St. Paul  
1458 South Robert Street  
West St. Paul, MN 55118  
651-450-9464

#### **MISSISSIPPI**

Buffalo Wild Wings–Olive Branch  
7995 Craft Goodman Road  
Olive Branch, MS 38654  
662-890-7285

Buffalo Wild Wings-Southaven  
7188 Airways Blvd.  
Southaven, MS 28671  
662-349-7776

#### **MISSOURI**

Buffalo Wild Wings–Belton  
1121 East North Avenue  
Belton, MO 64012  
816-318-9464

Buffalo Wild Wings–Independence  
20110 E. Jackson Drive  
Independence, MO 64057  
816-795-6200

Buffalo Wild Wings–Kansas City  
9207 Northeast M-152 Highway  
Kansas City, MO 64157  
816-415-9525

Buffalo Wild Wings–Lee’s Summit  
1806 NW Chipman Road  
Lee’s Summit, MO 64081  
816-246-9453

Buffalo Wild Wings – Raytown  
9490 E. Hwy. 350  
Raytown, MO 64133  
816-313-2999

Buffalo Wild Wings – St. Joseph  
5403 North Belt Highway  
St. Joseph, MO 64506  
816-387-8320

Buffalo Wild Wings – Zona Rosa  
8441 NW Prairie View Road  
Kansas City, MO 64153  
816-741-5174

#### **NEBRASKA**

Buffalo Wild Wings – Bellevue  
10525 S. 15th Street, Suite 100  
Bellevue, NE 68005  
402-991-9464

Buffalo Wild Wings – Grand Island  
809 Allen Drive  
Grand Island, NE 68803  
308-381-7983

Buffalo Wild Wings – Maple  
14615 West Maple Road #100  
Omaha, NE 68116  
402-482-9464

Buffalo Wild Wings – S. Western  
Plaza  
4287 S. 144th Street  
Omaha, NE 68137  
402-861-9464

Buffalo Wild Wings – Heritage Plaza  
205 N. 76th Street  
Omaha, NE 68114  
402-343-9464

Buffalo Wild Wings – Papillion  
11651 South 73<sup>rd</sup> Street  
Papillion, NE 68046  
402-596-9464

#### **NEVADA**

Buffalo Wild Wings – Centennial  
Parkway  
150 East Centennial Parkway, Suite  
101  
North Las Vegas, NV 89084  
702-649-3054

Buffalo Wild Wings – Flamingo  
4280 Hualapia #108  
Las Vegas, NV 89147  
702-251-3911

Buffalo Wild Wings – Galleria  
617 Mall Ring Circle  
Henderson, NV 89014  
702-456-1237

Buffalo Wild Wings – Henderson  
10271 South Eastern Avenue, Suite  
121  
Henderson, NV 89052  
702-492-1880

Buffalo Wild Wings – Horizon  
65 East Horizon Ridge Parkway  
Henderson, NV 89015  
702-564-5795

Buffalo Wild Wings – Montecito  
6640 North Durango Drive, Suite  
110  
Las Vegas, NV 89149  
702-395-2455

Buffalo Wild Wings – N. Las Vegas  
190 West Craig Road  
North Las Vegas, NV 89032  
702-642-0055

Buffalo Wild Wings – Rhodes Ranch  
7345 South Durango Drive, Suite  
118-121  
Las Vegas, NV 89113  
702-260-4800

Buffalo Wild Wings – South Strip  
7430 Las Vegas Blvd. South  
Las Vegas, NV 89123  
702-614-0238

## **NEW JERSEY**

Buffalo Wild Wings – Gloucester  
627 Cross Keys Road  
Sicklerville, NJ 08081  
856-728-0382

Buffalo Wild Wings – Millville  
2164 N. 2<sup>nd</sup> Street  
Millville, NJ 08332  
856-825-8344

## **NEW YORK**

Buffalo Wild Wings – Auburn  
1612 Clark Street  
Auburn, NY 13021  
315-252-2999

Buffalo Wild Wings – Cicero  
5671 East Circle Drive, Suite 300  
Cicero, NY 13039  
315-452-9464

Buffalo Wild Wings-Clifton Park  
22 Clifton Country Road  
Store #130  
Clifton Park, NY 12065  
518-371-9464

Buffalo Wild Wings-Hamburg  
3540 McKinley Parkway  
Hamburg, NY 14219  
716-826-3429

Buffalo Wild Wings – Henrietta  
780 Jefferson Road  
Rochester, NY 14623  
585-475-1240

Buffalo Wild Wings-Horseheads  
1631 County Road 64, Unit G2  
Horseheads, NY 14845  
607-739-9464

Buffalo Wild Wings-Ithaca  
410 Elmira Road  
Suite 200, Building 3  
Ithaca, NY 14850  
607-273-0340

Buffalo Wild Wings – Niagara Falls  
1594 Military Road, Suite 100  
Niagara Falls, NY 14304  
716-297-1144

Buffalo Wild Wings – Tonawanda  
1620 Niagara Falls Blvd.  
Tonawanda, NY 14150  
716-833-3111

Buffalo Wild Wings – Watertown  
1290 Arsenal Street  
Watertown, NY 13601  
315-779-9464

## **NORTH CAROLINA**

Buffalo Wild Wings – Asheville  
4 Tunnel Road  
Asheville, NC 28805  
828-251-7384

Buffalo Wild Wings – Burlington  
3128 Walden Lane  
Burlington, NC 27215  
336-538-6968

Buffalo Wild Wings – Charlotte  
440 East McCullough Drive, Ste 230  
Charlotte, NC 28262  
704-510-1545

Buffalo Wild Wings – Concord  
289 George Bay Court  
Concord, NC 28027  
704-782-9464

Buffalo Wild Wings – Garner  
148 Shenstone Blvd.  
Garner, NC 27529  
919-661-5238

Buffalo Wild Wings – Gastonia  
422 Cox Road  
Gastonia, NC 28056  
704-349-4060

Buffalo Wild Wings – Hickory  
2049 Catawba Valley Blvd. SE  
Hickory, NC 28602  
828-327-9464

Buffalo Wild Wings – High Point  
5836 Samet Drive, Suite 115  
High Point, NC 27265  
336-841-4050

Buffalo Wild Wings – Knightdale  
6700 Knightdale Blvd.  
Knightdale, NC 27545  
919-217-2559

Buffalo Wild Wings – Matthews  
2530 Sardis Road North  
Charlotte, NC 28227  
704-849-9464

Buffalo Wild Wings-NASCAR HOF  
400 E. Martin Luther King Jr. Blvd.,  
Unit B  
Charlotte, NC 28202  
704-971-9464

Buffalo Wild Wings – Skibo Road  
2097 Skibo Road  
Fayetteville, NC 28314  
910-868-1561

Buffalo Wild Wings – Wilson  
2800 W. Raleigh Road Parkway  
Wilson, NC 27896  
252-234-9464

Buffalo Wild Wings – Winston-  
Salem  
1045 Hanes Mall Blvd.  
Winston-Salem, NC 27101  
336-760-9233

## **OHIO**

Buffalo Wild Wings – Avery Square  
6595 Perimeter Drive  
Dublin, OH 43016  
614-766-9464

Buffalo Wild Wings – Beavercreek  
2776 Centre Drive  
Fairborn, OH 45324  
937-431-8555

Buffalo Wild Wings – Blue Ash  
4550 Glendale-Milford Road  
Cincinnati, OH 45242  
513-563-9464

Buffalo Wild Wings – Calhoun Street  
200 Calhoun Street  
Cincinnati, OH 45219  
513-281-9464

Buffalo Wild Wings – Circleville  
152 Summit Avenue  
Circleville, OH 43113  
740-420-2999

Buffalo Wild Wings – Colerain  
8405 Colerain Ave.  
Cincinnati, OH 45239  
513-741-2999

Buffalo Wild Wings – Dayton  
1900 Brown Street  
Dayton, OH 45409  
937-222-9464

Buffalo Wild Wings – Englewood  
891 South Main Street  
Englewood, OH 45322  
937-836-8555

Buffalo Wild Wings – Fairfield  
3417 Princeton Road  
Fairfield, OH 45011  
513-737-2999

Buffalo Wild Wings – Huber Heights  
7875 Wayne Town Blvd.  
Huber Heights, OH 45424  
937-237-7771

Buffalo Wild Wings – Kettering  
262 East Stroop Road  
Kettering, OH 45429  
937-424-3999

Buffalo Wild Wings – Lane & High  
2147 North High Street  
Columbus, OH 43201  
614-291-2362

Buffalo Wild Wings – Delaware  
475 Houk Road  
Delaware, OH 43015  
740-363-9464

Buffalo Wild Wings – Forest Park  
Cobblewood Shopping Center  
1081 Smiley Avenue  
Forest Park, OH 45240  
513-674-7868

Buffalo Wild Wings – Gahanna  
1380 Cherry Bottom Road  
Gahanna, OH 43230  
614-478-7972

Buffalo Wild Wings – Georgesville  
Sq.  
1690 Georgesville Square Drive  
Columbus, OH 43228  
614-870-8220

Buffalo Wild Wings - Graceland  
152 Graceland Blvd.  
Graceland, OH 43214  
614-880-9370

Buffalo Wild Wings – Harper’s  
Station  
11363 Montgomery Rd.  
Cincinnati, OH 45249  
513-530-9464

Buffalo Wild Wings – Kenwood  
7714 D. Montgomery Road  
Cincinnati, OH 45236  
513-891-9453

Buffalo Wild Wings - Lebanon  
1248 Columbus Avenue  
Lebanon, OH 45036  
513-228-2120

Buffalo Wild Wings – Marysville  
651 Coleman’s Crossing Blvd.  
Marysville, OH 43040  
937-642-1452

Buffalo Wild Wings – Milford  
175 Rivers Edge Drive  
Milford, OH 45150  
513-248-9464

Buffalo Wild Wings – Norwood  
2692 Madison Road, #A7  
Norwood, OH 45208  
513-351-9464

Buffalo Wild Wings – Oxford  
10 East Walnut Street  
Oxford, OH 45056  
513-524-2999

Buffalo Wild Wings – Polaris  
Parkway  
2137 Polaris Parkway  
Columbus, OH 43240  
614-985-3164

Buffalo Wild Wings – Powell  
3878 Attucks Drive  
Powell, OH 43065  
614-766-5371

Buffalo Wild Wings – Skytop Pavilion  
5240 Beechmont Ave.  
Cincinnati, OH 45230  
513-233-9464

Buffalo Wild Wings – Springboro  
774 North Main Street  
Springboro, OH 45066  
937-748-0401

Buffalo Wild Wings – Sugarcreek  
6210 Wilmington Pike  
Centerville, OH 45459  
937-848-2999

Buffalo Wild Wings – West Carrollton  
2082 South Alex Road  
West Carrollton, OH 45449  
937-847-2999

Buffalo Wild Wings – West Chester  
9243 Schulze Drive  
West Chester, OH 45069  
513-942-9464

Buffalo Wild Wings – Whitehall  
3920 East Broad Street  
Whitehall, OH 43213  
614-453-9464

## **PENNSYLVANIA**

Buffalo Wild Wings – Cranberry Township  
20215 Route 19  
Cranberry Township, PA 16066  
724-742-9464

Buffalo Wild Wings – Downingtown  
103 Quarry Road  
Downingtown, PA 19335  
610-269-1157

Buffalo Wild Wings – Easton  
3798 Dryland Way  
Easton, PA 18045  
610-330-6950

Buffalo Wild Wings – Gibsonia  
500 Grandview Xing Drive, Suite 90  
Gibsonia, PA 15044  
724-443-2999

Buffalo Wild Wings – Greensburg  
5274 Route 30, Suite 21  
Greensburg, PA 15044  
724-850-9464

Buffalo Wild Wings – Langhorne  
2763 E. Lincoln Highway  
Langhorne, PA 19047  
215-946-2080

Buffalo Wild Wings – Roosevelt Boulevard  
9701 Roosevelt Road  
Philadelphia, PA 19114  
215-552-0025

Buffalo Wild Wings – The Pointe  
480 Home Drive  
Pittsburgh, PA 15275  
412-788-9464

Buffalo Wild Wings – West Mifflin  
9996 Mountain View Drive  
West Mifflin, PA 15122  
412-653-3460

Buffalo Wild Wings – Wilkins Township  
3469 William Penn Highway  
Wilkins Township, PA 15235  
412-824-1720

## **SOUTH CAROLINA**

Buffalo Wild Wings – Devine Street  
4500 Devine Street  
Columbia, SC 29205  
803-738-8090

Buffalo Wild Wings – Florence  
2601 David McLeod Blvd.  
Florence, SC 29501  
843-292-8995

Buffalo Wild Wings-Greenville  
1125 Woodruff Road  
Greenville, SC 29607  
864-286-3843

Buffalo Wild Wings – Harbison  
1000 Bower Parkway  
Columbia, SC 29212  
803-407-3431

Buffalo Wild Wings – Lexington  
5570 Sunset Blvd., Suite A  
Lexington, SC 29072  
803-957-2999

Buffalo Wild Wings – Northeast Columbia  
10056 Two Notch Road  
Columbia, SC 29223  
803-865-5222

