**FRANCHISE AGREEMENT**

**Featured Franchise Agreements**

BUFFALO WILD WINGS(R) FRANCHISE AGREEMENT

BETWEEN

BUFFALO WILD WINGS INTERNATIONAL, INC.

1600 UTICA AVENUE, SUITE 700

MINNEAPOLIS, MN 55416

AND

AUTHORIZED LOCATION:

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Street

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City State Zip Code

EFFECTIVE DATE:

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(To be completed by us)

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BUFFALO WILD WINGS(R) FRANCHISE AGREEMENT

This Franchise Agreement is made this \_\_\_\_ day of , 2006 between BUFFALO WILD

WINGS INTERNATIONAL, INC., an Ohio corporation with its principal business

located at 1600 Utica Avenue South, Suite 700, Minneapolis, Minnesota 55416

("we" or "us"), and , a 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, 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(R) 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 any cover charges or fees, vending or similar activities

in your Restaurant or on its premises as well as 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

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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, (ii) meets our prior restaurant or

retail management experience requirements, and (iii) does not

participate in the active operation or management of any business

other than the Restaurant. The Unit General Manager must be

appointed at least 60 days prior to the Restaurant opening, fully

trained 20 days prior to the Restaurant opening and is or will be

identified on the Ownership and Management Addendum attached to this

Agreement.

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 a location to be determined, in accordance with this

subparagraph 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. 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.

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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

in accordance with the requirements of subparagraph 5.A within (i)

270 days from the date of this Agreement if the Restaurant is

located within an end cap, shopping mall, Special Site or other

similar location, or (ii) 365 days from the date of this Agreement

if the Restaurant is a free-standing building, unless in either case

we authorize in writing an extension of time. Notwithstanding the

foregoing, if you are entering this Agreement pursuant to an Area

Development Agreement executed between you and us, you agree to open

the Restaurant by the date stated in the Area Development Agreement.

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 at any time or at

any location. 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 (except as otherwise provided for in this

subparagraph). 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 or through any

distribution channel or method, all without compensation to any franchisee.

We and our affiliates have the right to offer, sell or distribute,

within and outside the Designated Area, 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 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

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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, subject to our then-current Special Sites

Impact Policy, 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 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.

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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 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 any of the words BUFFALO,

WILD or 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 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 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 require substantial remodeling due to a

modernization in trade dress, the expenditure will be considered

toward the Maximum Modernization Amount described in subparagraph

5.E. 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:

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A. Term. The initial term of this Agreement is 20 years, unless this

Agreement is sooner terminated in accordance with Paragraph 13. The

initial term commences upon the Effective Date (as defined in

subparagraph 15.S) of this Agreement. We may extend this initial

term in writing for a limited period of time not to exceed 6 months

to take into account the term of any applicable lease for the

Authorized Location.

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, in

addition, 6 months prior to the end of the initial term, 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 240 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 two renewal terms

(the first renewal term for 15 years and the second renewal term for

5 years), provided that with respect to each 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 have the site evaluated by the

proprietary site evaluator software that has been developed by

GeoVue, Inc. You must execute the Enrollment Form and Portal Terms

and Conditions attached as Appendix F and pay GeoVue, Inc. an

evaluation fee of $400 per site evaluated, but you must pay for the

rights to have at least 3 sites evaluated and these fees are non

refundable. If your authorized location is located in an area with a

lower population or smaller trade area, we may reduce the number of

required site evaluations. 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.

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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 must provide us a copy of the lease at

least 10 business days prior to the date you would execute the

lease; we reserve the right to, in such 10 days period, review and

approve or reject the lease. 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 and your

landlord are required to sign the Lease Addendum attached as

Appendix C. We require 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. You must provide us a copy of the executed lease and Lease

Addendum within 5 days of their execution.

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 the

Restaurant will be in a free standing location or within 90 days

from the execution of this Agreement if the selected and consented

to site for the Restaurant is in a non-free standing location. 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 one of our designated architects; and

(ii) retain the services a general contractors and audio/visual

equipment providers and installers, each of whom must have

successfully gone through our application process or otherwise been

approved by us in writing (although if this Agreement is for 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 in accordance with the terms of any franchise agreement

with us, you must use one of our designated general contractors and

audio/visual equipment provider and/or 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

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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 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 (vii) 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, you must 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.

If this is not your first BUFFALO WILD WINGS restaurant and you have

opened all others on a timely basis, you may request that we approve

a general contractor that is not on our current list of approved

suppliers. You must pay us a $5,000 processing fee to process your

request to qualify the general contractor. If you want to use an

audio/visual equipment provider/installer who is not on our list of

approved suppliers (whether it is for your first or any subsequent

restaurant), you must pay us $250 for any audio/visual equipment

provider/installer that you submit for our qualification. You also

must pay a bid review fee of $150 and a final inspection fee of $500

for audio/visual related services (in addition to travel expenses of

the inspector), regardless of whether you use a newly approved or

previously approved audio/visual provider and installer. Your

general contractor may not be your audio/visual equipment provider

and installer. 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, you have paid the $5,000 qualification processing fee, and

we have approved your request. If you have signed an Area

Development Agreement for 8 or more restaurants, you also may

request approval an architect that is not on our list of approved

suppliers. The architect will be required to attend a two day

training session at our Minneapolis headquarters, at a cost of

$7,500.

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. You must provide us weekly development

and construction reports in the form we designate from the date you

begin development until the date you open the Restaurant. For

instance, you must contact us weekly and provide checklists and

digital photos during construction. 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

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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. Items of maintenance will not be considered items of

modernization or replacement under subparagraph 5.E and, therefore,

any expenses for maintenance will not be counted towards the Maximum

Modernization Amount that you are required to spend pursuant to

subparagraph 5.E.

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) the new site has been evaluated by the proprietary site

evaluator software that has been developed by GeoVue, Inc. (or by

the proprietary site evaluation system then being used by us) and

you have paid the $400 evaluation fee, provided, that you must

purchase the rights to have at least 3 sites evaluated unless we

determine your trade area does not require 3 evaluations; (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 240 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 has been evaluated

by the proprietary site evaluator software that has been developed

by GeoVue, Inc. (or by the proprietary site evaluation system then

being used by us) and accepted by us 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 240 days of the date of

occurrence of the destruction or damage.

