



FRANCHISE DISCLOSURE DOCUMENT

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BUFFALO WILD WINGS INTERNATIONAL, INC.
Three Glenlake Pkwy NE
Atlanta, GA 30328
(678) 514-4100
www.buffalowildwings.com

You will operate a Buffalo Wild Wings GO® Restaurant featuring chicken wings and other food and beverage products primarily for off-premises consumption.

The total investment necessary to begin operation of a BWW-GO Restaurant franchise ranges from \$564,345 to ~~\$1,050,320~~\$1,051,320. This includes \$30,000 to ~~\$90,000~~\$93,400 that must be paid to the franchisor or an affiliate. If you sign an Area Development Agreement to develop multiple BWW-GO Restaurants (we require a minimum of 5), the total investment necessary to begin operation of a BWW-GO Restaurant under the Area Development Agreement covering 5 to 10 BWW-GO Restaurants is ~~\$624,345~~\$639,345 to ~~\$1,185,320~~\$1,186,320. This includes \$90,000 to ~~\$225,000~~\$228,400 that must be paid to the franchisor or affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Buffalo Wild Wings Franchise Development Department at Three Glenlake Pkwy NE, Atlanta, Georgia 30328 and (678) 514-4100.

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

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

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

Issuance Date: March ~~25~~27, ~~2024~~2025

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E and F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only BWW-GO Restaurant in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a BWW-GO Restaurant franchisee?	Item 20 or Exhibits E and F list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Area Development Agreement require you to resolve disputes with the franchisor by litigation only in the then-current city of the franchisor's principal business office, which is currently Atlanta, Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with the franchisor in a state other than in your own state.
2. **Guarantor's Financial Condition.** Our guarantor's financial condition, as reflected in its financial statements (see Item 21), calls into question its financial ability to provide services and support to you.
3. **Unopened Franchises.** [The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.](#)

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

**THE FOLLOWING PROVISIONS APPLY ONLY TO
TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW**

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone Number: (517) 335-7567

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EXHIBITS

- A. LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS
- B. FINANCIAL STATEMENTS AND GUARANTEE
- C. FRANCHISE AGREEMENT (INCLUDING APPENDICES)
- C-1. INCENTIVE AMENDMENT TO THE FRANCHISE AGREEMENT
- C-2. NON-TRADITIONAL RIDER TO THE FRANCHISE AGREEMENT
- C-3. MULTI-BRAND ADDENDUM TO THE FRANCHISE AGREEMENT
- D. AREA DEVELOPMENT AGREEMENT (INCLUDING APPENDICES)
- D-1. INCENTIVE AMENDMENT TO THE AREA DEVELOPMENT AGREEMENT
- E. LIST OF FRANCHISEES
- F. LIST OF FORMER FRANCHISEES
- G. FORM OF RELEASE AGREEMENT
- H. STATE-SPECIFIC ADDITIONAL DISCLOSURES AND AGREEMENT RIDERS
- I. RECEIPTS

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document, “we” or “us” means Buffalo Wild Wings International, Inc., the franchisor. “You” means the person or entity that buys the franchise. If you are a corporation, partnership or other entity, your Principal Owners (defined in Item 15) must sign the Guaranty and Assumption of Obligations, which means that all of the provisions of the Franchise Agreement (Exhibit C) also will apply to them.

We are an Ohio corporation incorporated on May 21, 1990, under the name bw-3 Franchise Systems, Inc. We changed our name to Buffalo Wild Wings International, Inc. on March 26, 2001. Our principal business address is Three Glenlake Pkwy NE, Atlanta, Georgia 30328. We do business under the names “Buffalo Wild Wings” and “Buffalo Wild Wings GO.” We have no predecessors. We are a wholly-owned subsidiary of one of our parents, Buffalo Wild Wings, Inc., a Minnesota corporation (our “Parent”). Our Parent’s principal business address is the same as our address. We began offering franchises in the United States for BWW-GO Restaurants (defined below) in December 2020. An affiliate has operated BWW-GO Restaurants since May 2020. As of December 31, 2024, there were 79140 BWW-GO Restaurants operating in the United States (3190 franchised and 4850 company-owned).

We have never operated a BWW-GO Restaurant and, except as noted in this Item, we do not offer, and have never offered, franchises in any other line of business. We have no other business activities except those described here. If we have an agent for service of process in your state, we disclose that agent in Exhibit A. Except as described in this Item 1, we have no affiliates that offer franchises in any line of business or provide products or services to BWW-GO Restaurant franchisees.

The BWW-GO Restaurant Franchise Opportunity

We grant franchises for restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption using our standards and specifications and that operate under the System (defined below) and the Buffalo Wild Wings GO® trademark and other Trademarks (defined below). We call these establishments “BWW-GO Restaurants,” and we call the BWW-GO Restaurant that you operate under the Franchise Agreement your “Restaurant.” Your Restaurant will offer the Menu Items (defined below) and operate at a location we accept (the “Authorized Location”) and within a trade area that we designate (the “Designated Area”). The “System” means the BWW-GO Restaurant franchise system, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with distinctive 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 periodically modify and change. “Trademarks” means the Buffalo Wild Wings GO® trademark and service mark and other trademarks, service marks, trade names and logos, as we may periodically modify and change them, and the trade dress and other commercial symbols used in the Restaurant. “Menu Items” means the chicken wings, chicken tenders and other products and beverages prepared according to our specified recipes and procedures, as we may periodically modify and change them, that we periodically authorize for sale at your Restaurant.

We offer to qualified entities the right to develop multiple BWW-GO Restaurants within a designated territory (“Development Territory”) under the terms of the Area Development Agreement (Exhibit D). The Area Development Agreement will specify the number of BWW-GO Restaurants you will develop over a specified period (the “Development Schedule”). Either you or approved Developer Subsidiaries (defined below) may develop the BWW-GO Restaurants in the Development Territory. “Developer Subsidiary” means a corporation, limited liability company or other business entity of which you own at least 80% of the issued and outstanding ownership interests. You or your Developer Subsidiary will sign our then current form of Franchise Agreement for each BWW-GO Restaurant developed in the Development Territory, which currently is the form of Franchise Agreement in this disclosure document but could in the future differ from that form. However, if you fully comply with the Area Development Agreement, each Franchise Agreement that the Area Development Agreement covers will reflect the franchise fee specified in Item 5.

We also offer to qualified entities the right to develop a BWW-GO Restaurant at certain locations that are by their nature are unique and separate in character from sites generally developed as a BWW-GO Restaurant. Those locations (“Non-Traditional Locations”) include, ~~but are not limited to:~~ (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories. You will sign our then current form of Franchise Agreement and Non-Traditional Rider for each BWW-GO Restaurant developed at a Non-Traditional Location.

Multi-Brand Locations

We have an arrangement with Arby’s Franchisor, LLC, Dunkin’ Donuts Franchising LLC, Baskin-Robbins Franchising LLC, Jimmy John’s Franchisor SPV, LLC, and Sonic Franchising LLC (each an “Other Franchisor”) whereby we, together with the applicable Other Franchisor(s), may offer certain qualified prospects the right to develop and operate a BWW-GO Restaurant at the same location as, and in combination with, an Arby’s® restaurant, Dunkin’® restaurant, Baskin-Robbins® restaurant, Jimmy John’s® restaurant, and/or Sonic® restaurant (collectively, the “Other Restaurants” and together with a BWW-GO Restaurant, the “Multi-Brand Location”).

We expect Multi-Brand Locations to contain a BWW-GO Restaurant and one or more Other Restaurants. The Multi-Brand Location will offer and sell a range of products authorized to be sold under the System and Trademarks, and the franchise system and trademarks of the Other Franchisor(s). The BWW-GO Restaurant and Other Restaurant(s) operating from the Multi-Brand Location may require separate point of sale systems, employees, uniforms, branding, and more for each restaurant.

To operate a BWW-GO Restaurant at a Multi-Brand Location, you (and/or your affiliate) must (i) enter into a Franchise Agreement and the Multi-Brand Addendum attached to this disclosure document as Exhibit C-3 (the “Multi-Brand Addendum”) with us for the operation of a BWW-GO Restaurant, and (ii) enter into a franchise and multi-brand addendum for the applicable Other Restaurant(s) with each applicable Other Franchisor for the operation of the Other Restaurant

(collectively, each an “Other Franchise Agreement”). We will not grant you the right to operate a BWG-GO Restaurant at a Multi-Brand Location unless each applicable Other Franchisor grants you the right to operate the Other Restaurant and permits that Other Restaurant to be operated at a Multi-Brand Location. The terms [of](#) each Other Franchisor’s franchise offering, franchise agreement, and related agreements are disclosed in the Other Franchisor’s franchise disclosure document, which you must obtain from that Other Franchisor.

Unless otherwise noted, the disclosures in this disclosure document apply to BWG-GO Restaurants that are operated at Multi-Brand Locations.

The Market and Competition

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

Laws, Rules and Regulations

Federal and state laws exist that govern the food service industry (including health, sanitation and safety regulations regarding food storage, preparation and safety) [and the sale of liquor](#). You must comply with these laws and other laws that apply to businesses generally. In addition to laws and regulations that apply to businesses generally, your Restaurant must comply with various federal, state and local government regulations, including those relating to site location and building construction, such as the Americans with Disabilities Act; FDA menu labeling requirements; minimum wage laws; laws governing the storage, preparation and sale of food products, including meat products, and [sale of alcoholic beverages](#); health, sanitation and safety regulations relating to food service; laws, ordinances, rules and regulations concerning marketing practices, including the Telephone Consumer Protection Act, CAN-SPAM Act, the Telemarketing Sales Rule; and other relevant laws (including Consumer Product Safety Improvement Act certifications for giveaways or other items in the Restaurant characterized as “children’s products”). Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in BWG-GO Restaurants, such as the level of trans fats and sodium contained in a food item. Additionally, the Patient Protection and Affordable Health Care Act requires employers of a certain size to provide health insurance to its employees, and the Menu Labeling Provisions of the Act require certain BWG-GO Restaurants and retail food establishments to post caloric information on menus and menu boards and to provide additional written nutrition information to consumers upon request. You should consider these and other laws and regulations when evaluating your purchase of a franchise. It is your sole responsibility to obtain and keep in force all necessary licenses and permits that public authorities require.

Buffalo Wild Wings Sports Bars

We also grant franchises for, and some of our affiliates operate, sports entertainment-oriented, casual/fast casual sports bars that feature chicken wings, sandwiches and other products, alcoholic and other beverages, and related services and that operate under the Buffalo Wild Wings® trademarks. We call these establishments “Buffalo Wild Wings Sports Bars.” We have never operated a Buffalo

Wild Wings Sports Bar, although our related companies have owned and operated Buffalo Wild Wings Sports Bars since 1982. We began offering franchises in the United States for Buffalo Wild Wings Sports Bars in April 1991 under the names “bw-3” and “Buffalo Wild Wings and Weck.” As of December 31, 2024, there were 1,185 Buffalo Wild Wings Sports Bars operating in the United States (533 franchised and 652 company-owned) and 65 franchised Buffalo Wild Wings or B-Dubs restaurants operating outside the United States.

Certain Buffalo Wild Wings Affiliates

~~One of our affiliates, Inspire International, Inc. (“Inspire International”), was incorporated under the name BWLD Global III, Inc. Inspire International’s principal address is the same as our address. On October 14, 2021, BWLD Global III, Inc. merged with its affiliates Arby’s International, Inc. and Sonic International, Inc., with Inspire International as the surviving entity. As part of that restructuring, BWLD Global III, Inc. changed its name to Inspire International, Inc. Inspire International has directly offered and granted franchises for Buffalo Wild Wings Sports Bars operating outside the United States since its formation in October 2019 and acquired the existing development agreements and franchise agreements for Buffalo Wild Wings Sports Bars outside the United States in December 2019. Inspire International, directly or through its predecessor Arby’s International, Inc., has offered franchises and master franchises for Arby’s restaurants outside the United States, Canada, Turkey and Qatar since May 2016. Inspire International, directly or through its predecessor Sonic International, Inc., has offered franchises for Sonic restaurants outside the United States since November 2019. Lastly, Inspire International has directly offered franchises for Jimmy John’s restaurants outside the United States since November 2022. Inspire International has never operated or offered franchises for BWW GO Restaurants.~~

~~In addition to the above, the following affiliates offer and sell franchises internationally: DB Canadian Franchising ULC (“DB Canada”), DDBR International LLC (“DB China”), DD Brasil Franchising Ltda. (“DB Brasil”), DB Mexican Franchising LLC (“DB Mexico”), and BR UK Franchising LLC (“BR UK”). All of Inspire Brands’ franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby’s, have not offered franchises in any other line of business. DB Canada was formed in May 2006 and has, directly or through its predecessors, offered and sold Dunkin’ and Baskin-Robbins franchises in Canada since January 1972. DB China has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. DB Brasil has offered and sold Dunkin’ and Baskin-Robbins franchises in Brazil since its formation in May 2014. DB Mexico has offered and sold Dunkin’ franchises in Mexico since its formation in October 2006. BR UK has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. Except as described herein, none of the international franchisors have offered franchises in any other line of business or operated a BWW GO restaurant.~~

Inspire Brands Affiliated Programs

Another of our parent companies is Inspire Brands, Inc. (“Inspire Brands”), whose principal business address is the same as our address. Inspire Brands is a global, multi-brand restaurant company, launched upon completion of the merger between a parent of the Arby’s brand and a parent of the Buffalo Wild Wings brand in February 2018. Subsidiaries of Inspire Brands listed below are our affiliates who own and administer the network of franchised and company-owned restaurants operating under the Arby’s, Buffalo Wild Wings, [Buffalo Wild Wings-GO](#), Jimmy John’s, Sonic, Dunkin’ and Baskin-Robbins brands. Unless otherwise stated, all Inspire Brands’ subsidiaries share

our principal business address. Except as described below, none of Inspire Brands' subsidiaries have ever operated or offered franchises for BWG-GO ~~Restaurants~~Restaurant or offered franchises in any other line of business.

~~The Arby's brand, founded in 1964, is known for its slow-roasted, freshly-sliced roast beef and other deli-style sandwiches. It is the second-largest sandwich restaurant brand in the world. Arby's Franchisor, LLC ("Arby's Franchisor") is the franchisor of Arby's restaurants in the United States, Canada, Turkey and Qatar, and certain countries internationally. Arby's Restaurants offer a variety of high-quality proteins and sides, including slow-roasted, freshly-sliced roast beef, curly fries and shakes. Arby's Franchisor has offered franchises for Arby's restaurants since December 2015, but its predecessors have been franchising Arby's restaurants since 1965. Inspire International, directly or through its predecessor Arby's International, Inc., has offered franchises and master franchises for Arby's restaurants outside the United States since May 2016. Predecessors and former affiliates of Arby's Franchisor have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamon's® stores that served gourmet baked goods. All of the T.J. Cinnamon's locations have closed. As of December 31, 2023, there were 3,413 Arby's restaurants operating in the United States (2,316 franchised and 1,097 company-owned), and 200, including 1 franchised Arby's restaurant operating internationally and in Puerto Rico at a Multi-Brand Location, and 1,079 company-owned).~~
As of December 29, 2024, there were 3,413 Arby's restaurants operating in the United States (2,316 franchised and 1,097 company-owned), and 200, including 1 franchised Arby's restaurant operating internationally and in Puerto Rico at a Multi-Brand Location, and 1,079 company-owned).

~~Dunkin' Donuts Franchising LLC ("DD") is the franchisor of Dunkin' restaurants in the United States and certain international territories. Baskin-Robbins Franchising LLC ("BR") is the franchisor of Baskin-Robbins restaurants in the United States and certain international territories. DD and BR became subsidiaries of Inspire Brands in December 2020. Dunkin' restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. BR franchises Baskin-Robbins restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. DD has offered franchises for Dunkin' restaurants, and BR has offered franchises for Baskin-Robbins restaurants, since March 2006. Dunkin' Donuts Franchising LLC ("DD") is the franchisor of As of December 29, 2024, there were 9,768 Dunkin' restaurants operating in the United States and certain international territories. (9,734 franchised and 34 company-owned). Of those 9,768 restaurants, 8,480 were single-branded Dunkin' restaurants, 18 were franchised Dunkin' restaurants operating at Multi-Brand Locations, 1 was a company-owned Dunkin' restaurant operating at a Multi-Brand Location, and 1,269 were franchised Dunkin' and Baskin-Robbins combo restaurants.~~
DD became a subsidiary of Inspire Brands in December 2020. Dunkin' restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. BR franchises Baskin-Robbins restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. DD has offered franchises for Dunkin' restaurants, and BR has offered franchises for Baskin-Robbins restaurants, since March 2006. As of December 29, 2024, there were 9,768 Dunkin' restaurants operating in the United States and certain international territories. (9,734 franchised and 34 company-owned). Of those 9,768 restaurants, 8,480 were single-branded Dunkin' restaurants, 18 were franchised Dunkin' restaurants operating at Multi-Brand Locations, 1 was a company-owned Dunkin' restaurant operating at a Multi-Brand Location, and 1,269 were franchised Dunkin' and Baskin-Robbins combo restaurants.

~~Baskin-Robbins Franchising LLC ("BR") is the franchisor of Baskin-Robbins restaurants in the United States and certain international territories. DD and BR became subsidiaries of Inspire Brands in December 2020. Dunkin' restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. BR franchises Baskin-Robbins restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. DD has offered franchises for Dunkin' restaurants, and BR has offered franchises for Baskin-Robbins restaurants, since March 2006. As of December 31, 2023, there were 9,580 Dunkin' restaurants operating in the United States (9,548 franchised and 32 company-owned). Of those 9,580 restaurants, 8,295 were single-branded~~
As of December 29, 2024, there were 9,580 Dunkin' restaurants operating in the United States (9,548 franchised and 32 company-owned). Of those 9,580 restaurants, 8,295 were single-branded

~~Dunkin' restaurants, 2 were franchised Dunkin' restaurants operating at Multi-Brand Locations, and 1,283 were franchised Dunkin' and Baskin-Robbins combo restaurants. Additionally, as of December 31, 2023, there were 4,210 single-branded franchised Dunkin' restaurants operating internationally. As of December 31, 2023, there were 2,261~~2,245 franchised Baskin-Robbins restaurants operating in the United States. Of those ~~2,261~~2,245 restaurants, ~~977~~974 were single-branded Baskin-Robbins restaurants, ~~1 was a~~2 were Baskin-Robbins ~~restaurant~~restaurants operating at ~~a Multi-Brand Location~~Locations, and ~~1,283~~1,269 were Dunkin' and Baskin-Robbins combo restaurants. ~~Additionally, as of December 31, 2023, there 5,383 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.~~

Jimmy John's Franchisor SPV, LLC ("JJF") is a franchisor of restaurants operating under the JIMMY JOHN'S® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. JJF became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. JJF and its predecessor have been franchising since 1993. JJF has not offered franchises in any other line of business. As of December ~~31~~29, 20232024, there were ~~2,644~~2,689 JIMMY JOHN'S® Restaurants operating in the United States (~~2,604~~2,647 franchised and ~~40~~42 company-owned). Of those ~~2,644~~2,689 restaurants, ~~2,641~~2,668 were single-branded Jimmy John's restaurantsand 3, 20 were franchised Jimmy John's restaurants operating at multi-brand locationsMulti-Brand Locations, and 1 was a company-owned Jimmy John's restaurant operating at a Multi-Brand Location.

Sonic Franchising LLC ("Sonic") became an Inspire Brands subsidiary in December 2018. Sonic has offered franchises for Sonic ~~Drive-In~~ restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks, since May 2011. As of December ~~31~~29, 20232024, there were ~~3,521~~3,461 Sonic ~~Drive-Ins~~restaurants operating in the United States (~~3,195~~3,144 franchised and ~~326~~317 company-owned)~~-, all of which were single-branded Sonic restaurants. As of December 29, 2024, there were no Sonic restaurants operating internationally.~~

Inspire International, Inc. ("Inspire International") was incorporated under the name BWLD Global III, Inc. As part of an internal restructuring, BWLD Global III, Inc. merged with Arby's International, Inc. and Sonic International, Inc. and, as the surviving entity, changed its name to Inspire International, Inc. Inspire International has offered franchises and master franchises for Buffalo Wild Wings Sports Bars, Arby's Restaurants, Sonic restaurants, and/or Jimmy John's restaurants operating outside the United States since its formation in October 2019. As of December 29, 2024, internationally and in Puerto Rico, there were 231 franchised Arby's restaurants, 65 franchised Buffalo Wild Wings or B-Dubs restaurants, and 5 franchised Jimmy John's restaurants.

In addition to DD and BR, the following affiliates offer franchises for Dunkin' and/or Baskin-Robbins restaurants internationally: DB Canadian Franchising ULC ("DB Canada"), DDBR International LLC ("DB China"), DD Brasil Franchising Ltda. ("DB Brasil"), DB Mexican Franchising LLC ("DB Mexico"), and BR UK Franchising LLC ("BR UK"). DB Canada has offered Baskin-Robbins franchises in Canada since its formation in March 2006. DB Brasil has offered a Dunkin' franchises in Brazil since its formation in May 2014. DB Mexico has offered Dunkin' franchises in Mexico since its formation in October 2006. BR

UK has offered Baskin-Robbins franchises in the UK since its formation in December 2014. As of December 29, 2024, there were 4,328 single-branded franchised Dunkin' restaurants operating and 5,651 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

Other Affiliated Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, ~~an Atlanta-based private equity firm,~~ we are affiliated with the following franchise programs ("Affiliated Programs"). None of these affiliates operate a ~~BWW-GO Restaurant~~ Buffalo Wild Wings GO franchise.

GoTo Foods Inc. ("GoTo Foods") is the indirect parent company to seven franchisors, including: Auntie Anne's Franchisor SPV LLC ("Auntie Anne's"), Carvel Franchisor SPV LLC ("Carvel"), Cinnabon Franchisor SPV LLC ("Cinnabon"), Jamba Juice Franchisor SPV LLC ("Jamba"), McAlister's Franchisor SPV LLC ("McAlister's"), Moe's Franchisor SPV LLC ("Moe's"), and Schlotzsky's Franchisor SPV LLC ("Schlotzsky's"). All seven GoTo Foods franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks, and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with GoTo Foods through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, ~~2023~~ 2024, there were ~~1,156~~ 1,182 franchised and 11 ~~company-owned~~ affiliate-owned Auntie Anne's shops in the United States and ~~817~~ 815 franchised Auntie Anne's shops outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with GoTo Foods in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, ~~2023~~ 2024, there were ~~324~~ 336 franchised Carvel shoppes in the United States and ~~29~~ 39 franchised Carvel shoppes outside the United States.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with GoTo Foods through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, ~~2023~~ 2024, there were ~~952~~ 1,002 franchised and ~~22~~ company-owned 28 affiliate-owned Cinnabon bakeries in the United States ~~and 952, 1,040~~ franchised Cinnabon bakeries outside the United States. ~~In addition, as of December 31, 2023, there were 185, and 193~~ franchised Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food

items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with GoTo Foods through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, ~~2023~~2024, there were ~~approximately 733~~726 franchised Jamba stores and one affiliate-owned Jamba store in the United States and ~~57~~61 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants ~~which offer a line of~~ that feature deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with GoTo Foods in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, ~~2023~~2024, there were ~~506 domestic~~524 franchised and 36 affiliate-owned McAlister's restaurants ~~and 33 company-owned restaurants operating~~ in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with GoTo Foods through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, ~~2023~~2024, there were ~~606~~591 franchised and ~~six company-owned~~five affiliate-owned Moe's Southwest Grill restaurants in the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants ~~which~~that feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with GoTo Foods through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, ~~2023~~2024, there were ~~295~~280 franchised and 28 affiliate-owned Schlotzsky's restaurants ~~and 22 company-owned restaurants operating~~ in the United States.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988. As of December 31, ~~2023~~2024, there were ~~505~~525 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, ~~2023~~2024, there were ~~1,053~~1,009 Massage Envy locations operating in the United States, including ~~1044~~1,000 operated as total body care Massage Envy businesses and 9 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, ~~2023~~2024, there

were ~~9~~nine regional developers operating 11 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. (“CKE”), through two indirect wholly-owned subsidiaries (Carl’s Jr. Restaurants LLC and Hardee’s Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl’s Jr.® and Hardee’s® trade names and business systems. Carl’s Jr. restaurants and Hardee’s restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee’s Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl’s Jr. Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.’s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee’s restaurants have been franchised since 1961. As of January ~~2027~~, ~~2024~~2025, there were ~~204~~202 company-operated Hardee’s restaurants and there were ~~1,406~~1,369 domestic franchised Hardee’s restaurants, including ~~136~~129 Hardee’s/Red Burrito Dual Concept restaurants. Additionally, there were ~~458~~473 franchised Hardee’s restaurants operating outside the United States. Carl’s Jr. restaurants have been franchised since 1984. As of January ~~2027~~, ~~2024~~2025, there were ~~49~~50 company-operated Carl’s Jr. restaurants, and there were ~~1,019~~982 domestic franchised Carl’s Jr. restaurants, including ~~243~~218 Carl’s Jr./Green Burrito Dual Concept restaurants. In addition, there were ~~661~~687 franchised Carl’s Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC (“Driven Holdings”) is the indirect parent company to nine franchisors, including Meineke Franchisor SPV LLC (“Meineke”), Maaco Franchisor SPV LLC (“Maaco”), Merlin Franchisor SPV LLC (“Merlin”), Econo Lube Franchisor SPV LLC (“Econo Lube”), 1-800-Radiator Franchisor SPV LLC (“1-800-Radiator”), CARSTAR Franchisor SPV LLC (“CARSTAR”), Take 5 Franchisor SPV LLC (“Take 5”), ABRA Franchisor SPV LLC (“ABRA”) and FUSA Franchisor SPV LLC (“FUSA”). In April 2015, Driven Holdings and its franchised brands at the time (which included Meineke, Maaco, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, Econo Lube, Merlin, CARSTAR, Take 5, Abra and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator’s principal business address is 4401 Park Road, Benicia, California 94510. None of these franchise systems have offered franchises in any other line of business.

Meineke franchises automotive centers that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke’s affiliate has owned and operated Meineke

centers on and off since March 1991. As of December ~~3028~~, ~~2023~~2024, there were ~~698~~714 franchised Meineke centers, ~~22~~18 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December ~~3028~~, ~~2023~~2024, there were ~~373~~363 franchised Maaco centers and no company-owned Maaco centers in the United States.

Merlin franchises shops that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name “Merlin Muffler and Brake Shops,” and have offered franchises under the name “Merlin Shops” since February 2006. As of December ~~3028~~, ~~2023~~2024, there were ~~22~~14 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube’s predecessor began offering franchises in 1980 under the name “Muffler Crafters” and began offering franchises under the name “Econo Lube N’ Tune” in 1985. As of December ~~3028~~, ~~2023~~2024, there were ~~9~~eight Econo Lube N’ Tune franchises and ~~12~~nine Econo Lube N’ Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N’ Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December ~~3028~~, ~~2023~~2024, there were ~~196~~193 1-800-Radiator franchises in operation in the United States. 1-800-Radiator’s affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December ~~3028~~, ~~2023~~2024, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR’s business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December ~~3028~~, ~~2023~~2024, there were ~~455~~471 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December ~~3028~~, ~~2023~~2024, there were ~~325~~432 franchised Take 5 outlets and ~~643~~company-owned710 affiliate-owned Take 5 outlets operating in the United States.

Abra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. Abra and its predecessor have offered Abra franchises since 1987. As of December ~~3028~~, ~~2023~~2024, there were ~~5755~~ franchised Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December ~~3028~~, ~~2023~~2024, there were ~~203212~~ franchised Fix Auto repair shops operating in the United States, ~~9 of which are operated by FUSA's affiliate under a franchise agreement with FUSA.~~

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) Meineke Canada SPV LP and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) Maaco Canada SPV LP and its predecessors have offered Maaco center franchises in Canada since 1983; (3) 1-800-Radiator Canada, Co. has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) Carstar Canada SPV LP and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) Take 5 Canada SPV LP and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) Driven Brands Canada Funding Corporation and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) Go Glass Franchisor SPV LP and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) Star Auto Glass Franchisor SPV LP and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012.

As of December ~~3028~~, ~~2023~~2024, there were: (i) ~~1514~~ franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) ~~1817~~ franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 10 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) ~~313317~~ franchised CARSTAR facilities and ~~4one~~ company-owned CARSTAR facility in Canada; (v) ~~3032~~ franchised Take 5 outlets and ~~7seven~~ company-owned Take 5 outlets in Canada; (vi) ~~5771~~ franchised UniglassPlus businesses, 27 franchised UniglassPlus/Ziebart businesses, and ~~5five~~ franchised Uniglass Express businesses in Canada, and ~~2one~~ company-owned UniglassPlus ~~businesses and 1business and one~~ company-owned UniglassPlus/Ziebart business in Canada; (vii) 10 franchised VitroPlus businesses, ~~5756~~ franchised VitroPlus/Ziebart businesses, ~~and 4three~~ franchised Vitro Express businesses in Canada, and ~~3one~~ company-owned VitroPlus ~~businesses and nobusiness and one~~ company-owned VitroPlus/Ziebart ~~businessesbusiness~~ in Canada; (viii) ~~3231~~ franchised Docteur du Pare Brise businesses and ~~nottwo~~ company-owned Docteur du Pare Brise businesses in Canada; (ix) ~~1211~~ franchised Go! Glass & Accessories businesses and no franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In January 2022, Driven Brands acquired Auto Glass Now's repair locations. As of December ~~3028~~, ~~2023~~2024, there were more than ~~220224~~ repair locations operating under the

AUTOGLASSNOW[®] name in the United States (“AGN Repair Locations”). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. In the future, AGN Repair Locations may offer products and services to Driven Brands’ affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

ServiceMaster Systems LLC is the direct parent company to three franchisors operating five franchise brands in the United States: Merry Maids SPE LLC (“Merry Maids”), ServiceMaster Clean/Restore SPE LLC (“ServiceMaster”) and Two Men and a Truck SPE LLC (“Two Men and a Truck”). Merry Maids and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021. The three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids[®] mark. Merry Maids’ predecessor began business and started offering franchises in 1980. As of December 31, ~~2023~~2024, there were ~~813~~796 Merry Maid franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore[®] mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean[®] mark. ServiceMaster’s predecessor began offering franchises in 1952. As of December 31, ~~2023~~2024, there were ~~619~~585 ServiceMaster Clean franchises, and ~~2,064~~1,995 ServiceMaster Restore franchises in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck[®] mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck[™] mark. Two Men and a Truck’s predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, ~~2023~~2024, there were ~~313~~339 Two Men and a Truck franchises and three company-owned Two Men and a Truck businesses in the United States. As of December 31, ~~2023~~2024, there were ~~20~~62 Two Men and a Junk Truck franchises in the United States.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, ServiceMaster of Canada Limited offers franchises in Canada, ServiceMaster Limited offers franchises in Great Britain, and Two Men and a Truck offers franchises in Canada and Ireland.

NBC Franchisor LLC (“NBC”) franchises gourmet bakeries that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes[®] mark. NBC’s predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, ~~2023~~2024, there were ~~562~~Nothing~~643~~Nothing Bundt Cake franchises and ~~16~~17 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium ~~Center Licensing, Franchisor~~ LLC (“Mathnasium”) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, ~~2023~~2024, there were ~~968~~995 franchised and 4 ~~company-owned~~affiliate-owned Mathnasium centers operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, ~~2023~~2024, there were ~~89~~100 franchised Mathnasium centers in Canada. Mathnasium International Franchising, LLC has offered franchises outside the United States and Canada since May 2015. As of December 31, ~~2023~~2024, there were ~~79~~91 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC each have their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

Youth Enrichment Brands, LLC is the direct parent company to three franchisors operating in the United States: i9 Sports, LLC (“i9”), SafeSplash Brands, LLC also known as “Streamline Brands”), and School of Rock Franchising LLC (“School of Rock”). i9 became an Affiliated Program through an acquisition in September 2021. Streamline Brands became an Affiliated Program through an acquisition in June 2022. School of Rock became an Affiliated Program through an acquisition in September 2023. The three franchisors have never offered franchises in any other line of business.

i9 franchises businesses that operate, market, sell, and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products, and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 ~~became an Affiliated Program through an acquisition in September 2021. i9 has a~~has its principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, ~~2023~~2024, there were ~~245~~264 i9 Sports franchises in the United States.

Streamline Brands offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide “learn to swim” programs for children and adults, birthday parties, summer camps, and other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through ~~April~~March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has ~~its~~ principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, ~~2023~~2024, there were ~~128~~102 franchised and ~~company-owned~~29 affiliate-owned SafeSplash Swim School outlets (including 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States.

School of Rock franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of ~~Rick~~Rock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, MA 02021. As of December 31, ~~2023~~2024, there were ~~234~~254 franchised and ~~47 company-owned~~49 affiliate-owned School of Rock schools in the United States and ~~78~~92 franchised School of Rock schools outside the United States.

Doctor's Associates LLC ("Subway") franchises retail eating establishments which sell foot-long and other sandwiches, salads and other food items under the Subway® mark. Subway began offering franchises in 1974. Subway became an Affiliated Program through an acquisition in April 2024. Subway has its principal place of business at 1 Corporate Drive, Suite 1000, Shelton, Connecticut 06484. As of December 31, 2024, there were 19,502 Subway franchises and no company-owned locations operating in the United States and an estimated 16,120 franchises operating outside the United States. Subway has never offered franchises in any other line of business.

None of the affiliated franchisors listed above are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

ITEM 2

BUSINESS EXPERIENCE

~~Director of Parent~~Inspire Brands' Chief Executive Officer: Paul Brown

Mr. Brown ~~has been our Parent's Director in Atlanta, Georgia, since January 2018. He also~~ has been Inspire Brands' Chief Executive Officer ~~and Director~~ in Atlanta, Georgia since its formation in February 2018. In addition, he ~~previously has been our Parent's Board Member in Atlanta, Georgia, since January 2018. Before that, he~~ served as our Chief Executive Officer from February 2018 to August 2023 and our Interim Brand President from January 2023 to August 2023.

Chief Technology Officer of Inspire Brands: Yasir Anwar

Mr. Anwar has been our, our Parent's, and Inspire Brands' Chief Technology Officer in Atlanta, Georgia since May 2024. He previously served as Chief Technology and Digital Officer of Williams Sonoma in San Francisco, California from February 2018 to February 2024.

Chief Information Security Officer of Inspire Brands: Haddon Bennett

Mr. Bennett has been Chief Information Security Officer of Inspire Brands in Atlanta, Georgia since December 2019. ~~He previously was Chief Information Security Office of Change Healthcare in Canton, Georgia from June 2014 to December 2019.~~

Chief Growth Officer of Inspire Brands: Christian Charnaux

Mr. Charnaux has been Inspire Brands' Chief Growth Officer in Atlanta, Georgia since April 2018.

Chief Supply Officer of Parent: ~~Christopher Held~~Joel Blanchard

Mr. ~~Held~~Blanchard has been our Parent's and Inspire Brands' Chief Supply Officer in Atlanta, Georgia since ~~June 2019~~March 2025. He previously ~~was an independent consultant~~served as Inspire Brands' Senior Vice President – GPO & Brand Supply Chain in Atlanta, Georgia from April 2022 to March 2025. Before that, he held several positions with Georgia-Pacific in Atlanta, Georgia, including Vice President-Strategic Sourcing and Procurement from July 2021 to April 2022 and Vice President-Category Supply Chain from June 2018 to May 2019 to July 2021.

Chief Financial Officer, ~~Director~~Board Member and Assistant Secretary: Katherine Jaspon

Ms. Jaspon has been our ~~and our Parent's~~ Chief Financial Officer, ~~Director~~member of the Board of Directors, and Assistant Secretary since July 2021. She also has been Inspire Brands' Chief Financial Officer and Assistant Secretary in Atlanta, Georgia since July 2021~~and the Chief Financial Officer of. Before that, she held several positions with~~ DD and BR in Canton, Massachusetts~~and Atlanta, Georgia since, including Manager from~~ April 2017 to December 2020.

Chief Commercial and Restaurant Officer of Parent: Daniel Lynn

Mr. Lynn has been our Parent's and Inspire Brands' Chief Commercial and Restaurant Officer since August 2022, each in Atlanta, Georgia. He also has been Zuzu Hospitality's Co-Founder in Singapore since 2016. ~~He previously served as Movenpick Hotels' Non-Executive Director in Zurich, Switzerland from February 2017 to September 2018.~~

Chief Development Officer: Jason Maceda

Mr. Maceda has been our ~~and our Parent's~~ Chief Development Officer since January 2024. He also has been Inspire Brands' Chief Development Officer in Canton, Massachusetts since January 2024. He previously was Inspire Brands' Senior Vice President, Franchise Development in Canton, Massachusetts from September 2022 to January 2024. Additionally, he previously held several positions with BR in Canton, Massachusetts, including President, Baskin-Robbins from December 2020 to September 2022 and Senior Vice President, Baskin-Robbins U.S. and Canada from June 2017 to December 2020.

Chief Marketing Officer –~~BWW~~of Parent: Tristan Meline

Mr. Meline has been our ~~Parent's~~ Chief Marketing Officer ~~–BWW~~since January 2023. He previously was the Head of Marketing and Communications, Biofreeze of Reckitt in Parsippany, New Jersey from July 2021 to September 2021. Before that, he was the Senior Director, Marketing and Director of Innovation of Performance Health in Warrenville, Illinois from June 2018 to July 2021. ~~He was previously the Marketing Director of MillerCoors in Chicago, Illinois from July 2017 to June 2018.~~

Chief Brand Officer of Inspire Brands: Scott Murphy

Mr. Murphy has been Inspire Brands' Chief Brand Officer in Canton, Massachusetts since November 2023. He previously held many positions with DD, including President from December 2020 to November 2023, ~~and~~ President, Dunkin' Americas from December 2019 to December 2020, ~~and~~

~~Chief Operating Officer, Dunkin' U.S. from January 2018 to December 2019,~~ each in Canton, Massachusetts.

Chief Administrative Officer, General Counsel, Secretary and ~~Director~~Board Member: Nils Okeson

Mr. Okeson has been our and our Parent's Chief Administrative Officer, General Counsel and Secretary, and ~~one~~a member of our Board of Directors, since February 2018. He also has been Inspire Brands' Chief Administrative Officer, General Counsel and Secretary in Atlanta, Georgia since its formation in February 2018.

Brand Head – BWW-GO of Parent: Anthony Rothrauff

Mr. Rothrauff has been our Parent's Brand Head – BWW-GO in Atlanta, Georgia since June 2022. Before that, he was our Parent's Division Vice President from July 2021 to June 2022 and our Parent's Regional Vice President of Operations from July 2019 to July 2021, each in North Huntingdon, Pennsylvania.

Senior Vice President – ~~Brand Supply Chain~~Franchise Optimization of Inspire Brands: ~~Joel Blanchard~~Luigi C. Beccarelli

Mr. ~~Blanchard~~Beccarelli has been Inspire Brands' Senior Vice President – ~~Brand Supply Chain in Atlanta, Georgia since April 2022. Previously~~Franchise Optimization since June 2024. He previously served as ARG's Chief Operating Officer – Arby's from September 2022 to May 2024. Before that, he held several positions with ~~Georgia Pacific in Atlanta, Georgia~~DD in Canton, Massachusetts, including Regional Vice President—~~Strategic Sourcing and Procurement from July 2021 to April 2022, Vice President Category Supply Chain from June 2019 to July 2021, and Senior Director Supply Chain Strategy and Category Supply Chain from July 2017 to June 2019.~~Division Lead from April 2022 to September 2022, Regional Vice President, Northeast from December 2021 to March 2022, and Regional Vice President, Operations and Development from March 2014 to December 2021.

Senior Vice President – Franchise Finance of Inspire Brands: Dennis McCarthy

Mr. McCarthy has been Inspire Brands' Senior Vice President – Franchise Finance since May 2022 in Canton, Massachusetts. He previously served as Inspire Brands' Vice President Finance – Beverage and Snacking from December 2020 to April 2022 in Canton, Massachusetts. Before that, he held various positions with Dunkin Brands, Inc. in Canton, Massachusetts, including Vice President – Corporate FP&A and Brand Finance from July 2018 to December 2020.

Senior Vice President – Operations Excellence of Inspire Brands: Vans Nelson

Mr. Nelson has been Inspire Brands' Senior Vice President – Operations Excellence since January 2025. He previously served as Inspire Brands' Senior Vice President - Operations Innovation in Atlanta, Georgia from March 2022 to January 2025. Before that, he served as ARG's Senior Vice President, Operations in Atlanta, Georgia from February 2009 to March 2022.

Vice President – [Restaurant Portfolio Management: William Duffy](#)

Mr. Duffy has been our [and our Parent's](#) Vice President – [Restaurant Portfolio Management](#) since September 2018. He also has been Inspire Brands' Vice President – [Restaurant Portfolio Management](#) in Atlanta, Georgia since its formation in February 2018.

Vice President – [Construction Programs & Services of Parent: Volker Heimeshoff](#)

Mr. Heimeshoff has been our Parent's [and Inspire Brands'](#) Vice President – [Construction Programs & Services](#) in Atlanta, Georgia since ~~September 2022. He also has been Inspire Brand's Vice President – Construction in Atlanta, Georgia since September~~ [June 2022](#). He previously served as our Parent's and Inspire ~~Brand's~~ [Brands'](#) Vice President – [Construction Programs & Services](#) from May 2022 to August 2022, each in Atlanta, Georgia. Before that, he was an independent Executive Project Consultant from April 2020 to May 2022 ~~and Vice President, Realty Support and Standards for Walmart from February 2017 to April 2019, each~~ in Bentonville, Arkansas.

Vice President – Architecture & Design of Inspire Brands: Laura Ivanishvili

Ms. Ivanishvili has been Inspire ~~Brand's~~ [Brands'](#) Vice President – Architecture & Design in Atlanta Georgia since March 2023. She previously was self-employed as a consultant in Bentonville, Arkansas from November 2022 to March 2023. Before that, she previously served as Walmart's Senior Director, Architecture & Engineering in Bentonville, Arkansas from January 2018 to November 2022.

Vice President – Real Estate of Inspire Brands: ~~Nathan Piwonka~~ [Russell Holland](#)

Mr. ~~Piwonka~~ [Holland](#) has been Inspire Brands' Vice President – Real Estate in Atlanta, Georgia since ~~April 2022. Previously he served as the Senior Director of Real Estate for Wingstop in Dallas, Texas from July 2013 to~~ December ~~2021~~ [2019](#).

Vice President – ~~BWW~~ [Restaurant Experience and Training Development](#) of Parent: Rachel Richal

Ms. Richal has been our Parent's Vice President – ~~BWW~~ [Restaurant Experience and Training Development](#) since ~~February 2022~~ [January 2025](#). She previously held several positions with our Parent in Atlanta, Georgia, including [Vice President – BWW Training Development from February 2022 to January 2025](#), Senior Director, Learning and Team Member Activation from December 2021 to February 2022 and Director, Learning and Team Member Activation from June 2019 to December 2021.

Vice President – Franchise Counsel: Lisa Storey

Ms. Storey has served as our [and Parent's](#) Vice President – Franchise Counsel since March 2020. She also has been Inspire Brands' Vice President – Franchise Counsel, in Atlanta, Georgia, since March 2020. She previously was our and Inspire Brands' Vice President – Franchise, HR & Litigation Counsel from February 2018 to February 2020.

Vice President – Brand Training of Inspire Brands: Kelli Holmes

Ms. Holmes has been Inspire Brands’ Vice President – Brand Training in Canton, Massachusetts since January 2025. She previously held several positions with DD, including Vice President – Training and Development from February 2024 to December 2024, Vice President – Learning from August 2022 to February 2024, Senior Director, Learning Strategy and Deployment from October 2021 to August 2022, and Senior Director, Operating Systems from January 2018 to October 2021, each in Canton, Massachusetts.

Vice President – Franchise Management: Megan Voth

Ms. Voth has been our and our Parent’s Vice President – Franchise Management in Lakeville, Minnesota since January 2025. She previously served as Inspire Brands’ Director – Franchise Relations from January 2017 to January 2025 in Lakeville, Minnesota.

Senior Director – Franchise Development of Inspire Brands: Theresa Rivello

Ms. Rivello has been Inspire Brands’ Senior Director – Franchise Development in Atlanta, Georgia since January 2023. Ms. Rivello has previously served as Inspire Brands’ Director, Strategy and New Business Development – Non-Traditional, in Atlanta, Georgia, from September 2020 to January 2023. Before that, she was the Director of Retail Strategy and Brand Partnerships for Aramark in Philadelphia, Pennsylvania from February 2017 to September 2020.

ITEM 3 **LITIGATION**

Pending Litigation

The following actions are pending against us, a predecessor, a parent or affiliate that guarantee’s our performance, an affiliate who offers franchises under the Trademarks, or a person identified in Item 2:

~~Divane Pittman v. Buffalo Wild Wings International, Inc. and Inspire Brands, Inc., (United States District Court for the District of Maryland, Case No. 8:22-cv-02173-GJH, filed July 12, 2022). On July 12, 2022, a consumer, Divane Pittman (“Pittman”), filed a class action complaint in Maryland state court against us and Inspire Brands alleging we engaged in deceptive and unfair trade practices and breached our contract with Pittman by allegedly failing to disclose in advance of takeout purchases that we charge a service fee for all takeout orders. Pittman seeks, on behalf of herself and a putative class of Maryland and nationwide consumers, unspecified monetary and punitive damages, restitution, injunctive, and declaratory relief, for alleged violations of the Maryland Consumer Protection Act and Breach of Contract. On August 26, 2022, we removed the action to federal court. On January 31, 2023, we and Inspire Brands filed an answer. We and Inspire Brands deny any liability in this matter and intend to defend ourselves vigorously.~~

Halim v. Buffalo Wild Wings, Inc. and Inspire Brands, Inc. (United States District Court for the Northern District of Illinois, Case No. 1:23-cv-01495, filed March 10, 2023). Plaintiff in this case, a consumer who bought boneless wings from a Buffalo Wild Wings sports bar in Illinois, alleges that our Parent/guarantor and Inspire Brands engaged in deceptive advertising by marketing “boneless wings” that are made of chicken but are not wings. The complaint seeks class action status and brings

claims for violation of the Illinois Consumer Fraud and Deceptive Practices Act, breach of warranty, fraud and unjust enrichment. Plaintiff seeks a declaratory judgment, unspecified damages (including punitive damages) and injunctive relief. On June 27, 2023, defendants filed a Motion to Dismiss Plaintiff's Amended Class Action Complaint. [This case remains pending.](#) Defendants deny any liability in this matter and intend to defend themselves vigorously.

Concluded Litigation

The following actions against us, a predecessor, a parent or affiliate that guarantee's our performance, an affiliate who offers franchises under the Trademarks, or a person identified in Item 2 have concluded:

[Michelle Wheeldon, Lauran Hopper, and Tamara Wilson v. Buffalo Wild Wings, Inc., \(United States District Court for the District of Arizona, Case No. 2:21-cv-01947-DLR, filed November 16, 2021\).](#) On November 16, 2021, a consumer, Michelle Wheeldon ("Wheeldon"), filed a class action complaint against Buffalo Wild Wings, Inc. alleging it engaged in deceptive and untruthful promises to provide a flat, low-price delivery fee on food deliveries ordered through its app and website. Wheeldon sought, on behalf of herself and the putative class, monetary damages, restitution, injunctive, and declaratory relief for alleged violations of the Arizona Consumer Fraud Act, Breach of Contract, and Unjust Enrichment. On February 9, 2022, Wheeldon filed a First Amended Class Action Complaint adding two additional plaintiffs, Lauran Hopper and Tamara Wilson. On March 30, 2022, the parties entered into a Confidential Settlement Agreement and Mutual Release whereby Buffalo Wild Wings, Inc. agreed to pay plaintiffs a total sum of \$47,500 in exchange for a release of plaintiffs' claims and a dismissal of the action.

[Divane Pittman v. Buffalo Wild Wings International, Inc. and Inspire Brands, Inc., \(United States District Court for the State of Maryland, Case No. 8:22-cv-02173-GJH, filed July 12, 2022\).](#) On July 12, 2022, a consumer, Divane Pittman ("Pittman"), filed a class action complaint in Maryland state court against us and Inspire Brands that alleged we engaged in deceptive and unfair trade practices and breached our contract with Pittman by allegedly failing to disclose in advance of takeout purchases that we charge a service fee for all takeout orders. Pittman sought, on behalf of herself and a putative class of Maryland and nationwide consumers, unspecified monetary and punitive damages, restitution, injunctive, and declaratory relief, for alleged violations of the Maryland Consumer Protection Act and Breach of Contract. On August 26, 2022, we removed the action to federal court. On November 6, 2023, the parties entered into a confidential settlement agreement and mutual release whereby we and Inspire Brands agreed to pay Pittman a total sum of \$115,000 in exchange for a release of Pittman's claims and dismissal of the action. The case was dismissed with prejudice on November 29, 2023.

~~Affiliate Litigation~~

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. [None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.](#)

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. 19STCV09597, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("**NYAG**") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged

violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under the consent order, DBI agreed to pay \$650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4 **BANKRUPTCY**

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

ITEM 5 **INITIAL FEES**

Area Development Agreement

If you are signing an Area Development Agreement, you must develop at least 5 BWW-GO Restaurants in the Development Territory. You must pay us a development fee when you sign the Area Development Agreement. The development fee is \$15,000 multiplied by the number of BWW-GO Restaurants you agree to develop on the Development Schedule. [When you or your Developer Subsidiary signs each Franchise Agreement, we will apply \\$15,000 of the development fee towards the initial franchise fee.](#) The development fee is consideration for our signing the Area Development Agreement and not consideration for any Franchise Agreement, is based on a uniform calculation and is not refundable under any circumstances.

At the time you sign the Area Development Agreement, you must decide whether each Franchise Agreement signed pursuant to the Area Development Agreement will have either one 10-year term with one 10-year renewal option, or one 20-year term with no renewal option.

We may permit you to develop fewer than 5 BWW-GO Restaurants in certain markets that we periodically designate.

Franchise Agreement

You must pay us an initial franchise fee when you sign the Franchise Agreement.

If you are signing a Franchise Agreement that is not covered by an Area Development Agreement [and the Franchise Agreement will have one 10-year term with one 10-year renewal option,](#) then you must pay us a \$30,000 initial franchise fee when you sign that Franchise Agreement. [If you are signing a Franchise Agreement that is not covered by an Area Development Agreement and the Franchise Agreement will have one 20-year term with no renewal option, then you must pay us a \\$45,000 initial franchise fee when you sign that Franchise Agreement.](#)

If you are signing a Franchise Agreement that is covered by an Area Development Agreement, and each Franchise Agreement will have one 10-year term with one 10-year renewal option, then the initial franchise fee under each Franchise Agreement will be \$30,000. When you or your Developer

Subsidiary signs each Franchise Agreement, we will apply \$15,000 of the development fee towards the initial franchise fee, and you or your Developer Subsidiary must pay us the remaining \$15,000 of the initial franchise fee.

If you are signing a Franchise Agreement that is covered by an Area Development Agreement, and each Franchise Agreement will have one 20-year term with no renewal option, then the initial franchise fee under each Franchise Agreement will be \$45,000. When you or your Developer Subsidiary signs each Franchise Agreement, we will apply \$15,000 of the development fee towards the initial franchise fee, and you or your Developer Subsidiary must pay us the remaining \$30,000 of the initial franchise fee.

We will use the initial franchise fees in part to cover some of our costs associated with your opening a BWG-GO Restaurant, including opening assistance, legal fees and general overhead. The initial franchise fees are uniform and not refundable under any circumstance.

Training Fee

Your Control Person (defined in Item 15) and Unit General Manager (defined in Item 15), and if applicable your Multi-Unit Operations Manager (defined in Item 15), must attend and complete our initial training program to our satisfaction before you open the Restaurant for business. If the Restaurant is the first or second BWG-GO Restaurant that you or your affiliates operate, we will provide the initial training program to your Control Person, Unit General Manager, and any additional Restaurant personnel whom we approve, and you must pay our then current training fee (currently \$2,500) for each ~~additional~~ person who attends our initial training program. If the Restaurant is the third or subsequent BWG-GO Restaurant that you or your affiliates operate, then you (or your affiliate) must provide the initial training program to your Control Person and Unit General Manager at your (or its) National Certified Training Restaurant, or “NCTR,” according to our standards and requirements. If the Restaurant is the third or subsequent BWG-GO Restaurant that ~~you~~you or your affiliates operate and you or your affiliate does not then have an NCTR, or if we otherwise provide the initial training program for any Restaurant personnel, then you must pay our then current training fee (currently \$5,000) for each person. We describe this training program and NCTR requirements in more detail in Item 11.

Advertising

You also must spend \$15,000 on certain advertising and public relations activities when opening your Restaurant. We may (at our option) collect and administer these funds on your behalf. This amount is uniform. We currently have a program that we describe in Item 11 to reimburse you for some or all of these costs.

Opening Team

~~Additionally~~If this is your first or second BWG-GO Restaurant, you must pay us our then-current administrative fee and reimburse us for the travel expenses and prorated salaries for any “Opening Team” member(s) to travel to your Restaurant and provide you on-site new restaurant opening training before you open your Restaurant. ~~If this is your first or second BWG-GO Restaurant, we will~~We typically send one individual to your Restaurant to conduct the onsite training. We will send you an invoice within 30 days after the Restaurant’s opening date, and you must pay the invoice

within ~~10~~15 days after receiving it. ~~We~~The current administrative fee is \$1,000, and we anticipate that your nonrefundable payment for the Opening Team's fees and expenses will range from \$0 to \$15,000.

Design Fees

You are not required to use our affiliates' services for developing a preliminary site layout ("PSL") or a preliminary kitchen layout ("PKL") for your Restaurant. If you do request that our affiliates develop and provide you with a PSL and/or PKL for your new or remodeling BWW-GO Restaurant, then you must pay our affiliate the then-current Kitchen Layout Design Fees and/or Site Design Fees as applicable. Currently, the Site Design Fee is \$1,200 for a PSL for a new or remodeling BWW-GO Restaurant and the Kitchen Layout Design Fee is \$1,200 for a PKL for a new BWW-GO Restaurant and \$750 for a PKL for a remodeling BWW-GO Restaurant. Our affiliates will only provide a PSL if the Restaurant has or will have a mobile pickup window.

Non-Traditional Rider

If you sign a Franchise Agreement to develop a BWW-GO Restaurant at a Non-Traditional Location, then you must pay us a pro-rated amount of the \$15,000 initial franchise fee (\$1,500 multiplied by the number of full or partial years in the term, up to 10 years) depending on the pro-rated term granted to you under the Franchise Agreement when you sign the Franchise Agreement and Non-Traditional Rider. We will use the initial franchise fees in part to cover some of our costs associated with your opening a BWW-GO Restaurant, including opening assistance, legal fees and general overhead. The initial franchise fees are uniform and not refundable under any circumstance.