Buffalo Wild Wings – Spartanburg  
1494 W O Ezell Blvd.  
Spartanburg, SC 29301  
864-576-0257

## **TENNESSEE**

Buffalo Wild Wings – Alcoa  
224 Hamilton Crossings Drive  
Alcoa, TN 37701  
865-983-5677

Buffalo Wild Wings – Clarksville  
110 S. Hampton Place  
Clarksville, TN 37040  
931-552-5327

Buffalo Wild Wings – Cleveland  
625 Paul Huff Parkway  
Cleveland, TN 37312  
423-472-3288

Buffalo Wild Wings – Gallatin  
1109 Nashville Pike  
Gallatin, TN 37066  
615-230-9464

Buffalo Wild Wings – Hack's Cross  
3770 Hack's Cross Road  
Memphis, TN 38125  
901-737-9463

Buffalo Wild Wings – Hendersonville  
310 Indian Lake Blvd.  
Hendersonville, TN 37075  
615-824-2199

Buffalo Wild Wings – Hermitage  
5215 Old Hickory Blvd.  
Hermitage, TN 37076  
615-885-6700

Buffalo Wild Wings-Hixson  
5744 Highway 153  
Hixson, TN 37343  
423-877-3338

Buffalo Wild Wings – Kingsport  
1721 East Stone Drive  
Kingsport, TN 37660  
423-230-0015

Buffalo Wild Wings – Jackson Town  
Sq.  
603 Vann Drive  
Jackson, TN 38305  
731-984-9464

Buffalo Wild Wings – Memphis  
3448 Poplar Avenue  
Memphis, TN 38111  
901-324-9225

Buffalo Wild Wings-Market Street  
120 Market Street  
Chattanooga, TN 37402  
423-634-0468

Buffalo Wild Wings-Mt. Juliet  
100 Adams Lane  
Mt. Juliet, TN 37122  
612-773-9001

Buffalo Wild Wings – Murfreesboro  
Stones River Mall  
207 B. Mall Circle Drive  
Murfreesboro, TN 37129  
615-907-6004

Buffalo Wild Wings – Nashville  
West  
6816 Charlotte Pike Blvd., Ste 110  
Nashville, TN 37205  
615-352-9963

Buffalo Wild Wings – Sevierville  
1430 Hurley Drive  
Sevierville, TN 37862  
865-286-2999

Buffalo Wild Wings – Smyrna  
430 Sam Ridley Parkway West  
Smyrna, TN 37167  
615-459-0070

Buffalo Wild Wings – Spring Hill  
1018 Crossings Blvd.  
Spring Hill, TN 37174  
931-499-7115

Buffalo Wild Wings-Turkey Creek  
11431 Parkside Drive  
Knoxville, TN 37934  
865-966-7300

Buffalo Wild Wings – Wolfchase  
Wolfchase Retail Center  
8385 US Highway 64, Suite 101  
Memphis, TN 38133  
901-380-9294

## TEXAS

Buffalo Wild Wings – Addison  
5000 Belt Line Road #100  
Addison, TX 75240  
972-701-9464

Buffalo Wild Wings – Arlington  
1301 North Collins, Suite 101  
Arlington, TX 76011  
817-860-2999

Buffalo Wild Wings-Baytown  
6604 Garth Road  
Baytown, TX 77521  
281-421-7606

Buffalo Wild Wings – Bedford  
1933 Airport Freeway Blvd.  
Bedford, TX 76021  
817-283-9464

Buffalo Wild Wings – Carrollton  
3320 East Hebron Parkway, Suite  
100  
Carrollton, TX 75010  
972-695-2001

Buffalo Wild Wings – Cedar Hill  
430 East Pleasant Road  
Cedar Hill, TX 75106  
972-291-2443

Buffalo Wild Wings - Conroe  
2948 I-45 North, Suite 500  
Conroe, TX 77303  
936-760-9995

Buffalo Wild Wings - Cypress  
25704 NW Freeway, Suite E  
Cypress, TX 77429  
281-373-2120

Buffalo Wild Wings – Dallas  
4140 Lemmon Avenue, Ste 176  
Dallas, TX 75219  
214-520-7067

Buffalo Wild Wings-Denton  
1400 Loop 288, Suite 110  
Denton, TX 76205  
940-387-0924

Buffalo Wild Wings – Fort Worth  
South Hulen  
5601 South Hulen  
Fort Worth, TX 76132  
817-423-2999

Buffalo Wild Wings – Ft. Worth  
12832 South I-35 Freeway  
Ft. Worth, TX 76028  
817-295-9464

Buffalo Wild Wings – Ft. Worth  
5908 Quebec Street  
Ft. Worth, TX 76135  
817-237-0098

Buffalo Wild Wings-Frisco  
3211 Preston Road, Suite 8  
Frisco, TX 75034  
972-668-9100

Buffalo Wild Wings – Garland  
5125 George Bush Freeway  
Garland, TX 75040  
972-414-2999

Buffalo Wild Wings – Grand  
Parkway  
5520 W Grand Parkway South  
Richmond, TX 77406  
281-232-7024

Buffalo Wild Wings – Grand Prairie  
2315 West Interstate 20  
Grand Prairie, TX 75052  
972-641-9464



Buffalo Wild Wings – Grapevine  
1525 William D. Tate Avenue  
Grapevine, TX 76051  
817-481-9464

Buffalo Wild Wings – Highland  
Village  
3780 Justin Road  
Highland Village, TX 75077  
972-966-0800

Buffalo Wild Wings – Irving  
1200 Market Place  
Irving, TX 75060  
972-432-0011

Buffalo Wild Wings – Katy  
19910 Park Row  
Katy, TX 77449  
281-579-7541

Buffalo Wild Wings – Keller  
2017 South Main Street  
Keller, TX 76248  
817-741-9464

Buffalo Wild Wings – Lewisville  
2613 South Stemmons Freeway  
Lewisville, TX 75067  
214-488-3700

Buffalo Wild Wings-Lufkin  
105 Miles Way, Suite 100  
Lufkin, TX 75901  
936-639-3700

Buffalo Wild Wings – Mansfield  
1716 North US Highway 287  
Mansfield, TX 76063  
817-453-1748

Buffalo Wild Wings – McKinney  
2035 North Central Expressway  
McKinney, TX 75070  
972-548-0746

Buffalo Wild Wings – Mesquite  
3900 Pavilion Court  
Mesquite, TX 75150  
972-279-9464

Buffalo Wild Wings - Plano  
3625 Central Expressway, Suite 100  
Plano, TX 75023  
469-467-9464

Buffalo Wild Wings – Rockwall  
951 East Interstate 30, Suite 101  
Rockwall, TX 75087  
972-722-5100

Buffalo Wild Wings - Rosenberg  
2727 Mercantile Drive, Suite 502  
Rosenburg, TX 77471  
281-342-9464

Buffalo Wild Wings – Sherman  
4066 Highway 75 North  
Sherman, TX 75029  
903-892-4500

Buffalo Wild Wings- Spring  
21322 Kuykendahl Road, Suite A  
Spring, TX 77379  
281-288-7300

Buffalo Wild Wings – Tomball  
14215 FM 2920, Suite 104  
Tomball, TX 77377  
281-255-3000

Buffalo Wild Wings – Victoria  
7905 North Navarro Street  
Victoria, TX 77904  
361-575-9464

Buffalo Wild Wings - Wallisville  
Road  
5815 East Sam Houston Pkwy, Suite  
F  
Houston, TX 77049  
281-458-3100

Buffalo Wild Wings – Weatherford  
320 Adams Drive  
Weatherford, TX 76086  
817-598-0432

Buffalo Wild Wings – Waxahachie  
1635 Highway 77 North  
Waxahachie, TX 75165  
972-937-8936

## **VIRGINIA**

Buffalo Wild Wings-Crystal City  
2450 Crystal Drive, Ste R-015  
Arlington, VA 22202  
703-413-0160

Buffalo Wild Wings – Gainesville  
5143 Wellington Road  
Gainesville, VA 20155  
703-754-7017

Buffalo Wild Wings – Greenbrier  
1308 Greenbrier Parkway  
Chesapeake, VA 23320  
757-263-4090

Buffalo Wild Wings – Hillcrest  
Edinburgh Commons North  
216 Carmichael Way  
Chesapeake, VA 23322  
757-432-1326

Buffalo Wild Wings – Leesburg  
524 Fort Evans Road  
Leesburg, VA 20176  
703-779-4646

Buffalo Wild Wings – Manassas  
10061 Market Circle  
Manassas, VA 20110  
703-335-2672

Buffalo Wild Wings – Newport  
News  
12150 Jefferson Avenue  
Newport News, VA 23602  
757-249-3999

Buffalo Wild Wings – Norfolk  
420 Monticello Avenue, Suite 150  
Norfolk, VA 23510  
757-965-3959

Buffalo Wild Wings – Red Mill  
Commons  
2133 Upton Road, Suite 100  
Red Mill, VA 23454  
757-430-1086

Buffalo Wild Wings-Stafford  
1050 Stafford Marketplace  
Stafford, VA 22556  
540-288-0580

Buffalo Wild Wings – Suffolk  
7386 Harbour Town Parkway, Suite  
67  
Suffolk, VA 23436  
757-483-8997

Buffalo Wild Wings – Dulles  
21980 Colorado Drive  
Dulles, VA 20166  
703-444-3048

Buffalo Wild Wings – Virginia  
Beach  
3300 Princess Anne Road, Suite 743  
Virginia Beach, VA 23456  
757-468-9464

Buffalo Wild Wings – Williamsburg  
4918 Courthouse Street  
Williamsburg, VA 23188  
757-229-6099

Buffalo Wild Wings-Woodbridge  
14466 Potomac Mills Road  
Woodbridge, VA 22192  
703-492-9464

## **WASHINGTON**

Buffalo Wild Wings – Tacoma  
4219 S Steele Street  
Tacoma, WA 98409  
253-473-7699

## **WISCONSIN**

Buffalo Wild Wings – Ashwaubenon  
2101 S. Oneida Street, Suite 100  
Green Bay, WI 54304  
920-429-9464

Buffalo Wild Wings – Casaloma  
Drive  
421 Casaloma Court  
Grand Chute, WI 54914  
920-735-2999

Buffalo Wild Wings – E. Calumet  
3201 E. Calumet Street  
Appleton, WI 54915  
920-733-9464

Buffalo Wild Wings – Eau Claire  
4612 Keystone Crossing  
Eau Claire, WI 54701  
715-858-9453

Buffalo Wild Wings-Glendale  
590 W. Northshore Drive, N-145  
Glendale, WI 53217  
262-369-1600

Buffalo Wild Wings – Hudson  
913 Pearson Drive  
Hudson, WI 54016  
715-381-6531

Buffalo Wild Wings – Janesville  
2929 Milton Avenue, Suite 110  
Janesville, WI 53545  
608-741-9464

Buffalo Wild Wings - Kenosha  
7127 120th Avenue  
Kenosha, WI 53142  
262-857-9992

Buffalo Wild Wings – Oak Creek  
8171 South Howell Avenue  
Oak Creek, WI 53154  
414-570-9464

Buffalo Wild Wings – Onalaska  
3132 Market Street  
Onalaska, WI 54650  
608-781-9453

Buffalo Wild Wings – Oshkosh  
500 South Koeller Street  
Oshkosh, WI 54903  
920-426-8358

Buffalo Wild Wings – Pewaukee  
1273 Capital Drive  
Pewaukee, WI 53072  
262-695-3900

Buffalo Wild Wings-Stevens Point  
5370 Highway 10 East, Suite H  
Stevens Point, WI 54482  
715-344-3287

Buffalo Wild Wings – Waukesha  
1180 West Sunset Drive, Suite 106  
Waukesha, WI 53189  
262-832-2999

Buffalo Wild Wings – Wausau  
1819 W. Stewart Avenue  
Wausau, WI 54401  
715-845-9464

Buffalo Wild Wings – West Bend  
705 West Paradise Drive  
West Bend, WI 53095  
262-334-2999

**LIST OF FRANCHISEES  
AS OF DECEMBER 25, 2011**

**ALABAMA**

Southern Wings Four, LLC  
840 Colonial Promenade  
Parkway  
Alabaster, AL 35007  
205-664-0040

Southern Wings, LLC.  
4507 Riverview Pkwy #108  
Birmingham, AL 35242  
205-991-1955

Wingin' It, LLC  
2870 Florence Blvd.  
Florence, AL 35360  
256-740-8464

Southern Wings, LLC  
2772 John Hawkins Pkwy #100  
Hoover, AL 35244  
205-983-9464

Let's Eat Out, Inc.  
2750 Carl T. Jones Parkway  
Huntsville, AL 35802  
256-650-4115

Let's Eat Out, Inc.  
5901 University Drive  
Huntsville, AL 35806  
256-890-8500

Wing Joint Venture, Inc.  
7971 Vaughn Road  
Montgomery, AL 36116  
334-328-7824

Southern Wings Three, LLC  
5915 Trussville Crossing Pkwy  
Birmingham, AL 35173  
205-655-2521

Southern Wings Five, LLC  
2710 McFarland Blvd. East  
Tuscaloosa, AL 35405  
205-523-0273