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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 Replacement. From time to time as we require,

you must effect 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 for

similarly situated new BUFFALO WILD WINGS restaurants. The maximum

cumulative amount (the "Maximum Modernization Amount") that you will

be required to spend during the initial term of this Agreement

depends on whether your Restaurant is a free standing location and

is established as follows:

(i) Free Standing Locations (a single use, single

tenant, unattached building or pad site). You will be

required to spend no more than $185,000 during the

initial 10 years of this Agreement and $50,000 during

years 11-15. If we do not require you to spend $185,000

during the first 10 years of the Agreement, we may

require you to spend the remaining amount, in addition

to the $50,000, during years 11-15. If we do not require

you to spend $235,000 during the first 15 years of this

Agreement, we may require you to spend the remaining

amount up to $235,000 during years 16-20.

(ii) Non-Free Standing Locations. You will be required

to spend no more than $155,000 during the initial 10

years of this Agreement and $25,000 during years 11-15.

If we do not require you to spend $155,000 during the

first 10 years of the Agreement, we may require you to

spend the remaining amount, in addition to the $25,000,

during years 11-15. If we do not require you to spend

$180,000 during the first 15 years of this Agreement, we

may require you to spend the remaining amount up to

$180,000 during years 16-20.

Notwithstanding the prior paragraphs, we will not require you to

make any modernization expenditures during the first three years of

this Agreement. Thereafter, however, you must complete to our

satisfaction any changes we require within 24 months from the date

you are notified of any required changes, except for outdoor signage

as set forth in subparagraph 5.F.

Each and every transfer of any interest in this Agreement or your

business governed by Paragraph 11 or renewal covered by Paragraph 4

is expressly conditioned upon your compliance with these

requirements at the time of transfer or renewal without regard to

the Maximum Modernization Amount.

The Maximum Modernization Amount will be adjusted every 5-year

period in accordance with any change in the National Consumer Price

Index - All Urban Consumers for the recently completed 5-year

period, as described in subparagraph 16.Q. The Maximum Modernization

Amount does not include any required expenditures for equipment or

leasehold improvements necessary to prepare new product offerings.

Furthermore, you must perform general, continued maintenance and

refreshing of the Restaurant premises whenever necessary as set

forth in subparagraph 5.C and at a cost not included in the Maximum

Modernization Amount.

You acknowledge and agree that the requirements of this subparagraph

5.E are both reasonable and necessary to insure 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.

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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. Your costs for the signage will be included in the Maximum

Modernization Amount under subparagraph 5.E.

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. 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. 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

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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"). Any

updates, supplements or modifications are not subject to or part of

the Maximum Modernization Amount defined in subparagraph 5.E. The

Computer System may include all hardware and software used in the

operation of the Restaurant, including electronic point-of-sale cash

registers 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 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

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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. You will be obligated to pay for 3 "mystery shopper"

visits during the first 3 months after you open your Restaurant. In

addition, any time you fail an evaluation, by us or by a mystery

shopper, you must pay 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 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

at least 12 hours each day of the year, although you have the option

to close your Restaurant on Thanksgiving, Christmas Eve, Christmas

Day and Easter. 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 God, war, strikes,

riots or other force majeure cause 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 insure

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

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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. You may not install or maintain on the premises

of the Restaurant any newspaper racks, video games, jukeboxes, gum

machines, games, rides, vending 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. 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, permits and certificates

relating to your Restaurant. 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.

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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. 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 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.

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 insure 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.

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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 one of your assistant managers must attend

training and complete training to our satisfaction. 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 immediately after being appointed by you.

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 insure 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 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

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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. The

disbursements may include payments to us for the expense of

administering the Advertising Fund, including accounting expenses

and salaries and benefits paid to our employees engaged in the

advertising functions. If requested, we will provide you an annual

unaudited statement of the financial condition of the Advertising

Fund.

B. Required Local Expenditures, Approved Materials. 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 1/2% 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. You must use only

such advertising materials 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 and activities; provided that they are current, in good

condition, in good taste and accurately depict the Trademarks. You

must use point-of-sale posters or other promotional materials that

depict any of the Trademarks only in connection with your sale of

approved Menu Items at the Restaurant. Any point-of-sale posters or

other promotional materials used by you must be current and in good

condition. To that end, we may make available at a reasonable cost

to you annually or at other reasonable intervals, and when made

available you must purchase, a sales promotion kit containing new

point-of-sale and other promotional materials; however, the cost of

the sales promotion kit may be included from time to time as

determined by us in the Advertising Fee described in subparagraph

9.C.

C. 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 the 1/2% of Gross Sales you are required to spend on

local marketing and promotion to the local cooperative. If, however,

the cooperative votes to spend a percentage greater than 1/2% 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. You will be

required to contribute to the cooperative the percentage as

designated by a majority vote of the cooperative members. 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 1/2%. 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 franchisee 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.

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D. Yellow Pages. You must place a separate listing, or participate

in a joint listing, in the Yellow Pages of your local telephone

directory. 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.

E. Gift Cards, Certificates and Checks. 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 Participation 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 Participation Agreement, including those amounts from

purchased, but unredeemed, gift cards.

F. Grand Opening Promotion. You must conduct certain advertising and

public relations activities in connection with the opening of your

Restaurant, as we specify in writing. We require you to spend, in

addition to the required local advertising contribution described

above, $12,500 for such grand opening activities. In addition, you

must perform a grand opening as mandated 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. 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 as 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 1/2% 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.

C. 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 1/2% 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.

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D. 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 the

reports required by subparagraph 9.H 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.