Multi-Brand Addendum

If we and one or more Other Franchisors grant you the right to open and operate a BWW-GO Restaurant and Other Restaurant(s) at a Multi-Brand Location, you must pay all initial fees due under each applicable Other Franchisor's franchise agreement in addition to the initial fees described in this Item. If you operate a BWW-GO Restaurant at a Multi-Brand Location, you may qualify for one or more incentives described in Item 5 and Item 6.

If we permit you to operate a BWW-GO Restaurant at a Multi-Brand Location, you must pay us any training fees and additional expenses that we incur in connection with any additional or specialized training required for the Restaurant's personnel due to its status as Multi-Brand Location. We currently do not charge or expect to charge a fee or incur additional expenses for any additional or specialized training we may provide for Multi-Brand Locations during 2024.

Incentive Programs

New Restaurant Opening Incentive. You may qualify to participate in the "New Restaurant Opening" or "NRO" incentive program if you sign a new Area Development Agreement on or before March 31, ~~2025~~2026 to develop 5 or more BWW-GO Restaurants. You may also qualify to participate in the NRO incentive program if you sign the Incentive Amendment (Exhibit D-1) to an existing Area Development Agreement ~~on or before March 31, 2025 to~~and amend your existing Area Development Agreement ~~on or before March 31, 2026~~ to add ~~5~~1 or more new BWW-GO Restaurants to your ~~existing~~ development schedule. and your development schedule (as amended) has at least 5

outstanding development commitments. Lastly, you may also qualify for the NRO incentive program if (a) you sign a Franchise Agreement on or before March 31, 2026, to develop and operate a previously closed BWW-GO Restaurant (without relocating it), (b) as of the date the Franchise Agreement is signed, the Restaurant that you wish to re-open was permanently closed for at least 30 calendar days, and (c) you are not signing the Franchise Agreement in connection with a transfer.

Under the NRO incentive program, you will pay the full development fee upon signing the Area Development Agreement, and when you or your Developer Subsidiary signs each Franchise Agreement, we will apply \$15,000 of the development fee towards the initial franchise fee, and you or your Developer Subsidiary must pay us the remaining initial franchise fee amount that is due under the Franchise Agreement (either \$15,000 if the term of the agreement is 10 years or \$30,000 if the term of the agreement is 20 years). If you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurants, you open the Restaurants in compliance with the Franchise Agreement (and, if applicable, the Area Development Agreement) ~~when~~, you ~~open the Restaurant~~, submit all development costs to us in the form we require within 120 days of opening the BWW-GO Restaurants, and you build the BWW-GO Restaurants in the design, to the specifications, and at the location we approve, then for each new BWW-GO Restaurant you agree to develop and operate plus any existing Restaurant(s) under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentives Amendment to your existing Area Development Agreement, we will credit the initial franchise fee you paid, along with the portion of the development fee that we credited towards that initial franchise fee, up to \$30,000, towards the Royalty Fees owed under the Franchise Agreement, and you will pay reduced Royalty Fees, as described in Item 6.

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement and/or Area Development Agreement), the NRO incentive program will not apply to the Restaurants. The NRO incentive program does not apply to franchisees signing new Franchise Agreements to renew their expiring franchises or to develop and operate the Restaurant at a Non-Traditional Location, as a relocation ~~or replacement of~~ an existing or closed BWW-GO ~~Restaurants~~ Restaurant, or as part of a transfer or acquisition of an existing BWW-GO Restaurant. In the future, we may modify or eliminate any of our incentive programs.

In the future, we may modify or eliminate any of our incentive programs.

ITEM 6

OTHER FEES

Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales ⁽²⁾ , subject to the applicable incentive program <u>incentives</u> ⁽²⁾⁽³⁾	Paid by electronic funds transfer every Friday for the preceding Reporting Period	See Note (3). The “Reporting Period” means the period from Monday to Sunday, although we may periodically change the Reporting Period.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Brand Fund contribution	Currently 3% of Gross Sales, subject to Marketing Spending Requirement 1.5%% of Gross Sales for Non-Traditional Locations	Paid by electronic funds transfer every Friday <u>Thursday</u> for the preceding Reporting Period	See Note (4).
Technology Fee	Currently not charged	If implemented, paid by electronic funds transfer every Friday for the preceding Reporting Period	We may impose and periodically modify a technology fee based on technology-related products and services we provide, up to 0.5% of the Restaurant's Gross Sales.
<u>Loyalty Program Contribution Payments</u>	<u>Currently 2.2% of Loyalty Program Sales</u>	<u>Paid by electronic funds transfer every Thursday for the preceding Reporting Period</u>	<u>See Note (5).</u>
Audit costs	Cost of audit	Immediately upon receipt of bill	You pay the cost of the initial audit as well as any subsequent audits deemed necessary for 3 years if the audit shows an understatement of your Gross Sales, Royalty Fees or Brand Fund contributions in any month by an individual or combined total of 1.25% or more.
Training Program Fee	Currently \$2,500 to \$5,000 per trainee but could increase if our costs increase	As incurred	Payable only if we provide training to your Unit General Manager, Multi-Unit Operations Manager (if applicable) or other <u>replacement or additional</u> Restaurant personnel during the term. See Note (5 6).
<u>Additional Training</u>	<u>Currently up to \$5,000, but could increase if our costs increase</u>	<u>As incurred</u>	<u>See Note (6).</u>

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Learning management system fee	Currently \$60.99 plus tax per Restaurant per year, but may change depending on number of BWW-GO Restaurants participating or system enhancements	Annually	You must participate in the Cornerstone Learning Management System to access certain training materials, knowledge checks and certification exams. We forward the payment to Cornerstone, our vendor for the system.
Contactless payment fee	The amount we specify, currently up to \$35 per month	Monthly	Covers optional payment technology and services.
Additional Training	Currently up to \$2,500, but could increase if our costs increase	As incurred	See Note (5).
Annual Convention Registration Fee	Currently \$550 to \$1,000 per person	Before meeting	Registration fees and attendance requirements may vary depending on the format and venue of the annual convention and the timing of you and your personnel's registration.
Transfer fee	\$12,500 for control transfer (but see Note (6)) and \$1,000 for non-control transfer	Upon application for consent to transfer	See Note (67).
<u>Site design fee and kitchen layout design fee</u>	<u>Currently, \$1,200 for a PSL and \$750 for a PKL, but may increase if our affiliates' costs increase</u>	<u>Upon request</u>	<u>Due only if you choose to have our affiliate develop a PSL or PKL for the Restaurant upon remodeling.</u>
Required Local Marketing Spend	You must spend the amount we periodically specify on Local Marketing, subject to the Marketing Spending Requirement (see Note (4))	As incurred	We may, at our option, require you to deposit the Required Local Marketing Spend with us in advance, on a schedule we periodically determine.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Cooperative contribution	If established, you must contribute the amount we periodically specify to the Cooperative, subject to the Marketing Spending Requirement	Paid by electronic funds transfer every Friday for the preceding Reporting Period	See Note (78).
Renewal fee	50% of then-current initial franchise fee, and then-current initial franchise fee for Non-Traditional Locations	Upon signing renewal franchise agreement	
Reinspection/ Re-evaluation Costs	Our costs to re-inspect the Restaurant	As incurred	You must reimburse us for our costs if you fail an inspection or other evaluation for the Restaurant and we re-inspect the Restaurant within 90 days after the prior inspection.
Interest and late fee	18% per annum or the maximum rate allowed by law, whichever is less, plus \$150 for each delinquent report or payment	Automatically upon next electronic funds transfer	
Supplier evaluation costs	Actual costs of the inspection and evaluation	As incurred	Due if you request our approval of a new product, service or supplier.
Commercial insurance costs	\$30,000 14,400 to \$120,000 48,000 for annual premiums, plus our costs and fees	When premiums are due	Only payable to us if you fail to maintain insurance and we (at our option) elect to obtain coverage for you.
Maintenance and Remodel	Our costs related to required improvements and maintenance	As incurred	You must reimburse us for our costs if you fail to make any modernization or improvement or fail to perform any required maintenance and we, at our option, make the improvements or undertake the maintenance.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Indemnification	Will vary with the circumstances	On demand	You must reimburse us for claims and liabilities relating to your business or breach of the Franchise Agreement or Area Development Agreement.
Relocation costs	Our reasonable costs relating to your relocation	As incurred	Due only if you relocate the Restaurant.
Attorneys' fees	Will vary with the circumstances	As incurred	You must reimburse us for our reasonable attorneys' fees and costs if we prevail in a dispute.
Deidentification costs	Will vary with the circumstances	As incurred	If you fail to deidentify the Restaurant when the Franchise Agreement terminates or expires, and we choose to do so, you must reimburse our costs.
Menu database support	Currently \$420 <u>\$300</u> to \$600 <u>\$420</u> annually per Restaurant, but could increase if our costs increase	Immediately upon receipt of bill	You must use our affiliate to provide menu database support and various point of sale (POS)-related services for the Restaurant.

Notes:

- (1) **General Terms.** Unless otherwise specified, either we or our affiliates impose and collect all the fees in this table. You pay them to our affiliates or us. The fees are not refundable, except as for the transfer fee deposit as described in note (6~~7~~). Except when otherwise specified, all fees are uniform. You must sign an electronic transfer of funds authorization that we periodically specify to authorize and direct your bank or financial institution to transfer electronically, on a weekly basis, directly to our or our affiliate's account 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.
- (2) **Definition of Gross Sales.** "Gross Sales" includes the total revenues and receipts from the sale of all products, services and merchandise sold in or in relation to your Restaurant, including fees or charges for any delivery, catering and other off-site activities and events, gaming activities, license and use fees, and implied or imputed Gross Sales from any business interruption insurance. However, Gross Sales excludes (1) sales taxes, use taxes, and similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (2) any bona fide voids, refunds and credits that are actually provided to customers; and (3) the face value of coupons or discounts that customers redeem.

- (3) [Incentive Terms](#). Unless you qualify for an incentive program, the Royalty Fee is 6% of Gross Sales.

NRO Incentive Program. If you qualify for the NRO incentive program, then we will reduce your Royalty Fee as follows:

Months After Opening	Effective Royalty Fee
Opening through Year 1	1%
Year 2	3%
Year 3	5%
Year 4 through remainder of the term	6%

We describe the conditions to qualify for the NRO incentive program in Item 5.

Early Opening Incentive. The “Early Opening Incentive” is designed to incentivize franchisees to develop and commence operations of their BWW-GO Restaurant before the required opening date identified in ~~their~~the Franchise Agreement (and, if applicable, the Area Development Agreement). If you qualify for the NRO ~~and/or VetFran,~~ incentive ~~programs~~program, and you open the Restaurant(s) before the required opening date identified in the Franchise Agreement (or, if applicable, the Area Development Agreement), then we will charge ~~you a 0% royalty~~Royalty Fee from the date you open and commence operations of the Restaurant(s) until the required opening date identified in the Franchise Agreement (and, if applicable, the Area Development Agreement), up to 12 months, then the applicable Royalty rate will apply. You may combine the Early Opening Incentive with ~~our other~~the NRO incentive ~~programs~~ described in Item 5 ~~and Item 6~~.

VetFran Program. The “VetFran Program” is designed to provide career opportunities for honorably discharged military veterans or wounded warriors. It applies if you are a veteran or returning service member (who has not previously signed, or had an affiliate that signed, an Area Development Agreement or Franchise Agreement with us) who qualifies and signs a Franchise Agreement to develop one BWW-GO Restaurant or an Area Development Agreement to develop multiple BWW-GO Restaurants. Under the VetFran Program, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurants, you open the Restaurant in compliance with the Franchise Agreement (and, if applicable, the Area Development Agreement), submit all development costs to us in the form we require within 120 days of opening the Restaurant, and build the Restaurant in the design, to the specifications, and at the location we approve, then we will provide you a ~~royalty~~Royalty Fee credit equal to \$10,000 for each Restaurant you develop and open in compliance with the terms of the Franchise Agreement (and, if applicable, the Area Development Agreement), up to \$100,000. You may combine the VetFran Program with our other incentive programs described in Item 5 and Item 6.

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement and/or Area Development Agreement), the Early Opening Incentive and/or VetFran Program will not apply to the Restaurant(s). The Early Opening Incentive and VetFran Program do not apply to franchisees signing new Franchise Agreements to renew their expiring franchises or to

develop and operate the Restaurant at a Non-Traditional Location, as a relocation or replacement of an existing or closed BWW-GO Restaurant, or as part of a transfer or acquisition of an existing BWW-GO Restaurant. In the future, we may modify or eliminate any of our incentive programs.

Cross-Brand BWW-GO & Sports Bar Incentive. Finally, you may qualify for the “Cross-Brand BWW-GO & Sports Bar Incentive” if (a) you sign a Franchise Agreement to develop a BWW-GO Restaurant on or before March 31, 2026, or you develop a BWW-GO Restaurant on or before December 31, 2026 pursuant to an existing BWW-GO franchise agreement; and (b) you own and operate a Buffalo Wild Wings Sports Bar and/or have or will sign a Buffalo Wild Wings Sports Bar franchise agreement to develop and operate a Buffalo Wild Wings Sports Bar by March 31, 2026.

Under the Cross-Brand BWW-GO & Sports Bar Incentive, if you open the Restaurant by December 31, 2026, and it is located within a 10-minute drive of a Buffalo Wild Wings Sports Bar that you own and operate as of the Restaurant’s opening date (as determined by Sitewise), and if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurant, you open the Restaurant in compliance with the Franchise Agreement, you submit all development costs to us in the form we require within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then we will reduce the Royalty Fee under your franchise agreement for your Buffalo Wild Wings Sports Bar as follows:

<u>Duration of Effective Royalty for Buffalo Wild Wings Sports Bar</u>	<u>Royalty Reduction</u>
<u>Opening of BWW-GO Restaurant through Year 1</u>	<u>2% Reduction off Standard Royalty Rate</u>
<u>Year 2</u>	<u>1% Reduction off Standard Royalty Rate</u>
<u>Year 3 through remainder of the term</u>	<u>Standard Royalty Rate</u>

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement and/or Area Development Agreement), the Cross-Brand BWW-GO & Sports Bar Incentive will not apply to the Restaurant. You may combine the Cross-Brand BWW-GO & Sports Bar Incentive with our other incentive programs described in this disclosure document.

- (4) **Brand Fund Contribution.** You must pay us a contribution to the Brand Fund in an amount that we periodically specify, subject to the Marketing Spending Requirement. The “Marketing Spending Requirement” is the maximum amount that we can require you to spend on Brand Fund contributions, Cooperative contributions (described below), and approved Local Marketing for the Restaurant during each calendar quarter. The maximum Marketing Spending Requirement is 6% of the Restaurant’s Gross Sales during that calendar quarter. However, we currently only require you to contribute 3.00% of Gross Sales to the Brand Fund and spend 1.25% of Gross Sales on Local Marketing, and we currently do not require any Cooperative contributions, so the current Marketing Spending Requirement is only 4.25% of

Gross Sales. We may periodically increase the Marketing Spending Requirement (up to a total of 6% of Gross Sales) upon notice to you. Although we may not require you to spend more than the Marketing Spending Requirement on Brand Fund contributions, Cooperative contributions and approved Local Marketing for the Restaurant during any calendar quarter, you may choose to do so, and the Cooperative may vote to increase contributions as described below. We may periodically review your books and records and require you to submit reports to determine your Cooperative contributions and Local Marketing expenses. If you fail to spend (or prove that you spent) the Marketing Spending Requirement in any quarter, then in addition to our other rights, we may require you to pay us the shortfall as an additional Brand Fund contribution or to pay us the shortfall for us to spend on Local Marketing for the Restaurant. If you sign a Franchise Agreement to develop a BWG-GO Restaurant at a Non-Traditional Location, then you will not be required to participate in the Marketing Spending Requirement.

(5) **Loyalty Program Contribution Payments.** Your BWG-GO Restaurant must participate in our and our affiliates' consumer loyalty program (the "Loyalty Program"). You must contribute the Loyalty Program Contribution Payment ("LCP") to the Loyalty Program. We may modify the LCP contribution percentage (the "LCP Rate") from time to time based on the redemption behavior, breakage, product cost changes, fund balances or shortfalls, and other factors we determine. "Loyalty Program Sales" means Gross Sales generated from your sale (whether in-store or online) of eligible products or merchandise to a Loyalty Program member for which that member receives points under the Loyalty Program. We and our affiliates will administer and have the right to establish, implement and change any Loyalty Program terms and conditions upon reasonable notice to you, such as determining which products are eligible for points and redemption, determining membership tiers, awarding bonus points, and changing eligible products and product categories. LCPs will be allocated under the Loyalty Program in accordance with these terms and conditions.

(6) ~~(5)~~ **Training.** We describe our training programs in Item 11. If the Restaurant is your first or second Restaurant that you or your affiliates operate, and we provide the training program to your personnel during the term, you must pay us our then current training fee (currently \$2,500) for each person. If the Restaurant is the third or subsequent BWG-GO Restaurant that you or your affiliates operate, then you (or your affiliate) must provide the training program to the applicable personnel during the term at the NCTR. If the Restaurant is the third or subsequent BWG-GO Restaurant that you or your affiliates operate and you or your affiliate does not then have an NCTR, or if we otherwise provide the training program for any Restaurant personnel during the term, then you must pay our then current training fee (currently \$5,000) for each person. We may in our sole judgment specify additional training requirements, including supplemental or refresher training programs for you, your managers and/or employees. You must pay our training fees and your and your personnel's associated costs and expenses. We may require you to purchase access to training videos or other instructional materials from us.

(7) ~~(6)~~ **Transfer Fees.** The transfer fee under the Franchise Agreement for a control transfer is the greater of \$12,500 or the costs and expenses we incur in reviewing and processing the transfer. For a control transfer, you must submit to us a \$5,000 deposit on the transfer fee when you submit an application for our consent to transfer. We may increase the deposit above \$5,000 and up to \$12,500 if we believe our costs and expenses will exceed \$5,000. We

will refund the \$5,000 (or any increased deposit amount) less our costs and expenses if the transfer is not completed. If the transfer proceeds, you must pay us the balance of the transfer fee before the transfer's closing. However, if the control transfer is part of a simultaneous, multiple BWG-GO Restaurant transfer, then the transfer fee is the greater of (a) \$12,500 for the first BWG-GO Restaurant and \$2,500 for each additional BWG-GO Restaurant, or (b) the costs and expenses we incur in reviewing and processing the transfer. The transfer fee under the Franchise Agreement for a non-control transfer is \$1,000. If you sign the Area Development Agreement, the transfer fee is \$2,500 for a control transfer and \$1,000 for a non-control transfer, in addition to any transfer fees payable under the Franchise Agreements that the Area Development Agreement covers.

- (8) ~~(7)~~ **Cooperative Contributions.** We have the right to designate local advertising markets and if designated, you must participate in and contribute to the cooperative or local marketing group responsible for coordinating advertising, marketing and promotional programs in your designated local advertising market (the "Cooperative"). If established, you must contribute the amount we periodically specify to the Cooperative, subject to the Marketing Spending Requirement. If, however, the Cooperative votes to require contributions that would (together with the Brand Fund contributions and required Local Marketing expenditures) exceed the Marketing Spending Requirement, you must contribute that amount. Each BWG-GO Restaurant, including those that we, our parent company or our affiliates operate (except at Non-Traditional Locations (defined in Item 12)), within a designated local advertising area is a member of the Cooperative and each restaurant has one vote on all matters requiring a vote. We may (at our option) administer the Cooperatives' funds and require payment from its members via electronic funds transfer to spend on behalf of the Cooperative and its members. You or the Cooperative must pay our then current charges for any accounting, bookkeeping, administrative and other services we or our affiliate provides, although currently we do not charge any fees for these services. There currently are no Cooperatives, so we currently do not have controlling voting power in any Cooperative. If you sign a Franchise Agreement to develop a BWG-GO Restaurant at a Non-Traditional Location, then you will not be required to participate in a Cooperative.
- (9) ~~(8)~~ **Multi-Brand Locations.** If we and one or more Other Franchisors grant you the right to open and operate a BWG-GO Restaurant and Other Restaurant(s) at a Multi-Brand Location, you must pay all ongoing fees due under each applicable Other Franchisor's franchise agreement ~~or~~ in addition to the ongoing fees described in this Item.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

SINGLE FRANCHISE AGREEMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial franchise fee (1)	\$30,000 to \$45,000	Lump sum or installments	Upon signing Franchise Agreement	Us
Site approval fees (2)	\$1,200 to \$53,800	As incurred	As incurred	Third parties
Reimbursement <u>Administrative Fee and reimbursement</u> of expenses for opening team (3)	\$0 to \$15,000 <u>16,000</u>	As incurred	As incurred	Us
Total Site Approval and Franchise Fees	\$31,200 to \$113,800 <u>114,800</u>			
Architecture fees (for national firm, <u>may include PSL or PKL</u>)	\$15,000 to \$35,000	As incurred	As incurred	Architect <u>or Our Affiliate</u>
Construction and leasehold improvements (4)	\$220,000 to \$410,000	As arranged	As arranged	Approved contractors
Furniture, fixtures, equipment and other fixed assets (5)	\$140,000 to \$185,000	As arranged	As arranged	Approved suppliers
Computer System, POS system and kitchen display unit (6)	\$14,245 to \$18,020	As incurred	As incurred	Approved suppliers
Office equipment and supplies	\$3,000 to \$6,000	As incurred	As incurred	Suppliers
Signage and graphics (excluding pylon or monument signage)	\$15,000 to \$25,000	As incurred	As incurred	Approved suppliers
Total Building/Construction/ Equipment	\$407,245 to \$679,020			
Training expenses (7)	\$15,000 to \$25,000	As incurred	As incurred	Us and service providers
Initial inventory (8)	\$18,000 to \$22,000	Lump sum	Upon delivery of inventory	Approved suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Insurance (9)	\$14,400 to \$48,000	As arranged	As arranged	Insurance company
Rent (10)	\$3,500 to \$7,500	As arranged	Installments each month	Lessor
Lease and utility security deposits (11)	\$10,000 to \$20,000	Lump sum	Before signing lease or starting service	Lessor and utility companies
Grand opening advertising (12)	\$15,000	As incurred	As incurred	Media, printers, advisors and other suppliers
Professional fees	\$20,000 to \$70,000	As arranged	As arranged	Your attorneys, financial advisors, accountants and other professionals
Additional funds – 3 months (13)	\$30,000 to \$50,000	As incurred	As incurred during first 3 months	Employees, suppliers and other third parties
Total Pre-Opening / Operating Deposits	\$125,900 to \$257,500			
Total Estimated Initial Investment (14)(15)	\$564,345 to \$1,050,320 <u>\$1,051,320</u>			

AREA DEVELOPMENT AGREEMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee (16)	\$75,000 to \$150,000	Lump sum or installments	Upon signing Area Development Agreement	Us
Estimated Initial Investment for First Restaurant (17)	\$549,345 <u>\$564,345 to \$1,035,320</u> <u>\$1,051,320</u>			
Total Estimated Initial Investment (14)	\$624,345 <u>\$639,345</u> - \$1,185,320 <u>\$1,186,320</u>			

Notes:

- (1) Initial franchise fee. We describe the initial franchise fee in Item 5. The low end of the range assumes that you will sign a Franchise Agreement for a 10-year term. The high end of the range assumes that you will sign a Franchise Agreement for a 20-year term.

- (2) Site approval fees. You must submit site and market information to us in the form and format that we specify. The costs associated with the site approval process typically vary depending on the region and the amount of work and coordination needed to secure the appropriate permits and licenses, including business licenses and construction permits.
- (3) Reimbursement of Opening Team Expenses. We describe [the administrative fee and](#) expense reimbursement obligations in connection with providing on-site training in Item 5. The low end of the range assumes that you will provide this training yourself using existing personnel.
- (4) Construction and leasehold improvements. These figures include the costs of construction, remodeling, leasehold improvements and decorating. These costs depend upon the size and condition of the premises, the nature and extent of leasehold improvements required, the local cost of contract work and the location of your Restaurant. In our experience, construction costs continue to rise. Your costs may vary depending on a variety of factors, including economic factors affecting the construction industry. These ranges do not include an estimate for the cost of building the Restaurant's structure, or the cost of purchasing land, site work and demolition work for free-standing locations, because we do not expect franchisees to develop new free-standing locations for their BWG-GO Restaurants. If you choose to build and own the Restaurant's free-standing premises, the cost for your long-term real property investment is significantly higher and will depend on many independent variables like location and size of the site, site improvement costs, union/non-union labor regions, soil and environmental conditions, entitlement fees, building and health codes and regulations and other factors. Down payment requirements and initial financing or commitment expenses for owned real property are negotiated individually and vary too widely to be predicted realistically.
- (5) Furniture, fixtures, equipment and other fixed assets. The Restaurant must meet our current standards and specifications, including equipment, furniture, audio/visual equipment, signs, décor, trade dress, design and layout. These figures include costs for pylon and monument signage, refrigerators, freezers, ovens, tables, chairs and other equipment, furniture and fixtures. Estimated costs for the Computer System and POS system are separately noted in the table and are not included in this range.
- (6) Computer System, POS system and kitchen display unit. This range does not include electrical and cabling costs, shipping costs, installation costs, or sales taxes as these amounts may vary greatly depending on the location and building configuration.
- (7) Training expenses. Your Control Person and Unit General Manager, and if applicable your Multi-Unit Operations Manager, must complete our training program. You must pay all of your personnel's travel, living, meals, other expenses and wages. We describe our training program in Item 11. These costs will depend, in part, on the distance you must travel and the type of accommodations you choose. This range also includes the fees you might pay us for providing the initial training program to your personnel, as described in Item 5.
- (8) Initial inventory. These figures cover the costs for the initial inventory of various food products, beverages, paper products, cleaning supplies and other supplies used in the operation of the Restaurant, as well as other merchandise or products that the Restaurant sells. Initial

inventory expenditures will vary according to anticipated sales volume and current market prices.

- (9) Insurance. You must obtain and maintain the insurance coverage that we periodically specify. The estimate covers approximately 25% of the annual premium. The cost of insurance will vary based on policy limits, type of policies, any lease requirements, nature and value of physical assets, number of employees, square footage, contents of the business, geographical location and other factors bearing on risk exposure.
- (10) Rent. If you do not own suitable space or land for your Restaurant, you must rent premises suitable for the Restaurant. You typically will rent the premises for a non-free-standing location. The typical size of the premises for a BWW-GO Restaurant will range from 1,100 to 1,900 square feet. This estimate is for your rent the first month and does not include an estimate of monthly real estate-related expenses, such as common area maintenance charges, real estate taxes and landlord insurance. The rental expense may vary widely based on geographic location, size of the facility, local rental rates, landlord's work, tenant improvement allowance and other factors.
- (11) Lease and utility security deposits. Landlords may require a security deposit and utility companies may require that you place a deposit before installing telephone, gas, electricity and related utility services. A typical lease deposit is one month's rent. A typical utility security deposit is one month's expense. These deposits may be refundable if you comply with the lease and utility agreements.
- (12) Grand opening advertising. You must conduct certain advertising and public relations activities when opening your Restaurant. You must spend \$15,000 on these opening activities during the period starting 45 days before your Restaurant opens and ending 60 days after your Restaurant opens. Upon our request, you must provide to us proof of these expenditures. We may (at our option) collect and administer these funds on your behalf.
- (13) Additional Funds. These figures estimate the additional prepaid expenses and other additional costs and expenses that you will incur in developing and operating the Restaurant, including Restaurant management salaries, during the initial 3 months of operation (other than the items identified separately in the table). These figures are estimates, and we cannot guarantee you will not have additional expenses starting the business. You might need additional working capital during the first 3 months you operate your Restaurant and for a longer period after that. When your Restaurant opens you must have a minimum of \$30,000 in immediately accessible working capital funds to use solely to defray the costs of operating the Restaurant for the initial months.
- (14) Total estimated initial investment. We have used our affiliate's experience in developing a BWW-GO Restaurant and our affiliates' many years of experience in franchising other quick service restaurants to prepare the estimate for additional funds and other estimates in this table. ~~You should review these figures carefully with a business advisor, your accountant and/or your attorney before deciding to acquire the franchise.~~ The estimate does not include any finance charge, interest, or debt service obligation. ~~You should allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing and local market conditions, which can be highly variable.~~ Except for the grand opening advertising

expenses, and the lease security deposit and utility deposits which typically are refundable if you comply with the lease's and utility agreement's terms, none of the payments is likely to be refundable, although this may depend on your negotiations with others. Neither we nor our affiliates offer financing for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan.

- (15) Multi-Brand Locations. If we permit you to develop a BWW-GO Restaurant at a Multi-Brand Location, you may incur additional expenses to establish the Other Restaurant(s), including initial franchise fee, initial training program, computer system, signage, fixtures, furniture, equipment, initial inventory, and other expenses. You will find the build costs and other costs to establish each applicable Other Restaurant(s) in the Other Franchisor's franchise disclosure document. You may pay less than the cumulative total estimated initial investments for both a BWW-GO Restaurant and Other Restaurant if certain expenses, such as rent and insurance, overlap.
- (16) Development fee. We describe the development fee in Item 5. The low end assumes you agree to develop 5 BWW-GO Restaurants, and the high end assumes you agree to develop 10 BWW-GO Restaurants.
- (17) Estimated initial investment for first restaurant. For each BWW-GO Restaurant that you develop under an Area Development Agreement, you will execute a Franchise Agreement and incur the initial investment expenses for the development of a single BWW-GO Restaurant as described in the first table of this Item 7. This estimate only includes a range of \$15,000 to \$30,000 for the initial franchise fee since \$15,000 of the development fee will be applied towards the initial franchise fee for each BWW-GO Restaurant that you develop under the Area Development Agreement. Your initial investment for your second and subsequent BWW-GO Restaurants likely will be higher than the estimates listed in the table for your first Restaurant due to inflation and other economic factors that may vary over time.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure a uniform image and uniform quality of products and services throughout the BWW-GO Restaurant network, you must maintain and comply with our quality standards and specifications, as we periodically modify them. Our standards may regulate, among other things, the equipment and other products and services you use to operate the Restaurant, designated or approved suppliers (including manufacturers and distributors) of these items, and required or authorized Menu Items and services your Restaurant offers. We issue and modify standards and specifications based on our, our affiliates' and our franchisees' experience in operating and franchising BWW-GO Restaurants and similar restaurants. We will notify you in our manuals, on our extranet, or in other written communications of our standards and specifications and the names of some of our designated and approved suppliers. We also provide our relevant standards and specifications to approved suppliers. We and our affiliates may retain these payments and consideration and use them without restriction for any purposes that we or they deem appropriate.

Our affiliate has contracted with a technology provider to provide franchisees a technology-based learning management system, and franchisees must participate in the arrangement with that provider. Our affiliate may also provide POS system services and accounting services to franchisees and Cooperatives. In addition, our affiliate provides optional contactless texting and payment services to franchisees. Otherwise, neither we nor our affiliates are approved suppliers or the only approved suppliers for any category of goods and services for BWW-GO Restaurants. For the fiscal year ended December ~~129, 2023~~2024, our affiliates received approximately ~~\$4,755.00~~26,325.00 in revenue from providing these services. Except for this amount, neither we nor our affiliates received any revenue during our ~~2022~~2024 fiscal year from selling products or services to BWW-GO franchisees. We or our affiliates may periodically make available to you or require you to purchase goods, products and/or services for you in your Restaurant on the sale of which and our affiliates may make a profit. You will pay the then current price in effect for all purchases you make from us or an affiliate.

Although you are not required to purchase or lease real estate from us or our affiliates, you may only operate the Restaurant from an Authorized Location that we accept. We also have the right, but not the obligation, to review and to approve or disapprove any lease for the Restaurant's premises. You and the landlord must sign the form of Lease Addendum attached to the Franchise Agreement. [You and your landlord must also sign the Option to Assume Lease that is attached to the Franchise Agreement.](#)

You must construct and equip your Restaurant according to our approved designs, specifications and standards. [At your option, our affiliates also may provide site and kitchen layout design services.](#) You must provide us for our approval purposed building plans for your Restaurant in the form that we reasonably specify. You may not start constructing the Restaurant until you have received our written approval of your building plans. Our review is limited to evaluating your compliance with our design requirements and the Franchise Agreement's other requirements. You also must retain the services of an architect that we approve and a general contractor that we approve, and 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 we periodically specify in the manuals for a BWW-GO Restaurant (including requirements for dimensions, exterior design, materials, interior design and layout, Computer System (defined below) and other equipment, fixtures, furniture, signs and decorating). You must make all changes to our approved building plans and any replacement, reconstruction, addition or modification in the building, interior or exterior decor or image, equipment or signage of the Restaurant according to our specifications. You may not start any replacement, reconstruction, addition or modification until you have received our written consent to your revised plans. You also must 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. You must ensure that your building plans comply with the Americans with Disabilities Act and all other federal, state and local laws.

The outdoor signage at your Restaurant must comply with our then current specifications, which we may periodically change due to modifications to the System, including changes to the Trademarks. You must make the changes to the outdoor signage as we require within 90 days after the date of our notice. You also must purchase and use any computer system that we develop or select for the Restaurant, including all future updates, supplements and modifications that we periodically specify (the "Computer System"). The Computer System includes all computing equipment, accessories, hardware, software and other information technology used in the operation of the

Restaurant, including point-of-sale (POS) terminals and back office programs used to record, analyze and report sales, inventory, tax and other operational information.

You must only use the inventory, equipment, fixtures, furnishings, signs, advertising materials, trademarked items and novelties, and other products and services relating to the design, construction and operation of the Restaurant that we periodically specify and that meet our standards and specifications, as we periodically amend them. Although we do not do so for all of these products and services, we have the right to require you to purchase these products and services only from the manufacturer, distributor and/or supplier that we periodically designate or approve. We may implement and periodically modify our approved supplier criteria. Some of these products and services may only be available from one source, and we or our affiliates may be that source. Currently, you must acquire certain construction-related services, equipment (including the POS system and related services and online ordering solution), Restaurant signage, smallwares, sports programming, food and beverage products, uniforms and other branded merchandise, and gift and stored value cards, checks and similar items and services, only from our designated suppliers and/or distributors. For some items and services, you must sign contracts with third party suppliers in the form that we or they specify, including the then-current form of agreement to participate in the gift card program. Checkmate.com, Inc. is a vendor we recommend for ordering platform and point-of-sale integration services and related technologies for franchised BWW-GO Restaurants. Inspire Brands owns an interest in this vendor, and some of our officers own interests in Inspire Brands. ~~Otherwise~~ [Except for interests our officers may hold in Inspire Brands and its subsidiaries](#), there is no approved or recommended supplier in which any of our officers owns an interest.

You must notify us in writing if you want to offer for sale at the Restaurant any brand of product, or to use in the operation of the Restaurant any brand of food ingredient or other material, item or supply, that we have not then approved, or to purchase any product from a supplier that we have not designated as an approved supplier. At our request, you must submit samples and other information we require for testing or to otherwise determine whether the product, material or supply or the proposed supplier meets our specifications and quality standards. We evaluate proposed suppliers based on their ability to provide services or to make products that conform and adhere to our specifications and quality standards, their willingness and ability to maintain the confidentiality of our information, their production and delivery capability, their financial condition and insurance coverage, and their ability to provide the product and/or service on a national basis. We typically will notify you of supplier approval or disapproval within 60 to 90 days after we receive all the information and samples we request. You must pay all costs of the inspection and evaluation and the actual cost of the test. We also may require the supplier to sign a supplier agreement. We may re-inspect the facilities and re-evaluate products of any supplier or item and revoke our approval of any supplier or item that fails to continue to meet any of our criteria. We will send written notice to the supplier if we revoke our approval of an approved supplier or item.

You must engage in catering and delivery from your Restaurant according to the standards and specifications that we periodically specify. At our option, you must use only the vendors and programs that we periodically specify or approve. You may not establish another outlet or property (other than the Authorized Location) for use in providing catering or delivery service and may not provide catering or delivery service to customers at Non-Traditional Locations without our prior written consent. You must maintain (or ensure that a third party service provider maintains) the condition and appearance of, and performs maintenance for, vehicles, serveware and equipment used in providing catering and delivery services according to our standards and specifications.

You must purchase and maintain in full force and effect, at your expense and from ~~a company~~an insurer with a minimum A.M. Best Rating of A-VII that we (at our option) accept, the insurance that we periodically specify, in addition to any insurance required by applicable law or by your lease or sublease. Your insurance policy or policies must meet our standards and specifications (including minimum coverage amounts), and, at a minimum, currently must include the following coverages: (i) property insurance on the Restaurant, its improvements and all fixtures, equipment, supplies and other property used in the operation of the Restaurant ~~(minimum coverage must cover the full and, if applicable, coverage for construction of leasehold improvements or a stand-alone Builders Risk policy at 100% replacement value of building leasehold improvements, furniture, fixtures and equipment)~~with no coinsurance; (ii) business interruption insurance that covers your loss of income and our Royalty Fees ~~(minimum coverage must cover at least 12 months loss of income);~~ (iii) comprehensive; (iii) commercial general liability insurance, ~~(including umbrella liability (minimum coverage must include \$5,000,000 per occurrence and \$6,000,000 annual aggregate);~~ (iv) automobile liability insurance on all owned, hired, rented and non-owned vehicles ~~(minimum coverage must include \$5,000,000 per occurrence);~~ and (v) workers' compensation and employer's liability insurance covering all of your employees ~~(minimum coverage must satisfy applicable state law requirements)~~. Although not currently required, we strongly recommend that you consider the following insurance coverage typically found in restaurant operations: back-up of sewer & drain; cyber liability; earthquake; employee benefit liability; ~~employee dishonesty~~crime insurance; employment practices liability; flood; food-borne illness-trade name restoration; product recall- first party, third party and third party recall liability; food contamination-loss of income; food contamination-trade name restoration; interior & exterior glass & signs; machinery & equipment breakdown; ~~money & securities~~; terrorism-property, auto and liability; and utility interruption-loss of income, and that you include mental injuries & loss of services in the ~~umbrella's~~general liability and umbrella insurance policy's definition of "Bodily Injury." In addition, the required liability insurance must name us, our ~~owners~~parents, and our affiliates as additional insureds, provide ~~severability of interests and/or~~ separation of insureds coverage, and be primary and non-contributory with any insurance that we and our affiliates maintain. The required property insurance must name us, our parents, and our affiliates as loss payees as our and their respective interests appear, and all policies must comply with our subrogation requirements. We may periodically modify the required minimum limits and require additional insurance coverages as conditions require to reflect changes in relevant circumstances, industry standards, experiences in the BWV-GO Restaurant network, standards of liability and higher damage awards. You must send us (or our designee) at commencement and thereafter annually or at our request a proper certificate evidencing your compliance with our insurance requirements. At our request, you must provide us with complete copies of all policies and/or loss data. If you do not obtain and maintain the required insurance coverage, we have the right, but not the obligation, to obtain insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. ~~Although we require certain insurance coverage and have recommended other coverages, we do not represent or guarantee that the required or recommended insurance is adequate to fully protect your assets.~~ You should consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, you may need for you and your Restaurant.

Except as described in this Item 8, you currently are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, real estate or comparable items related to establishing or operating the franchised business from us, our affiliates, or our approved suppliers. We and our affiliates reserve the right to receive payments or other

consideration from distributors, suppliers and manufacturers arising from your purchase of goods, products and services as described in this Item 8, and from any future purchase of any goods, products or services.

During our ~~2023~~2024 fiscal year, we and our affiliates received a total of \$~~45,327~~95,753 from suppliers of certain food products based on franchisees' purchases from those suppliers. Further, as part of our national philanthropic initiative in which all BWG-GO Restaurants must participate, we currently receive a \$1.00 rebate based upon those sports bars' purchases of featured Menu Items (including sauce and seasoning bottles), and we then donate those funds to the Buffalo Wild Wings Foundation. In addition, we and our affiliates may receive payments from some suppliers that are contributed to the Brand Fund. These payments may be percentage payments based on sales to franchisees, lump sums, reimbursements, or other similar types of payment. During our ~~2023~~2024 fiscal year, we did not deposit any supplier contributions into the Brand Fund.

There currently are no purchasing or distribution cooperatives in the BWG-GO Restaurant network. We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees but not on behalf of individual franchisees. We do not provide material benefits (for example, renewal or granting additional franchises) to you based on your purchase of particular products or services or use of particular suppliers. Collectively, the purchases and leases that you must make from us or our affiliates, from designated or approved suppliers, or under our standards and specifications represent almost 100% of your purchases and leases to establish, and almost 100% of your purchases and leases to operate, the Restaurant.

You must obtain our acceptance of each site for a BWG-GO Restaurant. Otherwise, the Area Development Agreement does not require you to buy or lease from us or designated or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items to establish or operate the business under the Area Development Agreement. However, you must follow our requirements under the Franchise Agreement for each BWG-GO Restaurant you develop.

Multi-Brand Locations

If we and you enter into the Multi-Brand Addendum and you operate your Restaurant at a Multi-Brand Location, we, at our option, may modify any of the terms of the System applicable to the Restaurant, including any system standards, the layout and design requirements, the products and services offered, any mandatory or optional advertising, marketing and promotional programs, required equipment or products, required hours of operation, personnel training and staffing requirements, and other standards, specifications and requirements, in a manner that is different from the manner in which those terms apply to other BWG-GO Restaurants, to reflect the Restaurant's status as a Multi-Brand Location. If you operate your Restaurant at a Multi-Brand Location, you must comply with all of these modifications.

If we permit you to operate your Restaurant at a Multi-Brand Location, (i) you must use paper products and other items bearing the Trademarks only at the Restaurant and with products served by the Restaurant, and you (or your affiliate) may not use them at the Other Restaurant or with products served by the Other Restaurant; (ii) you must ensure that all employees providing services to customers of the Restaurant wear uniforms that are distinct from the uniforms and/or other apparel worn by the employees providing services to customers of the Other Restaurants; and (iii) you may

be required to purchase or lease certain goods and services for each Other Restaurant from approved or designated suppliers (which may be the applicable Other Franchisor or its affiliate). You can find additional information in each Other Franchisor's franchise disclosure document.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement*	Disclosure Document Item
a.	Site selection and acquisition/lease	2.A and 5.A of FA; 4.B of ADA	7 and 11
b.	Pre-opening purchases/leases	5.A, 5.F, and 6.B-6.D of FA	5, 7, 8 and 11
c.	Site development and other pre-opening requirements	5.A-5.C of FA; 2 and 4 of ADA; 4(d) of MBA	7, 8 and 11
d.	Initial and ongoing training	7 of FA; 6.D of ADA; 5 of MBA	5, 6 and 11
e.	Opening	5.A-5.C and 8.G of FA; 4 of ADA	5 and 11
f.	Fees	4.B, 6.C, 6.G, 7.B, 7.C, 8.A, 8.C, 8.D, 8.E, 8.G, 9, 10.B, 10.C, 11.E, 12.D and 14.A of FA; 3, 4.B, 7.B, 7.C, 8.C and 11.A of ADA	5, 6 and 7
g.	Compliance with standards and policies/Operations Manual	5, 6, 7, 8.B and 9.G of FA; 4 and 6.A of ADA; 4(e)-(g) and 5 of MBA	6, 7, 8, 11 and 16
h.	Trademarks and proprietary information	3, 6.J, 6.P, 14.B and 14.C of FA; 2.F and 6.B of ADA	13 and 14
i.	Restrictions on products/services offered	6.A-6.C, 6.E and 6.K of FA	8, 11, and 16
j.	Warranty and customer services requirements	6.I and 6.K of FA	6 and 11
k.	Territorial development and sales quotas	2.A of FA; 4 of ADA	11 and 12
l.	Ongoing product/service purchases	6 of FA	6 and 8
m.	Maintenance, appearance and remodeling requirements	5.D-5.F and 6.I of FA; 4(a) and 7 of MBA	8 and 11
n.	Insurance	10.C of FA	6, 7 and 8
o.	Advertising	8 of FA	6, 7 and 11
p.	Indemnification	10.B of FA and 11.A of ADA	6

	Obligation	Section in Agreement*	Disclosure Document Item
q.	Owner's participation/management/staffing	1.A, 1.F, 7.A and 7.E of FA	11 and 15
r.	Records/reports	9.G and 9.H of FA; 4(g) of MBA	N/A
s.	Inspections/audits	6.G and 9.H of FA; 6 of MBA	6 and 11
t.	Transfer	11 of FA; 7 of ADA; 8(b) of MBA	6 and 17
u.	Renewal	4.B of FA; 3 of MBA	6 and 17
v.	Post-termination obligations	14 of FA; 10 of ADA; 8(d) of MBA	17
w.	Non-competition covenants	10.D of FA	17
x.	Dispute resolution	12 of FA; 8 of ADA	17

* "FA" means the Franchise Agreement, "ADA" means the Area Development Agreement, and "MBA" means the Multi-Brand Addendum.

ITEM 10 **FINANCING**

We do not offer direct or indirect financing. We do not guaranty your note, lease, or obligation.

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

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

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

1. Accept a site for your Restaurant that meets our requirements. We describe our site selection assistance below. (Franchise Agreement, Section 5.A and Area Development Agreement, Section 4.B)
2. Provide design requirements and approve your building plans for your Restaurant if they meet our requirements. (Franchise Agreement, Section 5.B) [At your option, our affiliates also may provide certain site and kitchen layout design services.](#)
3. Provide you with either a written or electronic copy of the manuals, or electronic access to the manuals, which may include audio, video, pictures, presentation materials, computer software, electronic media, written materials, written directives, email and other electronic communications, or any other medium capable of conveying the contents of the manuals (as we periodically modify them). The manuals detail the specifications and procedures relating to the operation of the Restaurant (Franchise Agreement, Section 6.I). The following table identifies the subjects

covered in the manuals' written materials and the number of pages devoted to each subject:

Manual Section	Pages
Ops Systems, Tools and Processes	22 23
Food & Beverage Processes	72
Safety & Sanitation	40 41
TOTAL:	134 136

4. Provide guidance and assistance on the construction, decoration, development and opening of your Restaurant. We describe this assistance and your obligations later in this Item. (Franchise Agreement, Sections 5.A and 5.B and Area Development Agreement, Section 4.B)
5. Provide the initial training programs described later in this Item. (Franchise Agreement, Section 7 and Area Development Agreement Section 6.D)
6. Provide specifications and names of approved suppliers for equipment, signs, fixtures, opening inventory, supplies and related materials. We do not provide items directly but will provide the names of approved suppliers for some items and written specifications for some items. We do not deliver or install these items. (Franchise Agreement, Section 6)

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

1. Maintain the Brand Fund described later in this Item. (Franchise Agreement, Section 8.A)
2. Approve all advertising and promotional materials that meet our requirements. (Franchise Agreement, Section 8)
3. Provide updates to the approved suppliers and approved supplies. (Franchise Agreement, Section 6.C)
4. Make periodic visits to your Restaurant as we reasonably determine to be necessary to provide evaluations and to ascertain if you are complying with the Franchise Agreement. (Franchise Agreement, Section 6.G)
5. Provide refresher training courses as we determine necessary, as described later in this Item. Training may include the use of multi-media such as e-learning, videos, or simulations. You must acquire an electronic device such as a laptop or tablet to access these materials and complete courses as required. (Franchise Agreement, Section 7.C and Area Development Agreement Section 6.D)

Except as described above or elsewhere in this Item 11, we have no obligation to provide you with assistance in developing products or services you will offer to your customers, hiring and training your employees, improving and developing the franchised business, establishing pricing, establishing

and using administrative, bookkeeping, accounting, and inventory control procedures; or resolving operating problems you may encounter.

Our Obligations Under the Area Development Agreement

If you sign an Area Development Agreement, you will sign the initial Franchise Agreement in the Development Schedule when you sign the Area Development Agreement. We will determine whether to accept or reject proposed sites based on our then current standards for site selection. If you comply with the Area Development Agreement and our then current development policies, and we have accepted your proposed site for a new BWW-GO Restaurant, then we will issue a Franchise Agreement for that Restaurant at that site. You (or a Developer Subsidiary) and we must sign our then current form of Franchise Agreement for the proposed Restaurant. We may periodically modify the then current form of Franchise Agreement and it may be different from the current form of Franchise Agreement, including different fees and obligations. (Area Development Agreement, Section 4.B)

Site Selection and Lease

You must comply with our development policies, as we periodically modify them, for each proposed site for a BWW-GO Restaurant. If you sign the Area Development Agreement, then you may look for sites within the Development Territory. Our development policies include sending us a complete site report (containing such demographic, commercial, market and other information and photographs as we may periodically specify) for each proposed site, and information on your (or your Developer Subsidiary's) financial and operational ability to develop and operate the proposed Restaurant, along with sending us information necessary to complete each Franchise Agreement, all on the schedule we periodically specify.

If you will develop a Restaurant under a Franchise Agreement without signing an Area Development Agreement, you must already have identified the premises from which you will develop and operate the Restaurant. If you sign the Area Development Agreement, then you must receive our written acceptance of your proposed site for each Restaurant to be developed under the Area Development Agreement before we will issue a Franchise Agreement for each such Restaurant. We will not unreasonably withhold acceptance of a proposed site. In reviewing any proposed site, we will consider the matters we deem material, including demographic characteristics of the proposed site, traffic patterns, competition, the proximity to other businesses, the nature of other businesses near the site, and other commercial characteristics (including the purchase or lease obligations for the proposed site) and the size of premises, appearance and other physical characteristics. Generally, within 45 to 60 days after you submit all required information, we will notify you in writing whether or not we have any objections to the site you proposed. You may not develop a Restaurant at any site unless we have communicated our acceptance of the site in writing. Our acceptance of the site simply means that the site meets our then current site selection standards or guidelines.

We generally do not own sites and lease them to franchisees, lease sites and sublease them to franchisees, or select sites for franchisees. If you do not open the Restaurant on or before the deadline in the Franchise Agreement or Development Schedule, we may terminate your Franchise Agreement or Area Development Agreement.

If you plan to sign any type of lease for the Restaurant's premises, you and your landlord must sign the Lease Addendum attached to the Franchise Agreement. You may not change the Lease Addendum form without our approval. You must provide us a copy of the executed lease and Lease Addendum, and any amendments to the lease signed after its effective date, within 5 days after signing. You must sign, and provide us an executed copy of, your lease (including an executed copy of the Lease Addendum) or the purchase agreement for the site within 30 days after the Franchise Agreement's effective date. If you fail to sign the lease or the purchase agreement by these deadlines, we may terminate the Franchise Agreement. (Franchise Agreement, Sections 2.A and 5.A and Area Development Agreement, Section 4.B)

Construction and Opening Your Restaurant

The typical length of time between the signing of the Franchise Agreement, which is the first payment of any consideration for the franchise, and the opening of your Restaurant is approximately 8 to 15 months. Factors that may impact this length of time may include your ability to prepare a site survey, arrange leasing and financing, make leasehold improvements, install fixtures, equipment, and signs, decorate the Restaurant, meet local requirements, obtain inventory, and similar factors.

You must construct and equip the Restaurant according to our specifications and standards pertaining to equipment, inventory, signage, fixtures, furnishings, trade dress and design and layout of the Authorized Location. You must provide us for our approval proposed building plans for your Restaurant in the form that we reasonably specify. You may not start construction of the Restaurant until you have received our written approval of your building plans. Our review is limited to evaluating your compliance with our design requirements and the Franchise Agreement's other requirements.

Promptly after obtaining a fully-executed lease for the Restaurant, you must: (i) retain the services of an architect and general contractor that we approve; (ii) have prepared and submitted for our approval a site survey and basic architectural plans and specifications consistent with our requirements; (iii) purchase or lease and then, in constructing the Restaurant, use only the approved building materials, equipment, fixtures, audio visual equipment, furniture and signs; (iv) complete the construction and/or remodeling, equipment, fixtures, furniture and sign installation and decorating of the Restaurant in compliance with plans and specifications we approve and all applicable ordinances, building codes and permit requirements without any unauthorized alterations; (v) obtain all required zoning changes and all customary contractors' sworn statements and partial and final waivers; and (vi) obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including the Americans With Disabilities Act.

You must begin substantial construction (site work, utility infrastructure and building erection) of the Restaurant at least 100 days before the required opening date listed in an Appendix to the Franchise Agreement (the "Required Open Date") if the Restaurant is in a new free standing location or at least 75 days before the Required Open Date if the Restaurant is in a non-free standing location or a conversion of an existing free-standing building. We may require you to provide us weekly development and construction progress reports in the form we designate from the date you begin construction until the date you open the Restaurant. In addition, on or before the deadlines to start construction you must submit to us, if requested, executed copies of any loan documents and any other document that proves that you have secured adequate financing to complete the construction of

the Restaurant by the Required Open Date. If you fail to begin construction or to secure financing by these deadlines, we may terminate the Franchise Agreement.

You must open and begin operating the Restaurant by the Required Open Date. You may not open the Restaurant until: (1) you have properly developed and equipped the Restaurant according to our standards and specifications and in compliance with all applicable laws and regulations; (2) the Restaurant's personnel have completed all pre-opening training to our satisfaction; (3) you have given us evidence of required insurance coverage and payment of premiums and a copy of the fully-signed lease; and (4) if we (at our sole option) require, we have conducted a pre-opening inspection and/or have certified the Restaurant for opening. Our determination that you have met our pre-opening requirements is not a waiver of your non-compliance or of our right to demand full compliance with the Franchise Agreement. If you fail to begin operations by the Required Open Date, we may terminate the Franchise Agreement. If we permit you to operate the Restaurant at a Multi-Brand Location, you may not open and begin operating the Restaurant unless the Other Restaurant is also open and in operation.

If we permit you to operate the Restaurant at a Multi-Brand Location, you must design and construct, and/or make modifications to the Restaurants layout, design, equipment and fixtures that we periodically specify to reflect the Restaurant's operation at a Multi-Brand Location. You must notify customers, and the design and layout must reflect, in the manner we periodically specify that the operation of the Other Restaurant(s) is separate from and independent from the Restaurant. At our option, you may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Restaurant or only for the business associated with the Other Restaurants.