Potter's Wings, LLC  
6341 Airport Blvd.  
Mobile, AL 36608  
251-378-5955

**ALASKA**

Frozen Wings, Inc.  
3400 C Street  
Anchorage, AK 99503  
907-563-9464

**ARIZONA**

Wings West Two, LLC  
2040 Highway 95  
Bullhead City, AZ 86442  
928-763-9464

Lancaster Wings West, LLC.  
2700 Woodland Village Blvd.  
Flagstaff, AZ 86001  
928-774-3550

AZ Wings, LLC.  
970 South Gilbert Road  
Gilbert, AZ 85296  
480-632-9464

McQuelliot – AZ, Inc.  
1475 West Elliot Road  
Gilbert, AZ 85233  
480-813-9464

Lancaster Wings West II, LLC  
2985 Northern Centre Court  
Prescott Valley, AZ 86314  
928-759-9800

Wings West Three, LLC  
205 South Highway 92  
Sierra Vista, AZ 85635  
502-515-9464

Dave Pratt Enterprises, LLC  
68 North Harrison Road  
Tucson, AZ 85748  
520-296-8409

Wings West Four, LLC  
1390 West Irvington Road  
Tucson, AZ 85746  
520-799-9464

Wings West One, LLC  
1317 South Yuma Palms Pkwy  
Yuma Palms, AZ 85364  
928-373-2300

**ARKANSAS**

Wing Backs, Inc.  
2707 SE Moberly Lane  
Bentonville, AR 72712  
479-254-9464

Conway Wild Wings, LLC  
675 Amity Road  
Conway, AR 72032  
501-205-1940

Wing Backs, Inc.  
32 West Joyce Avenue  
Fayetteville, AR 72703  
479-251-9464

H.S. Wings, Inc.  
4104 Central Avenue  
Hot Springs, AR 71913  
501-525-9453

Mark S. Group Corporation  
14800 Cantrell Road  
Little Rock, AR 72223  
501-868-5279

Wing Backs, Inc.  
6938 West Sunset  
Springdale, AR 72764  
479-419-5374

**CALIFORNIA**

SC Wings Aliso Viejo, LLC  
26711 Aliso Creek Road #100B  
Aliso Viejo, CA 92656  
949-461-2652

Sunset Wings IV, LLC  
18965 Bear Valley Road  
Apple Valley, CA 92308  
760-961-1500

Pacific Wings, LLC  
5677 Gosford Road  
Bakersfield, CA 93308  
661-664-4550

SoCal Wings Brea, LLC  
240 South Brea Blvd.  
Brea, CA 92821  
714-582-1590

SoCal Wings, LLC  
8301b On the Mall  
Buena Park, CA 90620  
714-538-9464

Pacific Wings, LLC  
127 East Palm Avenue  
Burbank, CA 91502  
818-524-2373

Sunset Wings III, LP  
3160 Chino Avenue  
Chino Hills, CA 91709  
909-591-9035

Desert Wings, LLC  
2670 Tuscany Street, Suite 101  
Corona, CA 92881  
951-739-9464

Tee It Up, LLC  
3712 Dublin Blvd.  
Dublin, CA 94568  
925-361-0447

Tee It Up, LLC  
1350 Travis Blvd. #H14  
Fairfield, CA 94553  
707-422-9964

Desert Wings, LLC  
3575 West Stetson Avenue  
Hemet, CA 92545  
951-925-6111

Great Lakes Equity Partners, LLC  
14110 Culver Drive  
Irvine, CA 92604  
949-872-2999

Orange County Equity Partners,  
LLC  
23600 Rockfield Blvd.  
Lake Forest, CA 92630  
949-588-9464

Baldwin Hills Wild Wings, LLC  
3939 East Crenshaw Blvd.  
Los Angeles, CA 90008  
323-596-4955

Sunset Wings II, LP  
12411 Limonite Avenue  
Suite 650  
Mira Loma, CA 91752  
952-360-6086

SoCal Wings Mission Viejo, LLC  
27741 Crown Valley Parkway,  
Suite 303  
Mission Viejo, CA 92691  
949-582-2660

Pacific Wings, Inc.  
12450 Day Street  
Moreno Valley, CA  
951-653-9464

ISHA Investments, LLC  
40484 Murrieta Hot Springs Rd.  
Murrieta, CA 92563  
951-677-3636

Palm Desert, LLC  
72-920 Highway 111  
Palm Desert, CA 92660  
760-779-9464

Pacific Wings LLC  
40155 10<sup>th</sup> Street West  
Palmdale, CA 93551  
661-947-0900

Sunset Wings, LP  
6188 Day Creek Blvd. #140  
Rancho Cucamonga, CA 91739  
909-899-9832

BRW Wings, LLC  
Del Amo Fashion Center  
3525 Carson Street, Suite 163  
Torrance, CA 90503  
301-542-3400

No Mulligans, LLC  
1601 East Monte Vista Avenue  
Vacaville, CA 95688  
707-474-5222

Pacific Wings, LLC  
2540 East Workman Avenue  
West Covina, CA 91791  
626-967-9888

## **COLORADO**

Arvada Wings, LLC  
8350 West 80th Ave.  
Arvada, CO 80005  
303-424-2999

Arvada Wings, LLC  
15570 West 64<sup>th</sup> Avenue  
Arvada, CO 80007  
303-424-2999

## **CONNECTICUT**

Four M Food Service of Danbury,  
LLC  
20 Backus Avenue  
Danbury, CT 06810  
203-794-9453

SWB-Manchester, LLC  
112 Buckland Street  
Manchester, CT 06042

Four M Food Service of Milford,  
LLC  
1201 Boston Post Road  
Milford, CT 06460  
203-877-9453

Four M Food Service of New  
Haven, LLC  
74-76 Church Street  
New Haven, CT 06510  
203-789-9453

Four M Food Service of North Haven, LLC  
350 Universal Drive North  
North Haven, CT 06473  
203-234-9453

Four M Food Service of Stamford, LLC  
208 Summer Street  
Stamford, CT 06901  
203-324-9453

Finnava, LLC  
315 Union Street  
Waterbury, CT 06042

NYCT Restaurant Enterprises, Inc.  
850 Hartford Turnpike  
Waterford, CT 06385  
860-574-9155

Opportunity Development Group, LLC  
703 Poquonock Avenue  
Windsor, CT 06095  
860-688-9464

#### **DELAWARE**

Round 1, LLC  
1887 Pulaski Highway  
Bear, DE 19701  
302-832-3900

Second 2 None, LLC  
Bay Court Plaza, 650 Bay Rd.  
Dover, DE 19901  
302-346-9464

Try-Fecta, LLC  
540 West Main Street  
Middletown, DE 19709  
302-285-0000

Starting 5, LLC  
100 Elhton Road  
Newark, DE 19711  
302-731-3145

7<sup>th</sup> Inning Stretch, LLC  
19330 Lighthouse Plaza Blvd.  
Rehoboth Beach, DE 19971

Par 4, LLC  
2062 Limestone Road  
Wilmington, DE 19808  
302-999-9211

#### **FLORIDA**

AMC Wings, Inc.  
2055 Badlands Drive  
Brandon, FL 33511  
813-849-9464

Maybar 105 Associates, LLC  
900 State Road 436  
Casselberry, FL 32707  
407-671-9300

Screamin' Hot Florida, LLC  
21688 US Highway 19 North  
Clearwater, FL 33765  
727-723-9100

Maybar 107 Associates, LLC  
2465 South Highway 27  
Clermont, FL 34711  
352-536-2500

T 4 Management, LLC  
Southland Mall  
20505 S. Dixie Highway,  
Suite 555A  
Cutler Bay, FL 33189  
305-238-8850

Maybar 108 Associates, LLC  
2479 International Speedway Blvd.  
Daytona Beach, FL 32114  
386-872-3300

Maybar 106 Associates, LLC  
3099 Formosa Gardens Blvd.  
Formosa Garden, FL 34747  
407-397-1500

AMC Ft. Myers, Inc.  
9390 Dynasty Drive, Suite 101  
Ft. Myers, FL 33905  
239-210-9464

Buck Hawk of Florida, Inc.  
99 Eglin Parkway, #3A  
Ft. Walton Beach, FL 32548  
850-301-9464

SBR Enterprises, Inc.  
9550 - 26 Baymeadows Road  
Jacksonville, FL 32256  
904-448-1293

AMC Lakeland, Inc.  
3750 Highway 98  
Lakeland, FL 33818  
863-853-7722

T 5 Management, LLC  
Dolphin Mall  
11401 NW 12<sup>th</sup> Street  
Miami, FL 33172  
305-513-2660

AMC North Port, Inc.  
4301 Aiden Lane  
North Port, FL 34286  
941-429-9722

Screamin' Hot Florida, LLC  
4058 Tampa Road, Suite #1  
Oldsmar, FL 34677  
813-814-9900

Sunshine Restaurant Corp.  
7004 International Drive  
Orlando, FL 32819  
407-351-6200

Maybar 102 Associates, Ltd.  
12511 State Route 535  
Orlando, FL 32836  
407-827-0444

Maybar 103 Associates, LLC  
Towers of Waterford Lakes-Bldg B  
504 N Alafaya Trail, Ste 102  
Orlando, FL 32828  
407-737-8880

Maybar 109 Associated, LLC  
11400 University Blvd.  
Orlando, FL 32817  
407-250-4880

Maybar 104 Associates, LLC  
1307 East Osceola Parkway  
Osceola, FL 34744  
407-348-8900

Solar Simians, Inc.  
701 S. Pier Park Drive, Ste. 100  
Panama City Beach, FL 32413  
850-236-0325

AMC Riverview, Inc.  
10605 Big Bend Road  
Riverview, FL 33569  
813-234-9464

AMC Wings, Inc.  
13416 Boyette Road  
Riverview, FL 33569  
813-655-4555

AMC Wings, Inc.  
4067 Clark Road  
Sarasota, FL 34238  
941-922-5554

T6 Management, LLC  
5701 Sunset Drive, Ste B-13A  
South Miami, FL 33143  
305-668-0911

Screamin' Hot Florida, LLC  
10936 State Route 54  
Trinity, FL 34655  
727-372-2323

AMC Sarasota, Inc.  
5235 University Parkway  
University Park, FL 34201  
941-351-8584

## **GEORGIA**

Bella Wings Atlanta, LLC  
3535 Peachtree Road NE  
Atlanta, GA 30326  
404-856-5543

## **HAWAII**

Southseas Wings Discovery Bay,  
LLC  
1778 Ala Moana Blvd.  
Honolulu, HI 96815  
808-983-3933

## **IDAHO**

Screamin' Hot Concepts, LLC  
1430 Milligan Road  
Idaho Falls, ID 83402  
208-528-9453

Screamin' Hot Concepts, Ltd.  
3223 East Louise Drive  
Meridian, ID 83646  
208-288-5485

Screamin' Hot Nampa, LLC  
2101 N. Casia Street, Suite 2111  
Nampa, ID 83651  
208-463-9453

Screamin' Hot Concepts, LLC  
4200 Pole Line Road  
Pocatello, ID 83201

Screamin' Hot Twin Falls, LLC  
1239 Pole Line Road East, Suite  
303-B  
Twin Falls, ID 83301  
208-736-9453

## **ILLINOIS**

Here's Wings, LLC  
461 S. Randall Road  
Algonquin, IL 60102  
847-458-2333

A Sure Wing, LLC  
5600 Belleville Crossing Street  
Belleville, IL 62226  
618-222-9003

Three Putt, Inc.  
3220 East Empire  
Bloomington, IL 61704  
309-661-8027

Wings R Us Bolingbrook, Inc.  
777 Boughton Road  
Bolingbrook, IL 60440  
630-739-2999

B.D.A.J., Inc.  
2012 North State Route 50  
Bourbonais, IL 60914  
815-932-9453

Cal City Wings, Inc.  
1250 South Torrance  
Calumet City, IL 60409  
708-782-1020

Zellmer, LLC  
1435 East Main  
Carbondale, IL 62901  
618-529-4686

Clean Your Plate, Inc.  
2464 N. Lincoln Ave.  
Chicago, IL 60614  
773-868-9453

Wild Five, Inc.  
Westfield Chicago Ridge  
111 Chicago Ridge Mall Dr., #F15  
Chicago, IL 60415  
708-424-9464

B-Dubs CL, LLC  
5755 Northwest Highway  
Crystal Lake, IL 60014  
815-356-0333

Danville Wings 2, LLC  
3101 North Vermilion Street  
Danville, IL 61832  
217-442-9464

One Putt, Inc.  
833 West Camp Street  
East Peoria, IL 61611  
309-699-9464

A Sure Wing, LLC  
249 Harvard Drive  
Edwardsville, IL 62025  
618-656-9464

SevenPutt, Inc.  
1001 Avenue of Mid American  
Suite 1  
Effingham, IL 62401  
217-540-9464

Wings R Us Chicago, Inc.  
149 N. York Street  
Elmhurst, IL 60126  
630-832-2999

Here's Wings II-Evanston, LLC  
1741 Maple Street  
Church Street Plaza  
Evanston, IL 60201  
847-570-0333