E. 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.

F. 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.

G. 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.

H. Reports and Audit. You must submit your Gross Sales daily via our

intranet system. You must verify the accuracy of the Gross Sales

figure on Friday of each week for the preceding week. Within 10 days

after the end of each month, you must submit to us a report with

respect to the preceding calendar month in the form and content as

we periodically prescribe. The report must include, but not be

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

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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 sales summary 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 (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. We may require that the annual financial statements be

reviewed 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

such evaluation or audit reveals any understatement of your Gross

Sales, Royalty Fees or Advertising Fees or a variance of 1.25% or

more from data reported to us in respect to any other item that is

material to the computation of fees or to the analysis of the

operation, you must pay for the audit, and in addition to any other

rights we may have, we have the right to conduct further periodic

audits and evaluations of your books and records as we reasonably

deem necessary for up to 3 years thereafter and any further audits

and evaluations will be at your sole expense, including, without

limitation, professional fees, travel, and room and board expenses

directly related thereto. Furthermore, if you intentionally

understate or underreport Gross Sales, Royalty Fees or Advertising

Fees at any time, or if a subsequent audit or evaluation conducted

within the 3-year period reveals any understatement of your Gross

Sales, Royalty Fees or Advertising Fees or a variance of 1.25% or

more from data reported to us in respect to any other item that is

material to the computation of fees or to the analysis of the

operation, in addition to any other remedies provided for in this

Agreement, at law or in equity, we have the right to terminate this

Agreement immediately. In order to verify the information that 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.

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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 policies must include, at a

minimum: (i) special/causes of loss coverage forms (sometimes called

"All Risk coverage") on the Restaurant and all fixtures, equipment,

supplies and other property used in the operation of the Restaurant,

for full repair and replacement value of the machinery, equipment

and improvements, including full coverage for loss of income

resulting from damage to the Restaurant without any co-insurance

clause, except that an appropriate deductible clause is permitted;

(ii) business interruption insurance covering a minimum 12 months

loss of income, including coverage for our Royalty Fees; (iii)

comprehensive general liability insurance, including product

liability insurance and contractual liability insurance, with

minimum limits of $1,000,000 per occurrence and $2,000,000

aggregate; (iv) liquor liability coverage with minimum limits of

$1,000,000 per occurrence; (v) "Per Location" aggregate limits when

multiple restaurant locations are insured under one comprehensive

general liability policy and/or liquor liability policy(ies); (vi)

automobile liability insurance, including owned, hired and non-owned

vehicle coverage with a minimum combined single limit of $1,000,000

per claim (vii) workers' compensation and employer's liability

insurance covering all of your employees (viii) umbrella liability

insurance which also includes liquor liability, employers liability

and automobile liability, with minimum limits of $2,000,000 per

occurrence; (ix) Buffalo Wild Wings, Inc., Buffalo Wild Wings

International, Inc. and affiliates as named additional insureds on

all liability policies required by this subparagraph; (x) any other

such insurance coverages or amounts as required by law or other

agreement related to the Restaurant. The insurance coverages

referenced in (iii), (v), (vi), (vii), (viii), (ix) and (x) of this

subparagraph must commence as of the date of this Agreement. The

insurance coverages referenced in (i) and (ii) of this subparagraph

must commence as of the date construction begins at the Restaurant.

The liquor liability insurance referenced in (iv) of this

subparagraph must commence no later than the date that liquor begins

to arrive at the Restaurant site.

You must deliver to us at commencement and thereafter annually or at

our 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 our status as an

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additional insured (as noted in (ix) above) and provide that we will

be given 30 days' prior written notice of material change in or

termination or cancellation of the policy. We also may request

copies of all policies. We may from time to time modify the required

minimum limits (including a significant increase to the umbrella

policy referenced in (viii) above) 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. If you do not procure and

maintain the insurance coverage required by this Agreement

(including any modifications referenced in the preceding sentence),

we have the right, but not the obligation, to procure insurance

coverage and to charge same to you, together with a reasonable fee

for the expenses we incur in doing so, payable by you immediately

upon 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 if, at the Effective Date of

this Agreement, you operate or hold an interest 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.

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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 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.

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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, which must be

accompanied by the documents (including a copy of the proposed

purchase or other transfer agreement) or other required information.

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. You must pay to us a $12,500 transfer fee every

time you submit an application for consent to transfer. The transfer

fee must be submitted at the time you submit the application for

consent to transfer. 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 up to $10,000.

The transfer fee is nonrefundable even if, for any reason, the

proposed transfer does not occur, in which case the transfer fee you

paid us for the failed transfer will not be applied to any future

attempted transfer.

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.

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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 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 change in control of the franchisee or a

Principal Owner 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,

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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

change in control or 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 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. If the assignee is your

spouse or child, no transfer fee will be payable to us, although you

must reimburse us for our reasonable expenses, in an amount not to

exceed $3,500. Further, if the transfer is to a spouse or child, we

will waive our right of first refusal described in subparagraph 11.F

and will not require that the individual execute the then-current

franchise agreement, as required by subparagraph 11.D.E. 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.

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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, 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. 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, conviction of you, a

Principal Owner, or a guarantor of (or pleading no contest to) any

misdemeanor that brings or tends to bring any of the Trademarks into

disrepute or impairs or tends to impair your reputation or the

goodwill of any of the Trademarks or the Restaurant, 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

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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

misdemeanor that brings or tends to bring any of the

Trademarks into disrepute or impairs or tends to impair

your reputation or the goodwill of the Trademarks or the

Restaurant, 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.H, failure

to open the Restaurant by the date set forth in

subparagraph 2.C, 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.

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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, however, you refuse to

comply with the provisions of the preceding sentence within 30 days,

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.

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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 therefor 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

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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.

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., 1600 Utica

Avenue South, Suite 700, 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 includes 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.

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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.

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K. Waiver of Punitive Damages. You and your affiliates 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.

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

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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. National Consumer Price Index. We may adjust the maximum

modernization amount (subparagraph 5.E) every five year period, as

noted in subparagraph 5.E, in proportion to the five-year change in

the National Consumer Price Index - All Urban Consumers as reported

for each calendar year by the U.S. Department of Labor (or the

successor index or agency thereto) using 2003 as the base year, and

as so adjusted will apply to the maximum modernization expenditure

amount, subsequent to the adjustment date but prior to the next

adjustment date.

R. 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.

S. 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.

T. 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.

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IN WITNESS WHEREOF, the parties have executed this Franchise Agreement

on the dates written below.

FRANCHISEE: US:

BUFFALO WILD WINGS

INTERNATIONAL, INC.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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

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

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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 , 2006 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 Individually

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip Code City State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Telephone

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Individually Individually

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Print Name Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip Code City State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Telephone

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OWNERSHIP AND MANAGEMENT ADDENDUM TO

BUFFALO WILD WINGS(R) FRANCHISE AGREEMENT

1. Control Person. You represent and warrant to us that the

following person, and only the following person is the Control Person:

NAME TITLE ADDRESS

2. Principal Owner(s). You represent and warrant to us that the

following person(s) and entities, and only the following person(s) and entities,

will be your Principal Owner(s):

PERCENTAGE

NAME HOME ADDRESS OF INTEREST

3. Unit General Manager. You represent and warrant to us that the

following person, and only the following person, is your Unit General Manager:

NAME TITLE ADDRESS

4. 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.