If you sign the Area Development Agreement, you must open and begin operating each of the BWW-GO Restaurants according to the Development Schedule in the Area Development Agreement. If you fail to comply with the Development Schedule, we may terminate the Area Development Agreement. The intervals for opening individual Restaurants depend upon the negotiated Development Schedule and are generally about 12 months per Restaurant, but we may accelerate these timelines to reflect the incentive programs that we currently offer. The timelines in the Development Schedule supersede Franchise Agreement timelines and may be shorter than the timelines described in the Franchise Agreement. (Franchise Agreement, Sections 5.A, 5.B and 5.C; Area Development Agreement, Sections 4.A and 4.B; and Multi-Brand Addendum, Sections 4(a) and 4(b))

Maintenance and Remodel

You must maintain and refresh the building, equipment, fixtures, furnishings, signage and trade dress (including the interior and exterior appearance) of your Restaurant in accordance with the requirements we periodically establish and any of our reasonable schedules prepared based upon our representatives' evaluations of the premises. You must make the maintenance updates we designate within 30 to 45 days (as we determine depending on the work needed) after you receive any particular report prepared after an evaluation. If, however, any condition presents a threat to customers or public health or safety, you must effect the items of maintenance immediately.

If the term of the Franchise Agreement is 20 years, on or before the date that is 10 years after the Restaurant first opens for business, you must remodel the Restaurant and comply with our then

current requirements for modernization of the Restaurant and/or replace the building, premises, trade dress, and equipment as may be necessary for your Restaurant to conform to the standards then applicable to new BWW-GO Restaurants.

Advertising and Marketing

New Restaurant Opening Promotion

You must conduct certain advertising, marketing and public relations activities relating to the opening of your Restaurant. You must spend at least \$15,000 for these opening activities during the time between 45 days before and 60 days after the Restaurant opens. You also must perform these opening advertising and promotions every time that you relocate the Restaurant or 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. (Franchise Agreement, Section 8.G) If you are developing a Restaurant at a Non-Traditional Location, you are not required to conduct any opening advertising or promotional activities. (Non-Traditional Rider to the Franchise Agreement, Section 10)

Brand Fund

We administer and control a marketing and brand fund (the “Brand Fund”) for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for all or a group of BWW-GO Restaurants that we periodically deem appropriate. You must pay us, via electronic funds transfer or another payment method we specify and together with each payment of the Royalty Fee, a contribution to the Brand Fund in an amount that we periodically specify, subject to the Marketing Spending Requirement. We and our affiliates will contribute to the Brand Fund on behalf of the BWW-GO Restaurants that we or they own (except for BWW-GO Restaurants at Non-Traditional Locations) at the same rate as similarly situated franchised BWW-GO Restaurants in the same local marketing area. Other BWW-GO Restaurants may contribute to the Brand Fund at different rates based on factors that we deem relevant in our sole judgment. If you are developing a Restaurant at a Non-Traditional Location, you are not required to participate in the Marketing Spending Requirement and instead you currently must pay us a Brand Fund contribution equal to 1.5% of your Restaurant’s Gross Sales to be deposited into the Brand Fund. (Non-Traditional Rider to the Franchise Agreement, Section 9 and Section 10)

We will designate and direct all programs that the Brand Fund finances, with sole control over the creative and business concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Brand Fund may pay for preparing, producing and placing video, audio and written materials, electronic media and Social Media (defined below); developing, maintaining and administering technologies that promote or support BWW-GO Restaurants or their operations, including one or more websites, mobile applications, e-commerce and other online sales programs, customer incentive and retention programs, and other technologies used to reach customers or potential customers or to facilitate sales or delivery to customers; any marketing or other research and development, including product and food research, development and training materials related to accurately promoting or producing food and other products, menus and menu designs, sponsorships, marketing meetings and sales incentives; administering national, regional, multi-regional and local marketing, advertising, promotional and customer relationship management programs, including purchasing trade journal, Internet and other media advertising and using advertising, promotion and

marketing agencies and other advisors to provide assistance; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The Brand Fund may place advertising or other programs in any media, including print, radio, television and electronic, on a local, regional or national basis. Our in-house staff, national or regional advertising agencies, and/or other contractors may produce advertising, marketing, promotional and other Brand Fund programs and materials. The Brand Fund also may reimburse BWW-GO Restaurant operators (including us and our affiliates) for expenditures consistent with the Brand Fund's purposes that we periodically specify. We also may implement programs that could be financed by the Brand Fund, but choose to have them financed through other means, such as direct payments by you and other participating BWW-GO Restaurant operators.

We will account for the Brand Fund separately from our other funds and not use the Brand Fund to pay any of our general operating expenses, except to compensate us and our affiliates for the reasonable salaries, administrative costs, travel expenses, overhead and other costs we and they incur for activities performed for the Brand Fund and its programs, including conducting market research, preparing advertising and marketing materials, maintaining and administering the BWW-GO Restaurant website and/or Social Media, developing technologies to be used by the Brand Fund or its programs, collecting and accounting for Brand Fund contributions, and paying taxes on contributions. We currently do not intend to use any Brand Fund contributions principally to solicit new franchise sales, although we may do so in the future, and part of the BWW-GO Restaurant system website is devoted to franchise sales. The Brand Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Brand Fund or any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets.

We will prepare an annual, unaudited statement of Brand Fund collections and expenses and give you the statement upon written request. We may have the Brand Fund audited periodically at the Brand Fund's expense by an independent accountant we select. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified here.

We intend the Brand Fund to maximize recognition of the Trademarks and patronage of BWW-GO Restaurants. Although we will try to use the Brand Fund to develop and/or implement advertising and marketing materials and programs and for other uses (consistent with this Item 11) that will benefit all or certain contributing BWW-GO Restaurants, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund contributions from BWW-GO Restaurants operating in that geographic area, or that any BWW-GO Restaurant benefits directly or in proportion to the Brand Fund contributions that it makes. We have no obligation to make any advertising expenditures (from the Brand Fund or otherwise) in your geographic area or Designated Area. We have the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect Brand Fund contributions. We also may forgive, waive, settle and compromise all claims by or against the Brand Fund. Except as expressly provided here, we assume no direct or indirect liability or obligation to you for maintaining, directing or administering the Brand Fund.

BWW-GO Restaurants currently are marketed to the public as part of the combined network of locations under the Buffalo Wild Wings® brand, together with Buffalo Wild Wings Sports Bars, and certain advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials that are designed to benefit either the BWW-GO Restaurant network or the Buffalo Wild Wings Sports Bar network can also serve to benefit the other network and promote the Buffalo Wild Wings® brand and the Trademarks (the “Combined Brand Programs”). We currently maintain a separate advertising, marketing and promotion fund to which Buffalo Wild Wings Sports Bar owners (including us and our affiliates) contribute (the “Sports Bar Fund”). The Sports Bar Fund may pay for some Combined Brand Programs that could (with or without modification) be used by or to benefit BWW-GO Restaurants, and the Brand Fund may pay for some Combined Brand Programs that could (with or without modification) be used by or to benefit Buffalo Wild Wings Sports Bars. We may allocate costs for Combined Brand Programs between the Sports Bar Fund and Brand Fund, or between some or all Buffalo Wild Wings Sports Bar operators and some or all BWW-GO Restaurant operators, on any reasonable basis that we determine in good faith and may periodically change the allocation methods. Our allocation of these costs and expenditures is final. We also may, at our option, merge or otherwise combine (and, once combined, separate) the Sports Bar Fund and the Brand Fund and their operations as we deem appropriate.

During our ~~2023~~2024 fiscal year, the Brand Fund paid 100% of contributions to the Sports Bar Fund to fund Combined Brand Programs and initiatives that benefitted both the contributing BWW-GO Restaurants and Buffalo Wild Wings Sports Bars. During our ~~2023~~2024 fiscal year, the Sports Bar Fund spent (on all of its programs, not just the Combined Brand Programs) ~~62~~65% of its expenditures on media placement, 16% on printing and production costs, ~~7~~6% on agency fees, ~~5~~4% on general and administrative expenses, and ~~10~~9% for technology initiatives, including its website, customer personalized offers and rewards programs.

We may at any time defer or reduce a BWW-GO Restaurant operator’s contributions to the Brand Fund and, upon at least 30 days’ written notice to you, reduce or suspend Brand Fund contributions and/or operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will (at our option) either spend the remaining Brand Fund assets according to this Item 11 or distribute the unspent assets to BWW-GO Restaurant operators (including us and our affiliates, if applicable) then contributing to the Brand Fund in proportion to their contributions during the preceding 12-month period. There currently are no advertising councils of franchisees that advise us on advertising policies in the BWW-GO Restaurant network. (Franchise Agreement, Section 8.A)

Local Marketing

You must at your expense participate in the manner we periodically specify in all advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs that we periodically designate for the Restaurant. You must ensure that all of your advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials that you or your agents or representatives develop or implement relating to the Restaurant (collectively, “Local Marketing”) is completely clear, factual and not misleading, complies with all applicable laws and regulations, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify. If the Restaurant will be located a Non-Traditional Location, then you are not required to spend any additional amounts on local marketing or promotion activities. Before using them, you must send to us for our approval

descriptions and samples of all proposed Local Marketing that we have not prepared or previously approved within the previous 6 months. If you do not receive written notice of approval from us within 5 business days after we receive the materials, they are deemed disapproved. You may not conduct or use any Local Marketing that we have not approved or have disapproved. At our option, you must contract with one or more suppliers that we designate or approve to develop and/or implement Local Marketing. We assume no liability to you or any other party due to our specifying any programs or materials or our approval or disapproval of any Local Marketing.

You must issue, use and honor in the manner we periodically specify only the gift and stored value cards, checks and similar items that we periodically designate and otherwise participate in other promotions, including ~~any~~the Loyalty Program and any other or subsequent customer loyalty ~~programs and~~program(s), any promotions, and any procedures for resolving customer complaints, that we periodically specify.

We have developed a gift card program. You must sign the then-current form of agreement to participate in the gift card program operated by or through our approved suppliers (that may include us or our affiliates). When the Franchise Agreement terminates or expires, or you transfer your rights under the Franchise Agreement, you must pay all amounts you owe under the gift card program and any related agreements.

We have also developed the Loyalty Program. You must comply will all requirements of the Loyalty Program as we may periodically modify them. These requirements include supporting and participating in the Loyalty Program, maintaining sufficient funds in your account to enable the successful transfer of funds on a weekly basis, following required procedures for settlement of funds, and other matters we periodically determine.

Other than the gift card program and the Loyalty Program, you must not, internally or through a third party, participate in any other mobile or online ordering, purchasing or payment program or other proprietary, closed network, online stored value card program at or through a BWV-GO Restaurant.

You must spend the amount we periodically specify on approved Local Marketing for the Restaurant, subject to the Marketing Spending Requirement (the “Required Local Marketing Spend”). Upon our request, you must provide us with itemization and proof of marketing and an accounting of the amounts that you have spent for approved Local Marketing. We may require you periodically to prepare and submit to us for our approval a proposed Local Marketing plan that contemplates spending at least the Required Local Marketing Spend, and if we do you must implement the plan in the form that we approved it. We also may, at our option, require you to deposit the Required Local Marketing Spend with us in advance, on a schedule we periodically determine, and if we do you must follow our requirements to evidence your payment of approved Local Marketing expenditures and obtain reimbursement of those expenditures from the amounts you deposited with us. (Franchise Agreement, Sections 8.B and 8.C)

If we permit you to operate the Restaurant at a Multi-Brand Location, unless we otherwise specify or approve, none of the advertising, marketing or promotional materials associated with the Restaurant may reference any Other Restaurant or the brand(s) under which they operate. (Section 4.F of MBA)

Advertising Cooperatives and Local Marketing Groups

We may designate local advertising markets for BWW-GO Restaurants, and if we do, you must participate in and contribute to the Cooperative we establish for that market, unless if the Restaurant will be located at a Non-Traditional Location. We typically determine these local advertising markets based on our specific criteria for designated marketing areas, which are defined by Nielsen Corporation. If established, you must contribute the amount we periodically specify to the Cooperative, subject to the Marketing Spending Requirement. If, however, the Cooperative votes to require contributions that would (together with the Brand Fund contributions and required Local Marketing expenditures) exceed the Marketing Spending Requirement, you must contribute that amount. Each BWW-GO Restaurant, including those that we or our affiliates operate (except at Non-Traditional Locations), within a designated local advertising area is a member of the Cooperative and contributes to the Cooperative at the same rate, and each restaurant has one vote on all matters requiring a vote. Each Cooperative will adopt bylaws or other governing documents that we approve and which franchisees may review. You must comply with the terms of those governing documents. We or our affiliate (at our option) may administer the Cooperatives' funds and require payment from its members via electronic funds transfer to spend on behalf of the Cooperative and its members. Otherwise, each Cooperative's members are responsible for its administration. You or the Cooperative must pay our then current charges for any accounting, bookkeeping, administrative and other services we or our affiliate provides. At our option, each Cooperative must engage the services of a professional advertising agency or media buyer that we approve and that has expertise in the industry and in the particular market. Further, you must obtain our written approval of all Cooperative advertising, marketing and promotional materials, creative execution and media schedules and programs before their implementation. Each Cooperative will prepare annual financial statements and provide them to all members of the Cooperative and to us upon request. Also, each Cooperative must submit to us its meeting minutes upon our request. We may form, change, dissolve and merge Cooperatives. (Franchise Agreement, Section 8.D)

Websites

You must, at your expense, participate in the website on the internet, our intranet system and any other online communications as we may periodically require for the BWW-GO Restaurant network, which (at our sole option) may be combined with the website, intranet system or other online communications for the Buffalo Wild Wings Sports Bar network and/or any other concept. We will determine the content and use of our website, intranet system or other form of online communications and will periodically 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 other website or other form of online communications that markets, offers or sells goods and services for the Restaurant without our approval. We retain all rights relating to our website and intranet system, including all rights to the information and data that you and other visitors provide, and may alter or terminate our website or intranet system. (Franchise Agreement, Section 6.M)

Social Media

You must comply with our policies and requirements (as we periodically modify them) concerning blogs, common social networks like Facebook, professional networks like Linked-In, live-blogging tools like X (f/k/a Twitter), virtual worlds, file, audio and video sharing sites like TikTok, Pinterest and Instagram, and other similar social networking or media sites or tools (collectively,

“Social Media”) that in any way reference the Trademarks or involve the Restaurant. These policies may involve prohibitions on your or your representatives’ use of Social Media in relation to the Trademarks or the Restaurant. (Franchise Agreement, Section 8.F)

POS, Technology and Computer Systems

You must purchase and use the Computer System that we develop or select for the Restaurant, including all future updates, supplements and modifications that we periodically specify. The Computer System includes all computing equipment, accessories, hardware, software and other information technology used in the operation of the Restaurant, including POS terminals and back office programs used to record, analyze and report sales, inventory, tax and other operational information. The computer software package developed for use in the Restaurant may include proprietary software and/or other technology. We may require you to license the proprietary software and/or other technology, and/or purchase Computer System components and other related equipment and products, only from one of our affiliates or one or more third parties (at our option) and to pay licensing fees, user fees or technology fees and prices for components, equipment and other products that they determine. All rights in the software or other technology will remain with the licensor of the software or technology. The computer hardware and other components of the Computer System must conform to the specifications we periodically specify. We may designate a single source from whom you must purchase the Computer System and related support services, and that single source may be us or an affiliate. 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 secure high-speed broadband internet connection at our then current minimum bandwidth specification.

You must record all sales of your Restaurant on information systems that we have approved and report your Gross Sales daily through our Franchise Sales Automation (FSA) electronic data interface. The Computer System generates and stores sales, inventory, product usage, operational and tax information. The Computer System cost currently ranges from approximately \$11,000 to \$13,000. Franchisees must use the POS system we specify. You must purchase the designated POS system (hardware and software), and required ongoing maintenance and support, from a designated supplier. We estimate the current costs for annual recurring software and hardware maintenance, repairs, upgrades and updates for the POS System will range from \$2,000 to \$3,500 for each BWW-GO Restaurant. You also must participate in the integrated online ordering solution we designate and acquire the required equipment and software only from our designated supplier. The estimated costs for franchisees to participate in the online ordering program currently include a one-time estimated cost \$325 to \$600, as well as annual maintenance fees of \$920. Otherwise, neither we, our affiliate, nor any third party has any obligation to provide ongoing maintenance, repairs, upgrades or updates for the Computer System.

We may periodically designate changes or enhancements to the Computer System, including the POS terminals, computer hardware, POS file server, software, tablet technology, payment gateway technology and other equipment. You must install and begin using the required, changed or enhanced Computer System on the schedule we specify. We also may add new payment methods beyond traditional methods, including online payment, mobile order taking/payment, and table-side order and pay capabilities. Upon notice from us, you must invest in the technologies necessary to ensure the proper functioning of the new payment methods or other technology. This investment may

be related to costs for hardware, software, and related service and support. No contract limits the frequency or cost of your obligations.

We have unlimited, independent access to your Restaurant's Computer System and may retrieve, analyze, download and use all software, data and files generated or stored on the Computer System. You must store all data and information that we designate and report data and information in the manner we specify, including through our intranet, file exports, integration services or other online communications or services.

You must comply with the Payment Card Industry Data Security Standards ("PCI DSS"), as the Payment Card Industry Security Standards Council (or any successor or replacement organization we may specify) may periodically modify them, and the Fair and Accurate Credit Transactions Act ("FACTA") and other applicable laws regarding your use, handling and storage of personally identifiable information, credit card data and other data. You also must upgrade periodically your Computer System and related software, at your expense, to maintain compliance with PCI DSS, FACTA, and all related laws and regulations. You must notify us immediately if you are notified of or otherwise become aware of unauthorized access to one or more of your information technology systems or devices (including a credit card breach) related to the Restaurant or your business, and must cooperate with us and applicable authorities fully on any related investigation. Further, you must cooperate with us fully regarding media statements (if any) and other items related to managing any incident from a Trademark and System protection standpoint. (Franchise Agreement, Sections 6.D, 6.Q and 9.H)

Training

If the Restaurant under your Franchise Agreement is the first BWW-GO Restaurant that you or your affiliates open, you or one of your owners whom we approve must participate in our New Franchisee Orientation ("NFO"). The NFO is a brief overview of the BWW-GO Restaurant system and the support we provide under the Franchise Agreement. We plan to conduct the NFO at the Inspire Brands Support Center in Atlanta, Georgia [or in a virtual setting](#) once per quarter, but may conduct the program more or less often if required for new franchisees. The NFO consists of 1 to 2 days in a presentation or classroom setting. There are no specific subjects for the NFO, no instructional materials, and no tasks that you or your personnel must complete to our satisfaction. There is no cost for the NFO, but you must pay all travel and living expenses for you and your personnel.

You must, at your expense, comply with all of the training requirements we periodically specify for the Restaurant. Our current initial training program is called the Manager Fundamentals Learning Plan (the "MFLP"). We currently conduct the MFLP at the Inspire Brands Support Center, our affiliate's BWW-GO Restaurant in ~~Atlanta, Georgia~~ [Chicago, Illinois](#), or at other BWW-GO Nationally Certified Training Restaurants ("NCTRs") around the country. The MFLP is primarily designed to develop the technical operational skills necessary for the operation of a BWW-GO Restaurant. The Control Person, the Unit General Manager, and the Multi-Unit Operations Manager (if applicable) must attend training and complete the MFLP to our satisfaction before you open the Restaurant for business. You must appoint the Unit General Manager at least 60 days before the Restaurant first opens for business and ensure that the Unit General Manager is fully trained to our satisfaction at least 30 days before the Restaurant first opens for business. If you and your affiliates operate 5 or more BWW-GO Restaurants, you must appoint the Multi-Unit Operations Manager at

least 60 days before the Restaurant first opens for business and ensure that the Multi-Unit Operations Manager is fully trained to our satisfaction at least 30 days before the Restaurant first opens for business.

We plan to conduct the MFLP as often as required for BWG-GO Restaurant openings. The following table outlines the MFLP as of the date of this disclosure document:

TRAINING PROGRAM

	Subject	Hours Classroom Training	Hours On-the-Job Training	Location
Week 1: HOH & MOD Week Training Module	<u>Prerequisite: Manager Orientation (1 Day)</u> • Orientation • Manager Fundamentals Welcome • MOD Shadow • OSM Review Day 2 <u>Shift 1: Fryer and Station/Opening</u> Shadow <u>MOD</u> • <u>Fryer Station</u> • <u>Shortening Management</u> • MOD Opening Procedures <u>Shift 2: Fryer Station</u> <u>Validation/Opening MOD</u> • Fryer Position <u>Station: Hand-Breaded Chicken/Validation</u> • Shortening Management • <u>MOD Opening Procedures</u> Day <u>Shift 3: Hand-Breaded Chicken and Shake Station</u> <u>Validation/Closing</u> Shadow <u>MOD</u> • Shift Execution <u>Shake Station and Validation</u> • <u>Shortening Management</u> • MOD Closing Procedures • Hand breaded Chicken • Fryer Certification and filtering Day <u>Shift 4: Sake and Grill Station</u> <u>Validation/Closing</u> Procedures <u>MOD</u> • <u>Grill Station and Validation</u> • MOD Closing Procedures • Shake Position <u>Shortening Management</u> • <u>Validation</u> • Fryer Filtering	<u>2</u> 50	<u>38</u>	Atlanta, GA or a NCTR

	Subject	Hours Classroom Training	Hours On-the-Job Training	Location
Day 1 Week 2: Orientation Expo/Cashier Training Module	Day Shift 5: Grill Training and MOD Practice - Expo Position/Opening or MOD - Expo Position - MOD Opening Procedures Shift 6: Expo Position Validation/Opening MOD - Expo Position and Validation - MOD Opening Procedures - Guest Feedback and Recovery Shift 7: Cashier Position/Closing MOD - Cashier Position - MOD Closing Procedures - Grill Position Shift 8: Cashier Position Validation/Closing MOD - Cashier Position and Validation - MOD Closing Procedures - Aloha Management Functions	3	29	Atlanta, GA or a NCTR
	0			
	Subject	Hours Classroom Training	Hours On-the-Job Training	Location
Week 23: Front of House Training & MOD Validation MOD Training Module/ Certification	Day 6: Cashier Training & MOD Open Role Shift 9: Shift Leadership & Zone Management/Opening MOD - Shift Leadership & Zone Management - MOD Opening Procedures - Team Experience - Cashier Position Day 7: Cashier Shift 10: Shift Leadership & Zone Management Validation and Closing MOD Opening Validation - MOD Opening Shift Leadership & Zone Management Validation - Aloha for Managers - Cashier Position Day 8: Expo Training and MOD Close Role - MOD Closing Procedures Expo Position Shift 11: Closing MOD Validation - zHUB and The U Learning Hub Day 9: Expo Validation and MOD Close Validation - MOD Closing Validation - Inventory Management - Guest Experience zHUB Expo Training and Certification Day 10: Shift 12: Opening MOD Role - MOD Role Opening Procedures - Pest Management - Ecosure Shift 13: Opening MOD Validation - MOD Opening Validation - Manager Fundamentals Exam and Validation	02	5038	Atlanta, GA or a NCTR

	Subject	Hours Classroom Training	Hours On-the-Job Training	Location
Role Specific Training	3 – 5 Shifts based on specific role (Assistant Manager & General Manager)	1 – 3	23 – 39	Home Restaurant or NCTR
Role Specific 30/60/90 Day Plans	OJT Continuous Learning (Assistant Manager & General Manager)	4	30-60	Home Restaurant
30-Day Shift Manager Plan	OJT Continuous Learning (Shift Manager)	5	10-20	
TOTAL HOURS		17 – 19	168 – 224	

Rachel Richal, our Vice President ~~of~~, [Restaurant Experience and Training](#), oversees our training programs. Ms. Richal joined us in 2019 and held the positions of Director, Learning and Sr. Director of Learning and Team Member Activation. Previously she was Director of Training for TooJay's Deli and Restaurant overseeing the company's training and operations programs and new restaurant openings. She has a B.S. in Hospitality Management and over 20 years of restaurant experience in various roles in training and operations. Additional employees who have experience in some facet of the operation of a Buffalo Wild Wings Sports Bar (for example, opening, operations or systems management) will assist Ms. Richal with the development and administration of the training program. Instructional materials for the training programs are located on our intranet and online Learning Management System.

If the Restaurant is the first or second BWW-GO Restaurant that you or your affiliates operate, we will provide the MFLP to your Control Person, Unit General Manager, and additional personnel whom we approve. You must pay our then current training fee for each person who attends the MFLP (currently, \$2,500). If the Restaurant is the third or subsequent BWW-GO Restaurant that you or your affiliates operate, then you (or your affiliate) must provide the MFLP at your (or its) NCTR according to our standards and requirements. If the Restaurant is the third or subsequent BWW-GO Restaurant that you or your affiliates operate and you or your affiliate does not then have an NCTR, or if we otherwise provide the initial training program for any Restaurant personnel, including the Multi-Unit Operations Manager (if applicable), then you must pay our then current training fee (currently \$5,000) for each person. You also must pay all of your and your personnel's travel, living and other expenses and compensation incurred in attending any training programs. Should your Control Person or Unit General Manager fail to successfully complete our training requirements, we may require that you appoint a new Control Person or Unit General Manager who meets our standards and qualifications within 30 days. That new Control Person or Unit General Manager must attend and successfully complete our training requirements immediately after you appoint him or her.

On or before the opening date for the third BWW-GO Restaurant that you (or your affiliates) operate, you must complete (or cause your affiliate to complete) to our satisfaction the necessary brand standards training, attain the minimum benchmarks, and complete the other tasks that we then specify in order for us to designate one of your (or your affiliate's) BWW-GO Restaurants as a NCTR and that Restaurant's Unit General Manager as the "Certified Training General Manager." There are no specific subjects or durations of training to attain NCTR and Certified Training Manager status. The training is typically conducted in Atlanta, Georgia or at a NCTR. We do not charge any separate fees for this training, but you must pay all travel and living expenses for you and your personnel. Once you or your affiliate have attained these certifications, if the NCTR loses that certification or

otherwise fails to meet our minimum benchmarks to retain that certification, or if the Certified Training General Manager's employment at the NCTR ends or the Certified Training General Manager otherwise loses that certification, then within 60 days after that, you must complete (or cause your affiliate to complete) the tasks necessary to once again have one of your or your affiliate's BWW-GO Restaurants designated as a NCTR and for that Restaurant's Unit General Manager to be designated as the Certified Training General Manager. We may permit and/or require that certain initial and ongoing training for Restaurant personnel be conducted at your (or your affiliate's) NCTR, under the direction and supervision of the Certified Training General Manager, and according to our standards and requirements.

In addition to the NFO and the MFLP, if the Restaurant is one of the first 2 BWW-GO Restaurants that you and your affiliates open, then we will utilize our on-site New Restaurant Opening training to provide training on various aspects of day-to-day operations, including kitchen and front-of-house operations. If this is your first BWW-GO Restaurant, we currently will send 1 trainer to assist with the needed pre-opening and post-opening crew training at the Restaurant for ~~10~~¹² calendar days. If this is your second BWW-GO Restaurant, we currently will send one trainer for 8 calendar days. We will determine the individual(s) who provide the training in our sole judgment. ~~We do not charge any fees for the New Restaurant Opening training, but you must~~You must pay us our then-current administrative fee (currently \$1,000) and reimburse us for the travel expenses and prorated salary for the trainer who provided you training. There are no specific subjects or durations of this training. Restaurant staff need not complete specific tasks to our satisfaction. However, if we determine (in our sole judgement based on operations at your (or your affiliate's) other Buffalo Wild Wings GO restaurants) that you are capable of training your own staff prior to the opening of your restaurant, then we will not provide on-site training in connection with the opening of your restaurant, you will not be required to pay to us the administrative fee or reimburse us for any expenses related to providing any on-site training, and you must provide opening training to your restaurant staff according to our requirements.

All replacement Unit General Managers at the Restaurant must complete training to our satisfaction and must begin training within 4 weeks after the time of hire. You must pay our then current training fee (currently \$2,500) if we provide that training. The training requirements may vary depending on our assessment of the experience of the trainee or other factors specific to the Restaurant. You may not permit management of the Restaurant's operations by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

If your Multi-Unit Operations Manager fails to successfully complete our training requirements, we have the right to require that you appoint a new Multi-Unit Operations Manager who meets our standards and qualifications within 30 days. That new Multi-Unit Operations Manager must attend and successfully complete our training requirements immediately after you appoint them. You must pay our then current training fees and all of Multi-Unit Operations Manager's travel, living and other expenses and compensation incurred in connection with the training.

We may require the Control Person, the Multi-Unit Operations Manager, the Unit General Manager, shift supervisors and other key employees of the Restaurant to attend, at your expense, ongoing training at our training facility, the Authorized Location or any other location we periodically designate. In addition, you must participate in the manner we periodically specify in all in-Restaurant training programs that we periodically implement, including by acquiring electronic devices (such as computers, laptops or tablets) and other equipment and subscriptions or licenses for learning

platforms. Currently we offer ongoing training through our Learning Management System. You must pay our then current training fees (currently up to \$~~1,500~~5,000) and all of your and your personnel's travel, living and other expenses and compensation incurred in any ongoing training programs.

Your Control Person or another representative of the Restaurant whom we approve must attend, at your expense, all annual franchise conferences 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 that we periodically specify. We may require you to purchase access to training videos or other instructional materials from us. You and/or your Control Person and other Restaurant personnel must attend any additional meetings and refresher training programs that we periodically deem appropriate. You must pay our then current training fees and all expenses for you and your employees, including training materials, travel and living expenses. (Franchise Agreement Section 7)

If we permit you to operate the Restaurant at a Multi-Brand Location, the services, guidance and assistance that we provide under the Franchise Agreement, including any training, may be intended for stand-alone BWG-GO Restaurants and not tailored or specific to Multi-Brand Locations. We may modify our training, staffing and other similar requirements to address any employees that are cross-trained to operate both the Restaurant and the Other Restaurants. However, you must ensure that all employees who provide services to the Restaurant's customers or otherwise assist in the Restaurant's operation are properly trained to operate the Restaurant and otherwise satisfy our requirements. We have no obligation to provide training, services or other assistance with respect to the development or operation of any Other Restaurant.

ITEM 12 **TERRITORY**

Franchise Agreement

You will operate the Restaurant at a specific Authorized Location that we accept within a Designated Area that we specify in the Franchise Agreement when we and you sign it. There is no set minimum or maximum size for Designated Areas. We will determine the Designated Area for each BWG-GO Restaurant based on a number of factors, such as the character of nearby businesses, demographic factors, drive times, and other physical and commercial characteristics of the location and market. However, we do not anticipate that a Designated Area will be less than 2 blocks nor more than 3 miles. The consumer service area, trade area or other designated area of another BWG-GO Restaurant might overlap with your Designated Area.

While you and your affiliates comply with the Franchise Agreement and any other agreements with us and our affiliates relating to the Restaurant, we and our affiliates will not open and operate, or grant to anyone else a license or franchise to open and operate, a BWG-GO Restaurant the physical premises are located within the Designated Area so long as the Franchise Agreement is in effect, except for BWG-GO Restaurants located at Non-Traditional Locations within the Designated Area. Because we can locate BWG-GO Restaurants at Non-Traditional Locations within the Designated Area and for the reasons described below, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Under the Non-Traditional Rider to the Franchise Agreement, you receive the right to operate a BWW-GO Restaurant at a specific location that we accept. You will not be granted any geographic or territorial protections.

Certain locations within and outside the Designated Area are by their nature unique and separate in character from sites generally developed as BWW-GO Restaurants. As a result, Non-Traditional Locations are excluded from the Designated Area, and we and our affiliates have the right to open and operate, or grant to anyone else a license or franchise to open or operate, BWW-GO Restaurants at these locations, whether they are within or outside the Designated Area.

We (on behalf of ourselves and on behalf of any other entity which we may acquire, or be acquired by, or otherwise are or become affiliated with) retain all rights not expressly granted in the Franchise Agreement and have the right to engage in any activities we or they deem appropriate that the Franchise Agreement does not expressly prohibit. By way of example, this includes:

(1) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, BWW-GO Restaurants at any locations outside the Designated Area and BWW-GO Restaurants at any Non-Traditional Locations within or outside the Designated Area;

(2) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, restaurants and other foodservice establishments (including Buffalo Wild Wings Sports Bars) or any similar or dissimilar businesses that either are not primarily identified by the Buffalo Wild Wings GO® Trademark or do not operate under the System at any locations, whether within or outside the Designated Area;

(3) all rights relating to the Trademarks, and all Menu Items and other products and services associated with any of the Trademarks, in any methods of distribution, except as specifically described above. This includes providing, and granting rights to others to provide (except as specifically described above), products and services that are similar or dissimilar to, or competitive with, any Menu Items and other products and services provided at BWW-GO Restaurants, whether identified by the Trademarks or other trademarks or service marks, regardless of the method of distribution and at any area or location. For example, we and our affiliates may provide and grant others the right to provide: (a) through other BWW-GO Restaurants, Buffalo Wild Wings Sports Bars, and/or other methods of distribution, catering and delivery services for Menu Items and other products and services within or outside the Designated Area, and (b) any frozen items, pre-packaged items or other products or services associated with BWW-GO Restaurants (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, through any channels of distribution such as grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing sites and office buildings), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce); and

(4) acquiring the assets or ownership interests of, or being acquired (regardless of the form of transaction) by, a one or more businesses providing products and services similar or dissimilar to those provided at BWW-GO Restaurants, and franchising, licensing or

creating other arrangements regarding these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, whether within or outside the Designated Area.

If you choose to relocate the Restaurant because your lease expires or is cancelled for reasons other than your breach, or you need to relocate the Restaurant because of condemnation or destruction, you may do so at a site acceptable to us that is within your Designated Area if you comply with our timelines for notice and development of the new site. As part of the relocation, you must sign our then current form of franchise agreement and related documents (modified to remove any initial franchise fee), the terms of which may differ from those in the Franchise Agreement, including higher fees and a modification to the Designated Area and/or your rights in any new designated area. You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur relating to your relocation.

You must engage in catering and delivery from your Restaurant according to the standards and specifications that we periodically specify. You may not establish another outlet or property (other than the Authorized Location) for use in providing catering or delivery service and may not provide catering or delivery service to customers at Non-Traditional Locations without our prior written consent. At our option, we may determine, and after that may periodically modify, the geographic area within which you will provide catering or delivery service, but you will not receive any exclusive, protected or other territorial rights regarding catering services or deliveries in that geographic area. If you fail to comply with any provision of the Franchise Agreement, including any standard or specification pertaining to catering or delivery service, then in addition to our other rights, we may temporarily suspend or permanently terminate your right to provide catering and/or delivery service or temporarily or permanently restrict the geographic area within which you may provide catering or delivery service. Otherwise, there are no restrictions on your soliciting or accepting orders from consumers outside of the Designated Area, but you do not have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within or outside of your Designated Area. We and our affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within the Designated Area using the Trademarks or other trademarks without compensating you.

Continuation of your territorial rights under the Franchise Agreement does not depend on your achieving a certain sales volume, market penetration or other contingency. The Franchise Agreement does not provide you options, rights of first refusal, or similar rights to acquire additional franchises within the Designated Area or contiguous areas. We may not alter your Designated Area or modify your territorial rights in the Designated Area before your Franchise Agreement expires or is terminated, although we may do so for a successor franchise agreement and if you relocate the Restaurant and sign a new franchise agreement.

If we and any Other Franchisor grant you the right to operate a BWW-GO Restaurant and one or more Other Restaurants at a Multi-Brand Location, Other Franchisor may grant you territorial exclusivity for the Other Restaurant which will be described in Other Franchisor's FDD and/or Other Franchise Agreement.

Area Development Agreement

If we and you sign an Area Development Agreement, then we grant to you the right (directly or through Developer Subsidiaries) to develop and sign Franchise Agreements to operate the number of new BWW-GO Restaurants identified on the Development Schedule within the Development Territory. We will identify the Development Territory in the Area Development Agreement when we and you sign it. We typically define Development Territories based on demographics, the character of the market and nearby businesses and residences, the density of residential and business entities, traffic generators, driving times, and major topographical features which clearly define contiguous areas, like rivers, mountains, major freeways, and underdeveloped land areas. The consumer service area, trade area or designated area of another BWW-GO Restaurant might overlap with your Development Territory. There is no minimum size for Development Territories.

To maintain your rights under the Area Development Agreement, you (or a Developer Subsidiary) must (i) submit site packages for proposed BWW-GO Restaurant sites that you reasonably believe conform to our then current site selection criteria, in the form and containing the information that we periodically specify, for the number of sites described under the Development Schedule; (ii) sign Franchise Agreements with us for the number of new BWW-GO Restaurants described under the Development Schedule; and (iii) open and begin operating the number of new BWW-GO Restaurants described under the Development Schedule in compliance with the applicable Franchise Agreements. We will determine whether to accept or reject proposed sites based on our then current standards for site selection. You also must comply with the Development Schedule requirements regarding the cumulative number of BWW-GO Restaurants to be open and continuously operating for business in the Development Territory. If you fail to comply with any aspect of the Development Schedule, we may terminate the Area Development Agreement.

If you have complied with the Area Development Agreement and our then current development policies, and we have accepted your proposed site for the BWW-GO Restaurant and your (or your Developer Subsidiary's) financial and operational qualifications, then we will issue a franchise agreement for that Restaurant at that site. We will determine the designated area, and any rights in the designated area, for that franchise agreement using our then current standards and policies.

If you and your affiliates are complying with the Area Development Agreement and any other agreements with us and our affiliates relating to any BWW-GO Restaurants, including all Franchise Agreements, then we and our affiliates will not open and operate, or grant to anyone else a license or franchise to open and operate, a BWW-GO Restaurant the physical premises are located within the Development Territory so long as the Area Development Agreement is in effect, except for BWW-GO Restaurants located at Non-Traditional Locations within the Development Territory. Non-Traditional Locations are excluded from the Development Territory, and we and our affiliates may open and operate, or grant to anyone else a license or franchise to open and operate, BWW-GO Restaurants at Non-Traditional Locations within or outside the Development Territory. However, if the Development Territory covers more than one city, county, designated market area or target area (each "Target Area"), then this territorial protection for each Target Area expires upon the earlier of (i) the expiration or termination of the Area Development Agreement, or (ii) the date upon which you or a Developer Subsidiary signs a Franchise Agreement for a BWW-GO Restaurant to be developed in that Target Area. When this territorial protection for the Development Territory or Target Area (as applicable) ends, then we and our affiliates may open and operate, and grant to anyone else a license

or franchise to open and operate, BWW-GO Restaurants the physical premises of which are located within the Development Territory or Target Area (as applicable), except as otherwise provided under any Franchise Agreement then in effect.

The rights described above that we and our affiliates reserve in a franchisee’s Designated Area for a single BWW-GO Restaurant are generally the same for the Development Territory under the Area Development Agreement. Because we can locate BWW-GO Restaurants at Non-Traditional Locations within the Development Territory and for the reasons described above, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Continuation of your territorial rights in the Development Territory does not depend on your achieving a certain sales volume, market penetration or other contingency, and we may not alter your Development Territory or modify your territorial rights in the Development Territory. You have no options, rights of first refusal or similar rights to acquire additional franchises under the Area Development Agreement.

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates’ franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13 **TRADEMARKS**

The Franchise Agreement licenses you to use the trademark and service marks BUFFALO WILD WINGS, BUFFALO WILD WINGS GO and other Trademarks. Our Parent has registered the following principal Trademarks on the Principal Register of the U.S. Patent and Trademark Office (the “PTO”):

PRINCIPAL TRADEMARKS	REGISTRATION/ <u>APPLICATION</u> DATE	REGISTRATION/<u>SERIAL</u> NUMBER
BUFFALO WILD WINGS WINGS-GO	April 13, 1999 Reg Date: December 29, 2020	Reg. No. 2,239,550 6,235,303
BUFFALO WILD WINGS GRILL & BAR (design mark)	September 8, 1998	Reg. No. 2,187,765

PRINCIPAL TRADEMARKS	REGISTRATION/ <u>APPLICATION</u> DATE	REGISTRATION/ <u>SERIAL</u> NUMBER
BUFFALO WILD WINGS (logo)	February 19, 2013	Reg. No. 4,293,524
BUFFALO WILD WINGS. Beer. Sports. (logo)	April 22, 2014	Reg. No. 4,519,293
BUFFALO WILD WINGS-GO <u>BAR</u> (design mark)	<u>Reg Date:</u> December 29, 2020	Reg. No. 6,235,303 <u>6,235,302</u>
<u>BUFFALO WILD WINGS</u> <u>GO</u> (DESIGN MARK)	<u>App Date:</u> March 3, 2024	<u>Serial No.</u> 98431557
<u>BUFFALO WILD WINGS</u> (design mark)	<u>App Date:</u> October 12, 2023	<u>Serial No.</u> 98221144
BUFFALO WILD WINGS-GO BAR <u>GO</u> (design mark)	December 29, 2020 <u>App. Date:</u> <u>March 4, 2024</u>	Reg. <u>Serial</u> No. 6,235,302 <u>98431571</u>

We do not have a federal registration for some of our principal trademarks. Therefore, those trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use one of those trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Our Parent has made all required renewal and affidavit filings. Our Parent has licensed us the right to use the Trademarks and to sublicense them for the operation of BWW-GO Restaurants under a license agreement dated January 1, 2007. The initial term of the license agreement is for 20 years, and it provides for unlimited, automatic renewals for terms of 10 years each. Our Parent may terminate the license agreement if either we or any franchisee misuses the Trademarks in a way as to materially impair the goodwill associated with the Trademarks, or if we are dissolved, become insolvent or (except for our right to sublicense the Trademarks to franchisees) assign our rights under the license agreement without our Parent's consent. If the license agreement terminates, the rights to use the Trademarks will revert to our Parent, and we must immediately cease all use of the Trademarks. We have the first right of refusal if our Parent decides to sell its rights in the Trademarks. There are no other agreements currently in effect that significantly limit our right to use or license the use of the Trademarks.

There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation, involving the principal Trademarks. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Trademarks in any state.

You must notify us of any suspected infringing uses of, or claims of rights to, the Trademarks or any similar mark, and cooperate with us in responding to them. We or our Parent has the sole right

to determine whether to take any legal action concerning any infringement or claims and to control and direct any litigation, administrative and other proceedings involving the Trademarks. We will pay the cost of any litigation or administrative action for policing the Trademarks against infringement, unless the challenge or claim results from your misuse of the Trademarks in violation of the Franchise Agreement, in which case you must reimburse us for our fees and expenses. You must (at your expense) take reasonable steps to assist us with any action. We are not obligated, however, to institute legal or other action to protect you against claims of infringement or unfair competition concerning the Trademarks. We need not participate in your defense nor indemnify you for expenses and damages if you are a party to any administrative or judicial proceeding involving a Trademark or if the proceeding is resolved unfavorably to you. You may not take any legal action for infringement or unfair competition concerning the Trademarks without our consent.

You may use the Trademarks only according to the Franchise Agreement and our manuals. You may not use, or permit the use of, any trademarks, trade names or service marks in operating the Restaurant except the Trademarks or except as we otherwise direct in writing. You may use the Trademarks only in the form and manner we periodically specify in writing and must comply with all of our trademark, trade name and service mark notice and marking requirements. You may use the Trademarks only in association with products and services we periodically approve and that meet our standards or requirements for quality, mode and condition of storage, production, preparation and sale, and portion and packaging. You must follow our directions in using the Trademarks and any modified or new trademark. If we require you to modify or discontinue use of a Trademark, we do not have to compensate you. This modification or discontinuance will not provide you with any termination or other rights.

The Area Development Agreement does not grant you any rights to use the Trademarks. You derive the right to use the Trademarks only under a franchise agreement.

If we permit you to operate the Restaurant at a Multi-Brand Location, you may use the Other Franchisor's trademarks licensed to you under the Other Franchise Agreement in connection with the operation of the Other Restaurant at the Multi-Brand Location.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We have not registered any copyrights applicable to the BWG-GO Restaurant business with the United States Copyright Office. However, we claim copyrights on and consider proprietary our manuals, forms, advertisements, and other proprietary materials. There are no currently effective material determinations of the PTO, the United States Copyright Office or any court regarding any of the copyrighted materials. We do not know of either superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. There are currently no agreements in effect that limit our rights to use or license the use of any copyrights in any manner material to the franchise.

You must promptly inform us, in writing, when you learn about any infringement or unauthorized use of our proprietary information or copyrighted materials. We or our Parent has the sole right to determine whether to take any legal action concerning any infringement or claims and to control and direct any administrative proceeding or litigation involving the copyrighted materials or proprietary information. We will pay the cost of any litigation or administrative action for policing

the copyrighted materials or proprietary information against infringement. We are not obligated, however, to institute legal or other action to protect you against claims arising from your use of the copyrighted materials or proprietary information. We need not participate in your defense nor indemnify you for expenses and damages if you are a party to any administrative or judicial proceeding involving the copyrighted materials or proprietary information. You may not take any legal action for infringement or unfair competition concerning the copyrighted materials or proprietary information without our consent. You must modify or discontinue using any copyrighted materials and proprietary information as we direct.

You and your Restricted Persons (defined below) may not, during the or after the Area Development Agreement's or Franchise Agreement's term, disclose, copy, reproduce, sell or use in any other business or in any manner that we do not specifically authorize or approve in advance in writing, any Confidential Information. "Confidential Information" means the whole or any portion of (i) any know-how, knowledge, methods, standards, specifications, processes, procedures and/or improvements regarding the development or operation of a BWW-GO Restaurant that is valuable and secret in the sense that it is not generally known to our competitors; (ii) any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of your Restaurant, including the proprietary ingredients, sauces and mixes, secret formulas and recipes, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data; (iii) the names, contact information, ordering history and other personal information (excluding credit card data and other account data that you collect through the Restaurant's POS system) of or relating to the Restaurant's customers or prospective customers; and (iv) any other information that we reasonably designate as confidential or proprietary. "Restricted Persons" means, individually and collectively, you, your affiliates, your Control Person, all of your guarantors, officers and directors, and all of your owners. You and your Restricted Persons may not use Confidential Information for any purpose other than operating your business under the Area Development Agreement or the Restaurant. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons associated with you who have access to any Confidential Information. Upon termination of your Area Development Agreement or Franchise Agreement, you must return to us all proprietary information, including the manuals and all other copyrighted material.

You must promptly disclose to us all ideas, concepts, techniques or materials relating to a BWW-GO Restaurant business, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners. These items are our sole and exclusive property, part of the System, and works made for hire for us. You may not use any of these ideas, concepts, techniques or materials in operating the Restaurant without our prior approval. You must (and must cause each of your owners to) sign whatever assignment or other documents we may periodically request to evidence our ownership or to assist us in securing intellectual property rights in these ideas, concepts, techniques or materials.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

During the term of the Franchise Agreement, you (if the franchisee is an individual) or your Control Person (if the franchisee is an entity) must personally participate in the direct operation of the

Restaurant and devote full time and best efforts to the management of the Restaurant. Your “Control Person” is the individual whom we approve who (i) has the authority under your (and/or your parent company’s) organizational documents to authorize a merger, liquidation, dissolution or transfer of substantially all of your assets and otherwise to direct and control your management and policies without the vote or consent of any other person or entity; (ii) actively directs your business affairs in regard to the Restaurant, and is responsible for overseeing the general management of the day-to-day operations of the Restaurant; and (iii) has authority to sign on your behalf on all contracts and commercial documents.

A Unit General Manager must provide direct on-premises supervision to the Restaurant. “Unit General Manager” means the individual who personally invests his or her full time and attention and devotes his or her best efforts to the on-premises general management of the day-to-day operations of the Restaurant and meets our training requirements. You (if the franchisee is an individual) or your Control Person (if the franchisee is an entity) may serve as the Unit General Manager if we approve. You must have a Control Person and a Unit General Manager that meet our standards and qualifications at all times during the Franchise Agreement’s term. Your Control Person and Unit General Manager must attend and successfully complete all required training. You must appoint the Unit General Manager at least 60 days before the Restaurant first opens for business and ensure that the Unit General Manager is fully trained to our satisfaction at least 30 days before the Restaurant first opens for business. In addition to the Control Person and your Unit General Manager, your Restaurant must have at least 3 shift managers at all times during the Franchise Agreement’s term. They need not have any equity interest in you or in the Restaurant. If any manager fails to satisfactorily complete the training program, you may designate a different individual, who must then satisfactorily complete the training program.

If the Restaurant is the 5th or subsequent BWW-GO Restaurant you and/or your affiliates own, you must hire, appoint, and have at all times during the term of the Franchise Agreement a multi-unit operations manager that meets our standards and qualifications (the “Multi-Unit Operations Manager”) to oversee the management and operations of your and your affiliates’ BWW-GO Restaurants. The Multi-Unit Operations Manager may not also be a Unit General Manager. The Multi-Unit Operations Manager must attend and successfully complete the training we require. You must appoint the Multi-Unit Operations Manager (if it is the 5th BWW-GO Restaurant owned by you and/or your affiliates or a subsequent BWW-GO Restaurant if you otherwise do not have a Multi-Unit Operations Manager) at least 60 days before the Restaurant first opens for business and ensure that the Multi-Unit Operations Manager is fully trained to our satisfaction at least 30 days before the Restaurant first opens for business. You may not open the Restaurant (if it is the 5th or subsequent BWW-GO Restaurant owned by you and/or your affiliates) unless your Multi-Unit Operations Manager is in position and has successfully completed all required training. Should your Multi-Unit Operations Manager fail to successfully complete our training requirements, we have the right to require that you appoint a new Multi-Unit Operations Manager who meets our standards and qualifications within 30 days. That new Multi-Unit Operations Manager must attend and successfully complete our training requirements immediately after you appoint them. You must pay our then current training fees and all of Multi-Unit Operations Manager’s travel, living and other expenses and compensation incurred in connection with the training.

Your Control Person or another representative of the Restaurant whom we approve must attend, at your expense, all annual franchise conferences 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 that we periodically specify. You and/or your Control Person and other Restaurant personnel must attend any additional meetings and training programs that we periodically deem appropriate. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons associated with you who have access to any Confidential Information.

All Principal Owners must sign a personal guaranty and undertaking of all financial and other obligations arising under your Franchise Agreement. "Principal Owner" means any owner who owns a 10% or greater interest in you (where you are a business entity), any general partner in a partnership, and any manager or managing member in a limited liability company. However, if we are signing the Franchise Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any individual or entity who owns less than a 10% interest in you, we may designate that person or entity as a Principal Owner. If you sign the Franchise Agreement as one or more individuals, each individual is a Principal Owner. You must have at least one Principal Owner.

If you sign the Area Development Agreement, you must develop your Development Territory according to the Development Schedule. We recommend that you (or, if you are an entity, your owners) personally supervise your development of BWW-GO Restaurants. Under the Area Development Agreement your personnel need not have an equity interest in any BWW-GO Restaurant or in you. Personnel need not attend our training program. If you are an entity, your owners need not sign any personal guarantees of your obligations under the Area Development Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale at the Restaurant all of the Menu Items and food and beverage products that we periodically require, and you may not offer at the Restaurant any unapproved products or Menu Items or use the Authorized Location for any purpose other than the operation of a Restaurant. We have the unlimited right to change the types of authorized products and services you may offer. You must comply with the maximum, minimum or other pricing policies and requirements that we periodically specify for Menu Items and other products and services that the Restaurant offers and sells, including promotions, special offers and discounts in which some or all BWW-GO Restaurants participate, in each case to the maximum extent the law allows.

You must engage in catering and delivery from your Restaurant according to the standards and specifications that we periodically specify. At our option, you must use only the vendors and programs that we periodically specify or approve. At our option, we may determine, and thereafter may periodically modify, the geographic area within which you will provide catering or delivery service. If you fail to comply with the Franchise Agreement, in addition to our other rights, we may temporarily suspend or permanently terminate your right to provide catering and/or delivery service or temporarily or permanently restrict the geographic area within which you may provide catering or delivery service.

