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:

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

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 City State Zip Code City State Zip Code

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 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

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 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.

 -1-

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

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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

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

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,

 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,

 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

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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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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estoppel or waiver of any liability incurred under the Illinois Franchise

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