5. Effective Date. This Addendum is effective as of this \_\_\_\_\_\_ day

of\_\_\_\_\_\_\_\_\_\_, 2006.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Initials Our Initials

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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: BETTER-BE-READY BLAZIN'

Registration No.: 2,433,893

Registration Date: March 6, 2001

Service Mark: HOME OF THE REAL WING

Registration No.: 2,247,812

Registration Date: May 25, 1999

Service Mark: SOMETHING WILD HAS COME TO TOWN

Registration No.: 2,234,404

Registration Date: March 23, 1999

Service Mark: GOTTA WING IT

Registration No.: 2,556,785

Registration Date: April 2, 2002

Service Mark: WINGS. BEER. SPORTS. ALL THE ESSENTIALS

Registration No.: 2,905,689

Registration Date: November 30, 2004

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.

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Appendix B to the Franchise Agreement

THE DESIGNATED AREA

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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The Designated Area is considered fixed as of the date of the Franchise

Agreement.

FRANCHISEE: FRANCHISOR:

BUFFALO WILD WINGS

INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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Appendix C to the Franchise Agreement

ADDENDUM TO LEASE

This Addendum to Lease, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_, is entered into

between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Landlord"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Tenant").

RECITALS

A. The parties have entered into a Lease Agreement, dated \_\_\_\_\_\_\_\_\_,

200\_\_, (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 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. Tenant does not have the right to sublease or assign the

Lease to any third party without BWW's and Landlord's written

approval. Tenant has the right to assign all of its right, title and

interest in the Lease to BWW, its affiliates or its parent company,

at any time 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 gives Landlord written notice of its acceptance of the

assignment. BWW or its parent company will be responsible for the

lease obligations incurred after the effective date of the

assignment. 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) Lessee

will remain liable for the responsibilities and obligations,

including amounts owed to Landlord, prior to the date of assignment

and assumption, and (ii) BEWW will have the right to sublease the

Premises to another franchisee with Landlord's prior reasonable

approval - reasonableness to be based on proposed new franchisee's

related business experience and credit history, 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, the BWW Entity 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.

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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 has failed to cure. BWW has the right 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 its designee (the "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) If the BWW Entity elects to assume the Lease, the BWW

Entity shall not be required to cure defaults and/or to

begin paying rent until Landlord delivers possession of

the Premises to the BWW Entity. The BWW Entity shall

have the right, at any time until Landlord delivers

possession of the Premises, to rescind the option

exercise, by written notice to Landlord.

(c) All notices to BWW must be sent by registered or

certified mail, postage prepaid, to the following

address:

Buffalo Wild Wings International, Inc.

1600 Utica Avenue South

Suite 700

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.

(a) 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 a BWW Entity written notice

specifying any defaults of Tenant under the Lease.

(b) If the Lease contains term renewal or extension right(s)

and if Tenant allows the term to expire without

exercising said right(s), Landlord shall give BWW

written notice thereof, and a BWW Entity shall have the

option, for thirty (30) days after receipt of said

notice, to exercise the Tenant's renewal or extension

right(s) on the same terms and conditions as are

contained in the Lease. If a BWW Entity elects to

exercise such right(s), it shall so notify Landlord in

writing, whereupon Landlord and the BWW Entity shall

promptly execute and deliver an agreement whereby the

BWW Entity assumes the Lease, effective at the

commencement of the extension or renewal term.

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(c) 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(R)

Restaurant and to make such other modifications (such as

repainting) as are reasonably necessary to protect the

Buffalo Wild Wings(R) 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.

5. Additional Provisions.

(a) Landlord hereby acknowledges that the provisions of this

Addendum to Lease 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 to

Lease 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.

6. Sales Reports. If requested by BWW, Landlord will provide BWW with

whatever information Landlord has regarding Tenant's sales from the

Restaurant.

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Appendix D to the Franchise Agreement

ELECTRONIC TRANSFER OF FUNDS AUTHORIZATION

Franchisee:

Location:

Date:

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NEW CHANGE

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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 \*\*\*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Name Street Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Branch City State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address Telephone Number

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

City State Zip Code

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

Bank Telephone Number

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

Bank's Account Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer's Account Number

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Appendix E to the Franchise Agreement

BUFFALO WILD WINGS(R)

AUTHORIZATION AND GIFT CARD PARTICIPATION AGREEMENT

The franchisee identified below ("Franchisee") hereby agrees to

participate in the gift card marketing program to be provided by SASH Management

L.L.C. d.b.a. Gift Card Solutions, a Utah limited liability company ("GCS") to

owners of franchises operated under an agreement with Buffalo Wild Wings, Inc.,

a Minnesota corporation, Blazin Wings, Inc., a Minnesota corporation, Buffalo

Wild Wings International, Inc., an Ohio corporation, and Real Wing, Inc., a

Kansas corporation (the aforementioned entities are collectively and

individually referred to as "Franchisor"). This Agreement will continue until

the expiration of the Gift Card Agreement between GCS and Buffalo Wild Wings,

Blazin Wings, Buffalo Wild Wings International, and Real Wing, Inc. dated August

16, 2002. GCS may otherwise terminate this Agreement if Franchisee ceases to

operate outlets pursuant to a franchise agreement with any of the above

referenced entities or, with the consent of the respective franchisor,

franchisee has defaulted under the terms of this Agreement.

GCS' program is made available to Franchisee in return for

Franchisee's agreement to participate in a TurnKey Gift Card program (the

"Program") that will allow Franchisee's customers to prepay in specific amounts

for product purchases at participating stores and to then purchase product at

any participating store using the gift card (the "Gift Card") provided by GCS

for purchase. To effectuate this, GCS agrees to provide the following:

1. A complete TurnKey Gift Card processing program, defined to include

a system for real-time card authorization and accounting and funds

settlement procedures.

2. Provide reports that will be available via a secure web site for

next day viewing of daily transaction detail.