SixPutt, Inc.  
851 South US Route 51  
Forsyth, IL 62535  
217-877-8370

Got Wings, Inc.  
20596 South LaGrange Road  
Frankfort, IL 60423  
815-806-2233

RTBWW, LLC  
2683 Seminary Street  
Galesburg, IL 61401  
309-341-1244

Here's Wings Hoffman Estates,  
LLC  
2540 New Sutton Road  
Hoffman Estates, IL 60195  
847-645-0333

Homewood Wings, Inc.  
17510 Halsted  
Homewood, IL 60430  
708-922-9453

Lansing Wings, Inc.  
3720 Ridge Road  
Lansing, IL 60438  
708-895-3300

RTBWW, LLC  
1724 East Jackson  
Macomb, IL 61455  
309-833-5707

RTBWW, LLC  
124 Dettro Drive  
Mattoon, IL 61938  
217-258-9464

Z & G Restaurant Group, LLC  
227 Potomac Blvd.  
Mount Vernon, IL 62864  
618-246-2999

Here's Wings, LLC  
301 East Eculid Avenue  
Mt. Prospect, IL 60056  
847-255-5000

BWW-Naperville Operations,  
LLC  
2555 West 75<sup>th</sup> Street  
Naperville, IL 60540  
630-369-9464

Pictor Enterprises II, Inc.  
907 West Marketview Dr., #4-6  
N. Champaign, IL 61822  
217-378-4400

Here's Wings II-Northbrook, LLC  
1018 Willow Road  
Northbrook, IL 60062  
847-562-0333

A Sure Wing, LLC  
1424 Central Park Circle  
O'Fallon, IL 62269  
618-624-6464

Fralich, Inc.  
15888 LaGrange Road  
Orland Park, IL 60462  
708-364-9464

Two Putt, Inc.  
5121 W American Prairie Drive  
Peoria, IL 61615  
309-691-9453

EightPutt, Inc.  
2807 Plaza Drive  
Peru, IL 61354  
815-780-8283

FivePutt, Inc.  
6124 Broadway  
Quincy, IL 62305  
217-228-9288

Wings R Us Romeoville, Inc.  
74 South Weber Road  
Romeoville, IL 60446  
815-372-2999

Here's Wings, LLC.  
500 East Rollins Road  
Round Lake Beach, IL 60073  
847-546-8366

Wings R Us Plainfield, Inc.  
11820 South State, Rt. 59  
Plainfield, IL 60544  
815-436-8130

Pictor Enterprises III, LLC  
1335 Savoy Plaza Drive  
Savoy, IL 61874  
217-356-9464

Here's Wings, LLC.  
7020 Carpenter Road  
Skokie, IL 60077  
847-329-9333

Four Putt, Inc.  
4420 Wabash Avenue  
Springfield, IL 62711  
217-546-9453

Nine Putt, Inc.  
2808 North Dirksen Parkway  
Springfield, IL 62702  
217-670-0048

BWW Burlington, LLC  
4304 E Lincolnway Ave., Ste A  
Sterling, IL 61081  
815-564-9284

KBF, Inc.  
7301 West 183rd Street  
Tinley Park, IL 60477  
708-444-2223

Here's Wings, LLC  
361 West Town Line Road  
Vernon Hills, IL 60061  
847-680-3333

BWW-Illinois, LLC  
28241 Diehl Road  
Warrenville, IL 60555  
630-836-2999

BW-Woodridge Operations, LLC.  
6450 Route 53  
Woodridge, IL 60517  
630-969-9464

## INDIANA

Consolidated Wings Investment,  
LLC  
1808 Applewood Centre Drive  
Anderson, IN 46013  
765-640-2999

Angola Wings, LLC  
202 East Harcourt  
Angola, IN 46703  
260-624-3111

Auburn Wings, LLC  
1071 Smaltz Way  
Auburn, IN 46706  
206-925-2003

Avon Wings, LLC  
9875 East U.S. Highway 36  
Avon, IN 46123  
317-271-9464

TD-Roc's, Inc.  
1350 W. Bloomfield Rd., Ste 3  
Bloomington, IN 47403  
812-339-2900

Consolidated Wings Investment,  
LLC  
1551 North Green St., Suite Q  
Brownsburg, IN 46112  
317-456-4982

It's a Buffalo, Inc.  
2035 Jonathan Moore Pike  
Columbus, IN 47201  
812-375-1770

Consolidated Wings Investment,  
LLC  
1807 South State Rd. 231, Ste A  
Crawfordsville, IN 47933  
765-362-6400

Crown Wings, Inc.  
1600 East Summit Street  
Crown Point, IN 46307  
219-663-9453

Consolidated Wings Investment,  
LLC  
7 East Washington Street  
Downtown Indy, IN 46204  
317-951-9464

Hoosier Wing It II, LLC  
5519 Coventry Lane  
Ft. Wayne, IN 46804  
260-459-3407

Consolidated Wings Investment,  
LLC  
13977 Trade Center Drive  
Fishers, IN 46038  
317-770-2999

Consolidated Wings Investment,  
LLC  
13868 116<sup>th</sup> Street East  
Fishers, IN 46037  
317-913-2999

Hoosier Wing It, LLC.  
1425 W. Dupont Road  
Ft. Wayne, IN 46825  
260-490-6556

Hoosier Wing It, LLC.  
10524 Maysville Road  
Ft. Wayne, IN 46835  
260-486-9464

HSR, Inc.  
1829 Reith Blvd.  
Goshen, IN 46526  
574-875-9299

Greencastle Wings, LLC  
1310 Indianapolis Road  
Greencastle, IN 46135  
765-653-6484

Consolidated Wings Investment,  
LLC  
1077 North Emerson Avenue  
Greenwood, IN 46143  
317-859-2999

Consolidated Wings Investment,  
LLC  
8020 US 31 South  
Indianapolis, IN 46227  
317-881-7500

Consolidated Wings Investment,  
LLC  
8440 Castleton Corner Dr.  
Indianapolis, IN 46250  
317-577-2999

Consolidated Wings Investment,  
LLC  
6235 N. Guilford Ave.  
Indianapolis, IN 46220  
317-257-2999

Consolidated Wings Investment,  
LLC  
2514 Lake Circle Drive  
Indianapolis, IN 46268  
317-872-9464

Washington Wings, LLC  
10202 East Washington St.,  
Unit 790A  
Indianapolis, IN 46229  
317-895-9464

Consolidated Wings Investment,  
LLC  
1780 East Boulevard  
Kokomo, IN 46402  
765-457-9453

Consolidated Wings Investment,  
LLC  
2715 South Creasy Lane  
Lafayette, IN 47905  
765-477-9325

LaPorte Wings, LLC  
23 Pine Lake Avenue  
LaPorte, IN 46350  
219-324-9464



Logansport Wings, LLC  
3900 Lexington Road, Ste 100  
Logansport, IN 46947  
547-516-1011

Consolidated Wings Investment,  
LLC  
1129 North Baldwin Avenue  
Unit 35  
Marion, IN 46952  
765-673-0757

Buffaloville, Inc.  
2515 Southlake Mall Drive  
Hobart, IN 46342  
219-794-9453

LP Wing It, LLC  
5000 South Franklin Street  
Michigan City, IN 46360  
219-872-9464

Stauffer Investments, Inc.  
4343 North Grape Road  
Mishawauka, IN 46545  
574-272-9464

Muncie Wing It, LLC.  
838 East McGalliard Road  
Muncie, IN 47303  
765-284-9464

Portage Wings, LLC  
6530 US Highway 6  
Portage, IN 46368  
219-762-2121

Brewsters, Inc.  
1200 Indianapolis Blvd.  
Scherverville, IN 46375  
219-865-3222

Seymour Roc's Wing Company  
2008 East Tipton Street  
Seymour, IN 47274  
812-519-3596

Stauffer & Associates Enterprises,  
Inc.  
326 W. Ireland Road  
South Bend, IN 46614  
574-232-2293

Consolidated Wings Investment,  
LLC  
6129 Crawfordsville Road  
Unit B  
Speedway, IN 46224  
317-241-9464

VW3, Inc.  
212 E. Lincoln Way  
Valparaiso, IN 46383  
219-548-9464

Vincennes Wings, LLC  
2407 North 6th Street  
Vincennes, IN 47591  
812-895-9464

Warsaw Wings, LLC  
376 Enterprise Drive  
Warsaw, IN 46580  
574-267-7707

Consolidated Wings Investment,  
LLC  
360 Brown Street  
W. Lafayette, IN 47906  
765-743-1188

Cool Wings, LLC  
2510 East 146th Street  
Westfield, IN 46033  
317-848-2500

## **IOWA**

BWW Burlington, LLC  
974 Lawrence Drive  
Burlington, IA 52601  
319-754-9464

## **KENTUCKY**

Highland Wings, Inc.  
1055 Bardstown Road  
Louisville, KY 40204  
502-454-3635

Angst, Inc.  
4600 Shelbyville Road  
Louisville, KY 40207  
502-899-7732

CLEAT, Inc.  
3584 Springhurst Commons Dr.  
Louisville, KY 40241  
502-394-9596

Mercury, Inc.  
6801 Dixie Hwy.  
Louisville, KY 40258  
502-935-1997

Jars I, Inc.  
250 Newtowne Square  
Morehead, KY 40351  
606-784-1299

## **LOUISIANA**

Wings Three LA, LLC  
7524 Blue Bonnet Road  
Baton Rouge, LA 70809  
225-819-8438

Wings Five LA, LLC  
3260 Highland Road, Ste 2 & 3  
Baton Rouge, LA 70802  
225-448-5770

Wing 2 LA, LLC  
375 Boardwalk Blvd.  
Bossier City, LA 71111  
318-752-3801

Blazin-Concepts Covington, LLC  
3019 Pinnacle Parkway  
Covington, LA 70433  
985-327-0124

Bayou Wings, LLC  
2730 W. Ben Thomas Street  
Hammond, LA 70401  
985-419-0101

R.C. Restaurant Group, LP  
1783 Martin Luther King Blvd.  
Houma, LA 70360  
985-868-9453

Wings 1 LA, Inc.  
4415 Ambassador Caffrey  
Lafayette, LA 70508  
337-984-7990

R.C. Restaurant Group, P  
1776 W. Prien Lake Road  
Lake Charles, LA 70601  
337-562-1299

NOLA Wings Veterans, LLC  
3434 Veterans Memorial Blvd.  
Metairie, LA 70002

Wings Four LA, LLC  
1441 Youree Drive  
Shreveport, LA 77705  
318-797-6332

Bayou Wings, L.L.C.  
815 Brownsitch Road  
Slidell, LA 70458  
985-639-3399

#### **MAINE**

Pictor Enterprises VII, Inc.  
648 Turner Street #2  
Auburn, ME 04210  
207-689-3700

Pictor Enterprises VI, Inc.

Bangor, ME

Pictor Enterprises IV, Inc.  
85 Western Avenue  
South Portland, ME 04106  
207-541-9464

#### **MASSACHUTTES**

BW-Danvers, LLC  
100 Independence Way  
Danvers, MA 01923  
978-646-9464

BW-Leominster, LLC  
150 Whalon  
Fitchburg, MA 01420  
978-343-9464

BW-Saugus, LLC  
180 Main Street  
Saugus, MA 01906  
781-941-2999

#### **MARYLAND**

WAA-Annapolis, LLC  
Festival at Riva Shopping Ctr.  
2337-A Forest Drive  
Annapolis, MD 21401  
410-573-0331

WAA-Arundel Mills, LLC  
7000 Arundel Mills Circle  
Hanover, MD 21076  
410-379-0333

WAA-White Marsh, LLC  
8200 Perry Hall Blvd.  
Baltimore, MD 21236  
410-933-3311

Pick 6, LLC  
5 Bel Air South Parkway  
Suite P1649  
Bel Air, MD 21015  
443-512-8220

WAA-Lanham, LLC  
10601 Martin Luther King Jr.  
Highway  
Bowie, MD 20720  
301-464-9292

WAA-College Park, LLC  
10240 Baltimore Avenue  
College Park, MN 20740  
301-486-0333

BW-Hagerstown Operations, LLC  
230 Railway Lane  
Hagerstown, MD 21740  
248-594-4343

WAA-Urbana, LLC  
3335 Worthington Blvd.  
Jamsville, MD 21754  
240-699-0313

WAA-Owings Mills, LLC  
10391 Reisterstown Road  
Owings Mills, MD 21117  
410-581-6850

WAA-Rockville, LLC  
33-C Maryland Avenue  
Rockville, MD 20850  
301-251-9393

BW-Westminster Operations,  
LLC  
404 Engler Road  
Westminster, MD 21157  
248-594-4343

#### **MICHIGAN**

Wings Eleven, Inc.  
205 South State Street  
Ann Arbor, MI 48107  
734-997-9143

RWJW, Inc.  
4050 Wilder Road  
Bay City, MI 48706  
248-594-4343

Wings Eighteen, Inc.  
1264 West Perry Street  
Big Rapids, MI 49307  
231-796-9464

Wings Thirteen, Inc.  
9745 Village Place Blvd.  
Brighton, MI 48116  
810-227-2999