If we permit you to operate the Restaurant at a Multi-Brand Location, you may offer the products and services authorized by the Other Franchisor under the Other Franchise Agreement in connection with the operation of the Other Restaurant at the Multi-Brand Location.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Agreement	Summary
a.	Length of the franchise term	4.A of FA; 3 of MBA; 5 of ADA	Term is 10 years or 20 years after the Restaurant first opens for business. Area Development Agreement's term ends on the earlier of the date upon which last Franchise Agreement for your last Restaurant under the Development Schedule is signed or is scheduled to be signed.
b.	Renewal or extension of the term	4.B of FA; 3 of MBA	If the term of your Franchise Agreement is 10 years, you may acquire one successor franchise of 10 years if you comply with the requirements in subsection (c) below. If the term of your Franchise Agreement is 20 years, you may not extend or renew the term of the Franchise Agreement or acquire a successor franchise. You may not extend or renew the term of the Area Development Agreement.
c.	Requirements for franchisee to renew or extend	4.B of FA; 3 of MBA	You give us written notice at least 6 months but not more than 12 months before the term expires; you sign our then current form of franchise agreement documents (modified to reflect that the agreement relates to the grant of a renewal license), the terms of which may differ materially from those in the Franchise Agreement, including higher fees and a modification to the Designated Area and/or your rights in any new designated area; you have complied with our modernization requirements for your Restaurant, unless we determine that you should relocate the Restaurant; you are not in default and have satisfied your obligations on a timely basis; if leasing, you have written proof of your ability to remain in possession of the Restaurant premises throughout the renewal term; you comply with our training requirements; you pay us a renewal fee equal to 50% of our then current initial franchise fee for new franchisees; and you, each Principal Owner and each guarantor sign a release (if state law allows). "Renewal" under the Franchise Agreement means signing our then current franchise agreement, which could contain materially different terms. Under the Multi-Brand Addendum, you must satisfy the renewal conditions set forth in, and be in compliance with, the Franchise Agreement and, if we require, renew or extend the term of the Other Franchise Agreement(s).
d.	Termination by franchisee	13.D of FA	Subject to state law, you may terminate the Franchise Agreement only if we breach a material provision, you give

	Provision	Section in Agreement	Summary
			us written notice specifically identifying the breach, and we fail to cure within 30 days. Termination is effective 60 days after the original notice of breach. You may not terminate the Area Development Agreement except as applicable law allows.
e.	Termination by franchisor without cause	Not Applicable	We may not terminate the Franchise Agreement or Area Development Agreement without cause.
f.	Termination by franchisor with cause	13.A and 13.B of FA; 9.A and 9.B of ADA; 8(c) of MBA	We can terminate the Franchise Agreement and the Area Development Agreement only if you default or fail to comply with your obligations. The Franchise Agreement and Area Development Agreement contain cross-default provisions. The Multi-Brand Addendum contains a cross-termination provision which permits us to terminate the Franchise Agreement upon the termination or expiration of the Other Franchise Agreement. We may also terminate the Franchise Agreement if you abandon or otherwise fail to operate the Other Restaurant.
g.	“Cause” defined – curable defaults	13.B of FA; 9.B of ADA	Under the Franchise Agreement you have 24 hours to cure a violation of any health safety or sanitation law or system standard or your operation of the Restaurant in a manner that presents a health or safety hazard, 10 days to cure the failure to submit reports or pay amounts due to us or our affiliates, and 30 days to cure defaults not listed in (h) below. Under the Area Development Agreement, you have 30 days to cure defaults not listed in (h) below.
h.	“Cause” defined – non-curable defaults	13.A of FA; 9.A of ADA; 8(c) of MBA	Non-curable defaults under the Franchise Agreement include material misrepresentations or omissions, failure to open on time, abandonment, the lease terminates or you fail to cure lease default or lose possession, authorities close the Restaurant for health or public safety reasons, unauthorized use of Confidential Information, conviction of or pleading no contest to a felony, breaching provision that results in material impairment of goodwill, any action that infringes upon, harms or contests rights in Trademarks or goodwill, any dishonest, unethical or illegal conduct which adversely affects the Restaurant or Trademarks, failure to maintain insurance, intentionally underreporting Gross Sales or fees or any subsequent audit in 3-year period reveals understatement of 1.25% or more, unauthorized transfers, repeated defaults, any other franchise or other agreement relating to a BWW-GO Restaurant terminates (except for an Area Development Agreement), and bankruptcy-related events. Non-curable defaults under the Area Development Agreement include failure to meet the Development Schedule, material misrepresentations or omissions, unauthorized use of Confidential Information, conviction of

	Provision	Section in Agreement	Summary
			or pleading no contest to a felony, breaching provision that results in material impairment of goodwill, any action that infringes upon, harms or contests rights in Trademarks or goodwill, any dishonest, unethical or illegal conduct which adversely affects a BWW-GO Restaurant or Trademarks, unauthorized transfer, any franchise agreement or other agreement relating to a BWW-GO Restaurant terminates, and bankruptcy-related events. Non-curable defaults under the Multi-Brand Addendum include termination or expiration of any Other Franchise Agreement or abandonment or ceasing operations of any Other Restaurant for any reason.
i.	Franchisee's obligations on termination/non-renewal	14 of FA; 10 of ADA	Obligations under Franchise Agreement include paying amounts owed to us and third parties, complete de-identification of Restaurant, assigning telephone numbers and assumed name rights, delivering to us or destroying all signs and other materials bearing the Trademarks, returning manuals, and stopping all use of Confidential Information (including customer data). Also see (o) and (r) below. When the Area Development Agreement terminates all rights granted to you under that agreement terminate.
j.	Assignment of contract by franchisor	11.H of FA; 7.E ADA	No restriction on our right to assign.
k.	"Transfer" by franchisee – defined	11.A of FA; 7.A of ADA	Includes transfer of any interest in the Franchise Agreement or Area Development Agreement, the Restaurant or its assets or your business, or any direct or indirect ownership interest in you if you are an entity, or which results in the transfer or creation of a controlling ownership interest in you.
l.	Franchisor approval of transfer by franchisee	11.B-11.D of FA; 7.B-7.D of ADA	No transfers under the Franchise Agreement or Area Development Agreement without our approval. In addition to the requirements under (m) below, we may condition our approval on the simultaneous transfer to the applicable assignee of other rights and interests such that, following the transfer, the assignee has the right to develop, own and operate all BWW-GO Restaurants in the market.
m.	Conditions for franchisor approval of transfer	11.B-11.E of FA; 7.B-7.D of ADA; 8(b) of MBA	Conditions for a non-control transfer under the Franchise Agreement include providing notice and information, payment in full of all amounts owed to us and third parties, compliance with Franchise Agreement and other agreements, transferee and its owners meet our standards and do not have competitive businesses, you and your Principal Owners sign the agreement we specify to reflect the new ownership structure, transferring owners sign non-compete, you and Principal Owners sign general release (if state law allows), and you pay \$1,000 transfer fee. Conditions for a control transfer under the Franchise Agreement include providing notice and information, payment in full of all amounts owed to us and third parties, compliance with Franchise Agreement and other

	Provision	Section in Agreement	Summary
			agreements, transferee and its owners meet our standards and do not have competitive businesses, transferee or you (as applicable) agree at our option to be bound by original Franchise Agreement or sign our then current form of Franchise Agreement whose terms may differ materially (including higher fees and a modification to the Designated Area and/or your rights in any new designated area), transferring owners sign non-compete, transferee and its personnel complete training, we determine that price and terms will not adversely affect the Restaurant, you subordinate transferee's payments and guarantee performance of transferee if you retain security interest, you and Principal Owners sign general release (if state law allows), and you pay remaining transfer fee described in Item 6. Conditions for a non-control transfer under the Area Development Agreement include providing notice and information, complying with non-control transfer requirements of all Franchise Agreements, transferee and its owners meet our standards, you and your Principal Owners sign the agreement we specify to reflect new ownership structure and general release (if state law allows), and you pay \$1,000 transfer fee. Conditions for a control transfer under the Area Development Agreement include providing notice and information, complying with control transfer requirements of all Franchise Agreements, transferee and its owners meet our standards, transferee or you (as applicable) agree to be bound by original Area Development Agreement, you and your owners sign general release (if state law allows), and you pay remaining transfer fee described in Item 6. Under the Multi-Brand Addendum, we may condition our approval of certain transfers on the simultaneous transfer of other rights, obligations, assets and/or other interests associated with the Other Restaurant(s).
n.	Franchisor's right of first refusal to acquire franchisee's business	11.G of FA	If you or any Owners propose to engage in a control transfer, we can match any offer. Also, if the proposed control transfer involves the transfer of ownership interests or arises from bankruptcy, we also have the option to purchase the Restaurant's assets.

	Provision	Section in Agreement	Summary
o.	Franchisor's option to purchase franchisee's business	14.E of FA; 8(d) of MBA	When the Franchise Agreement terminates or expires, we or our designee may purchase all or any portion of the Restaurant's assets at fair market value, but not as a going concern. If we and you cannot agree on a purchase price, 3 appraisers will determine the price. Under the Multi-Brand Addendum, if our right to acquire the Restaurant's assets and/or lease conflicts with similar requirements under the Other Franchise Agreement, you must comply with the requirements we reasonably specify.
p.	Franchisee's death or disability	11.F of FA	Upon your or your owner's death or disability, you have 180 days to transfer to your or your owner's heir or successor in interest, subject to the other transfer requirements, but if assignee is your spouse or child there is no transfer fee or right of first refusal.
q.	Non-competition covenants during the term of the franchise	10.D of FA	No owning interest in, performing services for or having any other involvement in any restaurant or other foodservice business (whether or not operating from a retail location) that generates, or is reasonably expected to generate, at least 10% of its revenue during any 6-month period from the sale of chicken wings, chicken tenders or other chicken pieces, whether at wholesale or retail ("Competitive Business"), wherever located, other than a BWG-GO Restaurant or a Buffalo Wild Wings Sports Bar.
r.	Non-competition covenants after the franchise is terminated or expires	10.D of FA	For 2 years after expiration, termination or transfer, no owning interest in, performing services for or having any other involvement in any Competitive Business at the Restaurant's site, within 5 miles of the Restaurant's site, or within 5 miles of any other BWG-GO Restaurant then operating or under development.
s.	Modification of the agreement	15.B of FA; 11.C of ADA	Modifications only by written agreement of the parties, but we may change the manuals, standards, Menu Items and System.
t.	Integration/merger clause	15.B of FA; 11.C of ADA	Only terms of the agreements are binding (subject to state law). Any representations or promises made outside of the Disclosure Document and those agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v.	Choice of forum	12.B of FA; 8.B of ADA	You must file litigation in the federal or state court of general jurisdiction located closest to our then current principal office (currently located in Atlanta, Georgia). We can file litigation in the federal or state court of general jurisdiction located closest to our then current principal office or in the jurisdiction where you reside or do business or where the Restaurant is or was located, or where the claim arose (subject to state law).
w.	Choice of law	12.A of FA; 8.A of ADA	Georgia law applies to all claims (subject to state law).

* “FA” means the Franchise Agreement and “ADA” means the Area Development Agreement.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

These financial performance representations provide actual, historical “AUVs,” or average “Unit Volumes,” for specific groups of franchised BWW-GO Restaurants. “Unit Volume” has the same meaning as Gross Sales, which we define in the note below. This Item 19 includes financial information on weekly AUVs (a) for the 12 fiscal month period from March 4, 2024 until March 2, 2025 (the “Measuring Year”) for Experienced Franchised Restaurants, and (b) from March 4, 2024 or, if later, a restaurant’s grand opening date, through March 2, 2025 (the “Measuring Date”) (subject to the exclusion of Super Bowl week, as described below) for Reporting Franchised Restaurants. The terms “Experienced Franchised Restaurant” and “Reporting Franchised Restaurant” are also defined below.

There were ~~79~~103 franchised BWW-GO Restaurants operating in the United States as of ~~December 31, 2023~~ (the “Measuring Date”). Of these, 5 operated at Non-Traditional Locations. We excluded ~~2 alternate format ghost kitchen BWW-GO Restaurants that our affiliates operate because they are not typical of the experience of other BWW-GO Restaurants. We call the remaining 77 BWW-GO Restaurants the “2023 Restaurants.” Our affiliate owns and operates 46 of the 2023 Restaurants and franchisees own and operate the other 31. Only 39 of the 2023 Restaurants (the “Mature Restaurants”) operated for the full 12 fiscal month period from January 2, 2023 through December 31, 2023 (the “2023 Fiscal Year”), because the remaining 2023 Restaurants all opened after January 2, 2023. Our affiliate owns and operates 35 of the Mature Restaurants (“Company Owned Mature Restaurants”) and franchisees own and operate the other 4 (“Franchised Mature Restaurants”). Because we have such a limited number of Mature Restaurants, we have expanded the~~ from these financial performance representations ~~to include all 21 of the 2023~~ (a) the 1 franchised BWW-GO Restaurant that operated at a Multi-Brand Location; and (b) all 21 franchised BWW-GO Restaurants that had ~~operated~~ not been open for at least 13 weeks as of the Measuring Date. ~~These 21 additional~~ We call the remaining 81 franchised BWW-GO Restaurants, ~~together with the Mature Restaurants, are called~~ the “Reporting Franchised Restaurants.” ~~Our affiliate owns and operates 42~~ Only 38 of the Reporting ~~Restaurants (“Company Owned Reporting Restaurants”) and franchisees own and operate the other 18 (“Franchised Reporting Restaurants”).~~ operated for the full Measuring Year, and we call these restaurants the “Experienced Franchised Restaurants.” Because a limited number of franchised BWW-GO

Restaurants operated during the entire Measuring Year, we have expanded this Item 19 to disclose financial performance representations that pertain to the larger group of Reporting Franchised Restaurants, as well financial performance representations that pertain solely to the Experienced Franchised Restaurants. For clarity, the Experienced Franchised Restaurants are part of the Reporting Franchised Restaurants. We also excluded from these financial performance representations the 1 franchised BWW-GO Restaurant that closed during the Measuring Year, which was open for less than 12 months, and the 49 company-owned BWW-GO Restaurants that we or our affiliates operated as of the end of the Measuring Year.

~~The financial performance representations disclose the actual, historical average weekly Gross Sales, also called the weekly Average Unit Volume or “AUV,” for (1) the Mature Restaurants during the 2023 Fiscal Year, and (2) the Reporting Restaurants from the restaurant’s opening date through the Measuring Date (subject to the exclusion of Super Bowl week, as described below), grouped into the top third, middle third, and bottom third of Gross Sales for (a) all Reporting Restaurants, (b) Franchised Reporting Restaurants, and (c) Company-Owned Reporting Restaurants. We do not report the results of the 4 Franchised Mature Restaurants separately from the results of 35 Company-Owned Mature Restaurants because doing so could make the identities of the franchisees whose data is reported discernable, and because the results from the Franchised Mature Restaurants and Company-Owned Mature Restaurants are not materially different.~~

**Average Unit Volume of Mature Restaurants
For 2023 Fiscal Year**

Category	# Restaurants	Average # Weeks Open	Weekly AUV	#/% Above Average	Highest/ Lowest Weekly AUV	Median Weekly AUV
Mature Restaurants	39	52	\$16,168	15 / 35.9%	\$31,700 / \$7,721	\$15,263

**Average Unit Volume of All Reporting Restaurants
Through Measuring Date**

Category	# Restaurants	Average # Weeks Open	Weekly AUV	#/% Above Average	Highest/ Lowest Weekly AUV	Median Weekly AUV
Top Third Reporting Restaurants	20	43.0	\$23,416	8 / 40.0%	\$45,231 / \$17,978	\$20,801
Middle Third Reporting Restaurants	20	46.4	\$15,303	9 / 45.0%	\$17,769 / \$12,857	\$15,230
Bottom Third Reporting Restaurants	20	44.2	\$10,929	13 / 65.0%	\$12,811 / \$7,721	\$11,399
All Reporting Restaurants	60	44.5	\$16,549	23 / 38.3%	\$45,231 / \$7,721	\$15,230

**Average Unit Volume of Franchised Reporting Restaurants
Through Measuring Date**

Category	# Restaurants	Average # Weeks Open	Weekly AUV	#/% Above Average	Highest/ Lowest Weekly AUV	Median Weekly AUV
Top Third Franchised Reporting Restaurants	6	31.2	\$25,904	3 / 50%	\$45,231 / \$19,287	\$22,305
Middle Third Franchised Reporting Restaurants	6	44.4	\$15,538	3 / 50%	\$16,518 / \$15,092	\$15,294

Category	# Restaurants	Average # Weeks Open	Weekly AUV	#/% Above Average	Highest/ Lowest Weekly AUV	Median Weekly AUV
Bottom Third Franchised Reporting Restaurants	6	28.7	\$11,419	4 / 66.7%	\$12,857 / \$9,059	\$11,837
All Franchised Reporting Restaurants	18	34.8	\$17,620	6 / 33.3%	\$45,231 / \$9,059	\$15,294

**Average Unit Volume of Company-Owned Reporting Restaurants
Through Measuring Date**

Category	# Restaurants	Average # Weeks Open	Weekly AUV	#/% Above Average	Highest/ Lowest Weekly AUV	Median Weekly AUV
Top Third Company-Owned Reporting Restaurants	14	48.1	\$22,351	6 / 42.9%	\$31,700 / \$17,978	\$20,252
Middle Third Company-Owned Reporting Restaurants	14	50.1	\$15,198	6 / 42.9%	\$17,769 / \$12,811	\$15,063
Bottom Third Company-Owned Reporting Restaurants	14	48.0	\$10,723	9 / 64.3%	\$12,726 / \$7,721	\$11,399
All Company-Owned Reporting Restaurants	42	48.7	\$16,091	17 / 40.5%	\$31,700 / \$7,721	\$15,063

35 The Reporting Franchised Restaurants vary in size from 600 to 2,900 square feet, with an average of 1,550 square feet. The average size of the Experienced Franchised Restaurants is 1,675 square feet. 78 of the Reporting Franchised Restaurants operated at traditional locations, and 3 of the Reporting Franchised Restaurants operated at Non-Traditional Locations. All 38 of the Experienced Franchised Restaurants operated at traditional locations. 53 of the Reporting Franchised Restaurants are in in-line spaces of retail shopping centers (including 26 of the Experienced Franchised Restaurants), 23 are end-cap units (including 11 of the Experienced Franchised Restaurants), 3 are in mall food courts (none of which are Experienced Franchised Restaurants), and 2 are in stand-alone buildings (including 1 Experienced Franchised Restaurant). 53 Reporting Franchised Restaurants (including 22 of the Mature Experienced Franchised Restaurants) are located in suburban markets, 18 Reporting Franchised Restaurants (including 14 of the Mature Experienced Franchised Restaurants) are located in urban/metro markets, 6 Reporting Franchised Restaurants (including 3 of the Mature Experienced Franchised Restaurants) are located in rural markets, and 13 Reporting Restaurant-is Franchised Restaurants (including 2 of the Experienced Franchised Restaurants) are located in a super-urban market markets. As of the Measuring Date, 39 of the Reporting Franchised Restaurants (the Mature Experienced Franchised Restaurants) were operating for 52 weeks, 10 of the Reporting Franchised Restaurants were operating for between 32 weeks and 51 weeks, and the remaining 11 were operating for less than 32 weeks. The Reporting Restaurants vary in size from 1,084 to 2,409 square feet, with an average of 1,530 square feet. 42 of the Reporting Restaurants are in in-line spaces of retail shopping centers, 17 are end-cap units and 1 is in a stand-alone building. All of the Reporting Restaurants offer materially the same products and services that new BWW-GO Restaurants will offer. All of the Reporting Restaurants face the same kinds of competitive challenges (from chicken wing concepts, other restaurants and other foodservice operations), and receive the same level of support from us, that we expect new BWW-GO Restaurant franchisees will experience.

The financial performance representation below reflects the weekly AUVs for all Reporting Franchised Restaurants, both overall and as grouped into quartiles (categories of 25%) based on their AUVs.

**Weekly Average Unit Volume
for Reporting Franchised Restaurants**

<u>1st Quartile</u>	<u>2nd Quartile</u>	<u>3rd Quartile</u>	<u>4th Quartile</u>	<u>All Restaurants</u>
<u>\$28,270</u>	<u>\$19,777</u>	<u>\$15,943</u>	<u>\$11,654</u>	<u>\$18,821</u>

**Statistics for
Reporting Franchised Restaurants**

	<u>#</u>	<u>Average # Weeks Open</u>	<u>Median</u>	<u>Highest</u>	<u>Lowest</u>	<u>#/% Above Average</u>
<u>1st quartile</u>	<u>20</u>	<u>48.9</u>	<u>\$25,636</u>	<u>\$43,208</u>	<u>\$22,162</u>	<u>7 / 35.0%</u>
<u>2nd quartile</u>	<u>20</u>	<u>46.5</u>	<u>\$19,785</u>	<u>\$22,012</u>	<u>\$17,972</u>	<u>10 / 50.0%</u>
<u>3rd quartile</u>	<u>20</u>	<u>68.7</u>	<u>\$16,215</u>	<u>\$17,504</u>	<u>\$13,872</u>	<u>11 / 55.0%</u>
<u>4th quartile</u>	<u>21</u>	<u>61.2</u>	<u>\$12,040</u>	<u>\$13,868</u>	<u>\$8,445</u>	<u>11 / 52.4%</u>
<u>All Restaurants</u>	<u>81</u>	<u>56.4</u>	<u>\$17,504</u>	<u>\$43,208</u>	<u>\$8,445</u>	<u>32 / 39.5%</u>

The second financial performance representation reflects the weekly AUV for only the Experienced Franchised Restaurants.

**Weekly Average Unit Volume
for Experienced Franchised Restaurants**

	<u>AUV</u>	<u>#</u>	<u>Median</u>	<u>Highest</u>	<u>Lowest</u>	<u>#/% Above Average</u>
<u>Experienced Franchised Restaurants</u>	<u>\$18,054</u>	<u>38</u>	<u>\$17,243</u>	<u>\$38,986</u>	<u>\$8,445</u>	<u>16 / 42.1%</u>

Notes:

- (1) “AUV” or “Unit Volume” for a Reporting Franchised Restaurant is the same as Gross Sales, which means the total revenues and receipts from the sale of all products, services and merchandise sold in or in relation to the restaurant, including fees or charges for any delivery, catering and other off-site activities and events, gaming activities, license and use fees, and implied or imputed Gross Sales from any business interruption insurance. However, Gross Sales excludes (1) sales taxes, use taxes, and similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (2) any bona fide voids, refunds and credits that are actually provided to customers; and (3) the face value of coupons or discounts that customers redeem.

(2) ~~To~~We calculate the ~~weekly AUV~~AUVs in this Item 19 by adding the Unit Volumes for each ~~group of restaurants, we first added the Gross Sales of~~BWW-GO Restaurant in the applicable ~~restaurants group~~ for all of the full weeks (Monday through Sunday) either during the ~~2023~~ Fiscal Measuring Year (for ~~the Mature~~Experienced Franchised Restaurants) or that each particular restaurant has operated since the restaurant's grand opening (for ~~the~~Reporting Franchised Restaurants that are not Experienced Franchised Restaurants), and then we divided that figure by the total number of weeks that were reported. Because the sales of wings are unusually high during Super Bowl week, and because there are a number of Reporting Franchised Restaurants that were open for Super Bowl week but not for the full 12-month period, we excluded Super Bowl week's Gross Sales from the calculations for the Reporting Franchised Restaurants. (We did not exclude Super Bowl week's Gross Sales from the calculations for the ~~Mature~~Experienced Franchised Restaurants because those reflect a full year's results.) The figures for the median, highest and lowest weekly AUV reflect the median, highest and lowest of all of the reported weekly Gross Sales figures contained in the applicable group.

We obtain the Unit Volumes for franchised BWW-GO Restaurants from sales reports that franchisees submit to us and from data that we collected from franchisees' POS systems. We have not independently audited that information. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form. Upon your reasonable request, we will provide written substantiation for these financial performance representations. The Reporting Franchised Restaurants offer essentially the same products and services, face the same kinds of competitive challenges, and receive the same level of support from us that we expect new franchisees will experience.

~~The term "Gross Sales" has the same meaning here as it does in Item 6, and includes the total revenues and receipts from the sale of all products, services and merchandise sold in or in relation to the restaurant, including fees or charges for any delivery, catering and other off-site activities and events, gaming activities, license and use fees, and implied or imputed Gross Sales from any business interruption insurance. However, Gross Sales excludes (1) sales taxes, use taxes, and similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (2) any bona fide voids, refunds and credits that are actually provided to customers; and (3) the face value of coupons or discounts that customers redeem.~~

~~We calculated the figures in the table above using information that our affiliates provided. Upon your reasonable request, we will provide written substantiation for these financial performance representations.~~

(3) These financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the AUV figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your BWW-GO Restaurant. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that ~~you'll~~you'll sell as much.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any

such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Vice President, Franchise Counsel, Lisa Storey, Esq. at Three Glenlake Parkway NE, Atlanta, Georgia 30328 or (678) 514-6928, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary for Years ~~2021~~2022 to 20232024

Outlet Type	Year	Outlets at the Start Of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2021	0	1	+1
<u>Franchised</u> Outlets	2022	1	4	+3
	2023	4	31	+27
Company-Owned	2021 2024	1 31	15 90	+14 +59
<u>Company-Owned</u>	2022	15	37	+22
	2023	37	48	+11
Total Outlets	2021 2024	1 48	16 50	+15 +2
<u>Total Outlets</u>	2022	16	41	+25
	2023	41	79	+38
	2024	79	140	+61

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor) for Years ~~2021~~2022 to 20232024

State	Year	Number of Transfers
Total	2021 2022	0
	2	
	2022 2022	0
	3	
	2023 2022	0
	4	

Table No. 3
Status of Franchised Outlets for Years ~~2021~~2022 to 20232024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End Of the Year
Alabama	2021 2022	0	0	0	0	0	0	0
	2022 2023	0	0 2	0	0	0	0	0 2
	2023 2024	0 2	2 0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End Of the Year
Florida California	2021 2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
Colorado	2022	0	0	0	0	0	0	0
	2023	0	4 0	0	0	0	0	4 0
	2024	0	1	0	0	0	0	1
Georgia Florida	2021 2022	0	0	0	0	0	0	0
	2023	0	4	0	0	0	0	4
	2024	4	4	0	0	0	1	7
Georgia	2022	0	1	0	0	0	0	1
	2023	1	4	0	0	0	0	5
Illinois	2021 2024	0 5	0	0	0	0	0	0 5
Illinois	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	4	0	0	0	0	6
Indiana	2022	0	0	0	0	0	0	0
Michigan	2021 2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Kansas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Maine	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2023 2024	0	2	0	0	0	0	2
New York Maryland	2021 2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	5 0	0	0	0	0	5 0
	2024	0	1	0	0	0	0	1
North Carolina Michigan	2021 2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Missouri	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2023 2024	0	1	0	0	0	0	1
Nebraska	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
New Jersey	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
New York	2022	0	0	0	0	0	0	0
	2023	0	5	0	0	0	0	5
	2024	5	10	0	0	0	0	15

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End Of the Year
North Carolina	2022	0	0	0	0	0	0	0
Ohio	2021 2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Ohio	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	1	0	0	0	0	4
Texas Pennsylvania	2021 2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Texas	2022	0	1	0	0	0	0	1
	2023	1	5	0	0	0	0	6
	2024	6	5	0	0	0	0	11
Washington Virginia	2021 2022	0	0	0	0	0	0	0
	2022 2023	0	0	0	0	0	0	0
	2023 2024	0	1	0	0	0	0	1
Washington	2022	0	0	0	0	0	0	0
Total	2021 2023	0	1	0	0	0	0	1
	2024	1	3	0	0	0	0	4
Wisconsin	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Total	2022	1	3	0	0	0	0	4
	2023	4	27	0	0	0	0	31
	2024	31	60	0	0	0	1	90

Table No. 4
Status of Company-Owned Outlets for Years ~~2021~~[2022](#) to ~~2023~~[2024](#)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Arizona	2021	0	2	0	0	0	2
Arizona	2022	2	2	0	0	0	4
	2023	4	2	0	0	0	6
California	2021 2024	0 6	0	0	0	0	0 6
California	2022	0	4	0	0	0	4
	2023	4	0	0	0	0	4
Colorado	2021 2024	0 4	3 1	0	0	0	3 5
Colorado	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4
Georgia	2021 2024	4 4	2 1	0	0	0	3 5

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Georgia	2022	3	1	0	0	0	4
	2023	4	0	0	0	0	4
Illinois	2021 2024	0 4	1 0	0	0	0	1 4
Illinois	2022	1	7	0	0	0	8
	2023	8	3	0	0	0	11
Kansas	2021 2024	0 11	0	0	0	0	0 11
Kansas	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Missouri	2021 2024	0 1	0	0	0	0	0 1
Missouri	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
New York	2021 2024	0 1	0	0	0	0	0 1
New York	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Texas	2021 2024	0	6 0	0	0 1	0	6 0
North Carolina	2022	6 0	5 0	0	0	0	1 0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Texas	2022	6	5	0	0	0	11
	2023	11	2	0	0	0	13
Wisconsin	2021 2024	0 13	0	0	0	0	0 13
Wisconsin	2022	0	2	0	0	0	2
	2023	2	1	0	0	0	3
Total	2021 2024	1 3	1 4 0	0	0	0	1 5 3
Total	2022	15	22	0	0	0	37
	2023	37	11	0	0	0	48
	2024	48	3	0	1	0	50

Table No. 5
Projected Openings as of December ~~31~~[29](#), ~~2023~~[2024](#)

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	9 6	4	0
Colorado	1 0	1 0	1 0
Florida	5	4 5	0
Georgia	1	0 1	0
Illinois	1 5	1 4	0
Maine Iowa	1 0	1	0
Massachusetts Kentucky	1	1	0
Maryland	3	2 3	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Minnesota New Jersey	1	0	0
Nebraska New Mexico	21	20	0
New Jersey Nevada	23	23	0
New York	45	23	0
North Carolina	42	0	40
Ohio	42	01	0
Tennessee	1	01	0
Texas	34	03	0
Wisconsin Washington	1	40	0
Total West Virginia	383	182	20
Total	45	32	0

In these Item 20 charts, 2024 numbers are from January 1, 2024 to December 29, 2024. 2023 numbers are from January 2, 2023 to December 31, 2023. 2022 numbers are from January 2, 2022 to January 1, 2023. ~~2021 numbers are from January 3, 2021 to January 2, 2022.~~

In February 2022, we entered into a test agreement that granted the licensee, Vessel Operating Holdco, LLC, the right to operate a concession trailer located in a parking lot in San Antonio, Texas selling certain BWG-GO branded products. This trailer is not similar to the franchised business described in this disclosure document. The agreement expired by its own terms in September 2022.

Exhibit E lists the names of our franchisees and the addresses and telephone numbers of their BWG-GO Restaurants as of December ~~31, 2023~~[29, 2023](#)[2024](#). Exhibit F lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of any franchisees who had an outlet terminated, cancelled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No BWG-GO Restaurant franchisees have signed agreements with confidentiality clauses during the last 3 years. There are no trademark-specific franchisee organizations associated with the BWG-GO Restaurant franchise network.

ITEM 21

FINANCIAL STATEMENTS

Exhibit B contains the audited consolidated financial statements of our Parent as of December [29, 2024 and December](#) 31, 2023 ~~and January 1, 2023~~ and for the fiscal years ended December [29, 2024, December](#) 31, 2023, [and](#) January 1, 2023, ~~and January 2, 2022.~~

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

ITEM 22
CONTRACTS

This Disclosure Document includes a sample of the following contracts:

- Exhibit C - Franchise Agreement
- Exhibit C-1 - Incentive Amendment to the Franchise Agreement
- Exhibit C-2 - Non-Traditional Rider to the Franchise Agreement
- Exhibit C-3 - Multi-Brand Addendum to the Franchise Agreement
- Exhibit D - Area Development Agreement
- Exhibit D-1 - Incentive Amendment to the Area Development Agreement
- Exhibit G - Form Release Agreement
- Exhibit H - State-Specific Additional Disclosures and Agreement Riders

ITEM 23
RECEIPTS

Attached to this disclosure document as Exhibit I is a detachable acknowledgment of receipt.

EXHIBIT A

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Department of Financial
Protection & Innovation
Department of Financial Protection &
Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 (Phone)

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(362) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 41200
Olympia, Washington 98504-1200
(362) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT B

FINANCIAL STATEMENTS AND GUARANTEE

Buffalo Wild Wings, Inc. and Subsidiaries

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

*Consolidated Financial Statements as of December 29, 2024 and December 31, 2023
and for the Years Ended December 29, 2024, December 31, 2023 and January 1, 2023
and Independent Auditors' Report*

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
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KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

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

Opinion

We have audited the consolidated financial statements of Buffalo Wild Wings, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 29, 2024 and December 31, 2023, and the related consolidated statements of operations, comprehensive income (loss), stockholder's equity, and cash flows for each of the fiscal years in the three-year period ended December 29, 2024, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024 and December 31, 2023, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 29, 2024 in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a



substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Atlanta, Georgia
March 20, 2025

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	<u>December 29, 2024</u>	<u>December 31, 2023</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 4,863	\$ 4,688
Accounts receivable, net	72,351	83,522
Prepaid expenses and other current assets	32,666	38,851
Total current assets	109,880	127,061
Property and equipment, net	346,502	360,154
Goodwill	909,411	909,410
Intangible assets, net	1,357,537	1,365,146
Operating lease assets, net	466,605	449,497
Other assets	13,331	13,353
Total assets	<u>\$ 3,203,266</u>	<u>\$ 3,224,621</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Accounts payable	\$ 36,124	\$ 50,125
Other current liabilities	177,837	206,212
Current portion of operating lease liabilities	82,636	85,150
Current portion of long-term debt	2,390	3,140
Total current liabilities	298,987	344,627
Long-term debt, net	5,135	8,643
Long-term operating lease liabilities	413,651	393,022
Deferred tax liabilities, net	301,286	293,536
Other liabilities	53,961	53,613
Commitments and contingencies (Note 8)		
Stockholder's equity:		
Common stock, \$0.01 par value; 1,000 authorized; 100 issued and outstanding as of December 29, 2024 and December 31, 2023, respectively	—	—
Additional paid-in capital	2,424,064	2,425,529
Accumulated deficit	(295,493)	(295,493)
Accumulated other comprehensive income	1,624	1,072
Total Buffalo Wild Wings, Inc. and Subsidiaries stockholder's equity	2,130,195	2,131,108
Noncontrolling interest	51	72
Total stockholder's equity	2,130,246	2,131,180
Total liabilities and stockholder's equity	<u>\$ 3,203,266</u>	<u>\$ 3,224,621</u>

See accompanying notes to consolidated financial statements.

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands)

	Year Ended December 29, 2024	Year Ended December 31, 2023	Year Ended January 1, 2023
Revenues:			
Company-owned restaurant sales	\$ 2,099,556	\$ 2,129,660	\$ 2,152,952
Franchise fees and royalty revenues	95,291	90,127	90,762
Franchise contributions for advertising	100,247	85,951	81,934
Other revenues	15,422	18,907	18,599
Total revenues	2,310,516	2,324,645	2,344,247
Costs and expenses:			
Company-owned restaurant expenses, excluding depreciation and amortization	1,815,721	1,789,087	1,870,686
Franchise advertising expenses	102,147	88,083	85,279
Selling, general and administrative expenses	38,792	57,622	62,743
Management fee to affiliate	75,658	70,788	145,680
Depreciation and amortization	104,627	110,345	145,915
Impairment charges	9,422	8,433	192,950
Total costs and expenses	2,146,367	2,124,358	2,503,253
Other operating loss, net	(5,903)	(2,646)	(3,965)
Operating income (loss)	158,246	197,641	(162,971)
Interest expense, net	724	1,303	1,768
Other (income) loss, net	614	(21)	(56)
Income (loss) before income taxes	156,908	196,359	(164,683)
Income tax expense (benefit)	27,861	37,574	(47,782)
Net income (loss)	129,047	158,785	(116,901)
Net loss attributable to noncontrolling interest	(21)	(27)	(5)
Net income (loss) attributable to Buffalo Wild Wings, Inc. and Subsidiaries	\$ 129,068	\$ 158,812	\$ (116,896)

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In thousands)

	Year Ended December 29, 2024	Year Ended December 31, 2023	Year Ended January 1, 2023
Net income (loss)	\$ 129,047	\$ 158,785	\$ (116,901)
Other comprehensive income (loss):			
Foreign currency translation adjustment, net of tax	552	(116)	1,866
Comprehensive income (loss)	\$ 129,599	\$ 158,669	\$ (115,035)
Comprehensive loss attributable to noncontrolling interest	(21)	(27)	(5)
Comprehensive income (loss) attributable to Buffalo Wild Wings, Inc. and Subsidiaries	\$ 129,620	\$ 158,696	\$ (115,030)

See accompanying notes to consolidated financial statements.

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
(In thousands, except share data)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Buffalo Wild Wings, Inc. and Subsidiaries Stockholder's Equity	Noncontrolling Interest	Total Stockholder's Equity
	Shares	Amount						
Balance at January 2, 2022	100	—	\$2,543,947	\$ (178,597)	\$ (678)	\$ 2,364,672	\$ 104	\$ 2,364,776
Net loss	—	—	—	(116,896)	—	(116,896)	(5)	(116,901)
Other comprehensive income	—	—	—	—	1,866	1,866	—	1,866
Distributions to Parent, net	—	—	(86,280)	—	—	(86,280)	—	(86,280)
Balance at January 1, 2023	100	—	\$2,457,667	\$ (295,493)	\$ 1,188	\$ 2,163,362	\$ 99	\$ 2,163,461
Net income (loss)	—	—	—	158,812	—	158,812	(27)	158,785
Other comprehensive loss	—	—	—	—	(116)	(116)	—	(116)
Distributions to Parent, net	—	—	(32,138)	(158,812)	—	(190,950)	—	(190,950)
Balance at December 31, 2023	100	—	\$2,425,529	\$ (295,493)	\$ 1,072	\$ 2,131,108	\$ 72	\$ 2,131,180
Net income (loss)	—	—	—	129,068	—	129,068	(21)	129,047
Other comprehensive income	—	—	—	—	552	552	—	552
Distributions to Parent, net	—	—	(1,465)	(129,068)	—	(130,533)	—	(130,533)
Balance at December 29, 2024	100	—	\$2,424,064	\$ (295,493)	\$ 1,624	\$ 2,130,195	\$ 51	\$ 2,130,246

See accompanying notes to consolidated financial statements.

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 29, 2024	Year Ended December 31, 2023	Year Ended January 1, 2023
Cash flows from operating activities:			
Net income (loss)	\$ 129,047	\$ 158,785	\$ (116,901)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	104,627	110,345	145,915
(Gain) loss on disposal of assets	4,333	(2,087)	2,614
Impairment charges	9,422	8,433	192,950
Provision for credit losses	1,549	185	1,102
Deferred income taxes	7,750	(2,240)	(53,684)
Other, net	(80)	1,285	1,739
Changes in operating assets and liabilities:			
Accounts receivable, net	9,622	881	23,459
Prepaid expenses and other current assets	8,715	(8,235)	(728)
Operating lease assets and liabilities	(1,784)	8,537	(2,280)
Accounts payable	(7,745)	(3,334)	2,711
Other current and noncurrent liabilities	(32,033)	39,858	(2,609)
Net cash provided by operating activities	<u>233,423</u>	<u>312,413</u>	<u>194,288</u>
Cash flows from investing activities:			
Capital expenditures	(100,109)	(121,262)	(106,278)
Proceeds from disposition of assets	—	—	1,308
Net cash used in investing activities	<u>(100,109)</u>	<u>(121,262)</u>	<u>(104,970)</u>
Cash flows from financing activities:			
Debt repayments	(2,606)	(3,184)	(3,393)
Distributions to Parent, net	(130,533)	(190,950)	(86,280)
Net cash used in financing activities	<u>(133,139)</u>	<u>(194,134)</u>	<u>(89,673)</u>
Net increase (decrease) in cash and cash equivalents	175	(2,983)	(355)
Cash and cash equivalents at beginning of period	4,688	7,671	8,026
Cash and cash equivalents at end of period	<u>\$ 4,863</u>	<u>\$ 4,688</u>	<u>\$ 7,671</u>

See accompanying notes to consolidated financial statements.

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS

Buffalo Wild Wings, Inc. (collectively, with its subsidiaries, "BWW" or the "Company") is a wholly-owned subsidiary of IRB Holding Corp. ("IRB" or "Parent") whose ultimate parent is Inspire Brands, Inc. ("Inspire"). BWW includes BWW dine-in, a full-service restaurant and sports bar specializing in buffalo-style chicken wings, burgers, shareable items and full bar drink options, and BWW GO, a quick-service restaurant specializing in buffalo-style chicken wings, burgers, and beverages.

The Company operates through Company-owned and franchised Buffalo Wild Wings® restaurants. Because the Company's restaurants and its franchised restaurants are located throughout the United States ("U.S."), it believes the risk of geographic concentration is not significant.

As of December 29, 2024 and December 31, 2023, the Company had the following franchised and Company-owned restaurants:

<u>Unit Count</u>	<u>2024</u>	<u>2023</u>
Franchised	693	629
Company-owned	695	700
Total System	1,388	1,329

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates in the Preparation of the Consolidated Financial Statements

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amount of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) "the year ended December 29, 2024" or "2024," (2) "the year ended December 31, 2023" or "2023" and (3) "the year ended January 1, 2023" or "2022." The years 2024, 2023, and 2022 consisted of 52 weeks.

Cash and Cash Equivalents

All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

Accounts Receivable, net

The Company's receivables are primarily generated from ongoing business relationships with its franchisees as a result of franchise agreements, including contributions due to advertising funds it consolidates. These receivables from franchisees are due within 30 days of the period in which the corresponding sales occur and are classified as "Accounts receivable, net" on the consolidated balance sheets. Receivables from third party gift card distributors and credit card receivables for sales to customers in Company-owned restaurants are also included. The Company monitors accounts receivable and estimates the allowance for credit losses based upon the lifetime expected loss on receivables. These estimates are based on historical collection experience as well as other factors, including those related to current market conditions and events. While the Company uses the best information available in making its determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond its control.

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Property and Equipment, net

Property and equipment are stated at cost, including internal costs of employees to the extent such employees are dedicated to specific restaurant construction projects, less accumulated depreciation and amortization. Depreciation of property and equipment is computed on the straight-line basis using estimated useful lives of the related major classes of property and equipment. Estimated useful lives are 3 to 15 years for office and restaurant equipment, 3 to 5 years for transportation equipment, 7 to 40 years for buildings and 7 to 25 years for site improvements. Finance lease assets and leasehold improvements are amortized and depreciated over the shorter of the estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

Goodwill and Indefinite-Lived Intangible Assets

Goodwill

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed. The Company tests goodwill by reporting unit for impairment annually, as of the first day of the fiscal fourth quarter, or more frequently if events or changes in circumstances indicate that it may be impaired.

The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company performs a quantitative impairment test of goodwill. The Company estimates the fair value of the reporting unit using an income approach through a discounted cash flow analysis using unobservable inputs (Level 3) and relevant data from the guideline transaction approach and guideline public companies market approach (Level 3). Significant assumptions and estimates used in determining fair value include future revenues and cash flows, terminal values, discount rates that approximate the reporting units' weighted average cost of capital and a selection of multiples for comparable publicly traded companies as guidelines for determining fair value under the market approach.

Indefinite-lived Intangibles

The Company reviews its indefinite-lived intangible asset for impairment at least annually, as of the first day of the fiscal fourth quarter, and more frequently if events or changes in circumstances indicate that the carrying amount of the indefinite-lived intangible asset may not be recoverable. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying amount, the Company performs a quantitative impairment test. If such reviews indicate the intangible asset may not be recoverable, the impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset.

The Company uses the relief from royalty method to determine the fair value of its trademark/trade name. Significant assumptions and estimates used in determining fair value include future revenue, royalty rate, terminal value, and discount rate.

Definite-lived Assets

Definite-lived assets are amortized on a straight-line basis using estimated useful lives of the related classes of assets.

The Company reviews definite-lived assets, including operating lease assets, property and equipment, and intangible assets subject to amortization for impairment, whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The asset groups are not recoverable if their carrying value exceeds the undiscounted cash flows the Company expects to generate from such asset groups. If the asset groups are not deemed to be recoverable, impairment is measured based on the excess of their carrying value over their fair value.

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For the purposes of impairment testing for Company-owned restaurants, the Company reviews definite-lived assets of such individual restaurants (primarily property and equipment and operating lease assets) that it intends to continue operating for impairment whenever events or changes in circumstances indicate that the carrying amount of a restaurant may not be recoverable. The Company evaluates the recoverability of these restaurant assets by comparing the estimated undiscounted future cash flows over the remaining useful life of the primary asset, which are based on the Company's restaurant-specific assumptions, to the carrying value of such assets. For restaurant assets that may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value. The Company uses unobservable inputs (Level 3) to determine the fair value of its asset groups. Fair value is an estimate of the price a market participant would pay for the restaurant and its related assets, including any operating lease assets, and is determined by discounting the estimated future cash flows of the restaurant, which include a deduction for royalties the Company would receive under a franchise agreement with terms substantially at market. The cash flows incorporate reasonable assumptions that the Company believes a franchisee would make such as sales growth and margin improvement. The discount rate used in the fair value calculation is an estimate of the required rate of return that a franchisee would expect to receive when purchasing a similar restaurant and the related definite-lived assets. The discount rate incorporates rates of return for historical refranchising market transactions and is commensurate with the risks and uncertainty inherent in the forecasted cash flows.

Management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, sublease income and refranchising proceeds. Accordingly, actual results could vary significantly from the Company's estimates.

For the fiscal years ended December 29, 2024, December 31, 2023 and January 1, 2023, the Company recorded impairment charges of operating lease assets and other definite-lived assets for its Company-owned restaurants of \$9.4 million, \$8.4 million and \$23.0 million, respectively. The impairment charges were recorded within "Impairment charges" on the Company's consolidated statements of operations.

Income Taxes

The Company is included in the consolidated U.S. federal and certain state income tax returns of Inspire. The Company has prepared its income tax provision under the pro rata method by recording the Company's relative contribution to the Inspire consolidated income tax provision. The Company is a party to a formal tax sharing agreement between Inspire and certain of its subsidiaries (the "Tax Sharing Agreement"). The Company makes tax payments directly to certain state governmental jurisdictions for itself and on behalf of its subsidiaries. Differences between the Company's income tax provision and cash flows attributable to income taxes pursuant to the provisions of the Company's Tax Sharing Agreement have been recognized as contributions from and distributions to Parent. Current amounts due to or from IRB or affiliates are included in "Other current liabilities" or "Prepaid expenses and other current assets", respectively.

The Company records income tax liabilities based on known obligations and estimates of potential obligations. A deferred tax asset or liability is recognized whenever there are (i) future tax effects from temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases or (ii) operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled. Deferred tax assets related to U.S. federal and state attributes are measured based on the Company's relative contribution to the Inspire consolidated deferred tax assets in accordance with the Tax Sharing Agreement. When considered necessary, the Company records a valuation allowance to reduce the carrying amount of deferred tax assets if it is more likely than not that all or a portion of the assets will not be realized on the Inspire consolidated federal tax return.

The Company applies a recognition threshold and measurement attribute for consolidated financial statement recognition and measurement of potential tax benefits associated with tax positions taken or expected to be taken in the Company's income tax returns ("Uncertain Tax Positions"). The Company uses a two-step process when evaluating tax positions. The Company first determines if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more likely than not recognition threshold is then measured for purposes of consolidated financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized once the position is considered effectively settled.

Interest and penalties accrued for Uncertain Tax Positions are charged to "Income tax expense (benefit)."

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Foreign Currency

The Company's reporting currency is the U.S. dollar, while the functional currency of its Canadian operations is the Canadian dollar. Assets and liabilities are translated into U.S. dollars using the current exchange rates in effect at the balance sheet date, while revenues and expenses are translated at the average exchange rates for the period.

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies the performance obligations.

Company-owned restaurant sales

"Company-owned restaurant sales" include revenues recognized when the performance obligation is satisfied, which occurs upon delivery of food to the customer. "Company-owned restaurant sales" exclude sales taxes collected from the Company's customers.

Franchise fees and royalty revenues

"Franchise fees and royalty revenues" include franchise fees and royalties. The rights and obligations governing franchised restaurants are set forth in the franchise agreement. The franchise agreement provides for a 10 to 20-year initial term subject to certain conditions. Prior to the end of the franchise term or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise agreement, depending on contract terms if certain conditions are met.

Royalties from franchised restaurants are based on a percentage of restaurant sales of the franchised restaurant and are recognized as earned. Initial franchise fees are recorded within "Other current liabilities" and "Other liabilities" on the Company's consolidated balance sheets when received and recognized as revenue over the contractual term of the franchise agreement, once a franchised restaurant is opened. Renewal franchise fees are recognized as revenue over the contractual term of the franchise agreement once the license agreement is signed and the fee is paid. Franchise commitment fee deposits are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants.

Franchise contributions for advertising

"Franchise contributions for advertising" include contributions to advertising funds by franchisees that the Company's subsidiaries manage in the United States and certain foreign markets. The Company acts as a principal in the transactions entered into by the advertising funds and therefore consolidates based on the nature of the goods or services provided and/or our commitment to pay for advertising services in advance of the related franchisee contributions. Additionally, the advertising services provided to franchisees are highly interrelated with the franchise right and therefore not distinct. Franchisees remit to these consolidated advertising funds a percentage of restaurant sales as consideration for providing the advertising services. Contributions to advertising funds are due within the month after which the revenue was generated through sales of the franchised restaurant. Revenue related to these contributions is based on a percentage of restaurant sales and is recognized as earned.

Advertising Costs

Production costs of commercials are expensed in the fiscal period the advertising is first aired while the costs of programming and other advertising, promotion and marketing programs are expensed as incurred. Company-owned restaurants, consistent with franchisees, are required to make contributions to advertising funds. Contributions are based on a percentage of sales of Company-owned restaurants. These costs as well as direct marketing costs the Company may incur outside of the advertising funds related to Company-owned restaurants are recorded within "Company-owned restaurant expenses, excluding depreciation and amortization." The Company-owned advertising expenses for the years ended December 29, 2024, December 31, 2023 and January 1, 2023 were \$91.9 million, \$80.2 million and \$76.3 million, respectively. Advertising expenses as a result of our obligation to spend franchisee contributions to those funds are recorded as "Franchise advertising expenses." At the end of each fiscal year, additional advertising costs are accrued to the extent advertising revenues exceed the related advertising expense to-date, as the Company is obligated to expend such amounts on advertising.

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Leases

The Company evaluates the contracts it enters into to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property or equipment for a period of time in exchange for consideration. Our contracts do not contain any material residual value guarantees or material restrictive covenants. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales-type or direct financing lease where the Company is a lessor or sublessor, based on their terms.

Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact the classification of and accounting for the Company's leases. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

The Company has lease agreements with lease and non-lease components. The Company elected the practical expedient to not separate non-lease components from lease components for all classes of underlying assets.

Operating Leases

Operating lease assets and liabilities are recognized upon lease commencement. The Company recognizes operating lease liabilities equal to the future unpaid lease payments for non-cancelable operating leases having an initial lease term in excess of one year, discounted by Inspire's incremental borrowing rate ("IBR"). Inspire's IBR is used because the rates implicit in most of the Company's leases are not readily determinable. The IBR selected is based on Inspire's credit rating and respective lease term.

Minimum lease payments or receipts, including minimum scheduled rent increases, are recognized as rent expense where the Company is a lessee, or income where the Company is a lessor, as applicable, on a straight-line basis over the applicable lease terms. There is a period under certain lease agreements referred to as a rent holiday that begins on the possession date and ends on the rent commencement date. During a rent holiday, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on a straight-line basis. Certain leases contain provisions, referred to as contingent rent, which require additional rental payments based upon restaurant sales volume. Contingent rent is recognized each period as the liability is incurred or the asset is earned.

Lease cost for operating leases is recognized on a straight-line basis and includes the amortization of the right of use ("ROU") asset and interest expense related to the operating lease liability. Variable lease cost for operating leases includes contingent rent. Leases with an initial term of 12 months or less are not recorded in the consolidated balance sheets and are recognized on a straight-line basis over the lease term in the Company's consolidated statements of operations. Lease costs are recorded in the consolidated statements of operations based on the nature of the underlying lease as follows: (1) rental expense related to leases for Company-operated restaurants is recorded to "Company-owned restaurant expenses, excluding depreciation and amortization" and (2) rental expense related to leases for corporate offices and equipment is recorded to "Selling, general and administrative expenses."

Finance Leases

Amounts of finance leases are recognized based on future unpaid lease payments over the lease term. Lease cost for finance leases includes the amortization of the finance lease asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization," and interest expense on the finance lease liability, which is calculated using the effective interest method and recorded to "Interest expense, net." Finance lease assets are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

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Fair Value Measurements

The Company's financial instruments include cash, cash equivalents, accounts receivable, accounts payable and finance leases. The fair value of cash, cash equivalents, accounts receivable and accounts payable approximates book value due to their short-term nature. The carrying values of goodwill and indefinite-lived intangible assets are tested annually for impairment or more frequently if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs (Level 3) if a quantitative impairment testing approach is taken. Asset groups containing other definite-lived assets are tested for impairment if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during 2024 or 2023.

For certain of the Company's assets and liabilities, valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

Level 1 Inputs: Quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs: Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 Inputs: Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

Contributions from and Distributions to Parent

Contributions from and distributions to Parent principally result from transactions with the Parent conducted in accordance with Inspire's centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Parent on a net basis on the consolidated statements of stockholder's equity. The net distributions in a year are first recorded to "Accumulated deficit" to the extent of the current year income, if any. Any remaining distributions in a year are then recorded to "Additional paid-in capital," if any, until the cumulative "Additional paid-in capital" balance is reduced to zero and are then subsequently recorded to "Accumulated deficit." The net contributions in a year are recorded to "Additional paid-in capital." The Company presents contributions from and distributions to Parent on a net basis as a financing activity on the consolidated statements of cash flows.

Out-of-Period Adjustments

The Company recorded an after-tax charge of \$17.4 million in its consolidated statement of operations for the year ended January 1, 2023 reflecting the cumulative impact of prior period errors identified and corrected during 2022. The prior period errors were primarily associated with the estimated useful lives of certain leasehold improvements that extended beyond the terms of the respective leases. Based on an analysis of qualitative and quantitative factors, the Company concluded that the cumulative impact of these errors was not material to any of the Company's previously issued consolidated financial statements.

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.

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New Accounting Pronouncements Not Yet Adopted

Income Taxes (ASU 2023-09)

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09") which requires additional disclosures in the rate reconciliation about specific categories of reconciling items and any individual jurisdictions that result in a significant difference between the statutory tax rate and the effective tax rate. ASU 2023-09 also requires entities to disclose annual income taxes paid (net of refunds received) disaggregated by federal, state and foreign taxes and in some cases to disaggregate the information by jurisdiction based on a quantitative threshold. The guidance is effective for the Company beginning in fiscal year 2026, with early adoption permitted, and may be applied on a prospective or retrospective basis. The Company is currently evaluating the potential effects of adoption of ASU 2023-09 and expects to provide additional detail and disclosures under this new guidance.

The Company reviewed all other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's consolidated financial statements when adoption is required in the future.

3. SUPPLEMENTAL BALANCE SHEET INFORMATION

Accounts receivable, net consists of the following:

<i>(dollars in thousands)</i>	2024	2023
Credit cards	\$ 22,743	\$ 28,093
Royalties and fees	2,009	2,421
Third party delivery receivables	2,600	4,127
Gift cards	29,445	32,045
Other	17,257	16,914
Accounts receivable, gross	74,054	83,600
Allowance for credit losses	(1,703)	(78)
Accounts receivable, net	<u>\$ 72,351</u>	<u>\$ 83,522</u>

Prepaid expenses and other current assets consist of the following:

<i>(dollars in thousands)</i>	2024	2023
Inventories	\$ 16,337	\$ 16,368
Other prepaid expenses	11,096	17,818
Other current assets	5,233	4,665
Prepaid expenses and other current assets	<u>\$ 32,666</u>	<u>\$ 38,851</u>

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Property and equipment, net consists of the following:

<i>(dollars in thousands)</i>	2024	2023
Owened:		
Land	\$ 2,602	\$ 2,602
Buildings	3,675	3,430
Restaurant and other equipment	490,534	454,648
Leasehold improvements	550,473	563,358
Construction in progress	12,567	13,323
Leased:		
Finance lease assets	14,150	17,977
Property and equipment, gross	1,074,001	1,055,338
Accumulated depreciation and amortization ^(a)	(727,499)	(695,184)
Property and equipment, net	<u>\$ 346,502</u>	<u>\$ 360,154</u>

(a) Includes \$9.6 million and \$11.2 million of accumulated amortization related to finance lease assets as of December 29, 2024 and December 31, 2023, respectively. Depreciation expense was \$100.2 million, \$106.0 million and \$140.2 million in 2024, 2023 and 2022, respectively.

Other current liabilities consist of the following:

<i>(dollars in thousands)</i>	2024	2023
Gift card liability	\$ 72,878	\$ 75,176
Accrued payroll and incentive compensation	18,092	23,699
Accrued income taxes - due to affiliates	26,929	34,473
Other accrued taxes	15,458	15,103
Deferred revenue	19,060	16,714
Other ^(a)	25,420	41,047
Other current liabilities	<u>\$ 177,837</u>	<u>\$ 206,212</u>

(a) Includes accrued interest, advertising, and other accrued liabilities.