3. Maintain adequate communication lines for both the issuing and

verification terminals within the Franchisee's stores.

4. Inventory management, including ordering and disbursement of cards

to Franchisee.

5. Accept and fulfill Gift Card requests from consumers and Franchisee.

6. Maintain adequate inventory of card stock and other fulfillment

materials.

7. With the assistance of Franchisee, prepare individual terminals at

each Store to accept Gift Cards by programming terminals, gaining

required permissions from a Store merchant acquirer or through other

measures that are required for participation in the program.

8. Maintain an automated balance inquiry system that is available 24

hours a day 365 days a year which may be accessed by Franchisee by a

toll free telephone number.

To effectuate the Program, the Franchisee will have an account which

is credited and debited with certain amounts. Those credits and debits are as

follows:

1. If a Verifone Terminal/Printer package is to be supplied by GCS to

Franchisee, as described below, GCS shall bill the Franchisee

$225.00 for each such package. Said amount shall be due with the

first monthly payment, as set forth below.

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2. There will be a transaction fee for each transaction which is

performed with respect to a Gift Card issued as part of the program.

The transaction fee shall be $.16 per transaction, and shall be

charged for each transaction performed by the Franchisee. The

cumulative amount of the transaction fees for a particular month

shall be paid as part of the payment to be made pursuant to the

terms of this Agreement. A "transaction" shall be defined as the

initial activation of a Gift Card and each respective use of a Gift

Card for the purchase of product from a participating store. In

addition, a transaction shall include the payment of any inactivity

fee which is debited against a Gift Card.

3. In addition to the transaction fee, a fee of $.04 per transaction

will be charged, and this amount will be added to an insurance

account established for the payment of delinquent franchise

payments. The insurance account which these fees are added to shall

be owned by Franchisor, and all amounts paid to this account shall

be under the control of Franchisor. The cumulative amount of the

insurance account fees for a particular month shall be paid as part

of the payment to be made pursuant to the terms of the Agreement.

4. Each Gift Card which is purchased as part of this program and which

is not completely used on the date which is the later of one (1)

year from the initial purchase of the Gift Card or one (1) year from

the last time the customer added cash to the value of the Gift card

shall be assessed a fee of $2.00 on such date which shall be debited

against the remaining value of the Gift Card. This fee shall be

applied thereafter for each additional month until the earlier of

the customer adding additional cash to the Gift Card or until the

remaining balance of the Gift Card is $0.00. The $2.00 inactivity

fee shall be credited to the Franchisee if the Gift Card was

purchased at a Franchisee's store.

5. GCS may modify any of the aforementioned fees, except the insurance

account fee, to cover any cost increases incurred by GCS when

material cost increases are sustained from non-related third party

vendors that provide support services to GCS. These price changes

can only take place once in each contract year upon sixty (60) days'

prior written notice to the Franchisee. GCS will not have the power

to modify the insurance account fee, but this fee may be modified by

Franchisor, provided the fee may not be greater than $.04 per

transaction.

6. GCS will maintain and provide monthly reports of the amounts due

from the Franchisee. The Franchisee's account shall be debited with

an amount equal to the value of all Gift Cards sold at the

Franchisee's stores and all fees which are due from a Franchisee as

set forth in this Agreement. The Franchisee's account will be

credited with an amount equal to the value of all product purchased

from the Franchisee's store using a Gift Card and all inactivity

fees which are attributed to the Franchisee. The resulting

difference as of the last day of each month will be the monthly

amount which is due to or from the Franchisee. This amount will be

collected from or paid to a participant as set forth below.

7. GCS shall be solely responsible for the accuracy of all account

management with regard to the Gift Cards. Any error in the account

management shall be the sole liability of GCS and GCS shall bear the

cost of any such error. By way of example and not limitation, if a

$10.00 Gift Card is sold and entered into the terminal for $10.00

and GCS accounts for the Gift Card at $100.00, GCS shall be solely

responsible for the $90.00 discrepancy.

Franchisee is responsible for providing an electronic card issuing

terminal that is compatible with and can interface with the GCS system to be

used for this Program. GCS will assist Franchisee by programming Franchisee's

individual terminal for a fee of $150.00. GCS will maintain adequate

communication lines for both Franchisee's issuing terminal and verification

terminal. A Verifone Terminal package may be purchased from GCS for Two Hundred

Twenty Five Dollars ($225.00). This amount shall be due with the first monthly

payment, as described above.

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CS has contracted with Stored Value Systems, Inc. to provide account services

for the Program. Franchisee agrees to have a bank account which will be used to

either withdraw funds that are due from the Franchisee for the Program or into

which funds will be deposited if they are due to Franchisee under the Program.

The Franchisee agrees to execute the attached ACH Authorization Form to allow

Stored Value Systems to electronically debit and credit Franchisee's account. In

the event Franchisee has insufficient funds to pay any amount due hereunder and

such amount is collected from the insurance account referred to above or from

Buffalo Wild Wings, Inc., the paying party shall have the right to recover the

amount paid from Franchisee and Franchisee shall pay said amount to the party

paying the amount due from Franchisee.

Agreed to this\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 2006.

FRANCHISEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Franchisee Legal Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Franchisee's Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SASH Management, LLC, a Utah Limited Liability Company

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

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

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Appendix F to the Franchise Agreement

BUFFALO WILD WINGS(R)

ENROLLMENT FORM AND PORTAL TERMS AND CONDITIONS

WHAT IS THE PORTAL?

The portal has been designed to provide franchisees with a preliminary real

estate analysis of a proposed location. Franchisees are able to gather the

required data from one central source by leveraging the power of this portal.

The following maps and reports are created as part of the site evaluation

package:

a. Site Overview Map

b. Competition and Co-Tenants Map

c. Daytime Employment Map

d. Traffic Volumes Map

e. Medium Household Income Map

f. Mosaic Index Map

g. Owner Occupied Units Map

h. Population & Daytime Employment Map

i. 3-5-7 Minute Drive Time Map

j. Demographic Report

k. Traffic Location Report

l. Trade Area Rating Report

HOW DO I GET STARTED?

Once you have enrolled, you will receive a Welcome Kit from geoVue in the mail.

This kit will contain: a User Guide, Frequently Asked Questions, your user name

and password and other information. Your account will be set up with credits

that are redeemed for site packages. Each time you process a request for a

package, your account will be decremented. You must purchase site packages in

blocks of three.