Wings Twelve, Inc.  
41980 Ford Road  
Canton, MI 48187  
734-844-9464

AMC Chesterfield, Inc.  
51364 Gratiot Avenue  
Chesterfield Township, MI 48051  
586-349-9464

AMC Wings, Inc.  
15745 - 15 Mile Road  
Clinton, MI 48035  
586-293-9500

Coldwater Wings, LLC  
704 East Chicago Street  
Cold Water, MI 49036  
517-924-0770

Wing It, Inc.  
22212 Michigan Avenue  
Dearborn, MI 48124  
313-359-1800

Wings Four, Inc.  
360 Albert  
East Lansing, MI 48826  
517-333-2999

AMC Wings, Inc.  
3190 Silver Lake Road  
Fenton, MI 48430  
810-629-0099

AMC Wings, Inc.  
280 West Nine Mile Road  
Ferndale, MI 48220  
248-744-4470

AMC Flint, Inc.  
G-3192 South Linden Road  
Suite D-118  
Flint, MI 48507  
810-230-1299

AMC Grand Blanc, Inc.  
8251 Trillium Circle Avenue  
Suite 102  
Grand Blanc, MI 48439  
810-603-1299

Wings Two, Inc.  
2035 28th St. SE  
Grand Rapids, MI 49508  
616-241-2999

Wings Eights, Inc.  
3050 Alpine Avenue  
Grand Rapids, MI 49544  
616-784-9464

Wings Six, Inc.  
2121 Celebration Way NE #100  
Grand Rapids, MI 49525  
616-364-2999

Wings Nineteen, Inc.  
2899 West Shore Drive  
Holland, MI 49424  
616-399-9461

RWJW, Inc.  
900 South Latson Road  
Howell, MI 48843  
517-545-2100

Z-ROC Corporation  
3209 Stadium Dr.  
Kalamazoo, MI 49008  
269-353-9464

Wings 3, Inc.  
1234 S. Lapeer Road  
Lake Orion, MI 48360  
248-814-8600

Wings Seventeen, Inc.  
37651 Six Mile Road  
Livonia, MI 48152  
734-469-4400

AMC Marquette, Inc.  
2492 US Highway 41 West  
Marquette, MI 49855  
906-226-0699

BW-Midland, LLC  
6640 Eastman Road  
Midland, MI 48642  
989-633-9464

BW-Frenchtown Operations, LLC  
1766 N. Telegraph Road  
Monroe, MI 48162  
734-240-2999

WingsSix, Inc.  
48 East Market Street  
Mt. Clemens, MI 48858  
586-469-0725

J.C.K.W., Inc.  
1904 S. Mission  
Mt. Pleasant, MI 48858  
989-772-2898

Wings Ten, Inc.  
5648 South Harvey  
Muskegon, MI 49444  
231-799-2999

AMC Wings, Inc.  
44375 12 Mile Road G-149  
Novi, MI 48377  
248-344-4019

AMC Petoskey, Inc.  
2180 Anderson Rd., Ste 150  
Petoskey, MI 49770  
231-439-9153

AMC Port Huron, Inc.  
4355 24th Avenue, Ste. 1  
Port Huron, MI 48059  
810-385-2730

Wings Sixteen, Inc.  
1234 Walton Road  
Rochester Hills, MI 48309  
248-651-3999

Wings Twenty, Inc.  
2690 Tittabawasee Road  
Saginaw, MI 48604  
989-401-5300

Wings Seven, Inc.  
13655 Eureka Blvd.  
Southgate, MI 48195  
734-281-2999

AMC Wings, Inc.  
44671 Mound Road, #B-5  
Sterling Heights, MI 48314  
586-997-2999

AMC Traverse City, Inc.  
3480 South Airport Road W  
Traverse City, MI 49684  
231-421-2417

AMC Troy, Inc.  
1873 East Big Beaver Road  
Troy, MI 48083  
248-743-1299

AMC Wings, Inc.  
29287 Mound Road  
Warren, MI 48092  
586-573-9164

Wings Nine, Inc.  
8669 26 Mile Road  
Washington, MI 48094  
586-677-9932

Wings Fourteen, Inc.  
5223 Highland Road  
Waterford, MI 48327  
248-674-9464

JWRW Corp.  
6677 N. Wayne Road  
Westland, MI 48185  
734-641-4000

Wings Fifteen, Inc.  
2720 44th Street  
Wyoming, MI 49519  
616-261-9464

AWBW Corp.  
216 James L Hart Pkwy., Unit 1  
Ypsilanti, MI 48197  
734-480-7410

## MINNESOTA

Two Joes Hutchinson, Inc.  
1040 Highway 15 South  
Hutchinson, MN 55350  
320-234-9453

Prairie Pub, Inc.  
1715 Mankato Place  
Mankato, MN 56001  
507-625-9464

Two Joes, Inc.  
301 St. Andrews Drive  
Mankato, MN 56001  
507-385-9464

W & P of Moorhead, LLC  
2201 1<sup>st</sup> Avenue North  
Moorhead, MN 56560  
218-512-0400

Graf Family Investments, Inc.  
3458 55th Street NW  
Rochester, MN 55901  
507-536-0717

## MISSISSIPPI

Potter's Wings D'Iberville, LLC  
3850 Promenade Parkway  
D'Iberville, MS 39540  
228-396-9464

Potter's Wings, LLC  
3 Churchill Street  
Hattiesburg, MS 39403  
601-288-7777

PK Enterprises, Inc.  
1826 Jefferson Street  
Laurel, MS 39440  
601-342-2951

PK Wings, Inc.  
114 Highway 11/80 East  
Meridian, MS 39301  
601-282-5363

Wing Joint Venture Alabama, Inc.  
4101 Denny Avenue  
Pascagoula, MS 39581  
228-769-6300

Potter's Wings, LLC  
808 Lake Harbour Drive  
Ridgeland, MS 39157  
601-856-0789

BWW of Mississippi, LLC  
703 Spring Street  
Starkville, MS 39759  
662-324-4494

Wingin' It, LLC  
3485 Tupelo Commons  
Tupelo, MS 38804

## MISSOURI

A Sure Wing, LLC  
15240 Manchester Road  
Ballwin, MO 63021  
636-207-9464

A Sure Wing, LLC  
1210 Strassner Drive  
Brentwood, MO 63144  
314-645-9464

Zellmer, LLC  
2136 William Street  
Cape Girardeau, MO 63701  
573-334-9464

A Sure Wing, LLC  
505 East Nifong Blvd.  
Columbia, MO 63141  
573-441-2244

A Sure Wing, LLC.  
12653 Olive Blvd.  
Creve Coeur, MO 63141  
314-579-9464

Z & G Restaurant Group, LLC  
615 Maple Valley Drive  
Farmington, MO 63640  
573-756-9464

A Sure Wing, LLC  
150 Gravois Bluffs Circle  
Fenton, MO 63026  
636-326-5000

A Sure Wing, LLC  
707-B Stoneridge Parkway  
Jefferson City, MO 65109  
573-635-5600

Bruno Enterprises, Inc. Too  
430 South Geneva  
Joplin, MO 64801  
417-206-9464

A Sure Wing, LLC  
1244 South Kirkwood Road  
Kirkwood, MO 63122  
314-821-9464

A Sure Wing, LLC  
3020 Highway K  
O'Fallon, MO 63304  
636-379-3994

Z & G Restaurant Group, LLC  
1429 Westwood Blvd.  
Poplar Bluff, MO 63901  
573-785-9464

A Sure Wing, LLC.  
1465 Bass Pro Drive  
St. Charles, MO 63301  
636-916-5353

Bruno Enterprises Too, Inc.  
136 Old Route 66  
St. Roberts, MO 65584  
573-451-3030

A Sure Wing, LLC  
570 South County Center Way  
St. Louis, MO 63129  
314-845-7878

A Sure Wing, LLC  
179c Mid Rivers Mall Drive  
St. Peters, MO 63376  
636-278-1771

Z & G Restaurant Group, LLC  
231 North Main Street  
Sikeston, MO 63780  
573-481-2999

Let's Eat Out, Inc.  
800 East Battlefield Road  
Springfield, MO 65807  
417-881-9464

Let's Eat Out, Inc.  
2725 North Kansas Expressway  
Springfield, MO 65803  
417-865-2999

A Sure Wing, LLC  
1285 West Pierce  
Wentzville, MO 63385  
636-887-4895

## **MONTANA**

Wings of Billings, LLC  
411 South 24 West  
Billings, MT 59101  
406-294-9464

Wings of Bozeman, LLC  
2047 West Oak  
Bozeman, MT 59718  
406-922-9464

Wings of Helena, LLC  
3190 North Sanders Street  
Helena, MT 59602  
406-495-9464

Wings of Missoula, LLC  
2615 Radio Way  
Missoula, MT 59808  
406-829-9464

## **NEBRASKA**

Bruno Enterprises, Inc. Too  
1328 P Street  
Lincoln, NE 68508  
402-475-2999

Bruno Enterprises, Inc. Too  
7301 South 27th Street #100  
Lincoln, NE 68512  
402-328-2999

## **NEVADA**

BEK, LLC  
13967 South Virginia Street #914  
Reno, NV 89511  
775-853-9464

## **NEW HAMPSHIRE**

Pictor Enterprises V, Inc.  
50 Fox Run Road #128  
Newington, NH 03801  
603-433-3022

## **NEW JERSEY**

AntSul-BWW III, LLC  
2770 Hooper Avenue  
Brick, NJ 08723

AntSul-BWW II, LLC  
970 US-22  
Bridgewater, NJ 08807  
908-704-9300

AMPAL Restaurant Group, LLC  
180 Route 35 South, Suite  
#2004A  
Eatontown, NJ 07724  
732-542-9464

AntSul Group, LLC  
2241 Route 1 South  
North Brunswick, NJ 08902  
732-297-9413

Watchung BWW, LLC  
1599 US Highway 22 West  
Watchung, NJ 07069  
908-222-9464

## **NEW MEXICO**

AlamoWing Albuquerque, LLC  
8505 Montgomery Blvd.  
Albuquerque, NM 87111  
505-275-9464

AlamoWing Albuquerque II, LLC  
10015 Coors Blvd. NW  
Albuquerque, NM 87114  
505-922-9464

AlamoWing Las Cruces I, LLC  
2750 Mall Drive, Suite 600  
Las Cruces, NM 88011  
575-521-1955

## **NEW YORK**

Four M Food Service of Atlantic  
Terminal, LLC  
139 Flatbush Avenue  
Brooklyn, NY 11217  
718-943-9453

NYCT Rest. Enterprises, Inc.  
1701 Sunrise Highway  
Bayshore, NY 11706  
631-968-9464

NYCT Rest. Enterprises, Inc.  
1986 Middle Country Road  
Centereach, NY 11720  
631-737-9464

NYCT Rest. Enterprises, Inc.  
1080 Broad Hollow Road, Route  
110  
Farmingdale, NY 11735

SSP America, Inc.  
JFK International Terminal 4  
Room 471.005  
Jamaica, NY 11430  
718-751-4769

Four M Food Service of  
Hicksville, LLC  
358 B Broadway Mall  
Hicksville, NY 11801  
516-937-9453

BW Newburgh, Inc.  
Hudson Valley Mall  
1300 Ulster Avenue, Ste. C01  
Kingston, NY 12401  
845-336-9464

Banta BWW MDT, LLC  
567 Route 211 East  
Middletown, NY 10941

Four M Food Service of New Roc,  
LLC  
33 LeCount Place  
New Rochelle, NY 10801  
914-637-9453

NYCT Rest. Enterprises, Inc.  
1112 Deer Park Avenue  
North Babylon, NY 11703  
631-242-9464

Four M Food Service of Port  
Chester, LLC  
44 Westchester Avenue  
Port Chester, NY 10573  
914-690-9453

Four M Food Service of Wantagh,  
LLC  
3434 Sunrise Highway  
Wantagh, NY 11793

Four M Food Service of White  
Plains, LLC  
1 Mamaronek Avenue  
White Plains, NY 10601  
914-385-9453

Four M Food Service of  
West Nyack, LLC  
4640 Palisades Center Drive  
West Nyack, NY 10994  
845-480-7344

## **NORTH CAROLINA**

V-Mac, Inc.  
426-B East Arlington Blvd.  
Greenville, NC 27858  
252-758-9191

Semper Wings, LLC  
4175 Western Blvd.  
Jacksonville, NC 28546

V-Mac, Inc.  
5136 US Highway 70, Ste A-1  
Morehead City, NC 2857  
252-727-9191

Monkey Wings, LLC  
5533 Carolina Beach Road  
Wilmington, NC 28412  
910-392-7224

SENC Wings, Inc.  
206 Old Eastwood Road  
Wilmington, NC 28403  
910-798-9464

## **NORTH DAKOTA**

Wings of Bismarck, LLC  
218 South 3rd Street  
Bismarck, ND 58503  
701-323-9464

Tosco, Inc.  
1515 - 19th Ave. N.  
Fargo, ND 58102  
701-280-9464

Tosco, Inc.  
2717 S. Columbia Road  
Grand Forks, ND 58201  
701-775-9464

Wings of Minot, ND, LLC  
3820 South Broadway  
Minot, ND 58701  
701-838-9464

W & P of Fargo 45th, LLC.  
1501 42nd Street SW  
West Fargo, ND 58103  
701-356-9464