4. GOODWILL AND INTANGIBLE ASSETS, NET

As of December 29, 2024 and December 31, 2023, goodwill had a balance of \$909.4 million. As of December 29, 2024 and December 31, 2023, the indefinite-lived trademark/trade name had a balance of \$1,340.0 million, net of accumulated impairment charges of \$420.0 million. During 2022, the Company recorded a non-cash impairment charge to BWV trademark/trade name of \$170.0 million due to a decrease in future expected cash flows. During 2024 and 2023, no impairment was indicated. All impairment charges were recorded within "Impairment charges" on the Company's consolidated statements of operations.

The carrying values of the Company's remaining intangible assets consist of the following:

		2024		
		Gross		
	Estimated	Carrying	Accumulated	
<i>(dollars in thousands)</i>	useful life	Amount	Amortization	Net
Computer software	1 - 7 years	\$ 10,594	\$ (5,948)	\$ 4,646
Franchise agreements	10 - 20 years	9,000	(5,155)	3,845
Reacquired franchise rights	(a)	14,176	(5,130)	9,046
Intangible assets		<u>\$ 33,770</u>	<u>\$ (16,233)</u>	<u>\$ 17,537</u>

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
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		2023		
		Gross Carrying Amount	Accumulated Amortization	Net
<i>(dollars in thousands)</i>	Estimated useful life			
Computer software	1 - 7 years	\$ 19,800	\$ (11,169)	\$ 8,631
Franchise agreements	10 - 20 years	9,000	(4,389)	4,611
Reacquired franchise rights	(a)	17,215	(5,311)	11,904
Intangible assets		<u>\$ 46,015</u>	<u>\$ (20,869)</u>	<u>\$ 25,146</u>

(a) Estimated useful lives are based on the remaining license terms on acquired agreements at the time of acquisition.

<i>(dollars in thousands)</i>	Total
Aggregate amortization expense:	
Actual for fiscal year:	
2022	\$ 5,759
2023	4,311
2024	4,447
Estimate for fiscal year:	
2025	4,109
2026	3,048
2027	2,586
2028	1,604
2029	1,583
Thereafter	4,607
	<u>\$ 17,537</u>

5. LEASES

The Company is party as a lessee and/or lessor to various leases for restaurants and other property, including land and buildings, as well as leases for office equipment and automobiles. In addition, the Company has leased and subleased land and buildings to others. Included in the Company's consolidated balance sheets were the following amounts related to operating and finance lease assets and lease liabilities:

<i>(dollars in thousands)</i>		2024	2023
Leases	Classification		
Assets			
Operating lease assets	Operating lease assets, net	\$ 466,605	\$ 449,497
Finance lease assets	Property and equipment, net	4,506	6,822
Total leased assets		<u>\$ 471,111</u>	<u>\$ 456,319</u>
Liabilities			
Current			
Operating	Current portion of operating lease liabilities	\$ 82,636	\$ 85,150
Finance	Current portion of long-term debt	2,275	2,805
Noncurrent			
Operating	Long-term operating lease liabilities	413,651	393,022
Finance	Long-term debt, net	5,135	8,528
Total lease liabilities		<u>\$ 503,697</u>	<u>\$ 489,505</u>

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(dollars in thousands)

Lease Cost	Classification	2024	2023	2022
Operating lease cost ^(a)	Company-owned restaurant expenses, excluding depreciation and amortization	\$ 107,660	\$ 106,840	\$ 109,666
Finance lease cost				
Amortization of leased assets	Depreciation and amortization	1,634	2,220	2,663
Interest on lease liabilities	Interest expense, net	715	1,303	1,785
Rental and sublease income	Other revenues ^(b)	(2,701)	(2,655)	(2,430)
Net lease cost		<u>\$ 107,308</u>	<u>\$ 107,708</u>	<u>\$ 111,684</u>

(a) Includes an immaterial amount classified as "Selling, general and administrative expenses." Additionally, includes short-term leases and variable lease costs, which are immaterial.

(b) Rental and sublease income related to variable lease payments was immaterial for 2024, 2023 and 2022.

Future lease commitments to be paid and received by the Company as of December 29, 2024 are as follows:

	Payments		Receipts	
	Operating	Finance	Operating	Net Leases
(dollars in thousands)				
Fiscal Year				
2025	\$ 106,457	\$ 2,689	\$ (2,148)	\$ 106,998
2026	97,213	2,002	(1,652)	97,563
2027	85,499	1,149	(1,415)	85,233
2028	76,187	1,061	(1,040)	76,208
2029	63,896	824	(545)	64,175
Thereafter	178,485	1,871	(1,506)	178,850
Total	<u>\$ 607,737</u>	<u>\$ 9,596</u>	<u>\$ (8,306)</u>	<u>\$ 609,027</u>
Less interest	<u>(111,450)</u>	<u>(2,186)</u>		
Present value of lease liabilities	<u>\$ 496,287</u>	<u>\$ 7,410</u>		

Lease Term and Discount Rate	2024	2023
Weighted-average remaining lease term (years)		
Operating leases	7.08	6.70
Finance leases	4.96	5.13
Weighted-average discount rate		
Operating leases	5.68 %	5.28 %
Finance leases	8.76 %	9.55 %

(dollars in thousands)

Other Information	2024	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 108,309	\$ 108,042	\$ 106,416
Operating cash flows from finance leases	\$ 716	\$ 1,303	\$ 1,787
Financing cash flows from finance leases	\$ 2,606	\$ 3,184	\$ 3,479
Supplemental non-cash information on lease liabilities arising from obtaining lease assets:			
Finance lease assets obtained in exchange for new finance lease liabilities ^(a)	\$ (667)	\$ (1,955)	\$ —
Operating lease assets obtained in exchange for new operating leases liabilities	\$ 99,786	\$ 94,664	\$ 82,967

(a) Includes all noncash changes related to modifications or reassessments of finance leases, which may result in a decrease to the right-of-use asset.

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6. REVENUE RECOGNITION

As of December 29, 2024, December 31, 2023 and January 1, 2023, contract liabilities (deferred revenue included in "Other current liabilities" and "Other liabilities") were \$19.0 million, \$13.6 million and \$7.8 million, respectively. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is recognized on a straight-line basis over the remaining term of the related agreement. The Company recognized \$0.9 million, \$0.8 million and \$0.9 million of revenues associated with prior year deferred franchise fees for the years ended December 29, 2024, December 31, 2023 and January 1, 2023, respectively, offset by cash payments received or due in advance of satisfying the Company's performance obligations.

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

Fiscal Year (dollars in thousands)	Total
2025	\$ 875
2026	823
2027	783
2028	749
2029	718
Thereafter	15,011
Total	18,959

7. INCOME TAXES

Income (loss) before income taxes is set forth below:

(dollars in thousands)	2024	2023	2022
Domestic	\$ 158,177	\$ 202,500	\$ (159,260)
Foreign	(1,269)	(6,141)	(5,423)
Income (loss) before income taxes	\$ 156,908	\$ 196,359	\$ (164,683)

Income tax expense (benefit) is set forth below:

(dollars in thousands)	2024	2023	2022
Federal	\$ 12,911	\$ 29,115	\$ 1,554
State	7,200	10,699	4,348
Current tax expense	20,111	39,814	5,902
Federal	6,072	(3,874)	(43,410)
State	1,678	1,634	(10,274)
Deferred tax expense (benefit)	7,750	(2,240)	(53,684)
Income tax expense (benefit)	\$ 27,861	\$ 37,574	\$ (47,782)

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The Company's effective tax rates for the years ended December 29, 2024, December 31, 2023 and January 1, 2023 were 17.8%, 19.1% and 29.0%, respectively. The effective tax rate differs from the U.S. federal statutory rate as follows:

	2024	2023	2022
U.S. federal statutory rate	21.0 %	21.0 %	21.0 %
State income taxes	4.5	5.0	2.8
U.S. federal tax credits	(8.1)	(6.4)	6.8
Tax provision adjustments and revisions to prior years' returns	—	(0.6)	(0.8)
Other	0.4	0.1	(0.8)
Effective tax rate	<u>17.8 %</u>	<u>19.1 %</u>	<u>29.0 %</u>

Deferred tax assets (liabilities) are set forth below:

<i>(dollars in thousands)</i>	2024	2023
Deferred tax assets:		
Operating lease liabilities	\$ 122,693	\$ 119,413
Accrued compensation and related benefits	12,514	11,846
Franchise rights	9,456	11,465
Net operating loss and tax credit carryforwards	11,774	8,764
Other	21,871	25,844
Gross deferred tax assets	178,308	177,332
Valuation allowance	(12,044)	(12,275)
Net deferred tax assets	<u>\$ 166,264</u>	<u>\$ 165,057</u>
Deferred tax liabilities:		
Intangible asset - trademark/trade name	\$ (326,331)	\$ (325,995)
Operating lease assets	(115,545)	(111,413)
Store repairs and maintenance	(6,524)	(5,320)
Property and equipment	(6,007)	(3,074)
Other	(13,143)	(12,791)
Total deferred tax liabilities	(467,550)	(458,593)
Deferred tax liabilities, net	<u>\$ (301,286)</u>	<u>\$ (293,536)</u>

Operating loss and tax credit carryforwards primarily consist of Canadian net operating losses that are fully valued and net operating losses and credits related to various U.S. state jurisdictions that expire between 2029-2042. There is an immaterial amount of state net operating losses that have no expiration.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods for which the deferred tax assets are deductible, management believes, as of December 29, 2024, with the exception of certain state and foreign net operating loss and credit carryforwards for which valuation allowances have been recorded, it is more likely than not that the Company will realize the benefits of the deferred tax assets. During the year ended December 29, 2024, there was an immaterial net decrease in the total valuation allowance primarily due to the expiration of state tax credits.

The U.S. federal income tax returns for all fiscal years ended through December 30, 2018 are settled. The U.S. federal income tax returns for Inspire remain subject to examination for all subsequent fiscal periods. With limited exceptions, certain of the Company's state income tax returns from fiscal year 2013 forward remain subject to examination. Various state income tax returns are currently under examination.

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Uncertain Tax Positions

As of December 29, 2024 and December 31, 2023, the Company had unrecognized tax benefits of \$3.8 million and \$3.9 million, respectively, which if resolved favorably would reduce income tax expense by \$3.0 million and \$3.1 million, respectively.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

<i>(dollars in thousands)</i>	2024	2023
Beginning balance	\$ 3,917	\$ 3,992
Additions:		
Tax positions related to current year	905	885
Reductions:		
Lapse of statute of limitations	(983)	(960)
Ending balance	<u>\$ 3,839</u>	<u>\$ 3,917</u>

During the fiscal year ending December 28, 2025, the Company believes a reduction of the unrecognized tax benefits by \$1.1 million is reasonably possible, primarily as a result of the expiration of statutes of limitations.

As of December 29, 2024 and December 31, 2023, the Company had approximately \$0.9 million accrued for interest and penalties related to unrecognized tax benefits. During the years ended December 29, 2024, December 31, 2023 and January 1, 2023, the Company decreased its accruals for interest and penalties expense related to unrecognized tax benefits by an immaterial amount.

8. GUARANTEES AND OTHER COMMITMENTS AND CONTINGENCIES

Term Loans and Revolving Credit Facility Guarantee

IRB entered into a credit agreement (the “IRB Credit Agreement”) that provides for a secured credit facility, which includes a term loan facility (the “IRB Term Loan”) and a revolving credit facility (the “IRB Revolving Credit Facility”). The IRB Revolving Credit Facility allows for the issuance of up to \$490.0 million of revolving facilities and certain other credit instruments, including total letters of credit of \$50.0 million. The IRB Credit Agreement contains customary provisions relating to mandatory prepayments, voluntary prepayments, conditions to borrowings and issuances of letters of credit under the IRB Revolving Credit Facility, representations and warranties, affirmative covenants, negative covenants and events of default. All obligations under the IRB Credit Agreement are guaranteed by the Company and its subsidiaries through the maturity dates and secured by substantially all assets of the Company and its subsidiaries.

As of December 29, 2024, approximately \$4,215.6 million was outstanding under the IRB Term Loan. As of December 29, 2024, there was \$28.2 million of outstanding letters of credit under the IRB Revolving Credit Facility and approximately \$461.8 million remaining capacity for future borrowings.

Advertising Commitments

The Company has purchase commitments related to the execution of its advertising strategies, including agency fees and media buy obligations. Because most media purchase commitments can be canceled within 90 days of scheduled broadcasts, the Company does not believe that termination of these agreements would have a significant impact on its operations.

Legal and Environmental Matters

The Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

BUFFALO WILD WINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

9. TRANSACTIONS WITH RELATED PARTIES

Shared service costs from Inspire are directly incurred by and allocated to the Company. Shared service costs are included in "Management fee to affiliate" in the Company's consolidated statements of operations. In 2022, Inspire's allocation methodology included both direct charges and indirect allocations based on revenues. Beginning in 2023, Inspire's allocation methodology changed to only include allocating expenses based on charges directly incurred by the Company. As a result of these allocations, BWW's results of operations may not be indicative of those that would be achieved if they had operated on a stand-alone basis.

10. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through March 20, 2025, the date the consolidated financial statements were available to be issued, and there are no items to disclose or that require adjustment.

GUARANTEE OF PERFORMANCE

For value received, **Buffalo Wild Wings, Inc.**, a Minnesota corporation (the "Guarantor"), located at Three Glenlake Parkway NE, Atlanta, Georgia 30328, absolutely and unconditionally guarantees to assume the duties and obligations of **Buffalo Wild Wings International, Inc.**, located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its **2025** Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia, on this 26th day of March 2025.

GUARANTOR:

BUFFALO WILD WINGS, INC.

By: 

Name: Lisa P. Storey

Title: Vice President, Franchise Counsel

EXHIBIT C
FRANCHISE AGREEMENT

**Buffalo Wild Wings GO® Restaurant
Franchise Agreement**

between

**Buffalo Wild Wings International, Inc.
Three Glenlake Parkway NE
Atlanta, GA 30328**

and

Name of Franchisee(s)

Street Address

City State Zip Code

Phone Number

Authorized Location:

Street

City State Zip Code

Effective Date:

(To be completed by us)

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BWW-GO RESTAURANT FRANCHISE AGREEMENT

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APPENDICES

- A. Ownership and Management Appendix
- B. Principal Terms Appendix
- C. Guaranty and Assumption of Obligations
- D. [Option to Assume Lease](#) ~~Addendum~~

BUFFALO WILD WINGS-GO RESTAURANT

FRANCHISE AGREEMENT

This Franchise Agreement (the “Agreement”) is made as of the Effective Date listed on the cover page to this Agreement (the “Effective Date”) between BUFFALO WILD WINGS INTERNATIONAL, INC., an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we” or “us”), and _____, a(n) _____ whose principal business address is _____ (“you”).

RECITALS

A. Our parent company has developed a system for developing and operating restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption, operate under the System (defined below), and are primarily identified by the Buffalo Wild Wings GO® brand and/or other Trademarks (defined below) (“BWW-GO Restaurants”);

B. Many of the food and beverage products that BWW-GO Restaurants offer and sell 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® and BUFFALO WILD WINGS GO® Trademarks and other trademarks used in connection with the operation of a BWW-GO Restaurant;

D. Our parent company has granted to us the right to sublicense the right to develop and operate BWW-GO Restaurants; and

E. You desire to develop and operate a BWW-GO Restaurant and we, in reliance on your representations, have approved your franchise application to do so in accordance with this Agreement.

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

DEFINITIONS

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

A. “Control Person” means the individual whom we approve who (i) has the authority under your (and/or your direct and indirect parent company’s) organizational documents to authorize a merger, liquidation, dissolution or transfer of substantially all of your assets and otherwise to direct and control your management and policies without the vote or consent of any other person or entity; (ii) actively directs your business affairs in regard to the Restaurant and is responsible for overseeing the general management of the day-to-day operations of the Restaurant; and (iii) has authority to sign on your behalf on all contracts and commercial documents. The Control Person as of the Effective Date is identified on the Ownership and Management Appendix attached to this Agreement as Appendix A.

B. “Competitive Business” means any restaurant or other foodservice business (whether or not operating from a retail location) that generates, or is reasonably expected to generate, at least ten percent (10%) of its revenue during any six (6)-month period from the sale of

chicken wings, chicken tenders or other chicken pieces, whether at wholesale or retail, other than a BWG-GO Restaurant or a Buffalo Wild Wings® sports bar operated under an effective franchise agreement with us.

C. “Gross Sales” includes the total revenues and receipts from the sale of all products, services and merchandise directly or indirectly sold in or in relation to your Restaurant, including fees or charges for any delivery, catering and other off-site activities and events, gaming activities, license and use fees, and implied or imputed Gross Sales from any business interruption insurance. However, Gross Sales excludes (1) sales taxes, use taxes, and other similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (2) any bona fide voids, refunds and credits that are actually provided to customers; and (3) the face value of coupons or discounts that customers redeem. Each charge or sale upon credit shall be treated as a sale for the full price on the day during which such charge or sale is made, irrespective of when you receive payment (whether full or partial, or at all) on that sale. Amounts paid by gift certificate, gift card, stored value card or similar program are included in Gross Sales when the gift certificate, other instrument or applicable credit is redeemed.

D. “Menu Items” means the chicken wings, chicken tenders and other products and beverages prepared according to our specified recipes and procedures, as we may modify and change them from time to time, that we periodically authorize for sale at your Restaurant.

E. “Owner” means, if you are a corporation, limited liability company, partnership or other business entity, any individual or entity holding a direct or indirect ownership or other equity interest in you (whether of record, beneficially, or otherwise), whether directly or through one or more intermediary entities, including any interest that allows the holder of that interest (whether directly or indirectly) to direct or participate in the direction of the management of you or the Restaurant (such as a managing partner interest in a partnership, a manager or managing member interest in a limited liability company, and a trustee of a trust), or to share in the revenue, profits or losses of, or any capital appreciation relating to, you or the Restaurant.

F. “Principal Owner” means any Owner who, now or hereafter, directly or indirectly owns a ten percent (10%) or greater interest in you (where you are a corporation, limited liability company, partnership or other business entity). However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any individual or entity who directly or indirectly owns less than a ten percent (10%) interest in you, we have the right to designate that person or entity as a Principal Owner for all purposes under this Agreement. In addition, if you are 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 you are a limited liability company, then each person or entity who now or hereafter is or becomes a manager or managing member is a Principal Owner, regardless of the percentage ownership interest (if any). If you sign this Agreement as one or more individuals, each individual is a Principal Owner. You must have at least one Principal Owner. Your Principal Owner(s) as of the Effective Date are identified on the Ownership and Management Appendix attached to this Agreement. Every time there is a change in the persons who are your Principal Owners, then without limiting our rights and your other obligations, you must, within ten (10) days after the date of each such change, update the Ownership and Management Appendix. As used in this Agreement, any reference to Principal Owner includes all Principal Owners.

G. “Restaurant” means the BWG-GO Restaurant you develop and operate at the authorized location pursuant to this Agreement.

H. “Restricted Persons” means, individually and collectively, you, your affiliates, your Control Person, all Principal Owners, all of your guarantors, and all of your Owners.

I. “System” means the Buffalo Wild Wings GO® Restaurant franchise system, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with distinctive 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.

J. “Trade Dress” means the designs, color schemes, image and other elements of trade dress that we authorize you to use in the operation of the Restaurant from time to time, as we may periodically modify them.

K. “Trademarks” means the Buffalo Wild Wings GO® trademark and service mark and other trademarks, service marks, trade names and logos, as we may modify and change them from time to time, and the Trade Dress and other commercial symbols used in the operation of the Restaurant.

L. “Unit General Manager” means the individual who personally invests his or her full time and attention and devotes his or her best efforts to the on-premises general management of the day-to-day operations of the Restaurant and meets our training requirements.

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 BWG-GO Restaurant identified by the Trademarks to be located at the premises that you have selected which is identified on the Principal Terms Appendix attached to this Agreement as Appendix B (the “Authorized Location”). You acknowledge and agree that, despite any assistance, information or recommendations that we may have provided with respect to the Authorized Location or any other site, our acceptance of a site does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the site for your Restaurant or of the likelihood that a BWG-GO Restaurant will succeed at that site. You acknowledge and agree that your acceptance of a franchise for the operation of a Restaurant at the Authorized Location is based on your own independent investigation. You accept the license and undertake the obligation to operate the Restaurant at the Authorized Location using the Trademarks and the System in compliance with the terms and conditions of this Agreement.

B. Designated Area and Non-Traditional Locations. The Authorized Location is located within the area described in the Principal Terms Appendix (the “Designated Area”). Provided that you and your affiliates are in compliance with the terms of this Agreement and any other agreements with us and our affiliates relating to the Restaurant, we and our affiliates will not open and operate, or grant to anyone else a license or franchise to open and operate, a BWG-GO Restaurant the physical premises of which are located within the Designated Area so long as this Agreement is in effect, except for BWG-GO Restaurants located at Non-Traditional Locations (defined below) within the Designated Area. You acknowledge that the consumer service area, delivery area or trade area of another BWG-GO Restaurant may overlap with your Designated Area.

You acknowledge and agree that certain locations within and outside the Designated Area are by their nature separate in character from sites generally developed as BWW-GO Restaurants. As a result, you agree that the following locations (“Non-Traditional Locations”) are excluded from the Designated Area, and we and our affiliates have the right to open and operate, or grant to anyone else a license or franchise to open and operate, BWW-GO Restaurants at such locations, whether those locations are within or outside the Designated Area: any permanent or temporary food service facility that operates (1) under one or more of the Trademarks and all or part of the System, and (2) at locations that do not feature unlimited and unrestricted access to the general public. Non-Traditional Locations include, but are not limited to: (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories.

C. Nonexclusivity; Our Reservation of Rights. Your rights under this Agreement are limited to the right to develop and operate one Restaurant at the Authorized Location located in the Designated Area and do not include (i) any right to sell Menu Items or any other products, whether identified by the Trademarks or other trademarks, at or from any location other than the Authorized Location or through any other channels or methods of distribution, or (ii) any right to sell products and Menu Items identified by the Trademarks to any person or entity for resale or further distribution.

We (on behalf of ourselves and on behalf of any other entity which we may acquire, or be acquired by, or otherwise are or become affiliated with) retain all rights not expressly granted in this Agreement and shall at all times have the right to engage in any activities we or they deem appropriate that are not expressly prohibited by this Agreement. By way of example and without limitation, this includes:

1. establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, BWW-GO Restaurants at any locations outside the Designated Area and BWW-GO Restaurants at any Non-Traditional Locations within or outside the Designated Area;

2. establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, restaurants and other foodservice establishments (including Buffalo Wild Wings® sports bars) or any similar or dissimilar businesses that either are not primarily identified by the Buffalo Wild Wings GO® Trademark or do not operate under the System at any locations, whether within or outside the Designated Area;

3. all rights relating directly or indirectly to the Trademarks, and all Menu Items and other products and services associated with any of the Trademarks, in connection with any methods of distribution, except as specifically set forth in Section 2.B. This includes providing, and granting rights to others to provide (except as specifically set forth in Section 2.B), products and services that are similar or dissimilar to, or competitive with, any Menu Items and other products and services provided at BWW-GO Restaurants, whether identified by the Trademarks or other trademarks or

service marks, regardless of the method of distribution and at any area or location, including providing, and granting others the right to provide: (a) through other BWW-GO Restaurants, Buffalo Wild Wings® sports bars, and/or other methods of distribution, catering and delivery services for Menu Items and other products and services within or outside the Designated Area, and (b) any frozen items, pre-packaged items or other products or services associated with BWW-GO Restaurants (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, through any channels of distribution such as grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing sites and office buildings), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce); and

4. acquiring the assets or ownership interests of, or being acquired (regardless of the form of transaction) by, a one or more businesses providing products and services similar or dissimilar to those provided at BWW-GO Restaurants, and franchising, licensing or creating other arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, whether within or outside the Designated Area.

D. Ownership and Guarantee. You represent and warrant to us that the Ownership and Management Appendix reflects all of your Owners and their direct or indirect ownership or other equity interests in you as of the Effective Date. All of your Principal Owners must execute the form of undertaking and guarantee attached as Appendix C to 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 Section 11 or otherwise must execute our then current form of undertaking and guarantee within ten (10) days after the date 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 obligations under this Section 2.D.

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 your compliance with this Agreement, including 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 print or electronic media.

B. Trademark Use. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Restaurant except the Trademarks or except as we otherwise direct in writing. You may use the Trademarks only in connection with such products and services as we periodically specify and only in the form and manner we periodically prescribe

in writing. You must comply with all of our 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 and 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 GO® (or such other name that we specify) as the trade name of the Restaurant and you may not use any other mark or words to identify the Restaurant without our prior written consent. You may not use the phrase “Buffalo Wild Wings GO,” “Buffalo Wild Wings” or any of the other Trademarks (or any variation of the Trademarks) as part of the name of your corporation, partnership, limited liability company or other business entity. You may use the Trademarks on various materials, such as business cards, stationery and checks, that we periodically specify provided you (i) accurately depict the Trademarks on the materials as we prescribe, (ii) include a statement on the materials and other notices that we periodically satisfy 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 BWW-GO Restaurant franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Restaurant, that the Buffalo Wild Wings GO® and Buffalo Wild Wings® Trademarks are owned by our parent company, and that your use of the Trademarks 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. If any person or entity improperly uses or infringes the Trademarks or challenges your use or our (or our parent company’s) use or ownership of the Trademarks, we will control all litigation, administrative and other proceedings 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 become 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. All provisions of this Agreement relating to the Trademarks apply to any additional and substitute trademarks, service marks, trade names, logos and Trade Dress that we periodically authorize you to use.

TERM AND RENEWAL

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

A. Term. The initial term of this Agreement commences on the Effective Date and expires on the expiration date identified on Appendix B, unless this Agreement is sooner terminated in accordance with Section 13. You do not have any right to sublicense or subfranchise any of your rights under this Agreement and do not have the right to operate more than one Restaurant under

this Agreement. You must operate the Restaurant and use your best efforts to promote and increase the sales and service of Menu Items from the Restaurant during the entire term of this Agreement.

B. Renewal Term and Conditions of Renewal.

1. If the term of this Agreement is twenty (20) years, then you acknowledge and agree that you have no right or option to renew or extend your rights under this Agreement or your license to continue operating the Restaurant. Whether we and you continue in a relationship with respect to the Restaurant is entirely up to us and you, in each of our and your respective sole options, and under whatever terms and conditions we and you agree to (if we and you do agree) at the time.

2. If the term of this Agreement is ten (10) years, then you may renew your license to operate the Restaurant as a BWW-GO Restaurant for one (1) renewal term of ten (10) years, provided that: (i) you have given us written notice of your decision to renew at least six (6) months but not more than twelve (12) months prior to the end of the expiring term; (ii) you sign our then current form of franchise agreement and related documents (modified to reflect that the agreement relates to the grant of a renewal license), the terms of which may differ materially from those in this Agreement, including higher fees and a modification to the Designated Area and/or your rights in any new designated area; (iii) you have complied with our then current requirements for modernization of the Restaurant 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 BWW-GO Restaurant, 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 relocation requirements of Section 5.E; (iv) you are not in default of this Agreement or any other agreement pertaining to the Restaurant, have satisfied all monetary and other material obligations on a timely basis during the initial term of this Agreement, and are then otherwise in good standing; (v) if you are 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 time you sign the new franchise agreement, a renewal fee in the amount equal to fifty percent (50%) the initial franchise fee that we are then charging new franchisees developing new BWW-GO Restaurants; and (viii) you, each Principal Owner and each guarantor 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.

DEVELOPMENT, OPENING AND MAINTENANCE OF RESTAURANT

5. You acknowledge and agree that we have the right to establish and modify, from time to time, quality standards regarding the development and business operations of BWW-GO Restaurants 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, as we may periodically modify them, and agree to the following terms and conditions:

A. Restaurant Facility; Lease or Purchase Contract. You may not use the Restaurant premises or Authorized Location for any purpose other than the operation of a BWW-GO Restaurant during the term of this Agreement. If you plan to enter into any type of lease for the Restaurant

premises, you and your landlord must sign the [Option to Assume Lease Addendum](#) attached as [Appendix D](#) to this Agreement. You may not change the [Option to Assume Lease Addendum](#) form without our approval. You must provide us a copy of the executed lease and [Option to Assume Lease Addendum](#), as well as any amendments to the lease entered into after its effective date, within five (5) days after execution. We have no responsibility for the lease or any amendments thereto. It is your sole responsibility to evaluate, negotiate and enter into the lease for the Restaurant premises. You must execute, and provide us an executed copy of, your lease (including an executed copy of the [Option to Assume Lease Addendum](#)) or the purchase agreement for the Authorized Location within thirty (30) days after the Effective Date.

B. Construction. You must construct and equip the Restaurant in strict accordance with our approved specifications and standards pertaining to equipment, inventory, signage, fixtures, furnishings, Trade Dress, and design and layout of the Authorized Location. You must provide us for our approval purposed building plans for your Restaurant in the form that we reasonably specify. You may not commence construction of the Restaurant until you have received our written approval of your building plans. Our review is limited to evaluating your compliance with our design requirements and this Agreement's other requirements. Our review is not designed to assess compliance with federal, state, or local laws and regulations, including the Americans with Disabilities Act, as compliance with those laws and regulations is your responsibility. You must remedy, at your expense, any noncompliance or alleged noncompliance with those laws and regulations. We may periodically inspect the Restaurant and the site while you are developing the Restaurant.

Without limiting the generality of the foregoing, you must promptly after obtaining a fully-executed lease for the Restaurant: (i) retain the services of an architect that we approve; (ii) retain the services of a general contractor that we approve; (iii) have prepared and submitted for our approval a site survey and basic architectural plans and specifications (not for construction) consistent with our general atmosphere, image, color scheme and ambience requirements as set forth from time to time in the manuals for a BWW-GO Restaurant (including requirements for dimensions, exterior design, materials, interior design and layout, Computer System (defined in Section 6.D) and other 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 the plans and specifications we approve and all applicable ordinances, building codes and permit requirements without any unauthorized alterations; (vi) obtain all required zoning changes and all customary contractors' sworn statements and partial and final waivers; and (vii) obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including the Americans With Disabilities Act.

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 we provide our consent for the initial plans, whether at our or your request, must be made in accordance with our specifications. 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 one hundred (100) days before the Required Open Date (defined below) if the Restaurant will be in a new free standing location or at least seventy-five (75) days

before the Required Open Date if the Restaurant will be in a non-free standing location or conversion of an existing free-standing building. We may require you to provide us weekly development and construction progress reports in the form we designate from the date you begin development until the date you open the Restaurant. In addition, on or before the deadlines to start construction you must submit to us, if requested, executed copies of any loan documents and any other document that proves that you have secured adequate financing to complete the construction of the Restaurant by the Required Open Date.

Within one hundred twenty (120) days after the Restaurant first opens for business, you must provide us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the development and opening of the Restaurant.

C. Opening. You must open and begin operating the Restaurant for business in accordance with the provisions of this Agreement on or before the required open date listed in the Principal Terms Appendix (the "Required Open Date"). You agree not to open the Restaurant until: (1) you have properly developed and equipped the Restaurant according to our standards and specifications and in compliance with all applicable laws and regulations; (2) all pre-opening training for the Restaurant's personnel has been completed to our satisfaction; (3) you have given us evidence of required insurance coverage and payment of premiums and a copy of the fully-signed Lease; and (4) if we (at our sole option) require, we have conducted a pre-opening inspection and/or have certified the Restaurant for opening. If we provide you any pre-opening training at your Restaurant, you must pay us an administrative fee and reimburse us for the travel expenses and prorated salaries for providing any on-site training in connection with the opening of the Restaurant from our opening team. We will determine the individual(s) comprising the opening team and the duration of their training at the Restaurant in our sole judgment. Our determination that you have met our pre-opening requirements will not constitute a waiver of your non-compliance or of our right to demand full compliance with those requirements. You must pay us the amounts described in this Section 5.C within ~~ten~~fifteen (~~40~~15) days after receiving our invoice.

D. Maintenance and Remodel. You must maintain and refresh the building, equipment, fixtures, furnishings, signage and Trade Dress (including the interior and exterior appearance) of your Restaurant 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 thirty (30) to forty-five (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. If the term of this Agreement is twenty (20) years, in addition to the maintenance obligations above, on or before the date that is ten (10) years after the Restaurant first opens for business, you must remodel the Restaurant and comply with our then current requirements for modernization of the Restaurant and/or replace the building, premises, Trade Dress, and equipment as may be necessary for your Restaurant to conform to the standards then applicable to new BWG-GO Restaurants, regardless of the cost of such modernizations and/or replacements. You acknowledge and agree that the requirements of this ~~subparagraph~~Subsection 5.D are both reasonable and necessary to ensure continued public acceptance and patronage of BWG-GO Restaurants and to avoid deterioration or obsolescence in connection with the operation of the Restaurant. If you fail to make any modernization or improvement or fail to perform any maintenance required by this ~~subparagraph~~Subsection, to the extent such requirements are applicable to the

Restaurant, 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.

E. Relocation and Casualty. If you choose to relocate the Restaurant because of the expiration or cancellation of your lease for reasons other than your breach, we will grant you authority to do so at a site acceptable to us that is within your Designated Area, provided that: (i) you have given us notice of your intent to relocate at least sixty (60) days before the Restaurant closes; (ii) you have submitted site and market information as we may require and proposed a new site within the Designated Area that we have accepted in writing within sixty (60) days after the Restaurant closes; (iii) promptly after we accept the new site, you sign and deliver to us our then current form of franchise agreement and related documents (modified to remove any initial franchise fee), the terms of which may differ from those in this Agreement, including higher fees and a modification to the Designated Area and/or your rights in any new designated area; and (vi) the new BWW-GO Restaurant is open and operating within one hundred eighty (180) days after the original Restaurant closes, all in accordance with our then current standards and the new franchise agreement. You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur in connection with your relocation. 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.

If you need to relocate the Restaurant because of condemnation or destruction, we will grant you authority to do so at a site acceptable to us that is within your Designated Area, provided that: (1) you have submitted site and market information as we may require and proposed a new site within the Designated Area that we have accepted in writing within sixty (60) days after the Restaurant closes; (2) promptly after we accept the new site, you sign and deliver to us our then current form of franchise agreement (modified to remove any initial franchise fee), the terms of which may differ from this Agreement, including higher fees and a modification to the Designated Area and/or your rights in any new designated area; and (3) the new Restaurant is open and operating within one hundred eighty (180) days after the original Restaurant closes, all in accordance with our then current standards and the new franchise agreement. You must pay the costs of any relocation, and we reserve the right to charge you for any reasonable costs that we incur in connection with your relocation.

If 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 one hundred eighty (180) days after the date of occurrence of the destruction or damage.

F. Outdoor 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 within ninety (90) days after the date of notification.

PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS

6. You must implement and abide by our standards, specifications and requirements concerning the operation of the Restaurant, as we periodically modify them. The following provisions control with respect to your Restaurant's 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 we periodically specify as mandatory and only those items listed as Menu Items and other approved food and beverage products. You must offer the full authorized menu during all hours of operation. We have the right to make modifications to these items from time to time, and you agree to comply with any modifications. You may not offer or sell any other product or service at the Authorized Location without our prior written consent.

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

C. Approved Supplies and Suppliers. You must only use the inventory, equipment, fixtures, furnishings, signs, advertising materials, trademarked items and novelties, and other products and services in connection with the design, construction and operation of the Restaurant that we periodically specify and that meet our standards and specifications, as we amend them from time to time. Although we do not do so for all of these products and services, we have the right to require you to purchase these products and services only from the manufacturer, distributor and/or supplier that we periodically designate or approve. We may implement and periodically modify our approved supplier criteria. You acknowledge and agree that certain of such products and services may only be made available from one source, and we or our affiliates may be that source. You will pay the then current price in effect for all products and services that you purchase from us or our affiliates. **ALTHOUGH APPROVED OR DESIGNATED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED PRODUCTS AND SERVICES. 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, PRODUCTS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY TO US.**

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 distributors, suppliers and/or manufacturers in respect to sales of goods, products or services they supply to you and/or other BWG-GO Restaurants, and/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 and may use them without restriction for any purposes that we or they deem appropriate.

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 that we periodically specify (the “Computer System”). The Computer System includes all computing equipment, accessories, hardware, software and other information technology used in the operation of the Restaurant, including point-of-sale (POS) terminals and back office programs used to record, analyze and report sales, inventory, tax and other operational information. The computer software package developed for use in the Restaurant may include proprietary software and/or other technology. We may require you to license proprietary software or other technology, and/or purchase Computer System components and other related equipment, products and services, only from us, one of our affiliates or one or more third parties (at our option), and you must pay any licensing, user or technology fees and prices for components, equipment and other products and services that we or they determine. All right, title and interest in the software or other technology will remain with the licensor of the software or technology. The computer hardware and other components of the Computer System must conform to the specifications we periodically specify. We reserve the right to designate a single source from whom you must purchase the Computer System and related support services, and that single source may be us or an affiliate. 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 secure high-speed broadband internet connection at our then current minimum bandwidth specification. You also must maintain an email account for our direct correspondence with the Control Person and a separate email account for the Restaurant.

E. Serving and Promotional Items. All sales promotion material, customer goodwill and convenience items, cartons, containers, wrappers and paper goods, eating and serving utensils and other items used in the 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. At our option, you must obtain some or all of these items only from suppliers that we designate or approve from time to time.

F. Health and Sanitation. You must operate and maintain your Restaurant at all times in compliance with any and all applicable health and sanitary standards prescribed by any governmental authority. You also must comply with any health and safety standards that we periodically 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 it. If 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. We also may periodically evaluate the operation of your Restaurant from a food safety standpoint, and in that regard, require you to pay for, and utilize, the services of any food safety assessment vendor that we periodically specify who will assess food safety and other operations at your Restaurant. We may periodically change the food safety assessment program, including preferred vendor, timing of visits, scope of the assessment and required payments, as we determine necessary.

G. Evaluations. We and/or our authorized representatives have the right to enter your Restaurant at all reasonable times during business hours for the purpose of making periodic evaluations and to ascertain if you are complying with this Agreement, to inspect and evaluate the

Authorized Location and its building, land and equipment, and to test, sample, inspect and evaluate the 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 of supplies, ingredients and products, used in the operation of your Restaurant. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Restaurant or your business or to assume any responsibility for your obligations under this Agreement. If we determine that any condition in the Restaurant presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Restaurant until the situation is remedied to our satisfaction. Our inspections and evaluations may include a “mystery shopper” or other evaluation program from time to time throughout the term of this Agreement, and you must at your expense comply with the terms and conditions of any evaluation program that we periodically specify.

H. Period of Operation. Subject to any contrary requirements of local law and the force majeure provisions in Section 15.I, your Restaurant must be opened to the public and operated with the full authorized menu for at least the hours each day, and the days of the year, that we periodically specify.

I. Standards and Operating Procedures. You must adopt and use at all times in operating the Restaurant the required standards, procedures, techniques and management systems described in our manuals and other written materials, as we may periodically modify them. Any required standards, procedures, techniques and management systems exist to protect our interests in the System and the Trademarks and not for the purpose of establishing for us any control or duty to take control over those matters that are reserved to you. The manuals and other written materials also may include recommendations or guidelines to meet required standards, and you may follow those recommendations or guidelines or some other suitable alternative, provided that you meet and comply with the required standards, procedures, techniques and management systems. We may revise the manuals and these standards, procedures, techniques and management systems periodically to meet changing conditions of developing and operating BWW-GO Restaurants.

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

J. Confidential Information. You agree that you, your Restricted Persons, the Unit General Manager, each of your officers, directors, employees and agents, and 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 in any other business or in any manner not specifically authorized or approved in advance in writing by us, any Confidential Information. “Confidential Information” means the whole or any portion of (i) any know-how, knowledge, methods, standards, specifications, processes, procedures and/or improvements regarding the development or operation of a BWW-GO Restaurant that is valuable and secret in the sense that it is not generally known to our competitors; (ii) any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer

communications, and any other knowledge or know-how concerning the methods of operation of the Restaurant, including the proprietary ingredients, sauces and mixes, secret formulas and recipes, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data; (iii) the names, contact information, ordering history and other personal information (excluding credit card data and other account data that you collect through the Restaurant's POS system) of or relating to the Restaurant's customers or prospective customers (collectively, "Customer Data"); and (iv) any other information that we reasonably designate from time to time as confidential or proprietary. Confidential Information 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 associated with you who have access to any Confidential Information. You must provide executed copies of these agreements to us upon our request.

K. Catering and Delivery Services. You must engage in catering and delivery from your Restaurant according to the standards and specifications that we periodically specify. At our option, you must use only the vendors and programs that we periodically specify or approve. You may not establish another outlet or property (other than the Authorized Location) for use in connection with catering or delivery service and may not provide catering or delivery service to customers at Non-Traditional Locations without our prior written consent.

At our option, we may determine, and thereafter may periodically modify, the geographic area within which you will provide catering or delivery service, but you shall not receive any exclusive, protected or other territorial rights with respect to catering services or deliveries in that geographic area. You must ensure that the Restaurant's customers receive at all times high quality food and beverage products prepared and maintained in accordance with our standards and specifications. You must maintain (or ensure that a third party service provider maintains) the condition and appearance of, and performs maintenance with respect to, vehicles, serveware and equipment used in connection with the provision of catering and delivery services in accordance with our standards and specifications. If you or your affiliate (subject to our approval) provides catering or delivery services directly, you must ensure that all catering and delivery drivers strictly comply with all applicable laws and maintain adequate motor vehicle liability insurance in the amounts that we periodically specify.

If you fail to comply with any provision of this Agreement, including any standard or specification pertaining to catering or delivery service, then in addition to any other rights and remedies that we might have (including the right to terminate this Agreement pursuant to Section 13, if applicable), we may temporarily suspend or permanently terminate your right to provide catering and/or delivery service or temporarily or permanently restrict the geographic area within which you may provide catering or delivery service. Any delivery fees and other revenue from catering or delivery services must be included in Gross Sales.

L. Compliance with Law; Licenses and Permits. As between us and you, you are solely responsible for the safety and well-being of your employees and customers of the Restaurant. Accordingly, you must at all times maintain your premises and conduct your Restaurant operations in compliance with all applicable laws, regulations, codes and ordinances, including laws pertaining to the privacy of consumer, employee and transactional information. You must secure and maintain in force all required licenses, permits and certificates relating to your Restaurant. 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 business or Restaurant, including any notices of health code violations or other violations of applicable law.

M. Participation in Internet Websites or Other Online Communications. You must, at your expense, participate in the website on the internet, our intranet system and any other online communications as we may periodically require for the BWW-GO Restaurant network, which (at our sole option) may be combined with the website, intranet system or other online communications for the Buffalo Wild Wings® sports bar network and/or any other concept. We have the right to determine the content and use of our website, intranet system or other form of online communications and will periodically 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 other website or other form of online communications that markets, offers or sells goods and services for the Restaurant without our approval. You may not use or reference any of the Trademarks in any online communication or website (including all current and future Social Media (defined in Section 8.E) platforms) without our prior approval. We retain all rights relating to our website and intranet system, including all rights to the information and data that you and other visitors provide, and may alter or terminate our website or intranet system. Your general conduct on our website 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 website or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our website and intranet system, or otherwise use the Trademarks on the internet or other online communications, will terminate when this Agreement expires or terminates.

N. 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 from time to time 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, within the time period that we reasonably specify.

O. Pricing Policies. You must comply with the maximum, minimum or other pricing policies and requirements that we periodically specify for Menu Items and other products and services that the Restaurant offers and sells, including promotions, special offers and discounts in which some or all BWW-GO Restaurants participate, in each case to the maximum extent the law allows.

P. Innovations. All ideas, concepts, techniques or materials relating to a BWW-GO Restaurant business, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your Owners, will be promptly disclosed to us, deemed to be our sole and exclusive property and part of the System, and deemed to be works made for hire for us. You may not use any such ideas, concepts, techniques or materials in operating the Restaurant without our prior approval. You agree to (and agree to cause each of your Owners to) sign whatever assignment or other documents we may request from time to time to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials.

Q. Credit Cards and Other Methods of Payment. During the term of this Agreement, you must maintain credit card relationships with the credit and debit card issuers or sponsors, check or credit verification services, financial center services, and electronic funds transfer systems that we periodically designate, and you may not use any such services or providers that we have not approved in writing or for which we have revoked our approval. We may periodically modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and may revoke our approval of any method and/or service provider. You must comply with the Payment Card Industry Data Security Standards (“PCI DSS”) as they

may be revised and modified by the Payment Card Industry Security Standards Council, or any successor or replacement organization we may specify, and the Fair and Accurate Credit Transactions Act (“FACTA”) and other applicable laws with respect to your use, handling and storage of personally identifiable information, credit card data and other data. You also must upgrade periodically your Computer System and related software, at your expense, to maintain compliance with PCI DSS, FACTA, and all related laws and regulations. You must notify us immediately if you are notified of or otherwise become aware of unauthorized access to one or more of your information technology systems or devices (including a credit card breach) related to the Restaurant or your business, and must cooperate with us and applicable authorities fully with respect to any related investigation. Further, you must cooperate with us fully with respect to media statements (if any) and other items related to managing any such incident from a Trademark and System protection standpoint.

PERSONNEL AND SUPERVISION STANDARDS

7. The following provisions and conditions control with respect to training, supervision and operations of the Restaurant employees and other personnel:

A. Supervision.

1. 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. You must appoint the Unit General Manager at least sixty (60) days before the Restaurant first opens for business and ensure that the Unit General Manager is fully trained to our satisfaction at least thirty (30) days before the Restaurant first opens for business. Should your Control Person or Unit General Manager fail to successfully complete our training requirements, we have the right to require that you appoint a new Control Person or Unit General Manager who meets our standards and qualifications within thirty (30) days. That new Control Person or Unit General Manager must attend and successfully complete our training requirements immediately after being appointed by you. Your Control Person also must be readily and continuously available to us. In addition to the Control Person and your Unit General Manager, your Restaurant must have three (3) shift supervisors at all times during the term of this Agreement.

2. If the Restaurant is the fifth (5th) or subsequent BWW-GO Restaurant you and/or your affiliates own, you must hire, appoint, and have at all times during the term of this Agreement a multi-unit operations manager that meets our standards and qualifications (the “**Multi-Unit Operations Manager**”) to oversee the management and operations of your and your affiliates’ BWW-GO Restaurants. The Multi-Unit Operations Manager may not also be a Unit General Manager or the unit general manager of any other BWW-GO Restaurant. The Multi-Unit Operations Manager must attend and successfully complete the training we require. You must appoint the Multi-Unit Operations Manager (if it is the fifth (5th) BWW-GO Restaurant owned by you and/or your affiliates or a subsequent BWW-GO Restaurant if you otherwise do not have a Multi-Unit Operations Manager) at least sixty (60) days before the Restaurant first opens for business and ensure that the Multi-Unit Operations Manager is fully trained to our satisfaction at least thirty (30) days before the Restaurant first opens for business. You may not open the Restaurant (if it is the fifth (5th) or subsequent BWW-GO Restaurant owned by you and/or your affiliates) unless your Multi-Unit Operations Manager is in position and has successfully completed all required training. Should your Multi-Unit Operations Manager (including

any replacement Multi-Unit Operations Manager) fail to successfully complete our training requirements, we have the right to require that you appoint a new Multi-Unit Operations Manager who meets our standards and qualifications within thirty (30) days. That new Multi-Unit Operations Manager must attend and successfully complete our training requirements immediately after being appointed by you. You must pay our then current training fees and all of Multi-Unit Operations Manager's travel, living and other expenses and compensation incurred in connection with the training described above.

B. Initial Training. You must, at your expense, comply with all of the training requirements we periodically prescribe for the Restaurant. The Control Person and the Unit General Manager, and if applicable your Multi-Unit Operation Manager, must attend and complete the initial training program we specify to our satisfaction before you open the Restaurant for business. If the Restaurant is the first or second BWW-GO Restaurant that you or your affiliates operate, we will provide the initial training program to your Control Person, Unit General Manager, and any additional Restaurant personnel whom we approve. You must pay our then current training fee for each person who attends our initial training program. If the Restaurant is the third or subsequent BWW-GO Restaurant that you or your affiliates operate, then you (or your affiliate) must provide the initial training program at your (or its) NCTR (defined below) according to our standards and requirements. If the Restaurant is the third or subsequent BWW-GO Restaurant that you or your affiliates operate and you or your affiliate does not then have an NCTR, or if we otherwise provide the initial training program for any Restaurant personnel, then you must pay our then current training fee for each person (which may be higher than the training fee paid by franchisees opening their first or second BWW-GO Restaurants). You also must pay all of your and your personnel's travel, living and other expenses and compensation incurred in attending any training programs.

All replacement Unit General Managers at the Restaurant must complete the training we specify to our satisfaction and must begin training within four (4) weeks after the time of hire. You must pay our then current training fee if we provide that training. Our training requirements and programs may vary depending on our assessment of the experience of the trainee or other factors specific to the Restaurant. If we provide you notice of default under Section 13.A or B and the default relates, in whole or in part, to your failure to meet any operational standards, then without limiting our other rights and remedies, we may require as a condition of curing the default that you, the Control Person, the Multi-Unit Operations Manager (if applicable), the Unit General Manager and/or shift supervisors, at your expense, comply with the additional training requirements we prescribe. Any new Control Person must comply with our training requirements. Under no circumstances may you permit management of the Restaurant's operations by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

C. Ongoing Training. We may require the Control Person, the Multi-Unit Operations Manager (if applicable), the Unit General Manager, shift supervisors and other key employees of the Restaurant to attend, at your expense, ongoing training at our training facility, the Authorized Location or any other location we periodically designate. In addition, you must participate in the manner we periodically specify in all in-Restaurant training programs that we implement from time to time, including by acquiring electronic devices (such as computers, laptops or tablets) and other equipment and subscriptions or licenses for learning platforms. You agree to pay our then current training fees and all of your and your personnel's travel, living and other expenses and compensation incurred in connection with any ongoing training programs.

D. National Certified Training Restaurant. On or before the opening date for the third BWW-GO Restaurant that you (or your affiliates) operate, you agree to complete (or to cause your

affiliate to complete) to our satisfaction the necessary brand standards training, attain the minimum benchmarks, and complete the other tasks that we then specify in order for us to designate one of your (or your affiliate's) BWW-GO Restaurants as a "National Certified Training Restaurant" or "NCTR" and that Restaurant's Unit General Manager as the "Certified Training General Manager." Once you or your affiliate have attained these certifications, if the NCTR loses that certification or otherwise fails to meet our minimum benchmarks to retain that certification, or if the Certified Training General Manager's employment at the NCTR ends or the Certified Training General Manager otherwise loses that certification, then within sixty (60) days thereafter, you agree to complete (or to cause your affiliate to complete) the tasks necessary for us to once again have one of your or your affiliate's BWW-GO Restaurants designated as a NCTR and for that Restaurant's Unit General Manager to be designated as the Certified Training General Manager. We may permit and/or require that certain initial and ongoing training provided under this Agreement be conducted at your (or your affiliate's) NCTR, under the direction and supervision of the Certified Training General Manager, and according to our standards and requirements.

E. Staffing. You must employ a sufficient number of competent and trained employees at the Restaurant to ensure efficient service to your customers. You must require all your employees to work in clean uniforms approved by us.

F. Attendance at Meetings. The Control Person or another representative of the Restaurant whom we approve must attend, at your expense, all annual franchise conferences 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 that we periodically specify. We reserve the right to require that you and/or your Control Person and other Restaurant personnel attend any additional meetings and training programs that we periodically deem appropriate.

G. Responsibility for Employees. You acknowledge that you are an independent business and responsible for control and management of your Restaurant, including the hiring, discipline and discharging of your employees, paying wages and benefits of your employees, and determining the terms and conditions of employment for your employees. You acknowledge that we have no power, responsibility or liability in respect to these or other employment-related matters, as the sole power, responsibility and liability for such matters rest exclusively with you. You further acknowledge that no employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or Trademarks in any way shifts any employee or employment-related responsibility from you to us. Any materials, guidance or assistance that we provide with respect to the terms and conditions of employment for your employees, employee hiring, discipline and discharging, and similar employment-related policies or procedures, whether in the manuals or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the mandatory standards or System. You will determine to what extent, if any, these materials, guidance or assistance should apply to the Restaurant's employees.

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. Brand Fund. We may implement, and thereafter will administer and control, a marketing and brand fund (the "Brand Fund") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and

materials for all or a group of BWW-GO Restaurants that we periodically deem appropriate. You agree to pay us, via electronic funds transfer or another payment method we specify and together with each payment of the Royalty Fee (defined in Section 9.B), a contribution to the Brand Fund in an amount that we periodically specify, subject to the Marketing Spending Requirement (defined in Section 8.E). We and our affiliates will contribute to the Brand Fund on behalf of the BWW-GO Restaurants that we or they own (except for BWW-GO Restaurants at Non-Traditional Locations) at the same rate as similarly-situated franchised BWW-GO Restaurants in the same local marketing area. You acknowledge that BWW-GO Restaurants may contribute to the Brand Fund at different rates based on factors that we deem relevant in our sole judgment.

We have the right to designate and direct all programs that the Brand Fund finances, with sole control over the creative and business concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Brand Fund may pay for preparing, producing and placing video, audio and written materials, electronic media and Social Media; developing, maintaining and administering technologies that promote or support BWW-GO Restaurants or their operations, including one or more websites, mobile applications, e-commerce and other online sales programs, customer incentive and retention programs, and other technologies used to reach customers or potential customers or to facilitate sales or delivery to customers; any marketing or other research and development, including product and food research, development and training materials related to accurately promoting or producing food and other products, menus and menu designs, sponsorships, marketing meetings and sales incentives; administering national, regional, multi-regional and local marketing, advertising, promotional and customer relationship management programs, including purchasing trade journal, Internet and other media advertising and using advertising, promotion and marketing agencies and other advisors to provide assistance; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The Brand Fund also may reimburse BWW-GO Restaurant operators (including us and our affiliates) for expenditures consistent with the Brand Fund's purposes that we periodically specify. We also may implement programs that could be financed by the Brand Fund, but choose to have them financed through other means, such as direct payments by you and other participating BWW-GO Restaurant operators.

We will account for the Brand Fund separately from our other funds and not use the Brand Fund to pay any of our general operating expenses, except to compensate us and our affiliates for the reasonable salaries, administrative costs, travel expenses, overhead and other costs we and they incur in connection with activities performed for the Brand Fund and its programs, including conducting market research, preparing advertising and marketing materials, maintaining and administering the BWW-GO Restaurant website and/or Social Media, developing technologies to be used by the Brand Fund or its programs, collecting and accounting for Brand Fund contributions, and paying taxes on contributions. The Brand Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Brand Fund or any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and give you the statement upon written request. We may have the Brand Fund audited periodically at the Brand Fund's expense by an independent accountant we select. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section 8.A.