The maps and reports will be available to you in PDF form via email and through

the portal itself. You will have one year to use the credits you have purchased.

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ENROLLMENT FORM

------------------------------------ ----------------------------------------

Name City

------------------------------------ ----------------------------------------

Company Name State

------------------------------------ ----------------------------------------

Company Address Zip

------------------------------------ ----------------------------------------

Email Address Telephone

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SITE PACKAGES

Each site package includes the maps and reports in proper form for submission to

corporate. Each site is measured against a pre-determined set of benchmarks.

PAYMENT METHOD

Each package is $400, available in blocks of three (3) for a total of $1,200.

|\_| Enclosed is a check for $1,200 made payable to geoVue, Inc.

|\_| Please bill my credit card (Visa, MC or Amex)

Card Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expirations Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below and using the geoVue Portal products, you agree, for yourself

and any applicable entities that all services and products are provided subject

to the Portal Terms and Conditions, printed on the following page.

Non-refundable payment is due upon placement of order. In certain states, this

order will be subject to state tax.

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Upon completing this form, please either fax back to (617) 482-3066 or mail to

geoVue, Inc., Attn: Sales, 200 Lincoln Street, Boston, MA 02111. If you require

any additional information, please feel free to call us at 1-800-554-5150.

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PORTAL TERMS AND CONDITIONS

1. ACCEPTANCE OF TERMS

These terms and conditions apply to and govern your use of the geoVue software

and online products, including the Portal available through web sites owned or

controlled by geoVue (collectively, the "Products"). Your use of the Products

signifies your agreement to be bound by these terms and conditions in their

entirety. If you do not agree to be bound by these terms and conditions, you may

not access or otherwise use the Products. You are responsible for obtaining and

paying for the hardware, software, and Internet access required for you to use

the Products. The Products are only to be used within the United States of

America. You acknowledge that transmissions to and from geoVue are not

confidential and your Communications may be read or intercepted by others. At

geoVue's sole discretion, anyone determined to have violated these Terms and

Conditions may be barred, without notice, from using the Products.

2. LIMITED LICENSE

geoVue grants you a non-exclusive, non-transferable, limited right to access,

use and display the Products and content and the materials thereon only for your

business use as described herein, provided that you comply fully with these

terms and conditions. You shall not interfere or attempt to interfere with the

operation of the Products in any way through any means or device including, but

not limited to, spamming, hacking, uploading computer viruses or time bombs, or

the means expressly prohibited by any provision of these terms and conditions.

The license, unless otherwise specified, is for utilization by a single user or

a single-user workstation at any one time. You shall not use or permit the use

of Products for the benefit of any other entities.

3. CHANGES TO TERMS AND

CONDITIONS geoVue reserves the right, at its sole discretion, to change, modify,

add or remove any portion of these terms and conditions, in whole or in part, at

any time upon written notice. Your continued use of the Products after any

changes to these terms and conditions will be considered acceptance of those

changes.

4. OWNERSHIP; RESTRICTIONS

geoVue owns, controls, licenses or has the right to use and provide the Products

and all material in the Products, including, without limitation, text, images,

articles, photographs, illustrations, audio and video clips, (collectively the

"Content"). All Products and Content are Copyright (C) 2004 geoVue, Inc.,

protected pursuant to U.S. copyright laws, international conventions, and other

copyright laws. You agree to abide by any and all copyright notices, information

or restrictions displayed on the Products. Except as expressly provided herein,

you may not use the Products and Content, and geoVue reserves all copyrights

therein. All Business logos are the registered trademarks of their respective

owners. All rights reserved. You are responsible for complying with all

applicable laws, rules and regulations regarding your use of the Products and

Content. In the event of any permitted publication of material from the

Products, no changes in or deletion of author attribution, trademark, legend or

copyright notice shall be made.

5. INDEMNIFICATION

You agree that you shall indemnify, defend and hold harmless geoVue, and its

officers, directors, owners, agents, employees, Content providers, affiliates,

and licensors (collectively, the "Indemnified Parties") from and against any and

all losses, damages, liabilities, and claims and all fees, costs, expenses, of

any kind related thereto (including, without limitation, reasonable attorneys'

fees) incurred by the Indemnified Parties in connection with any claim arising

out of, based upon or resulting from your use of the Products or Content geoVue

reserves the right, at its own expense, to assume the exclusive defense and

control of any matter otherwise subject to indemnification by you and you shall

not in any event settle any matter without the written consent of geoVue.

6. LINKS TO OTHER WEB PAGES

The Products may

contain links and pointers to the other related World Wide Web Internet pages,

resources, and sponsors of the Products. Links to or from any Products and

third-party sites, maintained by third parties, do not constitute an endorsement

by geoVue or any of its subsidiaries and affiliates of any third-party resources

or their contents. Links do not imply that geoVue is affiliated or associated

with or/is legally authorized to use any trademark, trade name, logo or

copyright symbol displayed in or accessible through the links, or that any

linked web sites are authorized to use any trademark, trade name, logo or

copyright symbol of geoVue, any of their affiliates or licensors.

7. DISCLAIMER OF WARRANTIES AND DAMAGES; LIMITATION OF LIABILITY

The site selection package is a preliminary report and assessment based upon

data available on geoVue's databases. It is provided without representation or

warranty. Not all retailers, competitors, employers, or streets were reviewed.