Wings of Minot, LLC  
417 22<sup>nd</sup> street SW  
Williston, ND 58801

## **OHIO**

Bw3 of Akron, Inc.  
456 East Exchange Street  
Akron, OH 44304  
330-535-9464

Hart & Hart, Inc.  
2825 Northridge East  
Ashtabula, OH 44004  
440-992-2999

J.D.M. Restaurant, Inc.  
630 Claremont Ave.  
Ashland, OH 44805  
419-281-9464

Lancaster Wings, Inc.  
23 W. Union  
Athens, OH 45701  
740-594-9464

RAMB Co. Bainbridge, LLC  
18865 Giles Road  
Aurora, OH 44202  
330-562-2150

Hot Wing LLC  
6000 Mahoning Ave.  
Austintown, OH 44515  
330-779-0201

ALBWW, Inc.  
32914 Walker Road  
Avon Lake, OH 44012  
440-433-7325

ECY, Inc.  
7401 Market St., #801  
Boardman, OH 44512  
330-726-1313

Falcon Nest, LLC  
1550 East Wooster  
Bowling Green, OH 43402  
419-353-2999

FBH, LLC  
7979 Broadview Road  
Broadview Heights, OH 44147  
440-546-9453

Lancaster Wings, Inc.  
6340 Prentiss School Street  
Canal Winchester, OH 43110  
614-837-8080

bwdowns, Inc.  
4440 Belden Village St.  
Canton, OH 44718  
330-491-2999

L.B. Wings II, LLC.  
1080 N. Bridge Street  
Chillicothe, OH 45601  
740-779-9464

Wings R Us West, Inc.  
2178 Anderson Ferry  
Cincinnati, OH 45238  
513-922-2999

Wingage, Inc.  
5240 Bethel Centre Mall  
Columbus, OH 43220  
614-459-2999

Wingage 3, Ltd.  
968 West Fifth Avenue  
Columbus, OH 43212  
614-298-9464

Erie Bay Investments, Inc.  
1120 Hotel Drive  
Defiance, OH 43512  
419-784-9464

River Road Ventures, Ltd.  
239 Midway Mall Blvd.  
Elyria, OH 44035  
440-324-5544

Fairview Wings, LLC  
3011 Westgate Mall  
Fairview Park, OH 44126  
440-331-9464

LOMI Enterprises, Inc.  
15080 Flag City Drive  
Findlay, OH 45840  
419-422-9464

Wings R Us Harrison  
200 Biggs Blvd.  
Harrison, OH 45030  
513-202-9464

Lancaster Wings, Inc.  
603 Hebron Road  
Heath, OH 43056  
740-522-2999

Wingage II, Ltd.  
1710 Hilliard-Rome Road  
Hilliard, OH 43026  
614-921-2999

Jars 1, Inc.  
1001 Ironton Hills  
Ironton, OH 45638  
740-533-9299

Mabam Enterprises, Inc.  
227 E. Franklin  
Kent, OH 44240  
330-678-9464

Wings of Lancaster  
1283 N. Memorial Dr.  
Lancaster, OH 43130  
740-689-2533

Scarlet & Gray Enterprises, Ltd.  
2948 Allentown Road  
Lima, OH 45805  
419-991-2999

Ramb Co III, LLC  
5433 Mayfield Road  
Lyndhurst, OH 44124  
440-605-9464

K.C.M. Restaurants, Inc.  
2016 W. Fourth Street  
Ontario, OH 44906  
419-525-2933

LOMI Enterprises, LLC  
1573 Marion – Mt. Gilead Road  
Marion, OH 43302  
740-725-9464

Wings R Us, Inc.  
6050 Snider Road  
Mason, OH 45040  
513-398-2999

Bison Appendages, Inc.  
235 Lincoln Way W.  
Massillon, OH 44646  
330-837-2999

Erie Bay Investments, Inc.  
425 West Dussel Drive  
Maumee, OH 43537  
419-893-9464

Medina Grill & Pub, Ltd.  
5050 E. Pointe Road  
Medina, OH 44256  
330-764-9464

Cohara Corporation  
8000 Plaza Blvd.  
Mentor, OH 44060  
440-255-9464

Yasko, Inc.  
950 Great East Plaza  
Niles, OH 44446  
330-505-2999

Chawkat, LLC  
3555 Navarre Avenue  
Oregon, OH 43616  
419-691-9453

Perry's Ridge Investments, LLC  
26567 North Dixie Highway #142  
Perrysburg, OH 43551  
419-872-9464

Jars 1, Inc.  
1611 Chillicothe Street  
Portsmouth, OH 45662  
740-355-1299

X-Hot, Inc.  
7082 E. Main  
Reynoldsburg, OH 43068  
614-860-0294

Lancaster Wings, Inc.  
2386 Taylor Square Drive  
Reynoldsburg, OH 43068  
614-860-9464

Flying S Wings, Inc.  
Ohio Valley Plaza, #7  
St. Clairsville, OH 43950  
740-676-2034

Ohio Valley Investors, LLC  
442 Fortman Drive  
St. Mary's OH 45885  
419-300-8580

RAMB Co., LLC  
814 Crossings Road  
Sandusky, OH 44870  
419-624-9464

Strawberry Wings, Inc.  
2080 West Michigan  
Sidney, OH 45365  
937-492-2282

MABAM Entertainment II, Inc.  
9062 State Road 14  
Streetsboro, OH 4241  
330-626-1515

We're Jammin, Inc.  
42 N. Fountain Ave.  
Springfield, OH 45502  
937-323-2999

Sitr It Up, LLC  
1960 North Bechtle Avenue  
Springfield, OH 45504  
937-390-9464

Franklin's Strongsville Grill &  
Bar, Inc.  
8465 Pearl Road  
Strongsville, OH 44134  
440-243-9464

Erie Bay Investments, Inc.  
6710 West Central  
Toledo, OH 43617  
419-843-2400

Strawberry Wings, Inc.  
2313 W. Main St.  
Troy, OH 45373  
937-440-9016

Franklin Harvard Grill & Pub,  
LLC  
26200 Harvard Road  
Warrensville Heights, OH 44122

We're Jammin, Inc.  
143 Fairway Drive  
Wilmington, OH 45177  
701-280-9464

Downtown KB, Inc.  
4122 Burbank Road  
Wooster, OH 44691  
330-264-2299

Y.E.S. Restaurant Company, Inc.  
50 Federal Plaza  
Youngstown, OH 44503  
330-744-2999

B.B. Wings, Inc.  
1352 Brandywine Blvd.  
Zanesville, OH 43701  
740-454-9464

L.B. Wings, LLC  
3291 Maple Street  
Zanesville, OH 43701  
740-454-9464

## **OKLAHOMA**

Sooners or Later, Inc.  
2350 SE Washington Blvd., Suite  
418  
Bartlesville, OK 74006  
918-333-9440

Wingit, LLC  
1511 North 20th  
Broken Arrow, OK 74012  
918-286-3555

Mid Del Wings, LLC  
5500 Tinker Diagonal  
Del City, OK 73115  
405-677-9464

West Oklahoma Wings, LLC.  
1333 N Santa Fe, Ste 106, 107,  
108  
Edmond, OK 73003  
405-340-9647

Enid Wings, LLC  
2126 North Van Buren Avenue  
Enid, OK 73703  
580-237-9453

Wingsport, LP  
2506 NW Cache Road  
Lawton, OK 73505  
580-357-9464

West OK Wings, LLC.  
2601 W I-35 Frontage Road  
Moore, OK 73169  
405-794-9647

Ed Lynn/Steve Reeb  
1130 West Shawnee Street  
Muskogee, OK 74401  
918-682-9464

OK Wings, LLC  
4130 NW Expressway #108 &  
110  
Oklahoma City, OK 73116  
405-842-9464



I-40 Wings, LLC  
6910 SW 3rd  
Oklahoma City, OK 73128  
405-603-4688

Shawnee Wings, LLC  
4901 North Kickapoo Avenue  
#6703  
Shawnee, OK 74804  
405-273-3473

West Oklahoma Wings, LLC  
1701 North Perkins Road  
Stillwater, OK 74075  
405-533-2356

Rwings Rock, LLC  
6120 East 41<sup>st</sup> Street  
Tulsa, OK 74135  
918-398-7111

Tulsa Wings, LLC  
7568 South Olympia Avenue  
Tulsa, OK 74132  
918-445-9953

## **OREGON**

MBH Beaverton, LLC  
11995 SW Beaverton Hillsdale  
Highway  
Beaverton, OR 97005  
503-352-9503

Wingmen V Corvallis, LLC  
1820 NW 9<sup>th</sup> Street  
Corvallis, OR 97330

MBH Enterprises, LLC  
327 SW Morrison Street  
Downtown Portland, OR 97204  
503-224-1309

MBH Enterprises, LLC  
2055 NW Allie Avenue  
Hillsboro, OR 97124  
503-645-9424

MBH Lloyd Center, LLC  
1200 NE Broadway St., Ste 20  
Portland, OR 97232  
503-432-8179

MBH Cascade, LLC  
9810 NE Cascades Parkway  
Portland, OR 97220  
503-281-0351

Wingmen V, LLC  
3892 Center Street  
Salem, OR 97301

MBH Tualatin, LLC  
8505 SW Tualatin Sherwood  
Road  
Tualatin, OR 97062  
503-486-5295

MBH Wood Village, LLC  
22849 NE Glisan Street  
Wood Village, OR 97060  
503-328-9475

## **PENNSYLVANIA**

Erie BW Wings, Inc.  
2099 Interchange Road  
Erie, PA 16509  
814-868-9464

## **SOUTH CAROLINA**

Forest Wings, LLC  
2000 Oakheart Road  
Myrtle Beach, SC 29579  
843-236-6868

ACI Group V, LLC  
4959 Center Point Drive #104  
North Charleston, SC 29418  
843-529-5394

Beach Wings, LLC  
518 Highway 17 North  
N. Myrtle Beach, SC 29586  
843-281-9464

ACI Group IV, LLC  
109 Grandview Drive #1  
Summerville, SC 29483  
843-851-9242

## **SOUTH DAKOTA**

W & P of Brookings, LLC 1801  
6th Street  
Brookings, SD 57006

BDUBS, LLC  
715 Mountain View Road  
Rapid City, SD 57702  
605-721-9464

W & P of Sioux Falls, LLC  
909 Northwest Ave.  
Sioux Falls, SD 57104  
605-334-2711

W & P of Sioux Falls, LLC  
2601 South Louise Avenue  
Sioux Falls, SD 57102  
605-274-2382

W & P of Watertown, LLC  
2700 9<sup>th</sup> Avenue SE #100  
Watertown, SD 57201  
605-878-3777

## **TEXAS**

Wingsport LP  
4401 Ridgemoor Drive  
Abilene, TX 79606  
325-695-9464

Amarillo Wild Wings, Ltd.  
5416 South Coulter  
Amarillo, TX 79121  
806-359-4386

East Amarillo Wings, Ltd.  
9511 I-40 East  
Amarillo, TX 79159  
806-335-2204

AlamoWing Austin I, LLC  
7604 I-35 North  
Austin, TX 78752  
512-323-9061

AlamoWing Austin II, LLC  
13000 North I-35  
Austin, TX 78753  
512-323-9061

AlamoWing Austin III, LLC  
1005 Little Texas Lane  
Austin, TX 78745  
512-912-1147

R.C. Restaurant Group, LLC.  
3939 Dowlen Road  
Beaumont, TX 77706  
409-924-8646

RioWing, Ltd.  
2100 FM 802  
Brownsville, TX 78521  
956-541-9777

AlamoWing Cedar Park, LLC  
4710 Toll Road #183A  
Cedar Park, TX 78613  
512-528-9030

AlamoWing College Station, LLC  
903 University Drive  
College Station, TX 77840  
979-691-8453

RioWing, Ltd.  
2001 South Padre Island Drive  
Corpus Christi, TX 78416  
361-850-9464

AlamoWing El Paso I, LLC  
10497 Gateway Blvd. West  
El Paso, TX 79925  
915-594-9464

AlamoWing El Paso II, LLC  
655 Sunland Park Drive  
El Paso, TX 79912  
915-584-3241

PNH/Ft. Bliss Buffalo Wild  
Wings  
1617 Pleasonton Road, Suite G-  
101  
Ft. Bliss, TX 79906  
915-566-2999

RioWing, Ltd.  
1500 West Harrison, Suite D  
Harlingen, TX 78550  
956-425-2525

BWW Copperfield, LLC  
5805 Highway 6 North  
Houston, TX 77084  
281-200-9464

La Trelle's Concourse Foods, LP  
Hobby Houston Airport  
7800 Airport Blvd. C-104  
Houston, TX 77061  
713-643-1326

Schapps Enterprises, LLC  
2525 Rice Blvd.  
Houston, TX 77005  
713-521-1100

Schapps Enterprises, LLC  
17195 Tomball Parkway #4A  
Houston, TX 77064  
281-955-7800