We intend the Brand Fund to maximize recognition of the Trademarks and patronage of BWW-GO Restaurants. Although we will try to use the Brand Fund to develop and/or implement advertising and marketing materials and programs and for other uses (consistent with this Section 8.A) that will benefit all or certain contributing BWW-GO Restaurants, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund contributions from BWW-GO Restaurants operating in that geographic area, or that any BWW-GO Restaurant benefits directly or in proportion to the Brand Fund contributions that it makes. We have the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect Brand Fund contributions. We also may forgive, waive, settle and compromise all claims by or against the Brand Fund. Except as expressly provided in this Section 8.A, we assume no direct or indirect liability or obligation to you for maintaining, directing or administering the Brand Fund.

You acknowledge that BWW-GO Restaurants currently are marketed to the public as part of the combined network of locations under the Buffalo Wild Wings® brand, together with Buffalo Wild Wings® sports bars, and that certain advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials that are designed to benefit either the BWW-GO Restaurant network or the Buffalo Wild Wings® sports bar network can also serve to benefit (directly or indirectly) the other network and promote the Buffalo Wild Wings® brand and the Trademarks (the "Combined Brand Programs"). You also acknowledge that we currently maintain a separate advertising, marketing and promotion fund to which Buffalo Wild Wings® sports bar owners (including us and our affiliates) contribute (the "Sports Bar Fund"). The Sports Bar Fund may pay for some Combined Brand Programs that could (with or without modification) be used by or to benefit BWW-GO Restaurants, and the Brand Fund may pay for some Combined Brand Programs that could (with or without modification) be used by or to benefit Buffalo Wild Wings® sports bars. You agree that we may allocate costs for Combined Brand Programs between the Sports Bar Fund and Brand Fund, or between some or all Buffalo Wild Wings® sports bar operators and some or all BWW-GO Restaurant operators, on any reasonable basis that we determine in good faith and may periodically change the allocation methods. You agree that our allocation of such costs and expenditures is final. We also may, at our option, merge or otherwise combine (and, once combined, separate) the Sports Bar Fund and the Brand Fund and their operations as we deem appropriate.

We may at any time defer or reduce a BWW-GO Restaurant operator's contributions to the Brand Fund and, upon at least thirty (30) days' written notice to you, reduce or suspend Brand Fund contributions and/or operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will (at our option) either spend the remaining Brand Fund assets in accordance with this Section 8.A or distribute the unspent assets to BWW-GO Restaurant operators (including us and our affiliates, if applicable) then contributing to the Brand Fund in proportion to their contributions during the preceding twelve (12)-month period.

B. Local Marketing. You agree at your expense to participate in the manner we periodically specify in all advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs that we periodically designate for the Restaurant. You must ensure that all of your advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials that you or your agents or representatives develop or implement relating to the Restaurant (collectively, "Local Marketing") is completely clear, factual and not misleading, complies with all applicable laws and regulations, and conforms to the highest ethical standards and the advertising and marketing

policies that we periodically specify. Before using them, you must send to us for our approval descriptions and samples of all proposed Local Marketing that we have not prepared or previously approved within the preceding six (6) months. If you do not receive written notice of approval from us within five (5) business days after we receive the materials, they are deemed disapproved. You may not conduct or use any Local Marketing that we have not approved or have disapproved. At our option, you must contract with one or more suppliers that we designate or approve to develop and/or implement Local Marketing. We assume no liability to you or any other party due to our specifying any programs or materials or our approval or disapproval of any Local Marketing.

You must issue, use and honor in the manner we periodically specify only the gift and stored value cards, checks and similar items that we periodically designate and otherwise participate in other promotions, including any customer loyalty programs and promotions and procedures for resolving customer complaints, that we periodically specify. You must obtain all gift and stored value cards, checks and similar items only from an approved supplier. We have developed a gift card program and you must sign the then-current form of agreement to participate in the gift card program. 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 gift card program and any related agreements.

C. Required Local Marketing Expenditures. You agree to spend the amount we periodically specify on approved Local Marketing for the Restaurant, subject to the Marketing Spending Requirement (the “Required Local Marketing Spend”). Upon our request, you must provide us with itemization and proof of marketing and an accounting of the amounts that you have spent for approved Local Marketing. We may require you periodically to prepare and submit to us for our approval a proposed Local Marketing plan that contemplates spending at least the Required Local Marketing Spend, and if we do you must implement the plan in the form that we approved it. We also may, at our option, require you to deposit the Required Local Marketing Spend with us in advance, on a schedule we periodically determine, and if we do you must follow our requirements to evidence your payment of approved Local Marketing expenditures and obtain reimbursement of those expenditures from the amounts you deposited with us.

D. Advertising Cooperatives and Local Marketing Groups. We have the right to designate local advertising markets and if designated, you must participate in and contribute to the cooperative or local marketing group responsible for coordinating advertising, marketing and promotional programs in your designated local advertising market (the “Cooperative”). If established, you must contribute the amount we periodically specify to the Cooperative, subject to the Marketing Spending Requirement. If, however, the Cooperative votes to require contributions that would (together with the Brand Fund contributions and required Local Marketing expenditures) exceed the Marketing Spending Requirement, you must contribute such amount. Each BWV-GO Restaurant, including those we or our affiliate operates (except at Non-Traditional Locations), within a designated local advertising market is a member of the Cooperative and each restaurant has one vote on all matters requiring a vote. Each Cooperative will be required to adopt bylaws or other governing documents that meet our approval, and you agree to comply with the terms of those governing documents. We reserve the right to administer, or allow our affiliate to administer, the Cooperative’s funds and require payment from its members via electronic funds transfer to spend on behalf of the Cooperative and its members. Otherwise each Cooperative’s members are responsible for its administration. You or the Cooperative must pay our then current charges for any accounting, bookkeeping, administrative and other services we or our affiliate provides. At our option, each Cooperative must engage the services of a professional advertising agency or media buyer that we approve and has expertise in the industry and in the particular

market. Further, you must obtain our written approval of all Cooperative advertising, marketing and promotional materials, creative execution, media schedules and programs prior to their implementation. Each Cooperative will be required to prepare annual financial statements, which must be made available to all members of the Cooperative and to us upon request. Also, each Cooperative must submit to us its meeting minutes upon our request. We have the right to require Cooperatives to be formed, changed, dissolved or merged.

E. Marketing Spending Requirement. The “Marketing Spending Requirement” is the maximum amount that we can require you to spend on Brand Fund contributions, Cooperative contributions (subject to Section 8.D), and approved Local Marketing for the Restaurant during each calendar quarter, and is an amount equal to six percent (6%) of the Restaurant’s Gross Sales during that calendar quarter. Although we may not require you to spend more than the Marketing Spending Requirement on Brand Fund contributions, Cooperative contributions and approved Local Marketing for the Restaurant during any calendar quarter, you may choose to do so and the Cooperative may vote to increase contributions pursuant to Section 8.D. We may periodically review your books and records and require you to submit reports to determine your Cooperative contributions and Local Marketing expenses. If you fail to spend (or prove that you spent) the Marketing Spending Requirement in any quarter, then we may, in addition to and without limiting our other rights and remedies, require you to pay us the shortfall as an additional Brand Fund contribution or to pay us the shortfall for us to spend on Local Marketing for the Restaurant.

F. Social Media. You agree to comply with our policies and requirements (as we periodically modify them) concerning blogs, common social networks like Facebook, professional networks like Linked-In, live-blogging tools like X (f/k/a Twitter), virtual worlds, file, audio and video sharing sites like TikTok, Pinterest and Instagram, and other similar social networking or media sites or tools (collectively, “Social Media”) that in any way reference the Trademarks or involve the Restaurant. You acknowledge that these policies may involve prohibitions on your or your representatives’ use of Social Media in connection with the Trademarks or the Restaurant.

G. New Restaurant Opening Promotion. You must conduct certain advertising, marketing and public relations activities in connection with the opening of your Restaurant. We require you to spend, in addition to the required expenditures described above, Fifteen Thousand Dollars (\$15,000) for such opening activities, which must be spent some time during the period beginning forty-five (45) days before and ending sixty (60) days after the opening of your Restaurant, unless otherwise approved by us. In addition, you must perform opening advertising and promotions as required by this Subsection 8.G every time that you relocate the Restaurant or reopen the Restaurant after having it closed for thirty (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” identified on the Principal Terms Appendix. The Initial Franchise Fee is 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. During the term of this Agreement, you must pay to us a weekly “Royalty Fee” in an amount identified on the Principal Terms Appendix.

C. Technology Fees. Upon notice from us you agree to pay us, on a schedule that we periodically specify, a technology fee ("Technology Fee") in the amount we periodically specify, but not to exceed one-half percent (0.5%) of the Restaurant's Gross Sales. We may establish and periodically modify the Technology Fee in our reasonable judgment based on the technology-related products and services that we provide to you and other similarly situated BWG-GO Restaurant operators. However, nothing in this Section 9.C limits our rights or your obligations relating to your acquisition of technology-related products and services directly from our affiliates or other approved vendors and suppliers.

D. Computations and Remittances. You must submit Gross Sales reports to us daily via our electronic data interface or using any other means as we periodically specify. You must verify all amounts due and owing at the end of each week's operation and pay us the amounts owed on the schedule we periodically specify, accompanied by any reports we may require. We reserve the right to change the reporting day of the week for any or all amounts. We also may periodically change the mechanism for your payments under this Agreement. 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 may not offset any amounts that we or our affiliates owe or might owe you against any amounts you owe us or our affiliates, 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 Brand Fund contributions.

E. Electronic Transfer of Funds. You must sign an electronic transfer of funds authorization that we periodically specify to authorize and direct your bank or financial institution to transfer electronically, on a weekly basis or other frequency that we periodically determine, directly to our or our affiliate's account 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 Section 9.E.

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 eighteen percent (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 Brand Fund contribution payments, you must pay to us a service charge of One Hundred Fifty Dollars (\$150) for each delinquent report or payment that you owe to us under this Agreement. A payment is delinquent if we do not receive the payment on or before the date due or if 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 Reports. You must record daily all sales on the Restaurant's point-of-sale system in the manner that we periodically specify. You must keep books and records and submit financial and other operational reports to us as we periodically require. 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. 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 these books, records and reports for not less than thirty-six (36) months. You must allow us electronic and manual access to any and

all records relating to your Restaurant that we periodically specify, other than employment-related records. You also must, at your expense, submit to us within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements, including a supplemental schedule of revenue and expenses prepared in the format we may periodically prescribe. We may require that the annual financial statements be reviewed or audited by a certified public accountant. You must certify all reports to be true and correct.

H. Audit. 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. If any evaluation or audit reveals any understatement of your Gross Sales, Royalty Fees or Brand Fund contributions in any month by an individual or combined total of one and one-quarter percent (1.25%) or more from data reported to us, then, in addition to any other rights we may have (including collection of amounts owed with respect to any understatement), you must reimburse us for all audit costs, including related professional fees, travel, and room and board expenses. Furthermore, we may conduct additional periodic audits and/or evaluations of your books and records, at your sole expense, as we reasonably deem necessary for up to three (3) years thereafter. To verify the information you supply, we have the right to reconstruct your sales through the inventory extension method or any other reasonable method of analyzing and reconstructing sales. You agree to accept any such reconstruction of sales unless you provide evidence in a form satisfactory to us of your sales within a period of fourteen (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 reimburse us for any expenses we incur from your lack of cooperation.

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 all payments, obligations, indebtedness, assessments and taxes due and payable to us and our affiliates, lenders, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your business. In the event you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

B. Indemnification. You hereby waive all claims against us for damages to property or injuries to persons arising out of the operation of your Restaurant. You must fully protect, indemnify, defend, reimburse and hold harmless us and our affiliates, and our and their respective owners, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "BWW Indemnified Parties") from and against any and all claims, demands, damages, expenses and liabilities of any nature whatsoever (including attorneys' fees) arising in any manner, directly or indirectly, out of or in connection with or incidental to (1) the development or operation of your Restaurant, including any allegation that we or any of our affiliates is a joint employer or otherwise responsible for any of your acts or omissions relating to your employees or customers, and regardless of cause or any allegation of concurrent or contributing fault or negligence of us or our affiliates; or (2) your breach or 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. At our option, we may (at your expense) defend and control the defense of any actual or

threatened claim or proceeding that (i) arises from or relates to the validity of any of the Trademarks or your authorized or alleged unauthorized use of any of the Trademarks; (ii) involves any alleged unauthorized access of any Customer Data or any credit card data, personally identifiable information or other data; (iii) is a class action or other proceeding involving both the Restaurant and any other BWW-GO Restaurant; or (iv) if decided adversely, would reasonably be expected to have an adverse effect on us, our affiliates, the goodwill associated with the Trademarks, or the BWW-GO Restaurant network.

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 BWW-GO Restaurants. We must reimburse you and your affiliates for any and all damages, expenses and liabilities (including attorneys' fees) to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator of competent jurisdiction to be caused solely by our or another BWW Indemnified Party's breach of this Agreement, gross negligence or willful misconduct, so long as the claim to which those damages, expenses and liabilities relate is not asserted on the basis of theories of vicarious liability (including agency and joint employer) or our failure to compel your compliance with this Agreement.

C. Insurance. You must purchase and maintain in full force and effect, at your expense and (at our option) from a company we accept, insurance that insures both you and us, our affiliates and any other persons we designate by name. The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts, types of coverage and exclusions) that we set forth in writing from time to time, and provide for (a) thirty (30) days' prior written notice to us of any policy's cancellation or non-renewal, (b) ten (10) days' prior written notice to us of any material modification, and (c) written notice of any non-payment of premium within ten (10) days after such non-payment. In addition, the required liability insurance must (i) name Buffalo Wild Wings, Inc., Buffalo Wild Wings International, Inc., Inspire Brands, Inc., and their affiliates (collectively, "Inspire Brands Entities") as additional insureds; (ii) provide severability of interests and/or separation of insureds coverage; and (iii) be primary and non-contributory with any insurance policy carried by any of the ~~BWW~~ Inspire Brands Entities. The required property insurance must list the Inspire Brands Entities as loss payees as our and their respective interests appear. We may require some or all of your insurance policies to provide for waiver of subrogation in favor of the Inspire Brands Entities and their respective officers, employees, agents, and representatives. Additionally, to the extent permitted by law, you shall waive on your own behalf, and on behalf of any parties claiming by and/or through you, all rights of recovery by subrogation or otherwise in favor of the Inspire Entities and their respective officers, employees, agents, and representatives.

You must deliver to us or our designee at commencement, and thereafter ~~annually~~ within ten (10) days before any renewal and/or replacement policy takes effect or at our or our designee's request, a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this Subsection. The insurance certificate must show compliance with all required insurance specifications. ~~We also may~~ Upon our request, you must provide us with complete copies of all policies and/or loss data. We may from time to time modify the required minimum limits and require additional or different insurance coverage, by providing written notice to you, as conditions require, including to reflect changes in relevant circumstances, industry standards, experiences in the BWW-GO Restaurant network, standards of liability and higher damage awards. If you do not procure and maintain the insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage for you on your behalf and to charge

the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

D. Noncompete Covenants. You agree that you and the Restricted Persons will receive valuable training and Confidential Information that you and they 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 on behalf of yourself and the other Restricted Persons, and we may require you to obtain from your Restricted Persons a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this Subsection 10.D, in each case to the extent not prohibited by applicable law:

1. During the term of this Agreement, neither you nor any of the other Restricted Persons may, either directly or indirectly, for yourself or themselves or through, on behalf of, or in conjunction with any person or entity, own any interest in, manage, operate, maintain, engage in, perform services for, consult with or have any other interest in any Competitive Business, wherever located or operating.

2. For a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, neither you nor any of the other Restricted Persons may, either directly or indirectly, for yourself or themselves or through, on behalf of, or in conjunction with any person or entity, own any interest in, manage, operate, maintain, engage in, perform services for, consult with or have any other interest in a Competitive Business that is located or operating:

- a. at the Authorized Location;
- b. within a five (5)-mile radius of the Authorized Location; or
- c. within a five (5)-mile radius of the location of any other BWW-GO Restaurant that is open, operating or under development as of the date of expiration or termination or transfer.

3. You agree that the length of time in Subsection (2) will be tolled for any period during which you or any of the Restricted Persons is in breach of any of these 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 Defined. We have entered into this Agreement with specific reliance upon your (and your Owners') 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 or any of its assets, nor any direct or indirect ownership or other equity interests in you, 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 complied with all applicable provisions of this Section 11. A transfer of the ownership, possession or control of the Restaurant or its assets may be made only with a transfer of this Agreement. Any transfer without our consent is a breach of this Agreement and has no effect. In this Agreement, "transfer"

(whether or not capitalized) includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) directly or indirectly:

1. transfer of record or beneficial ownership of any ownership or other equity interest or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or the Restaurant (whether directly or indirectly);
2. a merger, consolidation or exchange of ownership or other equity interests, or issuance of additional ownership or other equity interests or securities representing or potentially representing ownership or other equity interests, or a redemption of ownership or other equity interests;
3. any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or the Restaurant's operations or affairs;
4. transfer of a direct or indirect ownership or other interest in you, this Agreement, the Restaurant or its assets in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;
5. if you or one of your Owners dies, transfer of a direct or indirect ownership or other interest in you, this Agreement, the Restaurant or its assets by will, declaration of or transfer in trust, or under the laws of intestate succession; or
6. the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any ownership or other interest in you, this Agreement, the Restaurant or its assets; foreclosure upon or attachment or seizure of the Restaurant or any of its assets; or your transfer, surrender or loss of the possession, control or management of all or any material portion of the Restaurant (or its operation) or you.

In this Agreement, "Control Transfer" means (i) any transfer of this Agreement or any interest in or rights or obligations under this Agreement, or of the Restaurant or all or substantially all of its assets; or (ii) any transfer or other transaction, or a series of transfers or other transactions (regardless of the period of time over which they take place), which results in the transfer or creation of a Controlling Ownership Interest in you, whether directly or indirectly. "Controlling Ownership Interest" means either (x) fifty percent (50%) or more of the direct or indirect ownership or other equity interests in you, or (y) any ownership or other equity interest or other direct or indirect right or interest in you that provides the right, power or authority, whether alone or together with others, to direct and control your management and policies. "Non-Control Transfer" means the transfer or creation of any direct or indirect ownership or other equity interest in you that is not a Control Transfer.

In the event of your insolvency or the filing of any petition by or against you or your Owner under any provisions of any bankruptcy or insolvency law, if your or your Owner's legal representative, successor, receiver or trustee desires to succeed to your or your Owner's interest in this Agreement or the Restaurant (whether directly or indirectly), such person first must notify us and comply with all applicable provisions of this Section 11. 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 or your Owner.

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, its assets, the rights under this Agreement, or any ownership or other equity interest in your or your Owner, without our prior written consent.

B. Conditions for Consent to Non-Control Transfer. We will not unreasonably withhold our consent to a Non-Control Transfer if:

1. you provide us written notice of the proposed transfer and all information we reasonably request concerning the proposed assignee, its direct and indirect owners (if the proposed assignee is an entity) and the transfer at least thirty (30) days before its effective date;

2. all amounts that you owe us or any of our affiliates, your suppliers, and any landlord for the Authorized Location, or upon which we or any of our affiliates have any contingent liability, are paid in full and you are then otherwise in compliance with all of the provisions of this Agreement and all other agreements with us or our affiliate relating to the Restaurant;

3. the proposed assignee and its direct and indirect owners (if the proposed assignee is an entity) will be in compliance with Section 10.D and otherwise meet our then applicable standards for non-controlling owners of BWW-GO Restaurant franchisees;

4. you and your Principal Owners sign the form of agreement and related documents (including guarantees) that we then specify to reflect your new ownership structure, and your transferring Restricted Persons sign the agreements that we then specify under which they agree to comply with the covenants in Sections 6.J and P and with the covenants in Section 10.D(2) for two (2) years after the effective date of the transfer;

5. you, each Principal Owner and each guarantor 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; and

6. you pay us a transfer fee of One Thousand Dollars (\$1,000) to partially cover some of our costs and expenses incurred in evaluating the transferee and the transfer (in addition to any other transfer or other fees payable under any Area Development Agreement, other franchise agreement, or other agreement with us or our affiliate).

C. Conditions for Consent to Control Transfer. In order to request our consent to a Control Transfer, in addition to complying with Sections 11.D, 11.E and 11.G, you must submit to us our form of application for consent to transfer and all other information and documents we require under our then current transfer procedures. We have the right to require you to prepare and furnish to the assignee and/or us such financial reports and other data relating to the Restaurant and its operations that are reasonably necessary or appropriate for the assignee and/or us to evaluate the Restaurant and the proposed transfer. We also have the right to confer with the proposed assignee and furnish the proposed assignee with information concerning the Restaurant and proposed transfer without being held liable to you, except for intentional misstatements we make to an assignee. Any information we furnish to any proposed assignee is for the sole purpose of permitting the assignee to evaluate the Restaurant and proposed transfer.

We will not unreasonably withhold our consent to a Control Transfer (subject to Sections 11.D and 11.G) if:

1. you provide us written notice of the proposed transfer and all information we reasonably request concerning the proposed assignee, its direct and indirect owners (if the proposed assignee is an entity) and the transfer at least sixty (60) days before its effective date;
2. all amounts that you owe us or any of our affiliates, your suppliers, and any landlord for the Authorized Location, or upon which we or any of our affiliates have any contingent liability, are paid in full, and you and your affiliates are then otherwise in compliance with all of the provisions of this Agreement and all other franchise agreements, area development agreements and other agreements with us or our affiliate relating to the Restaurant or any other BWG-GO Restaurant;
3. the proposed assignee and its direct and indirect owners (if the proposed assignee is an entity) will be in compliance with Section 10.D and otherwise meet our then applicable standards for new franchisees (and their owners) of BWG-GO Restaurant franchisees, including (if applicable) by having the financial and operational qualifications to develop and operate all of the Market BWG-GO Restaurants (defined in Section 11.D);
4. the assignee (if the transfer is of this Agreement) or you (if the transfer is of a direct or indirect ownership or other equity interest in you) agree, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the term, or (b) sign our then current form of franchise agreement and related documents, the terms of which may differ materially from those in this Agreement, including higher fees and a modification to the Designated Area and/or your rights in any new designated area, except that the term of such franchise agreement shall be the remaining term of this Agreement;
5. you and/or your transferring Restricted Persons (as applicable) sign the agreements that we then specify under which they agree to comply with the covenants in Sections 6.J and P and with the covenants in Section 10.D(2) for two (2) years after the effective date of the transfer;
6. the assignee and its personnel must, at your or assignee's expense, comply with the training requirements we then specify;
7. we have determined that the purchase price and payment terms will not adversely affect the operation of the Restaurant, and if you or your Owners finance any part of the purchase price, then you and they agree that (a) all obligations under promissory notes, agreements or security interests reserved in the Restaurant are subordinate to the assignee's obligation to pay all amounts due to us and our affiliates and otherwise to comply with this Agreement, and (b) if we approve your or your Owners' retaining a security interest or other financial interest in this Agreement or the Restaurant, you and/or such Owners guarantee the performance of the assignee under this Agreement, until the security interest or other financial interest is terminated;
8. you, each Principal Owner and each guarantor 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;

9. you pay us the remaining transfer fee pursuant to Section 11.E; and

10. you and the assignee have complied with any other conditions that we reasonably require from time to time as part of our transfer policies, provided that such conditions are not more stringent than any conditions otherwise imposed on new franchisees signing our then current franchise agreement.

D. Transfer of All Market BWW-GO Restaurants. You acknowledge our current requirement that developers of multiple BWW-GO Restaurants must themselves (directly or through controlled affiliates) continue to own and operate all of the BWW-GO Restaurants located and/or to be developed in their development areas or markets (as defined by us or in the applicable development agreement) (collectively, the “Market BWW-GO Restaurants”) throughout the entire terms of their area development agreements and franchise agreements. We believe this requirement is important in order to (among other reasons) establish continuity and cooperation among the Market BWW-GO Restaurants and protect the BWW-GO® brand. Therefore, if the Restaurant is one of a number of Market BWW-GO Restaurants, then upon any proposed Control Transfer involving the Restaurant, in addition to the conditions listed in Section 11.C, we may condition our consent to that Control Transfer on the simultaneous transfer to the applicable assignee of other rights, interests, obligations, assets, and/or ownership or other equity interests such that, following such transfer, the assignee has the right to develop, own and operate (directly or through its controlled affiliates) all of the Market BWW-GO Restaurants.

E. Transfer Fee for Control Transfers. The transfer fee for a Control Transfer is the greater of (1) all costs and expenses that we incur in reviewing and processing the transfer (including attorneys’ fees) or (2) Twelve Thousand Five Hundred Dollars (\$12,500). You must submit to us a Five Thousand Dollar (\$5,000) deposit towards the transfer fee at the time you submit an application for our consent to a Control Transfer. We have the right to increase the deposit, up to a deposit of Twelve Thousand Five Hundred Dollars (\$12,500), if we believe that our costs and expenses will exceed Five Thousand Dollars (\$5,000). We will refund the deposit, less our costs and expenses, if the transfer is not completed. If the transfer proceeds, the balance of the transfer fee is due to us before the closing of the transfer. Notwithstanding the foregoing, if the transfer is part of a simultaneous Control Transfer for multiple BWW-GO Restaurants, then transfer fee is the greater of (i) all costs and expenses that we incur in reviewing and processing the transfer (including attorneys’ fees) or (ii) Twelve Thousand Five Hundred Dollars (\$12,500) for the first BWW-GO Restaurant and Two Thousand Five Hundred Dollars (\$2,500) for each additional BWW-GO Restaurant.

F. Death, Disability or Incapacity. If any individual who is an 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 an Owner, then such individual or entity must apply for our consent under this Section 11, as in any other case of a proposed transfer, all within one hundred eighty (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 Section 11.G.

G. Right of First Refusal. If you or any of your Owners propose to engage in any Control Transfer, whether in one transaction or a series or related transactions, you first must provide us a right of first refusal and offer to sell to us your or your Owner’s interest, in accordance with this Section 11.G.

1. If you (or your Owner) ~~receives~~receive or makes a bona fide offer to any proposed assignee with respect to any Control Transfer, then you must obtain from the fully-disclosed proposed assignee, and deliver to us, a statement in writing, signed by the proposed assignee and by you (or your Owner), containing all material terms of the offer. That offer must relate exclusively to an interest in this Agreement and the Restaurant (and its assets) or a direct or indirect ownership or other equity interest in you (as applicable, the “Offered Interest”). To be a bona fide offer, the offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price, the proposed purchase price must be in a fixed dollar amount and without any contingent payments of purchase price (such as earn-out payments), and the proposed transaction must relate exclusively to an interest in this Agreement and the Restaurant (and its assets) or a direct or indirect ownership or other equity interest in you and not to any other interests or assets. We may, by delivering written notice to you within forty-five (45) days after we receive both an exact copy of the offer and all other information concerning the offer that we reasonably request, elect to purchase the Offered Interest for the price and on the terms and conditions contained in the offer, provided that we may substitute cash for any form of consideration proposed in the offer and our credit will be deemed equal to the credit of any proposed assignee.

2. The closing under this Section 11.G will be not less than sixty (60) days after we first notify you of our election to purchase or, if later, the closing date proposed in the offer. We may (at our option) prepare the purchase agreement and related documents for the transaction. Under that purchase agreement we must receive, and you and your Owners agree to provide, all customary representations, warranties and indemnities given by the seller of the assets of a business or ownership interests in an entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and ownership interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Restaurant or your business prior to the closing.

3. If the proposed Control Transfer involves the transfer of a Controlling Ownership Interest in you (whether directly or indirectly) or arises from your or your Owner’s insolvency, bankruptcy or similar action or proceeding, then in addition to our right of first refusal under this Section 11.G with respect to the Offered Interest, we shall have the option to purchase all or any portion of the assets of your Restaurant owned by you or any of your affiliates that we then designate, including the building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements and inventory of the Restaurant. We may exercise this option by delivering written notice to you at any time within the forty-five (45)-day period described in the immediately preceding paragraph. If we exercise this option, then the terms and conditions of Section 14.E shall apply to that purchase, except that, unless we and you otherwise agree in writing, the purchase price for the Purchased Assets (as defined in Section 14.E) will be based on the valuations and methodologies reflected and used in the calculation of the price for the Offered Interest instead of the methodology set forth in the first sentence of Section 14.E(2).

4. If we do not exercise our right of first refusal or purchase option under this Section 11.G, then you or its Owners may complete the sale to the proposed assignee on the original offer’s terms, but only if we consent to the transfer as provided in this

Section 11. If you do not complete the sale to the proposed assignee (with our approval) within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal or purchase option during the thirty (30)-day period following either the expiration of the sixty (60)-day period or our receipt of notice of the material change in the offer's terms, either on the terms originally offered or the modified terms, at our option.

5. We may assign our rights under this Section 11.G to any entity (who may be our affiliate), and that entity will have all of the rights and obligations under this Section 11.G.

H. Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you (or any of your Owners or affiliates) without restriction. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to our interest in it.

DISPUTE RESOLUTION

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

A. Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 12.A.

B. Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates only in the federal or state court of general jurisdiction located closest to our then current principal office. We may file suit in the federal or state court of general jurisdiction located closest to our then current principal office or in the jurisdiction where you reside or do business, or where the Restaurant is or was located or where the claim arose. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction or venue in those courts.

C. Injunctive Relief. You recognize that the Restaurant is one of a large number of BWB-GO Restaurants that are selling to the public similar products, and that your failure to comply with the terms of this Agreement could cause irreparable damage to us. 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 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. 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.

D. 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, or our relationship with you, will be entitled to recover its reasonable attorneys' fees and costs.

E. Limitation of 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 Restaurant, or our relationship with you, unless the claim or cause of action is commenced within one (1) year following the first act or omission giving rise to the claim or cause of action.

F. Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 10.B, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

DEFAULT AND TERMINATION

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

A. Termination With No Opportunity to Cure. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, and without providing you any opportunity to cure the default, if:

1. you or any of your Owners makes any material misrepresentation or omission in your franchise application or in operating the Restaurant;
2. you fail to open and begin operating the Restaurant in accordance with this Agreement on or before the Required Open Date;
3. you voluntarily abandon this Agreement, the Restaurant or the Authorized Location, or the Restaurant is not open for all required hours of operation for a period of two (2) consecutive days or five (5) or more days in any twelve (12)-month period without our prior written consent;
4. the lease for the Authorized Location terminates (regardless of the reason), you fail to timely cure a default under the lease, or you otherwise lose the right of possession of the Authorized Location, except in accordance with Section 5.E;
5. the Restaurant closes by any state or local authorities for health or public safety reasons;
6. there is any unauthorized use or disclosure of any Confidential Information in breach of this Agreement;
7. you or any of your Owners is convicted by a trial court of, or pleads no contest to, a felony, regardless of the nature of the charges;

8. you, any of your Principal Owners or any guarantor breaches any provision of this Agreement that results in any material impairment of the goodwill associated with any of the Trademarks, or takes any action that in any way infringes upon, harms or contests our or our parent company's rights in any of the Trademarks or the goodwill associated with the Trademarks;

9. you or any of your Owners engages in any dishonest, unethical or illegal conduct which, in our opinion, adversely affects the Restaurant's reputation, the reputation of other BWG-GO Restaurants or the goodwill associated with any of the Trademarks;

10. you fail to maintain the insurance we require from time to time and/or fail to provide us with proof of such insurance as this Agreement requires;

11. you intentionally understate or underreport Gross Sales, Royalty Fees or Brand Fund contributions, or if a subsequent audit or evaluation conducted within the three (3)-year period referenced in Section 9.H reveals any understatement or a variance of these amounts by an individual or combined total of one and one-quarter percent (1.25%) or more;

12. there is any unauthorized transfer or assignment in violation of Section 11;

13. you or any of your Owners fails on three (3) or more separate occasions within any twelve (12)-consecutive month period to comply with any one or more obligations under this Agreement, whether or not any of these failures are corrected after we deliver written notice to you and whether these failures involve the same or different obligations under this Agreement;

14. you or any of your Owners fails on two (2) or more separate occasions within any six (6) consecutive month period, or on three (3) or more separate occasions within any thirty-six (36) consecutive month period, to comply with the same obligation under this Agreement, whether or not any of these failures are corrected after we deliver written notice to you;

15. any other franchise agreement or other agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a BWG-GO Restaurant, other than an Area Development Agreement, is terminated before its term expires, regardless of the reason; or

16. you or any Owner makes an assignment for the benefit of creditors or admits in writing your or its insolvency or inability to pay your or its debts generally as they become due; you or any Owner consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of your or its property; the Restaurant or any of its assets is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee or liquidator of you, any Owner or the Restaurant is not vacated within thirty (30) days following the order's entry.

B. Termination With Opportunity to Cure. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, if:

1. you violate any health safety or sanitation law or regulation, violate any system standard as to food handling, cleanliness, health and sanitation, or operate the Restaurant in a manner that presents a health or safety hazard to your customers or to the public (for example, improper cooking or storage procedures used for chicken wings), and do not correct the violation or failure of operation within twenty-four (24) hours after you receive written notice (either from us or from a government agency);

2. you fail to deliver any required financial or other report to us, or fail to pay us (or our affiliates) any amounts due, whether arising under this Agreement or any other agreement, and do not correct the failure within ten (10) days after we deliver written notice of that failure to you; or

3. you fail to comply with any other provision of this Agreement or any mandatory standard, specification or operating procedure and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

C. 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 Agreement supersede any provision of this Agreement that is less favorable to you.

D. Termination by You. You may terminate this Agreement if we breach a material provision of this Agreement, provided that: (i) you provide us with written notice of the breach that specifically identifies the grounds for the breach; and (ii) we fail to cure the breach within thirty (30) days after our receipt of that written notice. If we fail to cure the breach, the termination will be effective sixty (60) days after our receipt of your written notice of breach. Your termination of this Agreement under this Section 13.D will not release or modify your post-term obligations under Section 14 of this Agreement.

POST-TERM OBLIGATIONS

14. Upon the expiration or termination of this Agreement:

A. Payment of Amounts Owed. You must pay to us, our affiliates and all vendors and suppliers all amounts that you owe to them or us, including all damages arising from the termination of this Agreement, within ten (10) days after expiration or termination.

B. Discontinuation of Trademark Use and Deidentification. 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.

1. You must assign to us or our designee all right, title and interest in the telephone numbers for the Restaurant and cancel or assign to us or our designee, at our option, any assumed name rights or equivalent registrations filed with authorities.

2. Beginning on the De-identification Date (defined below) or the closing of the acquisition of the Purchased Assets (defined in Section 14.E) under Section 14.E, you and your Owners shall not directly or indirectly at any time thereafter or in any manner

(except in connection with other BWW-GO Restaurants or Buffalo Wild Wings® sports bars that you or they own and operate under effective franchise agreements with us): (a) identify yourself or themselves or any business as a current or former BWW-GO Restaurant or as one of our current or former franchisees or licensees; (b) use any Trademark, any colorable imitation of a Trademark, any trademark, service mark or commercial symbol that is confusingly similar to any Trademark, or any other indicia of a BWW-GO Restaurant in any manner or for any purpose, including in or on any advertising or marketing materials, forms, or any website, Social Media or other electronic media; or (c) use for any purpose any trade dress, trade name, trademark, service mark or other commercial symbol that indicates or suggests a connection or association with us or the network of BWW-GO Restaurants.

3. Within three (3) days after the De-identification Date, you must remove and deliver to us or our designee (or, at our option, destroy) all exterior and interior signs, Local Marketing and other advertising, marketing and promotional materials, forms and other documents containing any of the Trademarks or otherwise identifying or relating to a BWW-GO Restaurant.

4. Within ten (10) days after the De-identification Date, you must make such alterations as we reasonably specify to distinguish the Authorized Location and the Restaurant clearly from their former appearance as a BWW-GO Restaurant and from other BWW-GO Restaurants so as to prevent a likelihood of confusion by the public and otherwise take the steps that we specify to de-identify the Restaurant, including permanently removing all Trademarks and Trade Dress from the Restaurant's walls and altering the Restaurant's color scheme, layout and other aspects of the Trade Dress associated with BWW-GO Restaurants.

You must provide us written evidence (including pictures, as applicable) of your compliance with this Section 14.B upon our request. If you fail to comply with any of your obligations under this Section 14.B, then, without limiting our other rights and remedies under this Agreement or applicable law, we or our designee may take any action that this Section 14.B requires on your behalf and at your expense, including by entering the Authorized Location and adjacent areas, without prior notice or liability, to remove the items and/or make the alterations that this Section 14.B requires. The "De-identification Date" means: (i) the closing date of our (or assignee's) purchase of the Purchased Assets pursuant to Section 14.E; or (ii) if that closing does not occur, the date upon which the option under Section 14.E expires or the date upon which we provide you written notice of our decision not to exercise that option, whichever occurs first. If we or our assignee acquires the Purchased Assets under Section 14.E, then your obligations under Sections 14.B(3) and (4) will be void and of no force or effect.

C. Return of Confidential Information. You must immediately cease all use of and return to us (at your expense) all copies of the manuals, product preparation materials and other Confidential Information (including all Customer Data) then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions of Section 6.J.

D. Noncompete Covenants. You (and all Restricted Persons) must immediately comply with the post-term noncompete obligations under Section 10.D.

E. Purchase Option. We have the option, exercisable by giving you written notice within thirty (30) days after the date of termination or expiration (the "Exercise Notice"), to

purchase all or any portion of the assets of your Restaurant owned by you or any of your affiliates that we then designate, including the building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements and inventory of the Restaurant (the assets we elect to purchase are called the “Purchased Assets”), in accordance with this Section 14.E. You agree to provide us the financial statements and other information we reasonably require, and to allow us to inspect the Restaurant and its assets, to determine whether to exercise our option under this Section 14.E.

1. Real Property Interest. If you or your affiliate owns the Authorized Location, we may elect to include a fee simple interest in the Authorized Location as part of the Purchased Assets or, at our option, lease the Authorized Location from you or that affiliate for an initial five (5)-year term with one (1) renewal term of five (5) years (at our option) on commercially reasonable terms. You (and your Principal Owners) agree to cause your affiliate to comply with these requirements. If you lease the Authorized Location from an unaffiliated lessor, you agree (at our option) to assign the lease to us or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease, although we will not assume any past due obligations.

2. Price and Appraisal. The purchase price for the Purchased Assets (the “Purchase Price”) will be their fair market value for use in the operation of a Competitive Business at a location other than the Authorized Location, but not BWG-GO Restaurant as a going concern, because you would no longer have the right to operate the Restaurant as a BWG-GO Restaurant under this Agreement after this Agreement terminates or expires. The Purchase Price also will not include any value for any rights granted by this Agreement, goodwill attributable to the Trademarks, our brand image or Trade Dress, any Confidential Information or our other intellectual property rights, or participation in the network of BWG-GO Restaurants. If we and you cannot agree on the Purchase Price for the Purchased Assets, it will be determined by three (3) independent appraisers, each of whom in doing so will be bound by the criteria specified in this Section 14.E(2) (or Section 11.G(3), as applicable). We will appoint one appraiser, you will appoint one appraiser, and these two appraisers will appoint the third appraiser. We and you each agree to appoint the respective appraisers within fifteen (15) days after we deliver the Exercise Notice (if we and you have not agreed on the Purchase Price before then), and the two appraisers so chosen must appoint the third appraiser within ten (10) days after the last of them is appointed. If either we or you do not appoint the respective appraiser by that deadline, then the other party’s appointed appraiser shall be the sole appraiser to determine the Purchase Price under this Subsection (2). We and you each will bear the costs of our and your own appointed appraiser and share equally the fees and expenses of the third appraiser. Within thirty (30) days after we deliver the Exercise Notice, each party shall submit its respective calculation of the Purchase Price to the appraisers in such detail as the appraisers’ request and according to the criteria specified in Subsection (2) (or Section 11.G(3), as applicable). Within ten (10) days after receiving both calculations, the appraisers shall determine, by a majority vote, and notify us and you which of the calculations is the most correct. The appraisers must choose either our or your calculation and may not develop their own fair market value calculation. The appraisers’ choice shall be the Purchase Price.

3. Restaurant Management. While we are deciding whether to exercise our option under this Section 14.E, and, if we do exercise that option, during the period beginning with our delivery of the Exercise Notice and continuing through the closing of the purchase, you must continue to operate the Restaurant according to this Agreement.

However, we may, at any time during that period, enter the Authorized Location and assume the management of the Restaurant ourselves or appoint a third party (who may be our affiliate) to manage the Restaurant. All funds from the operation of the Restaurant while we or our appointee manage it will be kept in a separate account, and all of the expenses of the Restaurant will be charged to that account. We or its appointee may charge you (in addition to the amounts due under this Agreement) a management fee equal to three percent (3%) of the Restaurant's Gross Sales during the period of management, plus any direct costs and expenses associated with the management. We or our appointee has a duty to utilize only reasonable efforts and will not be liable to you for any debts, losses or obligations the Restaurant incurs, or to any of your creditors for any products or services the Restaurant purchases, while managing it. You may not take any action or fail to take any action that would interfere with our or our appointee's exclusive right to manage the Restaurant.

4. Closing. We will pay the Purchase Price at the closing, which will take place within sixty (60) days after the Purchase Price is determined. We may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts you owe us or our affiliates, any liabilities that we (at our option) choose to assume, and any amounts that must be paid to lenders or other parties to obtain clear title to the Purchased Assets. We may (at our option) prepare the purchase agreement and related documents for the transaction. Under that purchase agreement we must receive, and you and your Owners agree to provide, all customary representations, warranties and indemnities given by the seller of the assets of a business or ownership interests in an entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and ownership interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Restaurant or your business prior to the closing.

5. Assignment. We may assign our rights under this Section 14.E to any entity (who may be our affiliate), and that entity will have all of the rights and obligations under this Section 14.E.

F. Restriction on Sale of Authorized Location. For two (2) years beginning on the effective date of expiration or termination, you agree that neither you nor any of your Owners or affiliates will engage in any transfer, lease/sublease or other transaction the result of which is that a Competitive Business (other than a BWW-GO Restaurant under an effective agreement with us) is operated at the Authorized Location, including by any unaffiliated third party. You agree to obtain (and/or to cause your Owners or affiliates to obtain) an agreement from any subtenant, transferee or other party occupying the Authorized Location pursuant to or as a result of any arrangement with you (or you Owner or affiliate), which is expressly enforceable by us as a third party beneficiary, that the Authorized Location will not be operated as a Competitive Business during such period.

G. Survival. All of our and your (and your Owners') obligations under this Agreement which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.

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. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. We and you agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify Appendices and/or standards and as otherwise provided herein, this Agreement may not be waived, altered, amended 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 Restaurant. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. 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 Restaurant. There are no representations or warranties of any kind, express or implied, except as contained herein and in the aforesaid application. However, nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.

C. Acknowledgements. Prior to the execution of this Agreement, you have had ample opportunity to contact existing franchisees of BWV-GO and to investigate all aspects of the BWV-GO Restaurant opportunity. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves substantial business risks making the success of the venture largely dependent upon the personal efforts of you and your management and employees. Except as set forth in the Franchise Disclosure Document, you have not received from us or our affiliates any express or implied warranty or guaranty regarding the potential sales, income, profits, or success of the business venture contemplated by this Agreement.

D. Notices. Except as otherwise provided in this Agreement (including with respect to updates to the manuals and as otherwise set forth in the manuals), 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., Three Glenlake Parkway NE, Atlanta, Georgia 30328; or

2. If intended for you, addressed to you at the address listed on the cover page to this Agreement 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 Section 15.D.

E. Authority. Any modification, consent, approval, authorization or waiver granted hereunder 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.

F. References. If the franchisee is two or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement include all of the individuals. References to Sections and Appendices shall mean the applicable Section of or Appendix to this Agreement. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement. The words “include,” “including,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

G. Successors/Assigns. Subject to the terms of Section 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. 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 any express limitations set forth in this Agreement. Our rights under this Agreement are cumulative, and our exercise or enforcement of any right or remedy under this Agreement will not preclude our exercise or enforcement of any other right or remedy under this Agreement which we are entitled by law to enforce.

2. 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 or BWG-GR Restaurants 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 or BWG-GR Restaurants include 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 or BWG-GR Restaurants.

I. 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 nor 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.

J. Force Majeure. 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. Any delay resulting from these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payment of amounts owed at the time of the occurrence or payment of Royalty Fees, Brand Fund contributions and other amounts due thereafter.

K. 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 BWG-GR Restaurants 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, franchisee's business or the System. We are not required to grant to you a similar or other variation as a result of any variation granted to any other BWG-GR Restaurant.

L. No Liability for Our Related Parties. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (i) any of our obligations or liabilities relating to or arising from this Agreement; (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (iii) any claim against us based on any of our alleged unlawful acts or omissions.

M. Representations and Warranties. To induce us to sign this Agreement and grant you the rights under this Agreement, you represent, warrant and acknowledge that:

1. neither you nor any of your Owners, nor any of your or their property or interests, is subject to being blocked under, and you and your Owners are otherwise in full compliance with, all laws, ordinances and regulations, including Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war;

2. you have independently investigated and evaluated the opportunity of investing in the restaurant industry generally and specifically the BWW-GO Restaurant franchise opportunity, including the current and potential market conditions and competitive factors and risks, and recognize that, like any other business, the nature of a BWW-GO Restaurant's business will evolve and change over time;

3. the Buffalo Wild Wings GO® brand and concept were launched in May 2020, there are few BWW-GO Restaurants operating as of the Effective Date, and there is no guarantee or assurance that the Buffalo Wild Wings GO® brand and concept will be successful in the marketplace or that we will not make significant modifications to the System, brand and concept as they are further developed; and

4. you, or your parent or one of your affiliates, is an entity that has been in business for at least five (5) years and has a net worth of at least \$6,165,500.

N. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

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

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.,** an Ohio
corporation

By: _____
Name: _____
Title: _____

Date: _____

YOU:

By: _____
Name: _____
Title: _____

Date: _____

APPENDIX A TO THE FRANCHISE AGREEMENT

OWNERSHIP AND MANAGEMENT APPENDIX

1. Control Person. You represent and warrant to us that the following person, and only the following person, is the Control Person as of the effective date of this Appendix:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>

2. Principal Owner. The following person(s) are the Principal Owners as of the effective date of this Appendix:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>

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3. Ownership. You represent and warrant to us that the following person(s) and entities, and only the following person(s) and entities, have ownership or other equity interests in the franchisee entity (whether directly or indirectly) as of the effective date of this Appendix:

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>

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4. Date. This Appendix is effective as of _____, 202__.

Our Initials

Your Initials

APPENDIX B TO THE FRANCHISE AGREEMENT

PRINCIPAL TERMS APPENDIX

1. Authorized Location. The Authorized Location for your BWW-GO Restaurant is _____.
2. Designated Area. The Designated Area is defined as follows: _____. ~~The Designated Area may also be defined in the map attached to this Appendix B. If there is an inconsistency between the attached map and this paragraph 2, then this paragraph 2 shall control.~~
3. Required Open Date. The Required Open Date is _____, 202__.
4. Term and Expiration Date. In accordance with subparagraph 4.A, this Agreement will expire (select one):
- _____ Ten (10) years after the date the Restaurant opens for business
- _____ Twenty (20) years after the date the Restaurant opens for business
- ~~The Franchise Agreement will expire on _____, 20____, unless sooner terminated in accordance with the terms of the Franchise Agreement.~~
5. Initial Franchise Fee. The Initial Franchise Fee is (select one):
- _____ \$30,000 (applies if the term of the Franchise Agreement is ten (10) years)
- _____ \$45,000 (applies if the term of the Franchise Agreement is twenty (20) years)
- If you are signing this Franchise Agreement under the terms of an Area Development Agreement, then we will apply \$15,000 of the Development Fee that you (or your affiliate) paid under the Area Development Agreement that covers this Agreement towards that Initial Franchise Fee.
6. Royalty Fee. The Royalty Fee is six percent (6%) of the Restaurant's Gross Sales.

Our Initials

Your Initials

APPENDIX C TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (together with all amendments or modifications, the “Agreement”) on this date by **Buffalo Wild Wings International, Inc.** (“BWW”), each of the undersigned unconditionally (a) guarantees to BWW and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ (“Franchisee”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the arbitration, non-competition, confidentiality, and transfer requirements.

B. Each of the undersigned acknowledges that (a) he, she or it is either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; (b) he, she or it will benefit significantly from BWW’s entering into the Agreement with Franchisee; and (c) BWW would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon BWW’s pursuit of any remedies against Franchisee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which BWW may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as BWW has any cause of action against Franchisee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned’s execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a “creditor” of Franchisee under any applicable bankruptcy law with respect to Franchisee’s obligations to BWW; (b) all rights to require BWW to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (c) any benefit of, or any right to participate in, any security now or hereafter held by BWW; and (d) acceptance and notice of acceptance by BWW of his, her or its undertakings under this Guaranty,

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all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. BWW shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to BWW. Without affecting the obligations of the undersigned under this Guaranty, BWW may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

F. If BWW is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, BWW shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If BWW is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse BWW for any of the above-listed costs and expenses it incurs.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between BWW and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located closest to our then current principal office at the time that the action is brought. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that BWW may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he, she or it is domiciled or has assets. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

APPENDIX D TO THE FRANCHISE AGREEMENT

LEASE ADDENDUM

OPTION TO ASSUME LEASE

~~This Addendum to Lease ("Addendum"), dated _____, 20____, is~~ THIS OPTION TO ASSUME LEASE (this "Option") is made and entered into this _____, by and between _____ ("Landlord"), and _____ ("Tenant");

and modifies that certain ~~RECITALS~~

~~A. The parties have entered into a Lease Agreement, dated _____, 20____, Lease by and between Landlord and Tenant (the "Lease") pertaining to~~ of even date herewith for 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. ("BWV") under the name "Buffalo Wild Wings GO" or other name designated by BWV (the "Restaurant").~~

~~C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum to provide BWV the opportunity to preserve the Premises as a BWV branded restaurant as provided herein.~~

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Landlord and Tenant agree to amend the Lease as follows:

~~1. Remodeling and Decor. Landlord agrees that Tenant has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate a Restaurant on the Premises. Any remodel of the building and/or its signs shall be subject to Landlord's prior and reasonable approval.~~

2. Assignment by Tenant.

~~1. If Tenant defaults under the Lease, or if Buffalo Wild Wings International, Inc. ("Franchisor") terminates any or all of Tenant's franchise agreement(s) covering the Premises, Franchisor will have the option to assume the Lease. Landlord shall send Franchisor copies of all notices of default given to Tenant simultaneously with the delivery thereof to Tenant. All notices will be sent by nationally recognized overnight courier (with tracking capability). All notices to Franchisor shall be sent to Buffalo Wild Wings International, Inc., Three Glenlake Parkway NE, Atlanta, Georgia 30328, Attn: Legal Department. All notices to Landlord shall be sent to: _____, Attn: _____.~~

~~(a) Tenant does not have the right to sublease or assign the Lease to any third party without BWV's (and, to the extent required under the Lease and subject to the provisions of this Addendum, Landlord's) written approval.~~

~~(b) So long as Tenant is in not in default under the Lease beyond any applicable notice and cure periods (as they may be extended with respect to BWV pursuant to Section 3(a) below);~~

~~Tenant has the right to assign all of its right, title and interest in the Lease to BWW, its affiliates or its parent company, during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent. No assignment will be effective, however, until BWW or its designated affiliate (the "BWW Entity") gives Landlord written notice of its acceptance of the assignment. The BWW Entity will be responsible only for the Lease obligations and liabilities incurred after the effective date of the assignment and only until such time as the Lease is further assigned pursuant to Section 2(c).~~

~~(c) If the BWW Entity elects to assume the Lease, under this Section 2 or unilaterally assumes the lease as provided for in Section 3(a) or 4, Landlord and Tenant agree that (i) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption, and (ii) the BWW Entity will have the right to assign or sublease the Premises to another franchisee with~~2.

Franchisor may, within 30 days after Franchisor's receipt of (a) written notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) within the period set forth in the Lease (which written notice shall be accompanied by a copy of the Lease) or (b) a copy of the current Lease from Landlord and any default(s) of Tenant following notice from Franchisor to Landlord that Franchisor has terminated any or all of Tenant's franchise agreement(s), notify Landlord of Franchisor's decision to assume the Lease. If Franchisor exercises its right to assume the Lease, Franchisor shall execute an agreement assuming all of Tenant's rights and obligations under the Lease effective as of the date of such assignment, subject to (i) Franchisor's right, upon receipt of Landlord's prior reasonable approval (written consent, such consent not to be unreasonably withheld, conditioned or delayed), provided the franchisee meets BWB's then current standards and requirements for franchisees and agrees to operate the Restaurant as a BWB GO Restaurant pursuant to a Franchise Agreement with BWB. 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 applicable BWB Entity shall thereupon to assign the Lease to any third party and be released from any and all liability as tenant under the Lease from and after the date of the assignment, (ii) Franchisor's right, without any the need of a written acknowledgment of such release by Landlord, to obtain Landlord's consent, to sublet the Premises or assign the Lease to an approved franchisee of Franchisor, (iii) Franchisor not being subject to any provision of the Lease requiring continuous operation of a business in the Premises during any period the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, provided however, that such period of closure will not exceed 120 days in each instance, (iv) Franchisor not being bound by any Amendment (as hereinafter defined) to the Lease executed without obtaining Franchisor's prior written consent, and (v) Franchisor's right, if it subleases the Premises to a franchisee as provided above, to retain all consideration payable under such sublease.

3. Default and Notice:

~~(a) Landlord shall send BWB 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 BWB written notice thereof, specifying the defaults Tenant failed to cure. BWB (directly or through any affiliate) has the right, but not the obligation, to unilaterally assume the Lease if Tenant fails to cure. BWB shall have 15 days from the date BWB receives such notice to exercise, by written notice to Landlord and Tenant, its right for BWB or a BWB Entity to assume the Lease. BWB or the BWB Entity shall have an additional 15 days from the expiration of Tenant's cure period in which to cure the default or violation.~~

~~(b) All notices to BWB must be sent by registered or certified mail, postage prepaid, to the following address:~~

~~Buffalo Wild Wings International, Inc.
Three Glenlake Parkway NE~~

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Atlanta, GA 30328
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 (directly or through any affiliate) has the right, but not the obligation, to unilaterally assume the Lease by giving Landlord written notice. Within 30 days after receipt of such notice, Landlord shall give BWW written notice specifying any defaults of Tenant under the Lease.~~

~~(b) If~~ 3. Landlord further agrees that if the Lease contains ~~term renewals~~ any renewal or extension ~~(s) right~~ and if Tenant ~~allows the term to expire without exercising said~~ fails to exercise such right(s), Landlord ~~shall~~ will give BWW Franchisor written notice thereof, and ~~a BWW (directly or through any affiliate) shall have the option, for thirty (30) Franchisor will have the right, within 30~~ days after receipt of ~~said~~ such notice from Landlord, to exercise ~~the Tenant's such~~ renewal or extension right(s) on the same terms and conditions ~~as are contained~~ set forth in the Lease. If ~~a BWW Entity elects to exercise such rights(s), it shall so notify Landlord in writing, whereupon Landlord and BWW Entity shall execute and deliver an agreement whereby the BWW Entity assumes the Lease effective at the commencement of the extension or renewal term. Franchisor exercises such right, Landlord and Franchisor will execute a lease assumption agreement as set forth in Section 2 above.~~

4. Landlord and Tenant further agree that Franchisor or its affiliates, shall have the right, at its election, at any time, to take an assignment of the Lease, without the consent of Landlord. Upon request, Landlord shall promptly execute an acknowledgement of such assignment of the Lease.