Acceptable sites may not be available on favorable terms within the indicated

areas. The assessment may be (or become) inaccurate due to changing demographic

and economic conditions; opening and closing of retailers, employers and

competitors; modifications to roads and other transportation systems; and other

causes. It is your responsibility to fully analyze the indicated area to remain

aware of the changes in it, and to seek locations that are the most

advantageous. Upon delivery of the purchased site selection reports, you will no

longer have access to any data or information you had previously created,

maintained, managed, or stored in Products. geoVue is under no obligation to

maintain any such data or information. Your obligations pursuant to Section 1

(ACCEPTANCE OF THE TERMS), Section 2 (LIMITED LICENSE), Section 4 (OWNERSHIP;

RESTRICTIONS), Section 5 (INDEMNIFICATION), Section 7 (DISCLAIMER OF WARRANTIES

AND DAMAGES; LIMITATION OF LIABILITY), and Section 8 (GENERAL PROVISIONS) shall

survive the termination of your use of the Products. THE PRODUCTS, INCLUDING ALL

CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR

ACCESSED THROUGH THE PRODUCTS, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS,

WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR

A PARTICULAR PURPOSE. NEITHER geoVue NOR ITS CONTENT PROVIDERS WARRANT THAT THE

FUNCTIONS, FEATURES OR CONTENT CONTAINED IN THE PRODUCTS WILL BE UNINTERRUPTED

OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY OTHER PRODUCTS OR THE

SERVERS) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS; NOR DO THEY MAKE ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY

OR RELIABILITY OF THE PRODUCTS, THE CONTENT THEREOF, THE MATERIALS, INFORMATION

AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE

PRODUCTS, ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR

ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION

THROUGH THE PRODUCTS OR ANY LINKED PRODUCTS. geoVue AND ITS SUBSIDIARIES AND

AFFILIATES MAKE NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE

PRODUCTS, INCLUDING WITHOUT LIMITATION. THE CONTENT AND ANY ERRORS CONTAINED

THEREIN UNDER ANY DIRECT OR INDIRECT CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO

geoVue's NEGLIGENCE. IF YOU ARE DISSATISFIED WITH THE PRODUCTS OR ANY MATERIALS

ON THE PRODUCTS, YOUR SOLE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO

THE GREATER OF THE AMOUNT ACTUALLY PAID FOR BY YOU FOR THE PRODUCTS OR FIVE

DOLLARS (USD $5.00). UNDER NO CIRCUMSTANCES SHALL geoVue, ITS SUBSIDIARIES,

AFFILIATES OR CONTENT PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR

THE INABILITY TO USE, THE CONTENT, MATERIALS AND FUNCTIONS IN THE PRODUCTS,

INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST

BUSINESS, EVEN IF SUCH ENTITIES OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE

LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL

LIABILITY OF geoVue, ITS SUBSIDIARIES AND AFFILIATES TO YOU FOR ALL DAMAGES,

LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT

LIMITED T0, NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS AND CONDITIONS OR

YOUR USE OF THE PRODUCTS EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (USD

$100.00).

8. GENERAL PROVISIONS

These terms and conditions shall be governed by and construed in accordance with

the laws of the Commonwealth of Massachusetts, without regard to conflicts of

laws provisions. The sole and exclusive jurisdiction for any action or

proceeding arising out of or related to these terms and conditions shall be an

appropriate State or Federal court located in the Commonwealth of Massachusetts

and you hereby irrevocably consent to the jurisdiction of such courts. If for

any reason a court of competent jurisdiction finds any provision of these terms

and conditions, or portion thereof, to be unenforceable, that provision shall be

enforced to the maximum extent permissible so as to effect the intent of these

terms and conditions, and the remainder of these terms and conditions shall

continue in full force and effect. These terms and conditions constitute the

entire agreement between you and geoVue with respect to the subject matter

hereof, and supersede all previous written or oral agreements between the

parties with respect to such subject matter. No waiver by either you or geoVue

of any breach or default hereunder shall be deemed to be a waiver of any

preceding or subsequent breach or default. The section headings used herein are

for convenience only and shall not be given any legal import.

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ADDENDUM TO

BUFFALO WILD WINGS(R)

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. The fourth and fifth sentences of Section 15.B of the Agreement are

hereby deleted in their entirety.

2. 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 Offering Circular that we

provided to you in connection with the offer and purchase of your

BUFFALO WILD WINGS Business. Although the statements in the Offering

Circular do not become part of the Franchise Agreement, nothing in

the Offering Circular may contradict or be inconsistent with the

contract terms.

3. 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.

4. The Acknowledgment Addendum attached to the Franchise Agreement

(and specifically stating that it is not for use in the State of Illinois) is

unenforceable under Illinois law because it may have the effect of forcing a

franchisee to waive or release certain rights that you as a franchisee have

under the Illinois Franchise Disclosure Act, 815 IL ss. 705.

5. 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.

YOU: WE: BUFFALO WILD WINGS

INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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

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

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ADDENDUM TO

BUFFALO WILD WINGS(R)

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.

YOU: WE: BUFFALO WILD WINGS

INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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

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

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RELEASE OF CLAIMS

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(R) 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. In consideration of, and only upon full

payment of $\_\_\_\_\_\_\_\_ to BWW, and the other terms and conditions of

this Agreement, the receipt and sufficiency of which is hereby

acknowledged, BWW, for itself, its parent company and for each of

its affiliated corporations, subsidiaries, divisions, insurers,

indemnitors, attorneys, successors, and assigns, together with all

of its past and present directors, officers, employees, attorneys,

agents, assigns and representatives does hereby release and forever

discharge Franchisee and each of his heirs, executors, successors,

and assigns of and from any and all actions, suits, proceedings,

claims (including, but not limited to, claims for attorney's fees),

complaints, judgments, executions, whether liquidated or

unliquidated, known or unknown, asserted or unassorted, absolute or

contingent, accrued or not accrued, disclosed or undisclosed,

related to the Franchise Agreement. This release does not release

Franchisee from any obligations he may have under 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, Franchisee, for himself and for

each of his heirs, executors, administrators, insurers, attorneys,

agents, representatives, successors, and assigns, does hereby

release and forever discharge Buffalo Wild Wings International,

Inc., its parent company and each of its respective affiliated

corporations, subsidiaries, divisions, insurers, indemnitors,

attorneys, successors, and assigns, together with all of their past

and present directors, officers, employees, attorneys, agents,

assigns and representatives in their capacities as such, of and from

any and all actions, suits, proceedings, claims (including, but not

limited to, claims for attorney's fees), complaints, charges,

judgments, executions, whether liquidated or unliquidated, known or

unknown, asserted or unasserted, absolute or contingent, accrued or

not accrued, related to the Franchise Agreement.

6. 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.

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7. 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.

8. 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.

9. GOVERNING LAW AND JURISDICTION. This Agreement will be construed

and enforced in accordance with the law of the state of

\_\_\_\_\_\_\_\_\_\_\_\_.

10. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_,2006 BUFFALO WILD WINGS INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_,2006 FRANCHISEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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ADDENDUM TO

BUFFALO WILD WINGS(R)

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. 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.