Schapps Enterprises, LLC  
11803 Westheimer #780  
Houston, TX 77077  
281-497-9464

Schapp's Enterprises, LLC  
3651 Wesleyan Street, Suite 210  
Houston, TX 77027  
713-581-7955

Schapp's Enterprises, LLC  
3939 Washington Avenue, Suite A  
Houston, TX 77007  
832-356-2980

AlamoWing Kileen, LLC  
2401 E. Central Expressway  
Kileen, TX 76540  
254-690-1523

AlamoWing Laredo, LLC  
6629 San Dario Avenue  
Laredo, TX 78041  
956-725-9464

AlamoWing Longview, LLC  
4181 US Highway 2  
Longview, TX  
903-663-3151

West Texas Wings, LLC  
8212 University Avenue  
Lubbock, TX 79423  
806-745-5525

Lubbock Wild Wings, LLC  
6320 19<sup>th</sup> Street  
Lubbock, TX 79416  
806-785-9464

RioWing McAllen, LLC  
4424 N. 10<sup>th</sup> Street  
McAllen, TX 78504  
956-668-9677

RioWing McAllen II, LLC  
3520 East Expressway 83  
McAllen, TX 78501  
956-682-4550

Midland Wings, Ltd.  
5107 West Wadley  
Midland, TX 79707  
432-694-9400

Schapp's Enterprises, LLC  
510 Gray Street  
Midtown, TX 77002  
832-256-5542

AlamoWing Missouri City, LLC  
5603 Highway 6  
Missouri City, TX 77459  
281-208-3463

West Tex Wings Mgmt.  
4241 N. Grandview Avenue  
Odessa, TX 79762  
432-366-9453

SWS Mgmt Co., LLC  
5875 Fairmont Pkwy  
Pasadena, TX 77505  
281-487-0400

Winfield & Schmidt Ent.  
9415 Broadway  
Pearland, TX 77584  
281-854-2929

R.C. Port Arthur Group, LLC  
845 Memorial Blvd., Suite 100  
Port Arthur, TX 77642  
409-724-0046

Wingsport, LP  
4251 Sherwood Way  
San Angelo, TX 76901  
325-223-9464

Alamowing City Base, LLC  
3158 SE Military, Bldg. 5  
San Antonio, TX 78235  
210-648-9476

AlamoWing Culebra, LLC  
5411 West 1604 North  
San Antonio, TX  
210-520-4127

Alamowing DeZavala, LLC.  
5860 DeZavala Road  
San Antonio, TX 78249  
210-964-9464

AlamoWing Legacy, LLC  
18410 US Highway 281 North  
San Antonio, TX 78259  
210-545-9464

AlamoWing Pat Booker, LLC  
7903 Pat Booker Road  
San Antonio, TX 78223  
210-653-8903

AlamoWing Sea World, LLC  
115 SW Loop 410  
San Antonio, TX 78245  
210-523-9464

AlamoWing Zarzamora, LLC  
7823 Zarzamora  
San Antonio, TX 78224  
210-923-0700

Crevest Ventures, Inc.  
19075 I-45 South #100  
Shenandoah, TX 77385  
936-273-7777

BWW Sugarland Partners, Ltd.  
1401 Highway 6, Bldg. B  
Sugar Land, TX  
281-313-9464

HotTex, Inc.  
4320 Saint Michael Street  
Texarkana, TX 75503  
903-334-9455

AlamoWing Tyler, LLC  
7900 South Broadway Avenue  
Tyler, TX 75703  
903-939-0698

Alamowing Waco, LLC  
4225 Franklin Avenue  
Waco, TX 76710  
254-751-9696

SWS Operations No. 1, LP  
428 Bay Area Blvd, Suite 400  
Webster, TX 77598  
281-338-9464

RioWing Weslaco, LLC  
1909 West Expressway 83  
Weslaco, TX 78596  
956-968-3596

Wingsport, LP  
3111 Midwestern Pkwy, Ste 180  
Wichita Falls, TX 76308  
940-696-9464

## **VERMONT**

Gallus, LLC  
555 Shelburne Road  
Burlington, VT 05401  
802-489-5083

## **VIRGINIA**

Fish, Neely & Co. Inc.  
211 Prices Fork Road #200  
Blacksburg, VA 24060  
540-953-4074

Belle Enterprises, Inc.  
1935 Arlington Blvd.  
Charlottesville, VA 22903  
434-977-1882

Colonial Wings, LLC  
1156 Temple Avenue  
Colonial Heights, VA 23834  
804-526-9464

Belle Enterprises VII, Inc.  
763 Nalles Mill Road  
Culpeper, VA 22701  
540-827-1180

Danville Wings, LLC  
3415 Riverside Drive  
Danville, VA 24541  
434-797-9464

Farmville Wings, LLC  
1403 South Main Street  
Farmville, VA 23901  
434-315-5522

Belle Enterprises, Inc.  
1638 Carl D. Silver Parkway  
Fredricksburg, VA 22401  
540-548-8048

Belle Enterprises VIII, Inc.  
10107 Southpoint Parkway  
Fredricksburg, VA 22407  
540-891-0870

Belle Holdings, Inc.  
1090 Virginia Center Parkway  
Glen Allen, VA 23059  
804-553-9998

Midlothian Wings, LLC  
4300 Pouncey Tract Road  
Glen Allen, VA 23060  
804-360-8888

One Horse, LLC  
1007 S. Main  
Harrisonburg, VA 22801  
540-438-9790

ACI Group, LLC  
3812 Wards Road  
Lynchburg, VA 24502  
434-237-4460

Mechanicsville Wings, LLC  
7230 Bell Creek Road  
Mechanicsville, VA 23111  
804-746-5025

Belle Enterprises VI, Inc.  
12056 Southshore Pointe Drive  
Midlothian, VA 23112  
804-897-0900

Belle Enterprises, Inc.  
1501 E. Cary Street  
Richmond, VA 23219  
804-648-8900

Belle Enterprises, Inc.  
7801 W. Broad St., Suite 10  
Richmond, VA 23294  
804-672-8733

ACI Group, LLC  
4335 Starkey Road  
Roanoke, VA 24014  
540-725-9464

ACI Group, LLC  
4802 Valley View Blvd NW  
Roanoke, VA 24012  
540-366-9464

BRB Wings, LLC  
437a Tiffany Drive  
Waynesboro, VA 22655  
540-943-9464

One Horse, LLC  
5 Weems Lane  
Winchester, VA 22601  
540-723-6900

## **WASHINGTON**

MBH Hazel Dell, LLC  
7704 NE 5<sup>th</sup> Avenue  
Vancouver, WA 98665  
360-597-3486

## **WEST VIRGINIA**

Mountain Ridge Investors, Inc.  
Beckley, WV

Blue Ridge Investors, Inc.  
45 Betten Court  
Bridgeport, WV 26330  
304-806-6453

Stonewall Investors, Inc.  
2501 Mountaineer Blvd.  
Charleston, WV 25309  
304-744-0801

Blue Water Investors, Inc.  
100 Nitro Blvd.  
Cross Lanes, WV 25313  
304-776-9180

Chase & Green Corp.  
746 Fourth Ave.  
Huntington, WV 25701  
304-525-2999

Abbster Enterprises, LLC  
700 North Foxcroft Avenue  
Martinsburg, WV 25401  
304-264-9453

Chase & Green Corp.  
268 High St.  
Morgantown, WV 26505  
304-292-2999

Mountain Country Investors, Inc.  
1098 Suncrest Town Center Drive  
Morgantown, WV 26505  
304-598-3430

Flying Buffalo, Inc.  
2 Walmart Drive  
Moundsville, WV 26041  
304-810-4079

Flying S Wings, Inc.  
100 Lakeview Center  
Parkersburg, WV 26101  
304-422-9646

## **WISCONSIN**

Wings Fitchburg, LLC  
6227 McKee Road, Suite F  
Fitchburg, WI 53719  
608-268-0025

Wings East Towne, LLC  
240 East Towne Mall  
Madison, WI 53704  
608-268-0802

Oscar, Inc.  
1123 N. Water St.  
Milwaukee, WI 53202  
414-277-0293

Wings 27, LLC  
3636 South 27<sup>th</sup> Street  
Milwaukee, WI 53221

Wings on Monona, LLC  
6544 Monona Drive  
Monona, WI 53716  
608-237-8686

Oscar New Berlin, LLC  
15306 West Beloit  
New Berlin, WI 53151  
262-432-0100

Wings on State, LLC  
789 University Avenue  
Madison, WI 53715  
608-255-9464

Wings On Mayfair, Inc.  
2635 N. Mayfair  
Wauwatosa, WI 53226  
414-302-1900

Wings in West Allis, LLC  
2950 South 108th Street  
West Allis, WI 53227  
414-431-1100

**EXHIBIT F**

**List of Former Franchisees and Franchisees Who Otherwise  
Left the System as of December 25, 2011**

**LIST OF FORMER FRANCHISEES  
AS OF DECEMBER 25, 2011**

GCEP Alma School, LLC  
Mesa, AZ  
480-844-9464  
(Terminated)

Grand Canyon Equity Partners  
Phoenix, AZ  
480-342-9464  
(Terminated)

GCEP-Surprise, LLC  
Surprise, AZ  
623-584-2323  
(Terminated)

GCEP-Goodyear, LLC  
Goodyear, AZ  
623-547-1937  
(Terminated)

Alamo Wing Missouri City, LLC  
Missouri City, TX  
281-208-3463  
(Mutual termination)

**LIST OF FRANCHISEES WHO LEFT THE SYSTEM BY  
TRANSFER OR OTHER AS OF DECEMBER 25, 2011**

CarolinaWitt, Inc.  
Dayton, OH  
937-843-9334  
(Transferred 5 locations to us)

BRK Enterprises, Inc.  
Tallahassee, FL  
850-425-5293  
(Non-renewal)

Pendelton Pike Restaurants  
EE&J Restaurant Enterprises  
Westfield, IN  
317-837-2770  
(Transferred 2 locations to us)

Watson Holdings, Inc.  
Carmel, IN  
317-843-9334  
(Transferred 16 locations to new  
Franchisee)

NorthWitt, Inc.  
Dayton, OH  
937-843-9334  
(Transferred 10 locations to us)

Pictor Enterprises, Inc.  
Terre Haute, IN  
812-208-2082  
(Transferred 1 location to us)

**LIST OF FRANCHISEES WHO HAVE NOT COMMUNICATED  
WITH US IN THE LAST 10 WEEKS**

None.

**If you buy this franchise, your contact information may be disclosed to other buyers when  
you leave the franchise system.**

**EXHIBIT G**

**Form of Release Agreement**

**FORM OF RELEASE AGREEMENT**  
**(Subject to Change by Buffalo Wild Wings International, Inc.)**

For and in consideration of the agreements and covenants described below, Buffalo Wild Wings International, Inc. ("BWW") and ("Franchisee") enter into this Release of Claims ("Agreement").

**RECITALS**

A. BWW and Franchisee entered into a BUFFALO WILD WINGS® Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, BWW and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

**AGREEMENTS**

1. **Consideration.** [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by BWW. Release of Claims by BWW.** Except as noted in this Section 4, and subject to your compliance with the terms and conditions of this Agreement, including the payment of \$\_\_\_\_\_ to BWW, BWW, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "Franchisor Parties"), hereby release and forever discharge Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Franchise Agreement (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisor Parties do not release the Franchisee Parties from any obligations arising by virtue of this Agreement and the Franchisee Parties' failure to comply with those obligations. Further, the Franchisor Parties do not release the Franchisee Parties from any Claims related to Franchisee's (i) indemnification obligations under Section \_\_\_ of the Franchise Agreement, (ii) non-disclosure obligations under Section \_\_\_ of the Franchise Agreement, and (iii) post-termination non-compete obligations under Section \_\_\_ of the Franchise Agreement, each of which remain in full force and effect and are incorporated by reference in this Agreement.

5. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Franchisee Parties release and forever discharge the Franchisor Parties of and from any and all Claims, for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes,



rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisee Parties do not release the Franchisor Parties from any obligations arising by virtue of this Agreement and the Franchisor Parties' failure to comply with those obligations.

6. **Acknowledgment.** The releases of Claims set forth in Section 4 and Section 5 are intended by the Franchisor Parties and the Franchisee Parties (collectively, the "Parties") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Parties against the other Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Agreement shall void the releases set forth in this Agreement.

7. **Reservation of Claims Against Non-Settling Parties.** Buffalo Wild Wings International, Inc. and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

9. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

10. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state of \_\_\_\_\_.

11. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated: \_\_\_\_\_,20\_

**BUFFALO WILD WINGS INTERNATIONAL, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_,20\_

**FRANCHISEE:**

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



**RESERVATION  
AGREEMENT**

**EXHIBIT H**

**Reservation Agreement**

## BUFFALO WILD WINGS INTERNATIONAL, INC.

### RESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Buffalo Wild Wings International, Inc., an Ohio corporation, with its principal office at 5500 Wayzata Boulevard, Suite 1600, Minneapolis, Minnesota 55416 (“we” or “us”) and \_\_\_\_\_ (“you”).