~~5. Access to Premises Following Expiration or Termination of Lease. Upon the 5. If Franchisor exercises any right to assume or take an assignment of the Lease as set forth herein, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so within ten (10) days of Franchisor's written notice, Tenant appoints Franchisor as its agent to execute all documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall remain liable to Landlord for all of its obligations under the Lease and, if applicable, to Franchisor for all amounts that Franchisor pays to cure Tenant's defaults under the Lease, including interest, reasonable collection costs and de-identification costs. The parties acknowledge and agree that upon expiration or earlier termination of the Lease, Landlord will cooperate with and assist the BWW Entity in gaining Tenant's loss of 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, closure of the business on the Premises, expiration or earlier termination of the franchise agreement, or the like, Franchisor may 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 BWW GO RESTAURANT and to make such other modifications (such as repainting) as are reasonably necessary to protect the BUFFALO WILD WINGS® or BUFFALO WILD WINGS GO® marks and system. In the event BWW (directly or through any affiliate) exercises its option to purchase assets of Tenant, Landlord must permit BWW or its affiliate to remove all such assets being purchased or tort to (a) de-identify the Premises and/or (b) remove from the Premises or its exterior any trademarked or trade property, proprietary software, equipment, design elements, signage, and/or other furniture or fixtures installed by Tenant or installed in connection with the Lease. Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary or parent of Franchisor. This Option may be signed in any number of counterparts, each of which shall be deemed an original,~~

and all of which shall constitute one and the same instrument. This Option may be electronically signed by the parties, which will be treated as an original copy as though ink-signed by duly authorized officers or other representatives of each party.

6. Additional Provisions:

~~(a) Landlord hereby acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and the Tenant would not lease the Premises without this Addendum.~~

~~(b) Landlord further acknowledges that Tenant is not an agent or employee of BWV 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 BWV or any affiliate of BWV, and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against BWV or any affiliate of BWV, unless and until the Lease is assigned to, and accepted in writing by, BWV or its parent company.~~

~~(c) The BWV Entity may elect not to assume or be bound by the terms of any amendment to the Lease executed by Tenant without obtaining BWV's prior written approval, which shall not be unreasonably withheld or delayed.~~6. Landlord and Tenant further agree that they shall not enter into any amendment, supplement or modification of the Lease (each, an "Amendment"), which impacts Franchisor's rights under this Option in any respect, without the prior written consent of Franchisor.

~~7. Modification. No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by Landlord, Tenant and the parties and BWV.~~

~~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. 7. Landlord and Tenant expressly agree that BWV is a third-party beneficiary of this Addendum with independent enforcement rights.~~acknowledge and agree that Franchisor is intended to be a third-party beneficiary to this Option and shall be entitled to rely upon and directly enforce the provisions of this Option.

~~IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below:~~

~~8. This Option amends the Lease between the parties described hereinabove and except as provided herein, all other terms of said Lease shall remain unchanged. In the event of any conflict between the terms of this Option and the terms of the Lease, the terms of this Option shall control.~~

LANDLORD

By: _____

~~TENANT:~~

Name: _____

~~By~~Its: _____

Its: _____

TENANT

By: _____

~~LANDLORD:~~

Name: _____

~~By~~Its: _____

Its: _____

EXHIBIT C-1

INCENTIVE AMENDMENT TO THE FRANCHISE AGREEMENT

~~2024~~2025 INCENTIVES AMENDMENT
TO THE BUFFALO WILD WINGS GO®
FRANCHISE AGREEMENT

This Incentives Amendment to the Franchise Agreement (the “Amendment”) is made and entered into on _____ (the “Effective Date”), by and between BUFFALO WILD WINGS INTERNATIONAL, INC. (“we,” “us,” or “our”) and _____ (“you” or “your”).

BACKGROUND

A. [Note: Only include this recital if the parties have signed an Area Development Agreement to develop five or more new BWW-GO Restaurants] We and you or your affiliate signed that certain Area Development Agreement dated _____ (the “ADA”), pursuant to which you or your affiliate agreed to develop and sign franchise agreements to operate five or more new BWW-GO Restaurants identified on Appendix D to the ADA within the Development Territory described in Appendix C to the ADA.

B. We and you signed that certain Franchise Agreement dated as of the date hereof (the “Franchise Agreement”), pursuant to which you shall operate a BWW-GO Restaurant located at _____ (the “Restaurant”). Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

B. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the Franchise Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

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

1. **Initial Franchise Fee.** Notwithstanding anything to this contrary in the Franchise Agreement, we will credit you all or a portion of the initial franchise fee you pay towards your Royalties once the Restaurant opens if you qualify for ~~one of the incentives~~incentive set forth below:

a. New Restaurant Opening Incentive Program. Under our “New Restaurant Opening” or “NRO” incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the ADA, (ii) ~~(i)~~ you open and begin operating the Restaurant in compliance with the Franchise Agreement (including, but not limited to, Sections 5.A, 5.B, 5.C, 5.F, 6.A, 6.B, 6.C, 6.D, 6.F, and 9.G of the Franchise Agreement) and, if applicable, the ADA, on or before the Required Open Date, (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant in accordance with Section 5.B of the Franchise Agreement, and ~~(iii)~~iv you build the Restaurant in the design, to the specifications, and at the Authorized Location approved by us in accordance with Sections 2.A and 5.B of the Franchise Agreement, then we agree to credit an amount equal to the initial franchise fee you paid under the Franchise Agreement plus the portion of the development fee that we credit towards that initial franchise fee, up to \$30,000, towards the Royalty Fees owed under the Franchise

Agreement (the “IFF Credit”). If you fail to satisfy any of the conditions listed in (i) through (iv) above, the New Restaurant Opening incentive program, including the IFF Credit and the reduced Royalty Fee set forth below, will not apply to the Restaurant.

2. **Temporarily Reduced Royalty Fees.** Notwithstanding Section 9.B of the Franchise Agreement, if you qualify for the New Restaurant Opening incentive program, then in addition to the benefits described above, the Royalty Fee will be amended as set forth below:

Months After Opening	Effective Royalty Fee
Opening through Year 1	1%
Year 2	3%
Year 3	5%
Year 4 through remainder of the term	6%

3. **Early Opening Incentive.** If you meet the requirements of the New Restaurant Opening incentive program set forth above and you open and begin operating the Restaurant in accordance with the Franchise Agreement before the Required Open Date, then the Royalty Fee will be zero percent (0%) from the date you open the Restaurant until the Required Open Date (not to exceed twelve (12) months), and then the applicable royalty rate shall apply. If you open the Restaurant on or after the Required Open Date, the Early Opening Incentive described in this Section will not apply to the Restaurant.

4. **VetFran Program.** *[Note: Only include this provision if the Franchisee or its owner(s) qualify for the VetFran Incentive, and this Franchise Agreement is signed in connection with the development and operation of the franchisees first through tenth Franchise Agreement.]* If (a) you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, an area development agreement or franchise agreement (except for the ADA and any franchise agreement signed under the ADA) with us and who qualifies and signs a Franchise Agreement to develop one BWW-GO Restaurant, (b) you open and begin operating the Restaurant in compliance with the Franchise Agreement (including, but not limited to, Sections 5.A, 5.B, 5.C, 5.F, 6.A, 6.B, 6.C, 6.D, 6.F, and 9.G of the Franchise Agreement) and the ADA on or before the Required Open Date, (c) you provide to us a report, [in the format and containing the information that we reasonably specify](#), identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant in accordance with Section 5.B of the Franchise Agreement, and (d) you build the Restaurant in the design, to the specifications, and at the Authorized Location approved by us in accordance with Sections 2.A and 5.B of the Franchise Agreement, then, in addition to the above provisions, we agree to credit an amount equal to \$10,000 towards the Royalty Fees owed under the Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (d) above, the VetFran incentive program described in this Section will not apply to the Restaurant.

5. **Miscellaneous.** The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Franchise Agreement. If there is an inconsistency between this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment, together with the Franchise Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

YOU:

By:_____

Name:_____

Title:_____

US:

BUFFALO WILD WINGS
INTERNATIONAL, INC.

By:_____

Name:_____

Title:_____

EXHIBIT C-2

NON-TRADITIONAL RIDER TO THE FRANCHISE AGREEMENT

**NON-TRADITIONAL RIDER
TO BUFFALO WILD WINGS GO® RESTAURANT
FRANCHISE AGREEMENT**

THIS NON-TRADITIONAL RIDER TO FRANCHISE AGREEMENT (the “Rider”) is made and entered into by and between BUFFALO WILD WINGS INTERNATIONAL, INC., an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we” or “us”), and _____, a(n) _____ whose principal business address is _____ (“you”).

1. Preambles and Acknowledgments. Simultaneously with signing this Rider, we and you are signing a Franchise Agreement (the “Franchise Agreement”) to govern your development and operation of the Restaurant at the Authorized Location. All initial capitalized terms used but not defined in this Rider have the meanings given to those terms in the Franchise Agreement. We and you are signing this Rider to modify certain provisions of the Franchise Agreement to recognize that the Restaurant will be located within _____ (for purposes of this Rider and in the Franchise Agreement, the “Facility”), which is a Non-Traditional Location (defined below), and to accommodate certain requests you have made as a result of that location. “Non-Traditional Location,” in this Rider and in the Franchise Agreement, means any permanent or temporary food service facility that operates (1) under one or more of the Trademarks and all or part of the System, and (2) at locations that do not feature unlimited and unrestricted access to the general public. Non-Traditional Locations include, but are not limited to: (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories.

2. Nonexclusivity and Reservation of Rights. Subparagraph 2.B of the Franchise Agreement is deleted. Subparagraph 2.C of the Franchise Agreement is deleted and replaced with the following:

Your rights under this Agreement are limited to the right to develop and operate one Restaurant at the Authorized Location and do not include (i) any right to sell Menu Items or any other products, whether identified by the Trademarks or other trademarks, at or from any location other than the Authorized Location or through any other channels or methods of distribution, or (ii) any right to sell products and Menu Items identified by the Trademarks to any person or entity for resale or further distribution.

We (on behalf of ourselves and on behalf of any other entity which we may acquire, or be acquired by, or otherwise are or become affiliated with) retain all

rights not expressly granted in this Agreement and shall at all times have the right to engage in any activities we or they deem appropriate that are not expressly prohibited by this Agreement. By way of example and without limitation, this includes:

1. establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, BWW-GO Restaurants at any locations, including at any Non-Traditional Locations;

2. establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, restaurants and other foodservice establishments (including Buffalo Wild Wings® sports bars) or any similar or dissimilar businesses that either are not primarily identified by the Buffalo Wild Wings GO® Trademark or do not operate under the System at any locations;

3. all rights relating directly or indirectly to the Trademarks, and all Menu Items and other products and services associated with any of the Trademarks, in connection with any methods of distribution, except as specifically set forth in Section 2.B. This includes providing, and granting rights to others to provide (except as specifically set forth in Section 2.B), products and services that are similar or dissimilar to, or competitive with, any Menu Items and other products and services provided at BWW-GO Restaurants, whether identified by the Trademarks or other trademarks or service marks, regardless of the method of distribution and at any area or location, including providing, and granting others the right to provide: (a) through other BWW-GO Restaurants, Buffalo Wild Wings® sports bars, and/or other methods of distribution, catering and delivery services for Menu Items and other products and services regardless of location, and (b) any frozen items, pre-packaged items or other products or services associated with BWW-GO Restaurants (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, through any channels of distribution such as grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing sites and office buildings), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce); and

4. acquiring the assets or ownership interests of, or being acquired (regardless of the form of transaction) by, a one or more businesses providing products and services similar or dissimilar to those provided at BWW-GO Restaurants, and franchising, licensing or creating other arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating.

3. Term. Subparagraph 4.A of the Franchise Agreement is deleted and replaced with the following:

The initial term of this Agreement commences on the Effective Date (as defined in paragraph 15.N) and expires on the earlier of (i) 10 years after the Restaurant opens for business or (ii) _____ [*date when Facility contract term expires*], unless this Agreement is sooner terminated in accordance with paragraph 13.

4. Renewal Term and Conditions of Renewal. Subparagraph 4.B of the Franchise Agreement is deleted and replaced with the following:

You may renew your license to operate the Restaurant as a BWG-GO Restaurant for one renewal term of the lesser of 10 years or the remaining term of your Facility contract, provided that: (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 and related documents (modified to reflect that the agreement relates to the grant of a renewal franchise at a Non-Traditional Location), the terms of which may differ materially from those in this Agreement, including higher fees; (iii) you have complied with our then-current requirements for modernization of the Restaurant 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 BWG-GO Restaurants, regardless of the cost of such modernizations and/or replacements; (iv) you are not in default of this Agreement or any other agreement pertaining to the Restaurant, have satisfied all monetary and other material obligations on a timely basis during the initial term of this Agreement, and are then otherwise in good standing; (v) you comply with our then-current training requirements; (vi) you pay us, at time you sign the new franchise agreement, a renewal fee in the amount equal to fifty percent (50%) of the initial franchise fee that we are then charging new franchisees developing new BWG-GO Restaurants for each full or partial year of the renewal term; and (viii) you, each Principal Owner and each guarantor 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.

5. Lease. Subparagraph 5.A of the Franchise Agreement is deleted and replaced with the following:

Restaurant Facility; Lease or Purchase Contract. You may not use the Restaurant premises or Authorized Location for any purpose other than the operation of a BWG-GO Restaurant during the term of this Agreement.

6. Relocation and Casualty. Subparagraph 5.E of the Franchise Agreement is deleted.

7. Period of Operation. We recognize and acknowledge that the Restaurant will operate at a Non-Traditional Location and will be required to be open and operating on those days and during those hours that the Non-Traditional Location may set from time to time. Therefore, the first sentence of subparagraph 6.H of the Franchise Agreement is deleted.

8. Catering and Delivery Service. Since the Authorized Location of the Restaurant is located at or within a Non-Traditional Location, notwithstanding subparagraph 6.K of the Franchise Agreement, you shall not be required nor permitted to offer catering or delivery services from the Restaurant unless we otherwise specify in writing.

9. Advertising Fee. The first paragraph in subparagraph 8.A of the Franchise Agreement is deleted and replaced with the following:

A. Brand Fund. We may implement, and thereafter will administer and control, a marketing and brand fund (the “Brand Fund”) for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for all or a group of BWV-GO Restaurants that we periodically deem appropriate. You agree to pay us, via electronic funds transfer or another payment method we specify and together with each payment of the Royalty Fee (defined in Section 9.B), a contribution to the Brand Fund in an amount equal to 1.5% of Gross Sales.

The remainder of ~~subparagraph~~ subparagraph 8.A remains in full force and effect.

10. Local Marketing, Advertising Cooperatives and Local Marketing Groups, and Marketing Spending Requirements. Subparagraphs 8.B, 8.C, 8.D, 8.E, and 8.G of the Franchise Agreement are deleted.

11. Initial Franchise Fee. The first sentence of Subparagraph 9.A is deleted and replaced with the following:

You must pay to us a nonrefundable “Initial Franchise Fee” in an amount equal to One Thousand Five Hundred Dollars (\$1,500) multiplied by the number of full or partial years in the initial term of this Agreement.

12. Noncompete Covenants. Subsections (1) and (2) of subparagraph 10.D of the Franchise Agreement are deleted in their entireties and replaced with the following:

1. During the term of this Agreement, neither you nor any of the other Restricted Persons may, either directly or indirectly, for yourself or themselves or through, on behalf of, or in conjunction with any person or entity, own any interest in, manage, operate, maintain, engage in, perform services for, consult with or have any other interest in any Competitive Business which is operating at or within the Facility.

2. Except for any interest you or your affiliate have in another restaurant or food business pursuant to an agreement with us or our affiliate, 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 a Competitive Business operating at or within the Facility

Notwithstanding the foregoing, we and you acknowledge that nothing in this Rider shall limit your or your Control Person's, Principal Owners', guarantors', officers', directors' members', managers' or partners' non-compete or other obligations under any other franchise agreement.

13. Purchase Option. Subparagraph 14.E of the Franchise Agreement is deleted in its entirety. For purposes of subparagraph 14.B, the "De-Identification Date" means the effective date of the expiration or termination of the Franchise Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Rider effective as of the date of the Franchise Agreement.

YOU:

Date: _____

By: _____

Name: _____

Title: _____

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.**

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT C-3

MULTI-BRAND ADDENDUM TO THE FRANCHISE AGREEMENT

~~2024~~2025 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum to Franchise Agreement (this “**Addendum**”) is entered into this ____ day of _____, 202__ by and between _____ (“**Franchisor**”) and _____ (“**Franchisee**”).

1. **Background.**

(a) Franchisor and Franchisee are parties to that certain _____® Franchise Agreement dated as of _____ (as amended, the “**Franchise Agreement**”) under which Franchisor has granted Franchisee the right to operate a _____® restaurant (a “**Brand Restaurant**”) at _____ (the Brand Restaurant at that location is called the “**Franchised Restaurant**”). All initial capitalized terms used but not defined in this Addendum have the meanings set forth in the Franchise Agreement.

(b) Franchisee operates or intends to operate the Franchised Restaurant at the premises of, and in combination with, the other brand restaurants listed on Exhibit A (collectively, and whether one or more, the “**Other Restaurants**”). The affiliate(s) of Franchisee listed on Exhibit A (collectively, and whether one or more, the “**Co-Operators**”) operate the Other Restaurants under the separate franchise agreement(s) listed on Exhibit A (collectively, and whether one or more, the “**Other Franchise Agreements**”) with the franchisor(s) listed on Exhibit A who are Franchisor’s affiliates (collectively, and whether one or more, the “**Other Franchisors**”).

(c) This Addendum reflects certain changes in and clarifications to the Franchise Agreement to reflect Franchisor’s modified requirements for a multi-brand location. Franchisee acknowledges that Franchisor is willing to enter into this Addendum and to permit the operation of the Franchised Restaurant as a multi-brand location only because of the relationship between Franchisor and the Other Franchisors and, if applicable, the relationship between Franchisee and its Co-Operators who operate the Other Restaurants.

2. **Ownership of Other Restaurants.** Notwithstanding the restrictions in the Franchise Agreement, Franchisor consents to Franchisee’s (and/or, as applicable, its Co-Operators’) ownership and operation of the Other Restaurants at the same premises as the Franchised Restaurant, provided Franchisee complies with the terms of the Franchise Agreement (including this Addendum) and Franchisee (or its Co-Operators) complies with the terms of the Other Franchise Agreements.

3. **Franchise Agreement Term and Renewal.** The term of the Franchise Agreement shall expire, unless sooner terminated, on _____, 20___. In addition to the conditions in the Franchise Agreement to obtain a renewal or successor franchise to continue operating the Franchised Restaurant as a Brand Restaurant, Franchisee (and/or, as applicable, its Co-Operators) also must be in compliance with, and, if Franchisor requires, renew or extend the term of, the Other Franchise Agreements.

4. **Operation as a Multi-Brand Location.** Franchisee agrees that Franchisor, at its option, may modify any of the terms of the franchise system applicable to the Franchised Restaurant, including any system standards, the layout and design requirements, the products and services offered, any mandatory or optional advertising, marketing and promotional programs, required equipment or products, required hours of operation, personnel training and staffing requirements, and other standards, specifications and requirements, in a manner that is different from the manner in which those terms apply to other Brand Restaurants, in order to reflect the Franchised Restaurant's status as a multi-brand location. Franchisee agrees to comply with all of those modifications. Without limiting the generality of the foregoing:

(a) Franchisee shall design and construct, and/or make modifications to, the Franchised Restaurant's layout, design, equipment and fixtures that Franchisor specifies to reflect the multi-brand location.

(b) Franchisee agrees that its (or Co-Operators') development and operation of the Other Restaurants shall not unreasonably interfere with or otherwise disrupt the Franchised Restaurant's operations. The operation of the Other Restaurants must be consistent with and complement Franchisee's operation of the Franchised Restaurant.

(c) Franchisee acknowledges that the services, guidance and assistance that Franchisor provides under the Franchise Agreement, including any training, may be intended for stand-alone Brand Restaurants and not tailored or specific to multi-brand locations like the Franchised Restaurant.

(d) Franchisee may not open and begin operating the Franchised Restaurant unless the Other Restaurants are also open and in operation. Franchisee shall ensure that the Other Restaurants are open and operating during all business hours that the Franchised Restaurant is open and operating.

(e) Franchisee must use paper products and other items bearing the Brand Restaurants' trademarks and trade names only at the Franchised Restaurant and with products served by the Franchised Restaurant, and Franchisee (or its Co-Operators) may not use them at the Other Restaurants or with products served by the Other Restaurants.

(f) Franchisee (and, if applicable, its Co-Operators) shall notify the customers of the Franchised Restaurant and the Other Restaurants, and the design and layout of the Franchised Restaurant and Other Restaurants shall reflect, all in the manner Franchisor periodically specifies, that the operation of the Other Restaurants is separate from and independent of the Franchised Restaurant. Without limiting the foregoing, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Franchised Restaurant and not the Other Restaurants. Likewise, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Other Restaurants and not the Franchised Restaurant. Unless Franchisor otherwise specifies or approves, none of the advertising, marketing or promotional materials associated with the

Franchised Restaurant may reference the Other Restaurants or the brand(s) under which the Other Restaurants operate.

(g) all of the Franchised Restaurant's sales must be entered only on the point-of-sale system that Franchisor approves for the Franchised Restaurant. Franchisee (and, if applicable, Co-Operators) shall maintain separate books and records for the Franchised Restaurant and the Other Restaurants and shall not commingle the revenues of the Franchised Restaurant with the revenues of the Other Restaurants. Franchisor and Franchisee agree that Franchisee shall pay royalties or continuing franchise fees, advertising/brand fund contributions or continuing advertising fees, and/or similar payments based on Gross Sales under the Franchise Agreement only on the Gross Sales derived from the Franchised Restaurant and not on the sales or revenue of the Other Restaurants. Franchisee agrees to deliver to Franchisor, at such times that Franchisor periodically specifies, sales information and other reports relating to the Other Restaurants.

(h) Franchisee acknowledges that Franchisor shall have no obligation to provide any training, services or other assistance with respect to the development or operation of the Other Restaurants.

5. **Personnel.** Franchisee must ensure that all employees providing services to customers of the Franchised Restaurant wear uniforms that are distinct from the uniforms and/or other apparel worn by the employees providing services to customers of the Other Restaurants. Franchisor may at its option modify its training, staffing and other similar requirements to address any employees that are cross-trained to operate both the Franchised Restaurant and the Other Restaurants. However, Franchisee must ensure that all employees who provide services to the Franchised Restaurant's customers or otherwise assist in the Franchised Restaurant's operation are properly trained to operate the Franchised Restaurant and otherwise satisfy Franchisor's requirements. Franchisee must pay Franchisor any training fees and additional expenses that Franchisor incurs in connection with any additional or specialized training required for the Franchised Restaurant's personnel due to its status as multi-brand location.

6. **Inspections and Audits.** In order to determine Franchisee's compliance with the Franchise Agreement (including this Addendum), Franchisor shall have the right to inspect the Other Restaurants and their operations, and audit the books and records associated with the Other Restaurants, in accordance with the terms of the Franchise Agreement to the same extent that it may do so with respect to the Franchised Restaurant, its operations, and its books and records. If Franchisee has Co-Operators operating the Other Restaurants, Franchisee must ensure that those Co-Operators provide Franchisor the rights under this Section 6.

7. **Refresh/Remodel of the Franchised Restaurant.** Franchisor, at its option, may modify the requirements for any required refresh or remodel of the Franchised Restaurant under the Franchise Agreement, including by accelerating or deferring any due dates, in order to correlate with the development, remodel and/or refresh requirements under any of the Other Franchise Agreements.

8. **Relationship With Other Franchise Agreements.** Franchisee acknowledges that Franchisor granted Franchisee the rights under the Franchise Agreement and this Addendum in

reliance upon, and that the operation of the Franchised Restaurant under the Franchise Agreement is dependent on and inextricably connected with, Franchisee's (or its Co-Operators) operation of the Other Restaurants pursuant to and in compliance with the Other Franchise Agreements. Therefore:

(a) Franchisee agrees to comply (or to cause Co-Operators to comply) with the Other Franchise Agreements in connection with the development and operation of the Other Restaurants (including with respect to paying amounts owed and complying with all applicable laws) and agrees that Franchisee's (or any Co-Operator's) failure to comply with any Other Franchise Agreement shall constitute a breach of, and a default under, the Franchise Agreement.

(b) upon any proposed transfer (as defined in the Franchise Agreement, if applicable) involving any direct or indirect ownership interest in Franchisee or all or substantially all of the assets of the Franchised Restaurant, in addition to the conditions for Franchisor's approval of that transfer under the Franchise Agreement, Franchisor may condition its consent to that transfer on the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Other Restaurants. Likewise, Franchisee (or, if applicable, its Co-Operators) may not transfer any direct or indirect ownership interest in Franchisee's affiliate or all or substantially all of the assets of the Other Restaurants without the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Franchised Restaurant, which transfer shall be subject to Franchisor's approval under the Franchise Agreement.

(c) Franchisor may terminate the Franchise Agreement, effective upon delivery of written notice to Franchisee, if any Other Franchise Agreement expires (without a renewal or successor franchise with the Other Franchisors) or terminates (regardless of the reason), or if Franchisee (or, if applicable, Co-Operators) abandons or otherwise ceases to operate any Other Restaurant for any reason.

(d) Franchisor acknowledges that certain post-termination obligations under the Franchise Agreement relating to Franchisor's right to acquire certain assets of the Franchised Restaurant and/or the lease for the Franchised Restaurant's premises may conflict with similar requirements under the Other Franchise Agreements, and in that case Franchisee agrees to comply (and, if applicable, to cause its Co-Operators to comply) with the requirements that Franchisor reasonably specifies.

9. **Miscellaneous.** This Addendum is an amendment to, and forms a part of, the Franchise Agreement. Except as amended by this Addendum, the Franchise Agreement will continue in full force and effect. The recitals to this Addendum are a part of this Addendum, which, together with the Franchise Agreement, constitutes the entire agreement between Franchisor and Franchisee, and there are no oral or other written understandings, representations or agreements between Franchisor and Franchisee, relating to the subject matter of this Addendum. No modification, change or alteration of this Addendum shall be effective unless in writing and executed by Franchisor and Franchisee. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such

words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. If there is a conflict between any provision of the Franchise Agreement and a provision of this Addendum, the provision of this Addendum controls.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the date first above written.

FRANCHISOR:

By:_____

Title:_____

FRANCHISEE:

By:_____

Title:_____

EXHIBIT A
TO THE 2024 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT

OTHER FRANCHISE AGREEMENTS

Other Franchisor <i>(Franchisor Entity)</i>	Franchisee or Co-Operator <i>(Franchisee Entity)</i>	Effective Date	Other Restaurant <i>(Franchised Brand Restaurant)</i>
			_____® restaurant
			_____® restaurant
			_____® restaurant

EXHIBIT D
AREA DEVELOPMENT AGREEMENT

**Buffalo Wild Wings GO® Restaurant
Area Development Agreement**

between

**Buffalo Wild Wings International, Inc.
Three Glenlake Parkway NE
Atlanta, GA 30328**

and

Name of Developer(s)

Street Address

City State Zip Code

Phone Number

Effective Date:

(To be completed by us)

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APPENDICES

- A. Ownership and Management Appendix
- B. Development Schedule and Development Fee Appendix
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BUFFALO WILD WINGS-GO RESTAURANT

AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is made as of the Effective Date listed on the cover page to this Agreement (the “Effective Date”) between BUFFALO WILD WINGS INTERNATIONAL, INC., an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we” or “us”) and _____, a(n) _____ whose principal business address is _____ (“you”).

RECITALS

A. Our parent company has developed a system for developing and operating restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption, operate under the System (defined below), and are primarily identified by the Buffalo Wild Wings GO® brand and/or other Trademarks (defined below) (“BWW-GO Restaurants”);

B. Our parent company owns the BUFFALO WILD WINGS® and BUFFALO WILD WINGS GO® Trademarks and other trademarks used in connection with the operation of a BWW-GO Restaurant;

C. Our parent company has granted to us the right to sublicense the right to develop and operate BWW-GO Restaurants; and

D. You desire to develop and operate several BWW-GO Restaurants and we, in reliance on your representations, have approved your franchise application to do so in accordance with this Agreement.

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

DEFINITIONS

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

A. “Developer Subsidiary” means a corporation, limited liability company or other business entity of which you own (directly or indirectly) at least eighty percent (80%) of the issued and outstanding ownership interests that you designate to sign a Franchise Agreement for one or more of the Restaurants developed pursuant to this Agreement.

B. “Franchise Agreement” means our then current form of franchise agreement and related documents for the operation of a BWW-GO Restaurant, the terms of which may differ from the franchise agreement that is signed upon signing this Agreement, including higher fees and changes to the manner of defining the designated area (based on our then current criteria for defining designated areas) and/or the rights in the designated area, subject to the provisions of Section 4.B.

C. “Menu Items” means the chicken wings, chicken tenders and other products and beverages prepared according to our specified recipes and procedures, as we may modify and change them from time to time, that we periodically authorize for sale at BWW-GO Restaurants.

D. “Owner” means, if you are a corporation, limited liability company, partnership or other business entity, any individual or entity holding a direct or indirect ownership or other equity interest in you (whether of record, beneficially, or otherwise), whether directly or through one or more intermediary entities, including any interest that allows the holder of that interest (whether directly or indirectly) to direct or participate in the direction of the management of you or your business (such as a managing partner interest in a partnership, a manager or managing member interest in a limited liability company, and a trustee of a trust), or to share in the revenue, profits or losses of, or any capital appreciation relating to, you or your business. Your Owner(s) as of the Effective Date are identified on Appendix A. Every time there is a change in the persons who are your Owners, then without limiting our rights and your other obligations, you must, within ten (10) days after the date of each such change, update Appendix A.

E. “Restaurants” means the BWW-GO Restaurants you or a Developer Subsidiary develops pursuant to this Agreement.

F. “Restricted Persons” means, individually and collectively, you, your affiliates, all of your officers and directors, and all of your Owners.

G. “System” means the Buffalo Wild Wings GO® Restaurant franchise system, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with distinctive 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.

H. “Trade Dress” means the designs, color schemes, image and other elements of trade dress that we authorize you to use in the operation of Restaurants from time to time, as we may periodically modify them.

I. “Trademarks” means the Buffalo Wild Wings GO® trademark and service mark and other trademarks, service marks, trade names and logos, as we may modify and change them from time to time, and the Trade Dress and other commercial symbols used in the operation of Restaurants.

GRANT OF DEVELOPMENT RIGHTS

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

A. Grant of Rights. We grant to you, under the terms and conditions of this Agreement, the right (directly or through Developer Subsidiaries) to develop and sign Franchise Agreements to operate the number of new Restaurants identified on Appendix B within the territory described on Appendix C (the “Development Territory”).

B. Development Schedule. You agree to comply with the development schedule set forth on Appendix B (the “Development Schedule”). Time is of the essence for the development and opening of each Restaurant in accordance with the Development Schedule. Each Restaurant must be developed and operated pursuant to a separate Franchise Agreement that you or a Developer Subsidiary signs with us pursuant to Section 4.B below.

C. Development Territory and Non-Traditional Locations. Provided that you and your affiliates are in compliance with the terms of this Agreement and any other agreements with us and our affiliates relating to any BWG-GO Restaurants, including all Franchise Agreements signed pursuant to this Agreement, then we and our affiliates will not open and operate, or grant to anyone else a license or franchise to open and operate, a BWG-GO Restaurant the physical premises of which are located within the Development Territory so long as this Agreement is in effect, except for BWG-GO Restaurants located at Non-Traditional Locations (defined below) within the Development Territory. You acknowledge that the consumer service area, delivery area or trade area of another BWG-GO Restaurant may overlap with your Development Territory. However, if the Development Territory covers more than one city, county, designated market area or target area identified on Appendix C (each "Target Area"), then the territorial protection under this Section 2.C for each Target Area shall expire upon the earlier of (i) the expiration or termination of this Agreement, or (ii) the date upon which you or a Developer Subsidiary signs a Franchise Agreement for a Restaurant to be developed in such Target Area. When the territorial protection under this Section 2.C expires with respect to the Development Territory or Target Area (as applicable), then we and our affiliates will thereafter be entitled to open and operate, and grant to anyone else a license or franchise to open and operate, BWG-GO Restaurants the physical premises of which are located within the Development Territory or Target Area (as applicable), except as may be otherwise provided under any Franchise Agreement then in effect between us and you (or your Developer Subsidiary).

You acknowledge and agree that certain locations within and outside the Development Territory are by their nature separate in character from sites generally developed as BWG-GO Restaurants. As a result, you agree that the following locations ("Non-Traditional Locations") are excluded from the Development Territory, and we and our affiliates have the right to open and operate, or grant to anyone else a license or franchise to open and operate, BWG-GO Restaurants at such locations, whether those locations are within or outside the Development Territory: any permanent or temporary food service facility that operates (1) under one or more of the Trademarks and all or part of the System, and (2) at locations that do not feature unlimited and unrestricted access to the general public. Non-Traditional Locations include, but are not limited to: (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories.

D. Nonexclusivity; Our Reservation of Rights. Your rights under this Agreement are limited to the right to sign Franchise Agreements to develop and operate Restaurants located in the Development Territory, and do not include: (i) any right to sell Menu Items or any other products, whether identified by the Trademarks or other trademarks, at or from any location or through any channels or methods of distribution, or (ii) any right to sell products and Menu Items identified by the Trademarks to any person or entity for resale or further distribution.

We (on behalf of ourselves and on behalf of any other entity which we may acquire, or be acquired by, or otherwise are or become affiliated with) retain all rights not expressly granted in this Agreement and shall at all times have the right to engage in any activities we or they deem

appropriate that are not expressly prohibited by this Agreement. By way of example and without limitation, this includes:

1. establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, BWW-GO Restaurants at any locations (a) outside the Development Territory, (b) at any Non-Traditional Locations within or outside the Development Territory, and (c) within a former Target Area once you (or your Developer Subsidiary) sign a Franchise Agreement in that Target Area;

2. establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, restaurants and other foodservice establishments (including Buffalo Wild Wings® sports bars) or any similar or dissimilar businesses that either are not primarily identified by the Buffalo Wild Wings GO® Trademark or do not operate under the System at any locations, whether within or outside the Development Territory;

3. all rights relating directly or indirectly to the Trademarks, and all Menu Items and other products and services associated with any of the Trademarks, in connection with any methods of distribution, except as specifically set forth in Section 2.C. This includes providing, and granting rights to others to provide (except as specifically set forth in Section 2.C), products and services that are similar or dissimilar to, or competitive with, any Menu Items and other products and services provided at BWW-GO Restaurants, whether identified by the Trademarks or other trademarks or service marks, regardless of the method of distribution and at any area or location, including providing, and granting others the right to provide: (a) through other BWW-GO Restaurants, Buffalo Wild Wings® sports bars, and/or other methods of distribution, catering and delivery services for Menu Items and other products and services within or outside the Development Territory, and (b) any frozen items, pre-packaged items or other products or services associated with BWW-GO Restaurants (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, through any channels of distribution such as grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing sites and office buildings), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce); and

4. acquiring the assets or ownership interests of, or being acquired (regardless of the form of transaction) by, a one or more businesses providing products and services similar or dissimilar to those provided at BWW-GO Restaurants, and franchising, licensing or creating other arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, whether within or outside the Development Territory.

E. Ownership. You represent and warrant to us that the information provided on Appendix A reflects all of your Owners and their direct or indirect ownership or other equity interests in you as of the Effective Date.

F. No Right to Use Trademarks. This Agreement is not a franchise agreement and you have no right to use in any manner the Trademarks by virtue of this Agreement. You have no right under this Agreement to sublicense or subfranchise others to operate a restaurant or other business or to use the System or the Trademarks.

DEVELOPMENT FEE

3. You must pay a Development Fee as described below:

A. As consideration for the rights granted in this Agreement, you must pay us a Development Fee listed on Appendix B. The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon execution of this Agreement and is non-refundable. The Development Fee is credited against the Initial Franchise Fee payable upon the signing of each individual Franchise Agreement as specified in Section 3.B or Appendix B.

B. Upon our acceptance of the site for a Restaurant pursuant to Section 4, you (or an approved Developer Subsidiary) must sign a separate Franchise Agreement for that Restaurant. We may apply a portion of the Development Fee towards the payment of the Initial Franchise Fee for that Restaurant as set forth on Appendix B. Upon the execution of each Franchise Agreement, the terms and conditions of that Franchise Agreement control the establishment and operation of the applicable Restaurant.

DEVELOPMENT SCHEDULE

4. The following provisions control with respect to your development rights and obligations:

A. Development Schedule. You are bound by and must strictly follow the Development Schedule. By the applicable dates set forth under the Development Schedule, you (or a Developer Subsidiary whom we approve) must (i) submit site packages for proposed Restaurant sites that you reasonably believe conform to our then current site selection criteria, in the form and containing the information that we periodically specify, for the number of sites described under the Development Schedule; (ii) enter into Franchise Agreements with us pursuant to this Agreement for the number of new Restaurants described under the Development Schedule; and (iii) open and begin operating the number of new Restaurants described under the Development Schedule in accordance with the applicable Franchise Agreements. You also must comply with the Development Schedule requirements regarding the cumulative number of Restaurants to be open and continuously operating for business in the Development Territory throughout the term of this Agreement.

B. Development Policies and Franchise Agreement. You must comply with our development policies, as we periodically modify them, with respect to each proposed site for a Restaurant to be developed in the Development Territory and each Franchise Agreement to be signed for a Restaurant in the Development Territory. This includes sending us a complete site report (containing such demographic, commercial, market and other information and photographs as we may periodically specify) for each proposed site, and information on your (or your Developer Subsidiary's) financial and operational ability to develop and operate the proposed Restaurant, along with sending us information necessary to complete each Franchise Agreement, all on the schedule that we periodically specify in our development policies.

1. Our Acceptance of the Proposed Site. You must receive our written acceptance of your proposed site for the Restaurant before we will issue a Franchise Agreement for that Restaurant. We agree not to unreasonably withhold acceptance of a proposed site. In reviewing any proposed site, we will consider such matters as we deem material, including demographic characteristics of the proposed site, traffic patterns, competition, the proximity to other businesses, the nature of other businesses in proximity

to the site, and other commercial characteristics (including the purchase or lease obligations for the proposed site) and the size of premises, appearance and other physical characteristics.

Despite any assistance, information or recommendations that we provide with respect to any site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of any site for a BWW-GO Restaurant or any other purpose. Our recommendation or acceptance of a site indicates only that we believe that the site meets or has the potential to meet, or that we have waived, the general criteria of site acceptability that we have established as of that time. Applying criteria that have appeared effective for other sites might not accurately reflect the potential for all sites, and, after we recommend or accept a site, demographic and/or other factors included in or excluded from our site criteria could change, thereby altering a site's potential. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site fails to meet our or your expectations.

2. Financial Qualifications and Good Standing. We need not issue a Franchise Agreement if you (or your proposed Developer Subsidiary) do not then meet our then current financial and operational standards and qualifications for new BWW-GO Restaurant operators. We also need not issue a Franchise Agreement pursuant to this Agreement if you or any of your affiliates are in default under this Agreement, any Franchise Agreement entered into pursuant to this Agreement, or any other agreement between you or any of your affiliates and us or any of our affiliates relating to a BWW-GO Restaurant, or have not satisfied on a timely basis all monetary and other material obligations under the Franchise Agreements for all existing Restaurants.

3. Execution of Franchise Agreement. If you have complied with the requirements of this Agreement and our then current development policies, and we have accepted your proposed site for the Restaurant and your (or your Developer Subsidiary's) financial and operational qualifications, then we will issue a Franchise Agreement for that Restaurant at that site. You (or a Developer Subsidiary) and we must enter into our then current form of Franchise Agreement for the proposed Restaurant. You understand that we may modify the then current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations and a modification of your rights in any designated area, subject to Section 3.B and Appendix B. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Restaurant must be in accordance with the terms of the applicable Franchise Agreement.

C. Independent Investigation. You acknowledge that you have conducted an independent investigation of the prospects for the establishment of Restaurants within the Development Territory, and recognize that the business venture contemplated by this Agreement involves business and economic risks and that your financial and business success will be primarily dependent upon the personal efforts of you and your management and employees.

D. Future Investment. You acknowledge that this Agreement requires you to open Restaurants in the future pursuant to the Development Schedule. You further acknowledge that any estimated expenses and investment requirements that we have provided are subject to increase over time, and that future Restaurants likely will involve greater initial investment and operating capital requirements than those that we have provided to you prior to the execution of this

Agreement. You (or a Developer Subsidiary) are obligated to execute all the Franchise Agreements and open all the Restaurants on the dates set forth on the Development Schedule, regardless of: (i) the requirement of a greater investment; (ii) the financial condition or performance of your prior Restaurants; or (iii) any other circumstances, financial or otherwise. The foregoing shall not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Restaurants.

TERM

5. Unless sooner terminated in accordance with Section 9, the term of this Agreement and all rights granted to you under this Agreement will expire without further notice on the date upon which the last Franchise Agreement for your last Restaurant under the Development Schedule is signed or is scheduled to be signed under the Development Schedule (whichever is earlier).

YOUR DUTIES

6. You must perform the following obligations:

A. Franchise Agreements. You must comply (or cause the applicable Developer Subsidiary to comply) with all of the terms and conditions of each Franchise Agreement signed pursuant to this Agreement, including the operating requirements specified in each Franchise Agreement.

B. Confidential Information. You agree that you, your Restricted Persons, each of your employees and agents, and 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 in any other business or in any manner not specifically authorized or approved in advance in writing by us, any Confidential Information. "Confidential Information" means the whole or any portion of (i) any know-how, knowledge, methods, standards, specifications, processes, procedures and/or improvements regarding the development or operation of a BWG-GO Restaurant that is valuable and secret in the sense that it is not generally known to our competitors, including information relating to site selection and delivery; (ii) any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Restaurant, including the proprietary ingredients, sauces and mixes, secret formulas and recipes, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data; (iii) the names, contact information, ordering history and other personal information (excluding credit card data and other account data that you collect through the Restaurant's POS system) of or relating to any Restaurant's customers or prospective customers (collectively, "Customer Data"); and (iv) any other information that we reasonably designate from time to time as confidential or proprietary. Confidential Information may not be used for any purpose other than operating the business under this Agreement. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons associated with you who have access to any Confidential Information. You must provide executed copies of these agreements to us upon our request.

C. Compliance with Law. You must at all times maintain your business premises and conduct your business operations in compliance with all applicable laws, regulations, codes and ordinances.

D. Training. You must, at your expense, comply with all of the training requirements we prescribe with respect to the development and operation of the Restaurants to be developed under this Agreement. Our training requirements may vary depending on the number of Restaurants that you (and your Developer Subsidiaries) are operating or required to develop under this Agreement, and may require your (or your Developer Subsidiaries') personnel to provide training to your (and their) other personnel at the Restaurants. Each person whom we require to attend training must complete that training to our satisfaction.

TRANSFER

7. The following provisions govern any transfer:

A. Transfers Defined. We have entered into this Agreement with specific reliance upon your (and your Owners') financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory development of Restaurants. Consequently, neither your interest in (i) this Agreement or any Franchise Agreement signed pursuant to this Agreement, (ii) your business under this Agreement or any Restaurant, (iii) any of your assets, including any ownership or other equity interests in any Developer Subsidiary, nor (iv) any direct or indirect ownership or other equity interests in you or any Developer Subsidiary, 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 complied with all applicable provisions of this Section 7. Any transfer without our consent is a breach of this Agreement and has no effect. In this Agreement, "transfer" (whether or not capitalized) includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) or any Developer Subsidiary, directly or indirectly:

1. transfer of record or beneficial ownership of any ownership or other equity interest or the right to receive all or a portion of your or any Developer Subsidiary's profits or losses or any capital appreciation relating to you, any Developer Subsidiary or any Restaurant (whether directly or indirectly);
2. a merger, consolidation or exchange of ownership or other equity interests, or issuance of additional ownership or other equity interests or securities representing or potentially representing ownership or other equity interests, or a redemption of ownership or other equity interests;
3. any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your, any Developer Subsidiary's or any Restaurant's operations or affairs;
4. transfer of a direct or indirect ownership or other interest in you, any Developer Subsidiary, this Agreement, any Restaurant or any of your or a Restaurant's assets in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;
5. if you or one of your Owners dies, transfer of a direct or indirect ownership or other interest in you, any Developer Subsidiary, this Agreement, any Restaurant or any of your or a Restaurant's assets by will, declaration of or transfer in trust, or under the laws of intestate succession; or

6. the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any ownership or other interest in you, any Developer Subsidiary, this Agreement, any Restaurant or any of your or a Restaurant's assets; foreclosure upon or attachment or seizure of any Restaurant or any of its assets; or your transfer, surrender or loss of the possession, control or management of all or any material portion of any Restaurant (or its operation) or you or any Developer Subsidiary.

In this Agreement, "Control Transfer" means any transfer of (a) this Agreement or any Franchise Agreement signed pursuant to this Agreement, or any interest in or rights or obligations under this Agreement or any Franchise Agreement, (b) any of your assets, including any ownership or other equity interests in any Developer Subsidiary or any operating assets of any Restaurant; or (c) any transfer or other transaction, or a series of transfers or other transactions (regardless of the period of time over which they take place), which results in the transfer or creation of a Controlling Ownership Interest in you, whether directly or indirectly. "Controlling Ownership Interest" means either (x) fifty percent (50%) or more of the direct or indirect ownership or other equity interests in you, or (y) any ownership or other equity interest or other direct or indirect right or interest in you that provides the right, power or authority, whether alone or together with others, to direct and control your management and policies. "Non-Control Transfer" means the transfer or creation of any direct or indirect ownership or other equity interest in you that is not a Control Transfer.

B. Conditions for Consent to Non-Control Transfer. We will not unreasonably withhold our consent to a Non-Control Transfer (subject to Section 7.D) if:

1. you provide us written notice of the proposed transfer and all information we reasonably request concerning the proposed assignee, its direct and indirect owners (if the proposed assignee is an entity) and the transfer at least thirty (30) days before its effective date;
2. you and all Developer Subsidiaries comply with all provisions of all Franchise Agreements signed pursuant to this Agreement with respect to the Non-Control Transfer;
3. the proposed assignee and its direct and indirect owners (if the proposed assignee is an entity) meet our then applicable standards for non-controlling owners of BWG-GO Restaurant developers;
4. you and your Owners sign the form of agreement and related documents that we then specify to reflect your new ownership structure and a general release of all claims arising out of or relating to this Agreement, any Restaurant or the parties' business relationship, in the form we designate, releasing us and our affiliates; and
5. you pay us a transfer fee of One Thousand Dollars (\$1,000) to partially cover some of our costs and expenses incurred in evaluating the transferee and the transfer (in addition to any other transfer or other fees payable under any Franchise Agreement or other agreement with us or our affiliate).

C. Conditions for Consent to Control Transfer. In order to request our consent to a Control Transfer, in addition to complying with Section 7.D, you must submit to us our form of application for consent to transfer and all other information and documents we require under our then current transfer procedures. We will not unreasonably withhold our consent to a Control Transfer (subject to Section 7.D) if:

1. you provide us written notice of the proposed transfer and all information we reasonably request concerning the proposed assignee, its direct and indirect owners (if the proposed assignee is an entity) and the transfer at least sixty (60) days before its effective date;
2. you and all Developer Subsidiaries comply with all provisions of all Franchise Agreements signed pursuant to this Agreement with respect to the Control Transfer;
3. the proposed assignee and its direct and indirect owners (if the proposed assignee is an entity) meet our then applicable standards for new BWW-GO Restaurant developers, including (if applicable) by having the financial and operational qualifications to develop and operate all of the Market BWW-GO Restaurants (defined in Section 7.D);
4. the assignee (if the transfer is of this Agreement) or you (if the transfer is of a direct or indirect ownership or other equity interest in you) agree be bound by all terms and conditions of this Agreement for the remainder of the term;
5. you and your owners sign a general release of all claims arising out of or relating to this Agreement, any Restaurant or the parties' business relationship, in the form we designate, releasing us and our affiliates; and
6. you pay us a transfer fee of Two Thousand Five Hundred Dollars (\$2,500) to partially cover some of our costs and expenses incurred in evaluating the transferee and the transfer (in addition to any other transfer or other fees payable under any Franchise Agreement or other agreement with us or our affiliate).

D. Transfer of All Market BWW-GO Restaurants. You acknowledge our current requirement that developers of multiple BWW-GO Restaurants must themselves (directly or through Developer Subsidiaries) continue to own and operate all of the BWW-GO Restaurants located and/or to be developed in their development territory (collectively, the "Market BWW-GO Restaurants") throughout the entire terms of their area development agreements and franchise agreements. We believe this requirement is important in order to (among other reasons) establish continuity and cooperation among the Market BWW-GO Restaurants and protect the BWW-GO® brand. Therefore upon any proposed Non-Control Transfer or Control Transfer involving this Agreement or any Restaurant developed pursuant to this Agreement, in addition to the conditions listed in Sections 7.B and 7.C, we may condition our consent to that Non-Control Transfer or Control Transfer on the simultaneous transfer to the applicable assignee of other rights, interests, obligations, assets, and/or ownership or other equity interests such that, following such transfer, the assignee has the right to develop, own and operate (directly or through its Developer Subsidiaries) all of the Market BWW-GO Restaurants.

E. Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you (or any of your Owners or affiliates) without restriction. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to our interest in it.

DISPUTE RESOLUTION

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

A. Governing Law. This Agreement, the development rights, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee or developer will not apply unless its jurisdictional requirements are met independently without reference to this Section 8.A.

B. Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates only in the federal or state court of general jurisdiction located closest to our then current principal office. We may file suit in the federal or state court of general jurisdiction located closest to our then current principal office or in the jurisdiction where you reside or do business or where the claim arose. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

C. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement or the business you operate under this Agreement, or our relationship with you, will be entitled to recover its reasonable attorneys' fees and costs.

D. Limitation of Claims. You and your Owners may not assert any claim or cause of action against us or our affiliates relating to this Agreement or the business you operate under this Agreement, or our relationship with you, unless the claim or cause of action is commenced within one (1) year following the first act or omission giving rise to the claim or cause of action.

E. Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 11.A, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

DEFAULT AND TERMINATION

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

A. Termination With No Opportunity to Cure. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, and without providing you any opportunity to cure the default, if:

1. you fail to meet any of the obligations set forth in the Development Schedule;
2. you or any of your Owners makes any material misrepresentation or omission in your franchise application or in operating the business under this Agreement;
3. there is any unauthorized use or disclosure of any Confidential Information in breach of this Agreement;
4. you or any of your Owners is convicted by a trial court of, or pleads no contest to, a felony, regardless of the nature of the charges;
5. you or any of your Owners breaches any provision of this Agreement that results in any material impairment of the goodwill associated with any of the Trademarks, or takes any action that in any way infringes upon, harms or contests our or our parent company's rights in any of the Trademarks or the goodwill associated with the Trademarks;
6. you or any of your Owners engages in any dishonest, unethical or illegal conduct which, in our opinion, adversely affects the reputation of your business or any Restaurant, the reputation of other BWW-GO Restaurants or the goodwill associated with any of the Trademarks;
7. there is any unauthorized transfer or assignment in violation of Section 7;
8. any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement or other agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a BWW-GO Restaurant, is terminated before its term expires, regardless of the reason; or
9. you or any Owner makes an assignment for the benefit of creditors or admits in writing your or its insolvency or inability to pay your or its debts generally as they become due; you or any Owner consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of your or its property; any Restaurant or any of its assets is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee or liquidator of you, any Owner or any Restaurant is not vacated within thirty (30) days following the order's entry.

B. Termination With Opportunity to Cure. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, if you fail to comply with any other provision of this Agreement or any mandatory standard, specification or operating procedure relating to the business you conduct under this Agreement and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

POST-TERM OBLIGATIONS

10. Upon the expiration or termination of this Agreement, all rights granted to you under this Agreement will automatically terminate. You will not be entitled to any refund of any fees. You will have no right to develop or operate any Restaurant for which we and you have not already signed a Franchise Agreement.

GENERAL PROVISIONS

11. The parties agree to the following provisions:

A. Indemnification. You agree to protect indemnify, defend, reimburse, and hold harmless us, our affiliates, and our and their respective owners, officers, directors, employees, agents, representatives, successors and assigns from and against any and all claims, demands, damages, expenses and liabilities of any nature whatsoever (including attorneys' fees) arising in any manner, directly or indirectly, out of or in connection with or incidental to the development, use or operation of any of your of the Developer Subsidiaries' Restaurants, the business you conduct under this Agreement, or your breach of or 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 attorneys' fees immediately upon our request as they are incurred. At our option, we may (at your expense) defend and control the defense of any claim or proceeding that is subject to this Section 11.A.

B. 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.

C. 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 standards and as otherwise provided herein, this Agreement may not be waived, altered, amended 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 operate under this Agreement. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business. There are no representations or warranties of any kind, express or implied, except as contained in this Agreement. However, nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.

D. 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., Three Glenlake Parkway NE, Atlanta, Georgia 30328; or
2. If intended for you, addressed to you at the address listed on the cover page to this Agreement or at any Restaurant;

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 Section 11.D.

E. Authority. Any modification, consent, approval, authorization or waiver granted hereunder will be valid only if in writing and, on behalf of us, executed by our President or one of our authorized Vice Presidents.

F. References. If the developer is two or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement include all of the individuals. References to Sections and Appendices shall mean the applicable Section of or Appendix to this Agreement. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement. The words “include,” “including,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

G. Successors/Assigns. Subject to the terms of Section 7 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. 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 any express limitations set forth in this Agreement. Our rights under this Agreement are cumulative, and our exercise or enforcement of any right or remedy under this Agreement will not preclude our exercise or enforcement of any other right or remedy under this Agreement which we are entitled by law to enforce.