YOU: WE: BUFFALO WILD WINGS

INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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

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

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ADDENDUM TO

BUFFALO WILD WINGS(R)

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.

YOU: WE: BUFFALO WILD WINGS

INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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

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

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ADDENDUM TO

BUFFALO WILD WINGS(R)

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 Offering Circular 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 Offering Circular 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.

YOU: WE: BUFFALO WILD WINGS

INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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

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

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ADDENDUM TO

BUFFALO WILD WINGS(R)

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.

YOU: WE: BUFFALO WILD WINGS

INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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

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

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BUFFALO WILD WINGS(R)

DEVELOPER INCENTIVE PACKAGE

ADDENDUM TO FRANCHISE AGREEMENT

This Addendum is appended to, and made a part of, the BUFFALO WILD WINGS

Franchise Agreement, dated \_\_\_\_\_\_\_\_\_\_ (the "Agreement"), between BUFFALO WILD

WINGS INTERNATIONAL, INC. ("we" or "us") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("you").

Capitalized terms not defined in this Addendum have the meanings given to them

in the Agreement. In the event of any conflict between the terms of this

Addendum and those in the Agreement, the terms of this Addendum shall control.

The Agreement is hereby amended as follows:

1. The Agreement was entered into pursuant to an Area Development

Agreement between you and us dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the

"Development Agreement"). Subject to the following conditions, if

you open your Restaurant by the date required for the Restaurant

under the Development Agreement, Royalty Fees will be abated for the

first 52 weeks of operation of your Restaurant. If you default under

your Agreement during the first 52 weeks of operation, the abatement

of Royalty Fees will be forfeited from the date a written notice of

default is issued to you.

2. You acknowledge and agree that the Restaurant and the Agreement are

subject to certain provisions of the Development Agreement,

including, but not limited to, Section 8.F thereunder.

3. All provisions of the Agreement that are not expressly modified

herein shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed the foregoing Addendum

as of the date first written above.

YOU: WE: BUFFALO WILD WINGS

INTERNATIONAL, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Sally J. Smith

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Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: President & CEO

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

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

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ACKNOWLEDGMENT ADDENDUM TO

BUFFALO WILD WINGS(R) FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement for the

operation of a BUFFALO WILD WINGS(R) 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 Offering Circular (and all exhibits

and attachments) at least 10 business days prior to signing the

Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1A. For Illinois residents or those wishing to locate their franchise in

Illinois, did you receive a copy of our Offering Circular (and all

exhibits and attachments) at least 14 calendar days prior to signing

the Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. Have you studied and reviewed carefully our Offering Circular and

Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

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3. Did you receive a copy of the Franchise Agreement at least 5

business days prior to the date on which the Franchise Agreement was

executed? Check one: ( ) Yes ( ) No. If no, please comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. Did you understand all the information contained in both the

Offering Circular and Franchise Agreement? Check one: ( ) Yes ( )

No. If no, please comment:

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5. Was any oral, written or visual claim or representation made to you

that contradicted the disclosures in the Offering Circular? Check

one: ( ) Yes ( ) No. If yes, please state in detail the oral,

written or visual claim or representation:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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 Offering Circular or that is contrary to, or different from, the

information contained in the Offering Circular. Check one: (\_\_) Yes

(\_\_) No. If yes, please comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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8. Do you understand that 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 facilities with interior areas less

than 2,400 square feet (subject to your right of first refusal as

detailed in the Franchise Agreement)? Check one: (\_\_) Yes (\_\_) No.

If no, please comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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 will not be binding? Check one:

(\_\_) Yes (\_\_) No. If no, please comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: Sally J. Smith,

President & CEO

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.

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ACKNOWLEDGMENT ADDENDUM TO

BUFFALO WILD WINGS(R) FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement for the

operation of a BUFFALO WILD WINGS(R) 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 Offering Circular (and all exhibits

and attachments) at least 10 business days prior to signing the

Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1A. For Illinois residents or those wishing to locate their franchise in

Illinois, did you receive a copy of our Offering Circular (and all

exhibits and attachments) at least 14 calendar days prior to signing

the Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. Have you studied and reviewed carefully our Offering Circular and

Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3. Did you receive a copy of the Franchise Agreement at least 5

business days prior to the date on which the Franchise Agreement was

executed? Check one: ( ) Yes ( ) No. If no, please comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. Did you understand all the information contained in both the

Offering Circular and Franchise Agreement? Check one: ( ) Yes ( )

No. If no, please comment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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5. Was any oral, written or visual claim or representation made to you

that contradicted the disclosures in the Offering Circular? Check

one: ( ) Yes ( ) No. If yes, please state in detail the oral,

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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:

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Wings International, Inc. make any statement or promise regarding

the costs involved in operating a franchise that is not contained in

the Offering Circular or that is contrary to, or different from, the

information contained in the Offering Circular. Check one: (\_\_) Yes

(\_\_) No. If yes, please comment:

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8. Do you understand that 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 facilities with interior areas less

than 2,400 square feet (subject to your right of first refusal as

detailed in the Franchise Agreement)? Check one: (\_\_) Yes (\_\_) No.

If no, please comment:

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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 will not be binding? Check one:

(\_\_) Yes (\_\_) No. If no, please comment:

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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:

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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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: Sally J. Smith,

President & CEO

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.

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ACKNOWLEDGMENT ADDENDUM TO

BUFFALO WILD WINGS(R) FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement for the

operation of a BUFFALO WILD WINGS(R) 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 Offering Circular (and all exhibits

and attachments) at least 10 business days prior to signing the

Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

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1A. For Illinois residents or those wishing to locate their franchise in

Illinois, did you receive a copy of our Offering Circular (and all

exhibits and attachments) at least 14 calendar days prior to signing

the Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

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2. Have you studied and reviewed carefully our Offering Circular and

Franchise Agreement? Check one: ( ) Yes ( ) No. If no, please

comment:

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3. Did you receive a copy of the Franchise Agreement at least 5

business days prior to the date on which the Franchise Agreement was

executed? Check one: ( ) Yes ( ) No. If no, please comment:

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4. Did you understand all the information contained in both the

Offering Circular and Franchise Agreement? Check one: ( ) Yes ( )

No. If no, please comment:

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President & CEO

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

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