#### RECITALS

A. Together with our parent company, we have developed a unique system for video entertainment-oriented, casual/fast casual restaurants that feature chicken wings, sandwiches, unique food service and other products, beverages and services using certain standards and specifications, including special and confidential recipes and formulas (the “System”).

B. You desire to reserve, for the term of this Agreement, an option to look for a site for a Buffalo Wild Wings® restaurant (the “Restaurant”) within the Reserved Territory (defined below).

C. We desire to grant you the option upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

#### AGREEMENTS

1. Reservation. We grant to you the right to look for a site for a Buffalo Wild Wings® Restaurant within the geographical area defined and described as \_\_\_\_\_ (the “Reserved Territory”). You acknowledge that the Reserved Territory may be larger than the territory granted to you under the terms of a Franchise Agreement entered into between you and us if you and we determine that you will establish a Buffalo Wild Wings® Restaurant within the Reserved Territory.

2. Term. This Agreement will terminate at the earlier of: (1) six months from the date of execution of this Agreement; (2) the date on which the parties execute a Franchise Agreement for a franchise within the Reserved Territory; or (3) the date on which you notify us in writing that you are no longer interested in pursuing the franchise opportunity with us. Upon termination, you must comply with the terms of Section 6 herein.

3. Fees.

3.1 Initial Reservation Fee. You must pay an Initial Reservation Fee to us in the amount of \$5,000.

3.2 Refundability. All sums paid to us under the terms of this Agreement are non-refundable; provided that in the event you execute a Franchise Agreement with us, all sums paid to under the terms of this Agreement will reduce by a corresponding amount the Initial Franchise Fee payable to us under the Franchise Agreement. Further, and notwithstanding the foregoing, we will refund the Initial Reservation Fee if we determine, in our sole business judgment, that (A) the Reserved Territory is no longer a viable trade area, or (B) circumstances beyond your control prevented you from securing a site in the Reserved Territory during the term of this Agreement.

4. Site Selection. While we reserve the right to accept or reject any proposed restaurant location, the selection of any such location is your sole responsibility. We will provide you with the Buffalo Wild Wings® site selection criteria. You will provide the information as may be reasonably specified in writing by us for the proposed site, and we will have 30 days to visit the proposed site prior to our acceptance or rejection of your proposed site. Our acceptance of any restaurant location simply means that the location meets our then-current site selection criteria. You may not construe any advice or assistance as our representation, assurance or guarantee as to the probability or level of success you can expect to attain at such location.

5. Franchise Agreement. You acknowledge and understand that this Reservation Agreement grants you the right to look for a site for a Buffalo Wild Wings® Restaurant within the Reserved Territory. To acquire the right to actually develop and operate a Buffalo Wild Wings® Restaurant, you must execute our then-current form of Franchise Agreement. If you execute a Franchise Agreement with us before the expiration of the term of this Reservation Agreement, the Initial Franchise Fee and ongoing royalty will be the same as was set forth in the Franchise Agreement being offered at the time of execution of the Reservation Agreement. In all other respects, we have the right to alter or amend the form and content of the Franchise Agreement that you sign.

6. Acknowledgement. You acknowledge that this Reservation Agreement grants you the right to look for a site for a restaurant in the Reserved Territory. Further, except as noted herein, you acknowledge that you may not represent or hold yourself out as a Buffalo Wild Wings® franchisee, or otherwise use any of our trademarks or other proprietary information, until a Franchise Agreement is executed by you and us. Notwithstanding the foregoing, you may use the words “Buffalo Wild Wings” as a d/b/a entity name for limited business planning purposes, including executing a lease, obtaining financing and licensure, contracting with various utilities, and other similar business preparation activities; however, you may not include the words “Buffalo Wild Wings” or any of the other Trademarks as part of your legal entity name. If this Reservation Agreement terminates or expires, your limited right to use the words “Buffalo Wild Wings” expires, and all references to the words “Buffalo Wild Wings” must be removed or deleted from any contracts, financing and any other documents which are then in effect or under consideration between you and any third party. You further acknowledge and agree that you (not Buffalo Wild Wings International, Inc.) are solely responsible for any expenses incurred during any period of your authorized use of the words “Buffalo Wild Wings.”

7. Dispute Resolution.

A. Arbitration; Mediation. Except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place in Minneapolis, Minnesota, or at such other place as may be mutually agreeable to the parties. Any arbitration must be resolved on an individual basis and not joined as part of a class action or the claims of other parties. The arbitrators must follow the law and not disregard the terms of this Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court in Minnesota or the state in which the Reserved Territory is located.

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered under subparagraph 7.B, provided that the party seeking mediation must notify the other party of its intent to mediate prior to the termination of this Agreement. Mediation will be conducted by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If not resolved within 30 days, or if one party refuses to participate in mediation as outlined herein, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential.

B. Injunctive Relief. Notwithstanding subparagraph 7.A above, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. Similarly, it is mutually agreed that in the event of our breach or threatened breach of any of the terms of this Agreement, you will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party. Finally, we and our affiliates have the right to commence a civil action against you or take other appropriate action for the following reasons: to collect sums of money due to us; or to compel your compliance with trademark standards and requirements to protect our confidential and proprietary information and the goodwill of the Trademarks.

C. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable attorneys' fees and costs.

8. Confidentiality. During the term of this Agreement, you may gain access to or receive certain information concerning our business, our prospects and our franchise system. You acknowledge and agree that any such information must be regarded as confidential and proprietary to us and you may not divulge or utilize same except in the development and operation of a Buffalo Wild Wings® Restaurant.

9. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as follows:

1. If intended for us, addressed to General Counsel, Buffalo Wild Wings International, Inc., 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416;
2. If intended for you, addressed to you at the address noted below; or,

in either case, as the intended party may change such address by written notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

10. Miscellaneous. This Agreement constitutes the entire agreement of the parties related to the subject matter thereof, and no amendments or modifications will be binding unless confirmed in writing and signed by both parties. The parties' rights and obligations under this Agreement will be governed by, and the relationship of the parties is governed by and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Reserved Territory is located. You waive the rights and protections that might be provided through the laws of Minnesota relating to franchises or dealerships or business opportunities, unless you are a Minnesota resident or your Reserved Territory is located in Minnesota. If any provisions of this Agreement are declared invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed not to be a part of this Agreement, and the parties agree to remain bound by all remaining provisions. The parties agree that any suit, action or proceeding with respect to this Reservation Agreement that is not subject to arbitration must be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota. The parties waive any questions of personal jurisdiction or venue for the purposes of carrying out this provision.

[Signature page follows.]



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

In the Presence of:

**BUFFALO WILD WINGS  
INTERNATIONAL, INC.:**

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Its \_\_\_\_\_

In the Presence of:

**YOU:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal Business Name (if applicable)

\_\_\_\_\_  
Print Name

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

Its \_\_\_\_\_  
(if applicable)

**Your Address for Notices:**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip

**ACKNOWLEDGMENT ADDENDUM TO  
BUFFALO WILD WINGS® RESERVATION AGREEMENT**

As you know, you and we are entering into a Reservation Agreement, which will permit you to look for a site for a BUFFALO WILD WINGS® restaurant in a specific geographic area. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of Reservation Agreement. Please review each of the following questions carefully and provide honest responses to each question.

**Acknowledgments and Representations\*.**

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least (a) 14 calendar days prior to signing the Reservation Agreement; **or** (b) if you are a resident of **New York, or Rhode Island**, at the earlier of the first personal meeting or 10 business days before the execution of the Reservation Agreement (or other agreement) or payment of any consideration; **or** (c) if you are a resident of **Michigan, Oregon, Washington or Wisconsin**, at the earlier of 10 business days before the execution of any binding agreement or payment of any consideration? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
2. Have you studied and reviewed carefully our Disclosure Document and Reservation Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
3. If the Franchisor made any unilateral changes to the Reservation Agreement, did you receive a copy of the complete revised agreement at least 7 calendar days prior to the date on which the Reservation Agreement was executed? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
4. Did you understand all the information contained in both the Disclosure Document and Reservation Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
5. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document? Check one:  Yes  No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_
6. Did any employee or other person speaking on behalf of Buffalo Wild Wings International, Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any BUFFALO WILD WINGS® location or business, or the likelihood of success at a Franchised Business? Check one:  Yes  No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_

7. Do you understand that the Reservation Agreement grants you only the right to look for an acceptable site, and that to acquire the right to actually develop and operate a Buffalo Wild Wings® Restaurant, you must execute our then-current form of Franchise Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_
8. Do you understand that the Reservation Agreement contains the entire agreement between you and us concerning your rights within the Reserved Territory, meaning that any prior oral or written statements not set out in the Reservation Agreement or Disclosure Document will not be binding? Check one:  Yes  No. If no, please comment: \_\_\_\_\_

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.**

APPROVED ON BEHALF OF  
BUFFALO WILD WINGS  
INTERNATIONAL, INC.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law. Except to the extent we have negotiated changes to the Reservation Agreement that differ from the FDD, nothing in this Acknowledgement Addendum or in any related agreement is intended to disclaim representations made in Buffalo Wild Wings International, Inc.'s 2012 FDD that was furnished to you.



**RECEIPT PAGES**

**EXHIBIT I**

**Confidential Disclosure Agreement and Receipt**

## CONFIDENTIAL DISCLOSURE AGREEMENT

We at Buffalo Wild Wings International, Inc. are interested in discussing the possibility of you becoming a franchisee.

It is our intent to share all manuals, recipes, drawings, plans, materials, material sources, methods, techniques, processes, records, business plans, market research and other information (collectively, "Proprietary Information") to enable you to decide if you wish to proceed with a BUFFALO WILD WINGS® Restaurant. We wish to maintain the confidentiality of our Proprietary Information. Therefore, you agree not to copy or try to duplicate the BUFFALO WILD WINGS® restaurant concept.

Your acceptance of the terms of this confidential disclosure agreement indicates that:

- 1) You agree to maintain as confidential the Proprietary Information;
- 2) You agree not to disclose the Proprietary Information to any one without our prior written approval;
- 3) You agree not to design, manufacture, distribute, or sell or assist others in designing, manufacturing, distributing, or selling products or services of any type relating directly to BUFFALO WILD WINGS® restaurants, services or products without receiving our written approval;
- 4) You agree not to reproduce any of the Proprietary Information and to return to us all Proprietary Information received by you immediately upon our request.

Upon a breach or threatened breach by you of this Agreement, we are entitled to immediate injunctive relief and any other equitable remedies, as well as all available remedies at law.

If these terms are acceptable to you, please indicate your acceptance by signing below.

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**RECEIPT**

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

Except as noted below, if Buffalo Wild Wings International, Inc. offers you a franchise, we must provide this Disclosure Document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration to us.

If Buffalo Wild Wings International, Inc. offers you a franchise in New York or Rhode Island, we must provide this Disclosure Document to you at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration to us.

If Buffalo Wild Wings International, Inc. offers you a franchise in Michigan, Oregon, Washington or Wisconsin, we must provide this Disclosure Document to you at least 10 business days before the execution of any binding agreement or payment of any consideration to us, whichever comes first.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the State Agency referred to in Exhibit A.

The name, principal business address and telephone # of each franchise seller offering the franchise: Brad Laughner, Carolyne Canady, and Jeffrey Wong, 5500 Wayzata Blvd., Suite 1600, Minneapolis, MN 55416, 952-593-9943; and

Issuance Date: March 22, 2012

I received a Franchise Disclosure Document dated \_\_\_\_\_. This Disclosure Document included the following Exhibits: A) List of State Agencies and Agents for Service of Process; B) Financial Statements; C) Franchise Agreement; D) Area Development Agreement; E) List of Restaurant Locations; F) List of Former Franchisees; G) Form of Release Agreement; H) Reservation Agreement; and I) Confidential Disclosure Agreement and Receipt.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Zip \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Zip \_\_\_\_\_

Copy for Franchisee

**RECEIPT**

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

Except as noted below, if Buffalo Wild Wings International, Inc. offers you a franchise, we must provide this Disclosure Document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration to us.

If Buffalo Wild Wings International, Inc. offers you a franchise in New York or Rhode Island, we must provide this Disclosure Document to you at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration to us.

If Buffalo Wild Wings International, Inc. offers you a franchise in Michigan, Oregon, Washington or Wisconsin, we must provide this Disclosure Document to you at least 10 business days before the execution of any binding agreement or payment of any consideration to us, whichever comes first.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the State Agency referred to in Exhibit A.

The name, principal business address and telephone # of each franchise seller offering the franchise: Brad Laughner, Carolyne Canady, and Jeffrey Wong, 5500 Wayzata Blvd., Suite 1600, Minneapolis, MN 55416, 952-593-9943; and

Issuance Date: March 22, 2012

I received a Franchise Disclosure Document dated \_\_\_\_\_. This Disclosure Document included the following Exhibits: A) List of State Agencies and Agents for Service of Process; B) Financial Statements; C) Franchise Agreement; D) Area Development Agreement; E) List of Restaurant Locations; F) List of Former Franchisees; G) Form of Release Agreement; H) Reservation Agreement; and I) Confidential Disclosure Agreement and Receipt.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Zip \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Zip \_\_\_\_\_

Copy for Buffalo Wild Wings International, Inc.