2. 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 or BWG-RO Restaurants 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 or BWG-RO Restaurants include 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 or BWG-RO Restaurants.

I. 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 nor represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

J. Force Majeure. 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. Any delay resulting from these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payment of amounts owed at the time of the occurrence or amounts due thereafter.

K. 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 BWW-GO Restaurants 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, franchisee’s business or the System. We are not required to grant to you a similar or other variation as a result of any variation granted to any other BWW-GO Restaurant.

L. No Liability for Our Related Parties. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (i) any of our obligations or liabilities relating to or arising from this Agreement; (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (iii) any claim against us based on any of our alleged unlawful acts or omissions.

M. Representations and Warranties. To induce us to sign this Agreement and grant you the rights under this Agreement, you represent, warrant and acknowledge that:

1. neither you nor any of your Owners, nor any of your or their property or interests, is subject to being blocked under, and you and your Owners are otherwise in full compliance with, all laws, ordinances and regulations, including Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war;

2. you have independently investigated and evaluated the opportunity of investing in the restaurant industry generally and specifically the BWW-GO Restaurant franchise opportunity, including the current and potential market conditions and competitive factors and risks, and recognize that, like any other business, the nature of a BWW-GO Restaurant’s business will evolve and change over time;

3. the Buffalo Wild Wings GO® brand and concept were launched in May 2020, there are few BWW-GO Restaurants operating as of the Effective Date, and there is no guarantee or assurance that the Buffalo Wild Wings GO® brand and concept will be successful in the marketplace or that we will not make significant modifications to the System, brand and concept as they are further developed; and

4. you, or your parent or one of your affiliates, is an entity that has been in business for at least five (5) years and has a net worth of at least \$6,165,500.

N. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Area Development Agreement on the dates written below.

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.,** an Ohio
corporation

By: _____
Name: _____
Title: _____

Date: _____

YOU:

By: _____
Name: _____
Title: _____

Date: _____

Appendix A to the Area Development Agreement

Ownership and Management Appendix

1. Ownership. You represent and warrant to us that the following person(s) and entities, and only the following person(s) and entities, have ownership or other equity interests in the developer entity (whether directly or indirectly) as of the effective date of this Appendix:

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Date. This Appendix is effective as of _____, 202__.

Our Initials

Your Initials

Appendix B to the Area Development Agreement

Development Schedule and Development Fee

1. Development Schedule. You acknowledge and agree that compliance with this Development Schedule is a material provision of the Area Development Agreement:

Restaurant Number	Date by Which Site Package Must be Submitted	Date by Which Franchise Agreement Must be Signed	Date by Which Restaurant Must be Opened and Operating	Cumulative Number of Restaurants Required to be Open and Continuously Operating in the Development Territory as of the Date in Preceding Column
1		Date of this Agreement		1
2				2

For purposes of determining compliance with the above Development Schedule: (1) only the Restaurants actually open and continuously operating for business in the Development Territory in compliance with the applicable Franchise Agreement as of a given date will be counted toward the Development Schedule, and (2) only the new Restaurants you develop, open, and continuously operate in the Development Territory will count towards the number of cumulative number of Restaurants required to be open and continuously operating in the Development Territory. Any Restaurants that you or your affiliates acquire from us or another Buffalo Wild Wings-GO® franchisee will not be counted towards the cumulative number of Restaurants required to be open and continuously operating in the Development Territory under the Development Schedule above.

2. Development Fee. The Development Fee payable under the Area Development Agreement is \$_____, which is \$_____ times the number of Restaurants that you are required to develop in the Development Territory under the Development Schedule.

3. Term of each Franchise Agreement. Each Franchise Agreement signed pursuant to this Area Development Agreement will have a term of (select one):

_____ Ten (10) years after the Restaurant opens for business

_____ Twenty (20) years after the Restaurant opens for business

Our Initials

Your Initials

Appendix C to the Area Development Agreement

Development Territory

Our Initials

Your Initials

EXHIBIT D-1

INCENTIVE AMENDMENT TO THE AREA DEVELOPMENT AGREEMENT

**20242025 INCENTIVES AMENDMENT
TO THE BUFFALO WILD WINGS GO®
AREA DEVELOPMENT AGREEMENT**

This Incentives Amendment to the Area Development Agreement (the “Amendment”) is made and entered into on _____ (the “Effective Date”), by and between BUFFALO WILD WINGS INTERNATIONAL, INC. (“we,” “us,” or “our”) and _____ (“you” or “your”).

BACKGROUND

A. [Note: Only include this recital if the parties are signing a **new** Area Development Agreement to receive the incentives] Simultaneously with signing this Amendment, we and you are signing an Area Development Agreement dated as of the date hereof (the “Development Agreement”) granting you the right to develop five or more BWW-GO Restaurants in the Development Territory (the “New Commitments” or “Incentive Commitments”). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

B. [Note: Only include this recital if the parties are **amending an existing** Area Development Agreement ~~to receive the incentives~~ and the amended Area Development Agreement has at least 5 outstanding commitments] Simultaneously with signing this Amendment, we and you are amending that certain Area Development Agreement dated _____ (as amended, the “Development Agreement”) granting you the right to develop ~~five~~ one (1) or more new, additional BWW-GO Restaurants in the Development Territory (the “New Commitments”). You understand that the terms of this Amendment will apply to all New Commitments and any Restaurant(s) you agreed to develop before entering into this Amendment but have not opened as of the date you sign this Amendment (collectively, the “Incentive Commitments”). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

C. Before developing and operating each Incentive Commitment that you agree to open under the Development Agreement, you must sign the then-current form of Franchise Agreement (each a “Franchise Agreement” and, collectively, the “Franchise Agreements”).

D. ~~C.~~ We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under each Franchise Agreement you signed in connection with the Development Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

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

1. **Application of Amendment.** We and you are signing this Amendment because we and you are signing or amending the Development Agreement on or before March 31, ~~2025~~ 2026 and the Incentive Commitments you ~~agreed to~~ develop under the Development Agreement may be eligible for one or more incentive programs described in this Amendment. Therefore, notwithstanding any terms in the Development Agreement to the contrary, if you meet the applicable incentive program conditions, then we agree that the Franchise Agreement(s) that we and you sign for certain Restaurant(s) developed under the

Development Agreement will reflect the terms of the applicable incentive programs described in this Amendment.

2. **New Restaurant Opening Incentive Program.** *[Note: Only include if the Developer qualifies for the NRO.]* Because we and you are signing this Amendment before March 31, ~~2025~~2026 to develop five or more New Commitments, or because you are amending the Development Agreement and adding one or more New Commitments and you are obligated to develop at least five (5) Incentive Commitments under the amended Development Schedule, each Incentive Commitment you ~~agree to~~ develop under the Development Schedule will receive the benefits of our “New Restaurant Opening” or “NRO” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with Development Agreement and the applicable Franchise Agreement on or before the deadline identified in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement. If you fail to satisfy the conditions in (a) through (d) above, the New Restaurant Opening incentive program will not apply to the Restaurant(s). If you satisfy the conditions in (a) through (d) above, then under the applicable Franchise Agreement:

a. We will credit an amount equal to the initial franchise fee you paid plus the portion of the development fee that we credit towards that initial franchise fee, up to \$30,000, towards the Royalty Fees owed under that Franchise Agreement.

b. The Royalty Fee will be amended as set forth below:

Months After Opening	Effective Royalty Fee
Opening through Year 1	1%
Year 2	3%
Year 3	5%
Year 4 through remainder of the term	6%

3. **Early Opening Incentive.** If you meet the requirements of the New Restaurant Opening incentive program set forth above, then for each Franchise Agreement that is executed for an Incentive Commitment in compliance with the Development Agreement, and you open and begin operating the Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement before the Applicable Opening Deadline, then the Royalty Fee will be zero percent (0%) from the date you open the Restaurant until the Applicable Opening Deadline (not to exceed twelve (12) months), and then the applicable royalty rate shall apply. If you open the Restaurant on or after the Applicable Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

4. **VetFran Program.** *[Note: Only include if the Developer or its owner(s) qualify for the VetFran Program.]* Because we and you are signing this Amendment before March 31, ~~2025~~2026 and you are a veteran or returning service member, who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us, and who qualifies and signs the Development Agreement to develop two or more New Commitments, each Incentive Commitment you develop under the Development Schedule will receive the benefits of our “VetFran Program” incentive if (a) when you open the Restaurant, you and your affiliates are in substantial compliance with the Development Agreement

and each other agreement between us and you or your affiliates, (b) you open and begin operating that Restaurant in compliance with the applicable Franchise Agreement on or before the ~~Applicable Opening Deadline~~deadline identified in the Development Schedule, (b) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement. If you satisfy the conditions in (a) through (d) above, we will credit an amount equal to \$10,000 towards the Royalty Fees owed under each Franchise Agreement signed in connection with the Development Agreement, up to \$100,000 in total. If you fail to satisfy any of the conditions listed in (a) through (d) above, the VetFran Program will not apply to the Restaurant(s).

5. **Miscellaneous.** The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Development Agreement. If there is an inconsistency between this Amendment and the Development Agreement, the terms of this Amendment shall control. This Amendment, together with the Development Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Development Agreement will remain in full force and effect as originally written and signed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment the Effective Date.

YOU:

By:_____

Name:_____

Title:_____

US:

BUFFALO WILD WINGS
INTERNATIONAL, INC.

By:_____

Name:_____

Title:_____

EXHIBIT E

**LIST OF BWW-GO RESTAURANTS
AS OF DECEMBER ~~31~~29, ~~2023~~2024**



List of Franchisees**

List of Franchisees

As of December 31, 2023

State	City	Address	Zip	Phone #	Franchisee Entity
AL	Northport	3250 McFarland Blvd	35476	205-331-4099	Barbour, Robert Sterling SOUTHERN WINGS GO TWO, LLC
AL	Vestavia Hills	640 Montgomery Highway	35216	205-407-4089	Barbour, Robert Sterling Southern Wings Holdings Two, LLC
CA	Fresno	682 East Nees Ave	93720	559-218-5838	King of Wings Inc
CA	Garden Grove	12879 Harbor Blvd	92840	714-475-0929	SC Wings Garden Grove, LLC
CA	Granada Hills	18080 Chatsworth St	91344	818-363-1179	Denise Lee
CA	Sacramento	1420 65th St Ste. 107	95819	916-656-0966	Sagan Development, LLC
CA	Spring Valley	513 Sweetwater Rd	91977	858-358-3982	Brothers Hospitality Group
CO	Fountain	6877 Mesa Ridge Parkway	80817	719-653-1447	AESIR Group International, Inc.
FL	Bradenton	5423 14th Street W	34207	941-289-2894	Gloe, Tim Winning Wings LLC
FL	Dunedin	1785 Main St	34698	727-914-2125	Rassasy Group DUNEDIN GO, LLC
FL	Pompano Beach Melbourne	1115 S. Federal Highway 1270 N Wickham Rd	330623 2935	754-778-7999 321-325-6454	Fellows, George Divine Wing Holdings, LLC
FL	Ormond Beach	1425 W Granada Blvd Ste. 9	32174	754-547-6434	Chehar Florida Wings Group LLC
FL	Port Charlotte	19011 Murdock Circle	33948	941-295-9464	Winning Wings LLC
FL	Rockledge	1960 Rockledge Blvd	32955	321-282-6232	Wings of Rockledge, LLC
FL	Sarasota	1635 South Tamiami Trail	34239	941-362-3021	Gloe, Tim Winning Wings LLC
GA	Doraville	5267-3 Buford Hwy NE	30340	470-977-2337	Kuzminsky, Michael SOUTHERN HOSPITALITY WINGS, LLC
GA	Hampton	11244 Tara Blvd	30228	678-446-3223	Kuzminsky, Michael SOUTHERN HOSPITALITY WINGS, LLC
GA	Lawrenceville	911 Duluth Hwy	30043	678-373-4441	Kuzminsky, Michael SOUTHERN HOSPITALITY WINGS, LLC
GA	Loganville	4325 Atlanta Highway	30052	678-277-0078	Kuzminsky, Michael SOUTHERN HOSPITALITY WINGS, LLC

List of Franchisees**

List of Franchisees

As of December 31, 2023

State	City	Address	Zip	Phone #	Franchisee Entity
GA	Tucker	4650 High Howell Rd	30075	866-704-0777	Kuzminsky, Michael SOUTHERN HOSPITALITY WINGS, LLC
IL	Buffalo Grove	700 E. Lake Cook Rd	60089	847-947-2673	WINGSPIRE BUFFALO GROVE, LLC
IL	Crestwood	13426 S. Cicero Avenue	60445	708-575-7232	Patel, Kajal Chicago Wings Crestwood Inc.
IL	Downers Grove	945 Ogden Avenue	60515	331-775-2023	WINGSPIRE DOWNERS GROVE LLC
IL	Huntley	9800 RTG 47 Unit D	60142	847-830-0056	Huntley Wings LLC
IL	Merrionette Park	3271 W 115th Street	60655	708-773-0067	Patel, Kajal Chicago Wings, Inc.
IL	St. Charles	3837 E Main St	60174	630-756-5370	Chicagoland Wings LLC
IN	Newburgh	3955 Orchard Lane, Suite B	47630	812-758-4343	Mighty Wings 1, Inc
KS	Ft Riley	6914 Warren Road	66442	785-312-8111	AESIR Group International, Inc.
MA	East Boston	1 Harborside Drive Terminal A	02128	bosgo@phase nexthospitality. com	PHASENEXT HOSPITALITY, LLC
MD	Baltimore	1525 Russell Street	21230	240-898-2892	Horseshoe GO, LLC
MD	Nottingham	7694 Belair Road	21236	410-933-3311	Belair GO LLC
MD	Windsor Mills	2835 Rolling Rd	21244	443-836-5119	SK INTERNATIONAL INC.
ME	Augusta	34 Western Avenue	04330	909-456-6885	Maine Wings TOGO II LLC
ME	South Portland	180 Waterman Drive	04106	207-910-6677	MAINE WINGS TOGO, LLC
MI	Saginaw	4880 State St.	48603	saginawgo.mi. bww@jktwings .com	Ward, Kent Saginaw Go OpCo, LLC
MI	Taylor	9895 Telegraph Road	48180	313-816-5431	Ward, Kent Taylor MI OpCo, LLC
MO	Maryville	1100 Northwest Drive	64468	Jessica.Endico tt@sodexo.co m	Sodexo Operations LLC
NC	Greensboro	507 Stirling St	27412	336-334-5976	Compass Group USA, Inc.
NC	Raleigh	6169 Falls of Neuse Rd	27609	984-238-0024	Patel, Pathik D. VAAP QSR LLC
NE	Hastings	927 W. 14th St	68901	402-817-3200	Vinayak, LLC
NE	Omaha	3116 S 24th St	68108	531-999-8462	DRMGO LLC
NE	Scottsbluff	3321 Avenue I, Ste 2	69361	308-377-4943	REVA INC
NJ	Barnegat	770 Lighthouse Drive	08005	856-203-6162	BARNEGAT WINGS LLC
NJ	Fair Lawn	2108 Maple Avenue	07410	201-583-7470	FAIRLAWN WINGS LLC
NJ	Jersey City	2825 John F Kennedy Blvd	07306	551-261-4848	FJF BDUBS TWO LLC
NJ	Kearny	190 Passaic Ave	07032	551-529-5156	FJF BDUBS ONE LLC
NJ	Manahawkin	650 Rte. 72 West	08050	856-886-4976	MANAHAWKIN WINGS LLC

List of Franchisees**

List of Franchisees

As of December 31, 2023

State	City	Address	Zip	Phone #	Franchisee Entity
NJ	Saddlebrook	487 Market Street	07663	201-743-5223	Saddle Brook Wings LLC
NJ	Voorhees	1120 White Horse Rd	08043	856-567-4988	MUNSON WINGS OF VOORHEES LLC
NJ	Wanaque	1355 Ringwood Avenue	07420	973-494-8694	Wanaque Wings LLC
NJ	West Berlin	299 Route 73 West	08091	856-594-1007	Munson of West Berlin Wings GO LLC
NY	Albany	33 New Scotland Avenue	12208	518-992-4912	Westside Wings New Scotland LLC
NY	Bronx	2059 Bartow Avenue	10475	718-285-6496	Legacy Wings LLC
NY	Brooklyn	1623 Flatbush Avenue	11210	(929) 610-6775	207 RAM HANUMAN LLC
NY	Cicero	8063 Brewerton Road	13039	(315) 362-5857	Woodcliff Wings, Inc.
NY	Evans Mills	26000 US-11	13637	(559) 218-5838	Drum Wings, Inc
NY	Flushing	79-23 Main Street	11367	(718) 475-6548	Kwality Wings, Inc.
NY	New York	225 1st Avenue	11697	646-837-5747 (646) 837-5747	Litman, Jack MUNSON OF 225 FIRST AVE WINGS GO LLC
NY	New York	455 Park Avenue South	10016	646-751-0996 (646) 751-0996	Litman, Jack MUNSON OF 31ST STREET WINGS GO, LLC
NY	New York City	1258 Lexington Avenue	10028	bwwgolexington@munsonrestaurants.com	MUNSON OF 1258 LEXINGTON AVE WINGS GO LLC
NY	Queens	271-20 Union Turnpike	11040	(781) 289-4804	NHP Wings LLC
NY	Queens	179-19 Hillside Avenue	11432	(718) 303-2501	Wingtopia LLC
NY	Queens	2907 Broadway	11106	(332) 330-6352	Sunandan Mitra
NY	Schenectady	2330 Watt Street	12304	518-831-5441 (518) 831-5441	Westside Wings WESTSIDE WINGS CROSSTOWN LLC
NY	Shirley	999 Montauk Highway	11967	(631) 983-6245	AJ New York Management, LLC
NY	Troy	120 Hoosick Street	12180	518-629-5039 (518) 629-5039	Westside Wings WESTSIDE WINGS TROY LLC
OH	Akron	349 South Main Street	44311	234-542-8888 (234) 542-8888	Grube, Steven R. AKRON GO, LLC
OH	Akron	1 North Hawkins Avenue	44313	234-901-6151 (234) 901-6151	Grube Go, Steven R. LLC
OH	Mayfield Heights	6059 Mayfield Rd	44124	(216) 367-6999	Grube Go, LLC
OH	Parma	7402 Broadview Road	44134	216-333-1919 (216) 333-1919	Grube Go, Steven R. LLC

List of Franchisees**

List of Franchisees

As of December 31, 2023

State	City	Address	Zip	Phone #	Franchisee Entity
PA	Philadelphia	6410 Frankford Avenue	19135	(267) 277-9692	Munson of Mayfair Wings Go LLC
TX	Brownsville	2715 Boca Chica Blvd	78521	(956) 452-1676	Valley Wings LLC
TX	Corpus Christi	5638 Saratoga Blvd Suite #106	78414	(361) 808-4485	AKP786 Management LLC
TX	Dallas	5406 Harry Hines Blvd	75235	214-432-3974 (214) 432-3974	Quality Brand Group Wild Wings LLC
TX	Edinburg	1708 West University Drive	78539	(956) 368-7797	Valley Wings LLC
TX	EL PASO	2500 N. MESA STREET EL PASO TEXAS 79902	79902	(915) 350-3999	MRG Venture 81 LLC
TX	Houston	10255 North Freeway	77037	346-440-9271 (346) 440-9271	Olexa, Erwin Christopher (Chris) Aspire 2B Hospitality-Gos, LLC
TX	Hurst	1318 West Pipeline Road	76053	(817) 778-4212	Quality Brand Group Wild Wings LLC
TX	Magnolia	6209 FM 1488	77354	409-924-9020 (409) 924-9020	Olexa, Erwin Christopher (Chris) Aspire 2B Hospitality-Gos, LLC
TX	Richardson	230 W Campbell Road	75080	214-764-3771 (214) 764-3771	Quality Brand Group Wild Wings LLC
TX	Rowlett	3109 Lakeview Parkway	75088	214-764-1787 (214) 764-1787	Quality Brand Group Wild Wings LLC
TX	San Juan	105 Cesar Javez Road	78589	956-476-5616 (956) 476-5616	Sandhu, Jasmine Valley Wings LLC
VA	Sterling	46950 Community Plaza	20164	(703) 652-9499	NNP BGO Community Plaza LLC
WA	Kent	25246 Pacific Hwy S	98032	(253) 872-6064	Wings Boss LLC
WA	Lakewood	10009 10011 Bridgeport Way Ste. 1100	98499	253-528-5273 (253) 528-5273	DATTA/CHOPRA WINGS BOSS LLC
WA	Olympia	4131 Martin Way E. Ste 102	98516	(564) 219-4494	WINGS BOSS LLC
WA	Tacoma	212 Garfield Street S	98444	(253) 534-9291	WINGS BOSS LLC
WI	Glendale	6969 North Port Washington Road	53217	(414) 340-6484	KB GO 2 Inc.
WI	Waukesha	2720 N Grandview Blvd #130	53188	(414) 340-6363	KB GO 1 Inc.
WI	Wauwatosa	6650 W State St Ste E.	53213	(414) 497-6668	KB GO 3 Inc.



**As of the date of this disclosure document, all franchisees have development rights.

Franchise Agreements Signed But Outlet Not Opened					
As of December 31, 2023					
As of December 29, 2024					
State	City	Address	Zip	Phone #	Franchisee Entity
CA	Fresno Santa Clara	682 East Nees Ave 2364 El Camino Real	937209 5050	(559) 790-5682 (510) 790-5682	Lal Kang, Manohar Anoop
CA	Garden Grove	12879 Harbor Blvd	92840	757-496-3200	Dragas, Matt
CA	Sacramento	1420 65th St	95819	(209) 684-6832	Dhanda, Randeep
CA	Spring Valley San Diego	515 Sweetwater Rd 4437 Genesee Avenue, Suite A-1	919779 2117	(619) 733-6522	Kasawdish, Franci
CA	Rialto	140 W Valley Blvd	92376	(419) 783-8896	Grube, Steven R.
CA	TBD Redding	TBD 1315 Churn Creek Rd	TBD 96003	(530) 917-3657	Singh, Manvir
CA	TBD	TBD	TBD	(510) 304-9056	Chadha, Swaran
CA	TBD	TBD	TBD		Gill, Kamaljit
CA	Van Nuys	14523 A TBD	91405	(747) 900-6175	Lee, Denise
CA	San Francisco Ceres	Site TBD 2914 E. Whitmore Ave	945389 5307	(559) 393-9361	Kang Gill, Anoop Kamaljit
GO FL	Fountain Tampa	TBD 13149 W Fletcher Ave	808173 3618	(719) 237-2279 (617) 237-2279	Hart, George Rassasy Group
FL	Jacksonville	TBD 660 Commerce Center Dr	TBD 32225	ndesai56@gmail.com	Desai, Nick
FL	Melbourne Jacksonville	1270 N Wickham Rd 10950 San Jose Blvd Suite #12	329353 2223	(561) 281-7624 ndesai56@gmail.com	Patel Desai, Amish Nick
FL	Orlando St. Cloud	TBD 4409 13th Street	TBD 34769	greg.oneill@purplerockllc.com	Patel, Sandip O'Neill, Greg (BGO)
FL	Orlando Jacksonville	TBD	TBD 32224	(847) 942-4324 ndesai56@gmail.com	Gillani Desai, Fayyaz Nick
FL	TBD	TBD	TBD		O'Neil, Greg (BGO)
GA	Atlanta Woodstock	TBD 2265 Eagle Drive	TBD 30189	(678) 350-3615	Punja, Soomer
IA	Altoona	3418 8th St SW	50009	(815) 291-8166	King, Tim

Franchise Agreements Signed But Outlet Not Opened					
As of December 31, 2023					
As of December 29, 2024					
State	City	Address	Zip	Phone #	Franchisee-Entity
IL	Chicago	6714 S Stony Island Ave	60637	(708) 491-6481	Patel, Kajal
IL	Buffalo GroveNorthbrook	700 E. Lake Cook Rd 2841 Dundee Road	60089 60062	(847) 942-4324	Gillani, Fayyaz
MA IL	Boston Decatur	1 Harborside Dr 1910 Mount Zion Road Unit F	02128 602521	(972) 217-624-1043 519-2682	Mallet Erickson, RezJoe
IL	Chicago	3415 Irving Park Rd	60618	(708) 491-6481	Patel, Kajal
IL	Belvidere	320 W Chrysler Dr	61008	(708) 299-7929	Patel, Naishil
KY	Henderson	2222 US-41	42420	(856) 667-5172	Patel, Kamlesh
MD	Baltimore	857 E Fort Avenue	21230	(443) 846-4822	Patel, Nilkanth
MD	Baltimore Aberdeen	TBD 1020B Beads Hill RD	TBD 21001	302-290-7518 (302) 290-7518	Pancake, Bobby
MD	Milford Millersville	2835 Rolling 672 Old Mill Rd	21244 21108	(443) 310-0886	Singh, Ranmeet
ME NC	South PortlandCharlotte	180 Waterman Drive TBD	04106 28262	(612) 910-209-3583 452-1529	Cole, Jason M. McCourt, Alexander D. & Paresh Patel
MN	Stillwater	2000 Market Drive	55082	(715) 832-5018	Thielbar, Ray
NC	Greensboro	TBD	TBD 27407	jeet@freshfoods.us	Brahmbhatt, Jeet
NE NJ	Omaha Hillsborough	3116 S 24th St 626 US-206	68108 08844	(402) 973-573-1216 207-0302	DRM Modi, INC.Amul
NE NM	Scottsbluff Albuquerque	TBD 2200 Sunport Blvd	69361 87106	(214) 505-998-1515 238-0130	Patel, Bhavesh M. Fresquez, LeeAnna
NV	Las Vegas	4190 S. Rainbow Blvd Suite 2	89103	adam@caveenterprises.com	Velarde, Adam
NV	Las Vegas	8180 Blue Diamond Rd Suite 110	89178	adam@caveenterprises.com	Velarde, Adam
NV	Las Vegas	4856 S Maryland Parkway	89119	adam@caveenterprises.com	Velarde, Adam
NY	Queens	179-01 Union Turnpike	11366	(347) 414-0084	Ahluwalia Group (Neeraj, Daljeet & Jasjeet)
NY	Queens	22-76 31st Street	11105	(718) 786-1844	Mitra, Sunandan
NJ NY	Voorhees New York	1120 White Horse Rd 60 West 125th Street	08043 10027	(917) 364-3444	Litman, Jack
NJ	Wanaque	1355 Ringwood Avenue	07420	(201) 543-7701	Mulholland, William (Bill)
NY	Bronx	1385 Metropolitan Avenue	10462	(516) 603-7234	Westside Legacy Wings (Westside)

Franchise Agreements Signed But Outlet Not Opened					
As of December 31, 2023					
As of December 29, 2024					
State	City	Address	Zip	Phone #	Franchisee-Entity
NY	Buffalo	TBD 2141 Elmwood Avenue	TBD 14207	(201) 815-9686	Patel, Nishit K.
NY OH	Cicero Cincinnati	8603 Brewerton rd 8526 Winton Rd	13039 45231	(315) 767-5894 shahharshil3@gmail.com	Lofberg, Garth Shah, Harshil
NY	Shirley	999 Montauk Highway	11967	(203) 470-1941	Jain, Sanjay
OH	Mayfield Heights Springdale	6059 Mayfield Rd 11530 Springfield Pike	44124 45246	419-783-8896 shahharshil3@gmail.com	Grube Shah, Steven R. Harshil
TN	Nashville	TBD 2510 Murfreesboro Pike	TBD 37217	(917) 363-2828	Morgan, Thomas
TX	Amarillo Richardson	TBD 800 W Campbell rd	TBD 75080	806-783-8774 richard.rossitch@compass-usa.com	Howard, Kendall COMPASS
TX	Austin Pasadena	TBD	TBD 77502	(281) 888-2439	JHAVER, NOORDIN Mehra, Sanjay
TX	Portland Andrews	TBD 101 W Broadway St	78374 79714	(361) 806-777-6057 783-8774	Punjwani, Tajuddin Howard, Kendall
WI	Waukesha	N Grandview Blvd	53188	(847) 668-6842	Rasha, Kardo
TX	Round Rock	2501 Grattis School Rd Suite B520	78664	601-876-3374	JHAVER, NOORDIN
WA	Lacey	5134 Yelm Highway Southeast Suite 400	98513	(916) 870-3402	DATTA/CHOPRA
WV	Beckley	1970 Robert C Byrd Drive	25801	(304) 904-1095	LITTLE GENERAL STORE, INC.
WV	Fairmont	2395 White Hall Blvd	26554	(304) 904-1095	LITTLE GENERAL STORE, INC.
WV	Inwood	4739 Gerrardstown Rd	25428	(301) 346-6153	Shah, Prakashchandra (PV)

List of Developers		
State(s)	Developer	Phone Number
AL	Barbour, Robert Sterling	(205) 991-1955
CA	Chadha, Swaran	(510) 304-9056
CA	Dhanda, Randeep	(209) 684-6832
CA	Dragas, Matt	(757) 496-3200

List of Developers		
State(s)	Developer	Phone Number
CA	Gill, Kamaljit	
CA AND OH	Grube, Steven R.	(419) 783-8896
CA	Kang, Anoop	
CA	Kasawdish, Franci	(619) 733-6522
CA	Lal, Manohar	(559) 790-5682
CA	Lee, Denise	(747) 900-6175
CA	Singh, Manvir	(530) 917-3657
CO	Hart, George	(719) 237-2279
CO, NE & WY	Patel, Bhavesh M.	(214) 998-1515
DE AND MD	Pancake, Bobby	(302) 290-7518
FL	Cloe, Tim	
FL	Desai, Nick	
FL AND IL	Gillani, Fayyaz	(847) 942-4324
FL	O'Neil, Greg (BGO)	
FL	Patel, Amish	(561) 281-7624
FL	Patel, Sandip	
FL	Rassasy Group	(617) 671-8588
FL AND TN	Fellows, George	(917) 957-6085
GA	Kuzminsky, Michael	(904) 722-1349
GA	Punja, Soomer	(678) 350-3615
IL	Patel, Kajal	(708) 491-6481
IL	Patel, Nilesch	(847) 372-0904
KY	Page, James (Jay)	
MA	Mallet, Roz	(972) 624-1043
MD	Patel, Hiren	(443) 472-6140
MD AND WASHINGTON, DC	Patel, Nilkanth	(443) 846-4822
MD	Singh, Ranmeet	(443) 310-0886
ME	Cole, Jason M.	(612) 209-3583

List of Developers		
State(s)	Developer	Phone Number
MI	Ward, Kent	(586) 781-0591
MN	Thielbar, Ray	(715) 832-5018
NC	Brahmbhatt, Jeet	
NC	Patel, Pathik D.	(609) 576-6826
NE AND WI	DRM, INC.	(402) 573-1216
NY	Abbas, Fawad	
NY	Ahluwalia Group (Neeraj, Daljeet & Jasjeet)	(347) 414-0084
NY	Jain, Sanjay	(203) 470-1941
NY AND PA	Litman, Jack	(917) 364-3444
NY	Lofberg, Garth	(315) 767-5894
NY	Mitra, Sunandan	(718) 786-1844
NY	Mulholland, William (Bill)	(201) 543-7701
NY	Patel, Nishit K.	(201) 815-9686
NY AND PA	Westside Wings	(516) 603-7234
OH	Shah, Harshil	
PA	Patel, Shital	
TN	Frizzell, Ben	(423) 534-9777
TN	Morgan, Thomas	(917) 363-2828
TX	Howard, Kendall	(806) 783-8774
TX	JHAVER, NOORDIN	
TX	Mehra, Sanjay	
TX	Merritt, Kenneth R. (Ken)	
TX	Olexa, Erwin Christopher (Chris)	(409) 866-9897
TX	Punjiwani, Tajuddin	(361) 777-6057
TX	Quality Brand Group	
TX	Sandhu, Jasmine	(281) 433-7196
WA	DATTA/CHOPRA	(916) 870-3402
WASHINGTON, DC	Patel, Hitesh V.	

List of Developers		
State(s)	Developer	Phone Number
WASHINGTON, DC	Patel, Trishna	
WI	Rasha, Kardo	(847) 668-6842

EXHIBIT F

**LIST OF FORMER FRANCHISEES
AS OF DECEMBER ~~31~~29, ~~2023~~2024**

~~NONE.~~



Franchisees Who Had Outlets Cease to Operate Under Their Agreements				
January 1, 2024, to December 29, 2024				
Terminations, Non-Renewals, Cease Operations - Other Reasons, Reacquired by Franchisor				
Count	Franchisee	City	State	Phone
1	Fellows, George	Pompano Beach	FL	917-957-6085

EXHIBIT G
FORM OF RELEASE AGREEMENT

FORM OF RELEASE AGREEMENT
(Subject to Change by Buffalo Wild Wings International, Inc.)

This **RELEASE AGREEMENT** (the “**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by and between Buffalo Wild Wings International, Inc. (“**Franchisor**”), _____ (“**Franchisee**”).

BACKGROUND

A. Franchisor and Franchisee entered into that certain Buffalo Wild Wings-GO® Franchise Agreement dated _____, _____ (“**Franchise Agreement**”) for the development and operation of that certain BWW-GO® restaurant located at _____ (“**Franchised Restaurant**”).

B. [Note: Describe the circumstances relating to the release.]

C. For the reasons described herein, Franchisee now desires to release any and all claims that may exist relating to the Franchise Agreement and Franchisee’s relationship with Franchisor.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. [Note: Describe any term(s) agreed to by the parties]

2. **Release.**

a. Franchisee, on behalf of itself and their predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, trustees, beneficiaries, successors, and assigns (collectively, the “**Franchisee Parties**”), do hereby absolutely and irrevocably release and discharge Franchisor, its predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, successors, and assigns (collectively, the “**Franchisor Parties**”), of and from any and all claims, obligations, debts, proceedings, demands, actions, causes of action, liabilities, costs, expenses, losses and damages, whether known or unknown, vested or contingent, which any of the Franchisee Parties now has, ever had, or, but for this release, hereafter would or could have against any of the Franchisor Parties as of the Effective Date directly or indirectly relating to or arising out of the Franchise Agreement, the Franchised Restaurant, or the relationship between Franchisor or its affiliate, on the one hand, and any of the Franchisee Parties, on the other hand (collectively, the “**Released Claims**”).

b. Franchisee, on behalf of itself and the other Franchisee Parties, represent and warrant to Franchisor that none of them has assigned or otherwise sold, conveyed, transferred, pledged, or granted a security interest in or lien upon any of the Released Claims. Franchisee, on behalf of itself and the other Franchisee Parties, covenant not to sue any of the Franchisor Parties (or any of their respective successors and assigns) on or related to any of the Released Claims.

c. To the extent applicable, the parties acknowledge that they are familiar with the provisions of California Civil Code Section 1542 (which reads “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”) and any other similar applicable law or regulation. The Franchisee Parties, on behalf of ~~itself~~themselves and each of the other Franchisee Releasing Parties, hereby waive and relinquish every right or benefit which ~~any of them has under any federal or state~~they have under Section 1542 of the Civil Code of the State of California and any other similar applicable law or regulation, or any other law, rule or regulation limiting the effectiveness of releases, to the fullest extent that they may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Released Claims, the Franchisee Parties acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this release, but that it is the Franchisee Parties’ intention, fully, finally and forever to settle and release all such Released Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given hereunder shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

3. General Provisions.

a. Construction. The Background is incorporated herein by reference and made a part of this Agreement. If Franchisee is comprised of more than one individual or entity, then all representations, warranties, liabilities and obligations of the relevant party shall be joint and several among the relevant parties. The captions of the sections and paragraphs of this Agreement are intended only as aids in locating provisions hereof, are not a part of the context hereof and shall be ignored in construing this Agreement. Capitalized terms used but not defined herein shall have the meaning given to them under the Franchise Agreement. Wherever the context may require, any pronouns used hereunder shall include the corresponding masculine, feminine or neutral form, and the singular forms of nouns and pronouns shall include the plural, and vice versa. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. References to any contracts, instruments or agreements shall include any and all amendments, restatements, extensions, supplements or other modifications to those contracts, instruments or agreements from time to time. The words “include,” “including,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive

list of, the appropriate subject matter. This Agreement has been fully and freely negotiated by the parties, shall be considered as having been drafted jointly by the parties, and shall be interpreted and construed as if so drafted, without construction in favor of or against any party on account of their participation in the drafting of this Agreement. This Agreement may be executed in more than one counterpart, and by electronic signature, each of which constitutes an original.

b. Binding Effect. This Agreement inures to the benefit of and shall be binding on the parties hereto and their respective successors and assigns.

c. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflicts of laws rules. All legal proceedings relating to this Agreement must be brought or otherwise commenced only in the state or federal courts of Georgia.

d. Entire Agreement; Amendments. This Agreement, and the documents referred to herein, represent the entire agreement among the parties hereto respecting the subject matter hereof. No statements, promises or representations have been made by any party hereto to any other, or relied upon by any party hereto, and no consideration has been offered, promised, or expected, except as expressly provided in this Agreement and the documents referred to herein. No waiver of or failure to enforce any provision in this Agreement shall be binding upon any party hereto unless made in writing and signed by that party. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought.

e. Severability. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f. No Related Party Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor or any of its affiliated entities shall have any liability for any obligations or liabilities under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

g. Washington Franchisees. If the BWW-GO Restaurant is located in Washington, or Franchisee is a resident of Washington, the following shall apply:

This release does not apply to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100 and the rules adopted thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the Effective Date.

FRANCHISOR:

Buffalo Wild Wings International, Inc.

By: _____
Its: _____

FRANCHISEE:

By: _____
Its: _____

EXHIBIT H

STATE-SPECIFIC ADDITIONAL DISCLOSURES AND AGREEMENT RIDERS

**ADDITIONAL DISCLOSURES FOR THE
BUFFALO WILD WINGS-GO
FRANCHISE DISCLOSURE DOCUMENT OF
BUFFALO WILD WINGS INTERNATIONAL, INC.**

The following are additional disclosures for the **BUFFALO WILD WINGS-GO** Franchise Disclosure Document of **BUFFALO WILD WINGS INTERNATIONAL, INC.** required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

NO WAIVER OF DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA

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

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION & INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

3. OUR WEBSITE, www.buffalowildwings.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT www.dfpi.ca.gov.

4. The following language is added to the “Special Risks to Consider About This Franchise” page:

Spousal Liability. While your spouse need not sign a personal guarantee unless he or she is an owner of the legal entity that is the franchisee, the fact that California is a community-property state means that both your and your spouse’s marital and personal assets, including your house, could be lost if your franchise fails.

5. The following is added at the end of Item 1:

To the extent it is applicable, you must comply with California Assembly Bill 1228, codified at Cal. Lab. Code §§ 1474-1475 (the “Fast Food Act”), which may set health, safety, and employment standards related to your employees, including standards on minimum wages, working hours, and working conditions.

6. The following is added at the end of Item 3:

Neither we, nor any person in Item 2 of the disclosure document, is subject to any currently-effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. Sections 78a et seq., suspending or expelling such person from membership in that association or exchange.

7. The following language is added at the end of Item 5:

The Department has determined that either the franchisor has not demonstrated it is adequately capitalized or that the franchisor must rely on franchise fees to fund operations. The Commissioner has imposed a fee deferral condition.

Therefore, despite the payment provisions above, payment of all initial fees is postponed until after all of the franchisor’s initial obligations are complete and the Restaurant is open for business.

For area development offerings, the portion of the Development Fee attributable to an individual Restaurant in the Development Schedule is deferred until after all of franchisor’s initial obligations are complete that Restaurant is open.

8. The following language is added to the end of Items 5, 6, and 11:

We currently do not provide any training or assistance related to, or charge any initial or ongoing fees related to, the development or implementation of any standards, policies, or procedures that may be required under the Fast Food Act. It is solely your responsibility to determine whether the Fast Food Act applies to your franchise and, to the extent it does apply, to comply with the Fast Food Act when developing and constructing your restaurant, operating your franchise, and training and supervising your employees.

9. The following language is added to Item 6, in the “Remarks” column for Line Item entitled “Interest on Late Payments”:

In California, the highest interest rate permitted by law is 10%.

10. The following language is added to the end of Item 7, footnote 13:

The additional funds estimate takes into account any increased costs that you may incur related to complying with the Fast Food Act (such as increased wages), based on the Fast Food Act standards that are in effect as of the date of this disclosure document.

11. The following paragraphs are added at the end of Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, and the law applies, then the law will control.

The Franchise Agreement and Area Development Agreement contain a covenant not to compete that extends beyond termination of the franchise. This provision might not be enforceable under California law.

The Franchise Agreement and Area Development Agreement provide for termination upon insolvency. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

The Franchise Agreement and Area Development Agreement require application of the laws of the State of Georgia. This provision might not be enforceable under California law.

You must sign a general release of claims if you renew or transfer the franchise. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

California’s Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to

you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII

THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The following paragraph is added to the end of Item 17 of the disclosure document:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND

1. The following language is added as the last paragraph of Items 5 and 7:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we will defer your payment of the initial franchise fee due to us under the Franchise Agreement until we have fulfilled all our initial obligations to you under the Franchise Agreement and you have commenced operating the BWW-GO Restaurant. You must pay us the initial franchise fee on the day you begin operating your BWW-GO Restaurant.

In addition, we will defer your payment of the development fee due to us under an Area Development until we have fulfilled all our initial obligations to you and you have commenced operating your first BWW-GO Restaurant. You must pay us the development fee due under a Development Rights Rider to the Franchise Agreement on the day you begin operating your first BWW-GO Restaurant.

2. The following language is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The following language is added to the end of the "Summary" section of Item 17(h), entitled "Cause" defined – non-curable defaults:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. The following sentence is added to the end of the "Summary" section of Item 17(v), entitled Choice of forum:

You may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The "Summary" section of Item 17(w), entitled Choice of law, is amended to read as follows:

Except for federal law, and except as otherwise required by the Maryland Franchise Registration and Disclosure Law, Georgia law governs.

6. The following paragraphs are added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA

1. The following language is added to the end of Item 13:

The State of Minnesota considers it unfair to not protect your rights to use the trademarks. Therefore, to the extent required by Minnesota Stat. §80C.12, Subd. 1(g), we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2. The following paragraphs are added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to injunctive relief, liquidated damages, termination penalties, or judgment notes. In addition, nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including

fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

NORTH DAKOTA

1. The “Summary” sections of Items 17(c) and 17(m) are amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The “Summary” section of Item 17(i) is amended by adding the following:

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

3. The “Summary” section of Item 17(r) is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in North Dakota. However, we will seek to enforce them to the extent enforceable.

4. The “Summary” section of Item 17(v) is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w) is amended by adding the following:

Except for federal law, North Dakota law applies.

6. The following paragraph is added to the end of Item 17 of the disclosure document:

No statement, questionnaire, or Acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

RHODE ISLAND

1. The following language is added to the end of the “Summary” section of Item 17(v), entitled Choice of forum:

Litigation generally must be where we have our principal business address at the time the action is commenced (it currently is in Atlanta, Georgia), except that, to the extent required by the Rhode Island Franchise Investment Act, you may bring an action in Rhode Island.

2. The following language is added to the end of the “Summary” section of Item 17(w), entitled Choice of law:

Except for federal law, and except as otherwise required by the Rhode Island Franchise Investment Act, Georgia law applies.

3. The following paragraph is added to the end of Item 17 of the disclosure document:

No statement, questionnaire, or Acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA

1. The following language is added to the end of the “Summary” section of Item 17(h), entitled “Cause” defined – non-curable defaults:

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

2. The following paragraph is added to the end of Item 17 of the disclosure document:

No statement, questionnaire, or Acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us,

any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON

1. The following language is added to the “Special Risks to Consider About *This Franchise*” page:

Short Operating History. The Buffalo Wild Wings Go brand and concept is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a brand and concept with a longer operating history.

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

2. The following disclosures are hereby added to Item 17:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Franchise 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, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or Acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

ASSURANCE OF DISCONTINUANCE STATE OF WASHINGTON

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT**

**RIDER TO THE BUFFALO WILD WINGS-GO RESTAURANT
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA**

THIS RIDER is made and entered into by and between Buffalo Wild Wings International, Inc., an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in California, and/or (b) your BWW-GO Restaurant will operate in California.

2. **NONCOMPETE COVENANTS.** The following language is added to the end of Section 10.D(2) of the Franchise Agreement:

This Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

3. **GOVERNING LAW.** The following language is added at the end of Section 12.A of the Franchise Agreement:

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in this Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

4. **LIMITATION OF CLAIMS.** The following language is added to the end of Section 12.E of the Franchise Agreement:

However, to the extent inconsistent with California Corporations Code Sections 31303 and 31304 and such law applies to the Franchise Agreement, this provision shall not apply to claims arising under the California Franchise Investment Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Franchise Agreement.

US:

BUFFALO WILD WINGS
INTERNATIONAL, INC., an Ohio
corporation

By: _____

Name: _____

Title: _____

Date: _____

YOU:

By: _____

Name: _____

Title: _____

Date: _____

RIDER TO THE BUFFALO WILD WINGS-GO RESTAURANT
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland, or (b) the BWG-GO Restaurant that you will operate under the Franchise Agreement will be located in Maryland.

2. **RELEASES.** The following language is added to the end of Sections 4.B and 11.B(5) of the Franchise Agreement:

However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **INITIAL FRANCHISE FEE.** The following language is added to the end of Section 9.A of the Franchise Agreement:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we will defer your payment of the initial franchise fee due to us under this Agreement until we have fulfilled all our initial obligations to you under this Agreement and you have commenced operating the Restaurant. You must pay us the initial franchise fee on the day you begin operating your Restaurant.

4. **INSOLVENCY.** The following sentence is added to the end of Section 11.A(4) of the Franchise Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

5. **GOVERNING LAW.** The following sentence is added to the end of Section 12.A of the Franchise Agreement:

Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **CONSENT TO JURISDICTION.** The following sentence is added to the end of Section 12.B of the Franchise Agreement:

However, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **LIMITATION OF CLAIMS.** The following sentence is added to the end of Section 12.E of the Franchise Agreement:

However, you must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within three (3) years after we grant you the franchise.

8. **ACKNOWLEDGMENTS.** The fifth sentence of Section 15.B, the entirety of Section 15.C, and Section 15.M(2) of the Franchise Agreement are hereby deleted. In addition, the following is added as a new Section 16 of the Franchise Agreement:

16. ACKNOWLEDGMENTS

All representations requiring you to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Franchise Agreement.

US:

BUFFALO WILD WINGS
INTERNATIONAL, INC., an Ohio
corporation

By:

Name:

Title:

Date:

YOU:

By:

Name:

Title:

Date:

RIDER TO THE BUFFALO WILD WINGS-GO RESTAURANT
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the BWW-GO Restaurant you will operate under the Franchise Agreement will be located in Minnesota, or (b) any of the franchise offer or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **TRADEMARKS.** The following is added as a new Section 3.F of the Franchise Agreement:

The State of Minnesota considers it unfair to not protect your rights to use the trademarks. Therefore, to the extent required by Minnesota Stat. §80C.12, Subd. 1(g), we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. **RELEASES.** The following language is added to the end of Sections 4.B and 11.B(5) of the Franchise Agreement:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law with respect to claims arising under Minn. Rule 2860.4400D.

4. **GOVERNING LAW/CHOICE OF FORUM.** The following language is added at the end of Sections 12.A and 12.B of the Franchise Agreement:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

5. **INJUNCTIVE RELIEF.** The following language is added to the end of Section 12.C of the Franchise Agreement:

Notwithstanding the foregoing, Minnesota Rule 2860.4400(J) prohibits Franchisee from being required to consent to the Franchisor obtaining injunctive relief.

Franchisor may seek injunctive relief. Also, a court will determine if a bond is required.

6. **LIMITATION OF CLAIMS.** The following sentence is added to the end of Section 12.E of the Franchise Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

7. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** If and then only to the extent required by the Minnesota Franchises Law, Section 12.F of the Franchise Agreement are deleted in its entirety.

8. **TERMINATION.** The following language is added at the end of Section 13 of the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Franchise Agreement.

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.,** an Ohio
corporation

By: _____

Name: _____

Title: _____

Date: _____

YOU:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE BUFFALO WILD WINGS-GO RESTAURANT
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”). This Rider is being signed because (a) you are a resident of North Dakota and the BWW-GO Restaurant you will operate under the Franchise Agreement will be located in North Dakota, or (b) the offer or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **RELEASES.** The following language is added to the end of Sections 4.B and 11.B(5) of the Franchise Agreement:

Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE.** Section 10.D(2) of the Franchise Agreement is amended by adding the following:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, you acknowledge and agree that we intend to seek enforcement of these provisions to the extent allowed under the law.

4. **GOVERNING LAW.** The following language is added at the end of Section 12.A of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement.

5. **CONSENT TO JURISDICTION.** The following language is added at the end of Section 12.B of the Franchise Agreement:

However, to the extent required by applicable law, you may bring an action in North Dakota.

6. **LIMITATION OF CLAIMS.** The following sentence is added to the end of Section 12.E of the Franchise Agreement:

The statutes of limitations under North Dakota law apply with respect to claims arising under the North Dakota Franchise Investment Law.

7. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** If and then only to the extent required by the North Dakota Franchise Investment Law, Section 12.F of the Franchise Agreement is deleted in its entirety.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Franchise Agreement.

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.,** an Ohio
corporation

By: _____

Name: _____

Title: _____

Date: _____

YOU:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE BUFFALO WILD WINGS-GO RESTAURANT
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND**

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Rhode Island and the BWW-GO Restaurant you will operate under the Franchise Agreement will be located in Rhode Island; and/or (b) any of the offer or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **GOVERNING LAW/CONSENT TO JURISDICTION.** The following language is added at the end of Sections 12.A and 12.B of the Franchise Agreement:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Franchise Agreement.

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.**, an Ohio
corporation

By: _____
Name: _____
Title: _____

Date: _____

YOU:

By: _____
Name: _____
Title: _____

Date: _____

**RIDER TO THE BUFFALO WILD WINGS-GO RESTAURANT
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON**

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Washington; and/or (b) BWW-GO Restaurant you will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offer or sales activity relating to the Franchise Agreement occurred in Washington.

2. **INDEMNIFICATION.** The last sentence of Section 10.B of the Franchise Agreement is hereby deleted and replaced with the following:

You have no obligation to indemnify or hold harmless the BWW Indemnified Parties, and we must reimburse you and your affiliates, for any and all damages, expenses and liabilities (including attorneys’ fees) to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator of competent jurisdiction to be caused solely and directly by our or another BWW Indemnified Party’s breach of this Agreement, negligence, willful misconduct, strict liability or fraud, so long as the claim to which those damages, expenses and liabilities relate is not asserted on the basis of theories of vicarious liability (including agency and joint employer) or our failure to compel your compliance with this Agreement.

3. **WAIVER AND INTEGRATION.** The following language is added to the end of Section 15.B of the Franchise Agreement:

To the extent required under applicable law, this Section does not waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

4. **ACKNOWLEDGMENTS.** Section 15.C of the Franchise Agreement is hereby deleted.

5. **REPRESENTATIONS AND WARRANTIES.** Section 15.M(2) of the Franchise Agreement is hereby deleted.

6. **WASHINGTON LAW.** The following paragraphs are added to the end of the Franchise Agreement:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Franchise 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, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Franchise Agreement.

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.**, an Ohio
corporation

By: _____

Name: _____

Title: _____

Date: _____

YOU:

By: _____

Name: _____

Title: _____

Date: _____

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
AREA DEVELOPMENT AGREEMENT**

RIDER TO THE BUFFALO WILD WINGS INTERNATIONAL, INC.
AREA DEVELOPMENT AGREEMENT
FOR USE IN CALIFORNIA

THIS RIDER is made and entered into by and between Buffalo Wild Wings International, Inc., an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20__ (the “Area Development Agreement”). This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because) any of the offering or sales activity relating to the Franchise Agreement occurred in California and/or (b) the BWW-GO Restaurants you will develop under the Area Development Agreement will be operated in California.

2. **LIMITATION OF CLAIMS.** The following language is added to the end of Section 8.D of the Area Development Agreement:

However, to the extent inconsistent with California Corporations Code Sections 31303 and 31304 and such law applies to the Franchise Agreement, this provision shall not apply to claims arising under the California Franchise Investment Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Area Development Agreement.

US:

BUFFALO WILD WINGS
INTERNATIONAL, INC., an Ohio
corporation

By: _____
Name: _____
Title: _____

Date: _____

YOU:

By: _____
Name: _____
Title: _____

Date: _____

RIDER TO THE BUFFALO WILD WINGS INTERNATIONAL, INC.
AREA DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. BACKGROUND. We and you are parties to that certain Area Development Agreement dated _____, 20__ (the “Area Development Agreement”). This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland, or (b) the BWW-GO Restaurants that you will develop and operate under the Area Development Agreement will be located in Maryland.

2. DEVELOPMENT FEE. The following language is added to the end of Section 3.A of the Area Development Agreement:

Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all development fees and initial payments by the Area Developer shall be deferred until the first franchise under this Agreement opens.

3. RELEASES. The following language is added to the end of Sections 7.B(4) and 7.C(4) of the Area Development Agreement:

However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. INSOLVENCY. The following sentence is added to the end of Section 7.A(4) of the Area Development Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

5. GOVERNING LAW. The following sentence is added to the end of Section 8.A of the Area Development Agreement:

Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. CONSENT TO JURISDICTION. The following sentence is added to the end of Section 8.B of the Area Development Agreement:

However, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **LIMITATION OF CLAIMS.** The following sentence is added to the end of Section 8.D of the Area Development Agreement:

However, you must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within three (3) years after we grant you the franchise.

8. **ACKNOWLEDGMENTS.** The fifth sentence of Section 11.C and Section 11.M(2) of the Area Development Agreement are hereby deleted. In addition, the following is added as a new Section 12 of the Area Development Agreement:

12. ACKNOWLEDGMENTS

All representations requiring you to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Area Development Agreement.

US:

BUFFALO WILD WINGS
INTERNATIONAL, INC., an Ohio
corporation

By: _____
Name: _____
Title: _____

Date: _____

YOU:

By: _____
Name: _____
Title: _____

Date: _____

RIDER TO THE BUFFALO WILD WINGS-GO RESTAURANT
AREA DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

6. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20__ (the “Area Development Agreement”). This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) you are a resident of the State of Minnesota, or (b) the BWG-GO Restaurants that you will develop and operate under the Area Development Agreement will be located in Minnesota.

7. **RELEASES.** The following language is added to the end of Sections 7.B and 7.C(4) of the Area Development Agreement:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law with respect to claims arising under Minn. Rule 2860.4400D.

8. **GOVERNING LAW/CHOICE OF FORUM.** The following language is added at the end of Sections 8.A of the Area Development Agreement:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

4. **LIMITATION OF CLAIMS.** The following sentence is added to the end of Section 8.D of the Area Development Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

5. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** If and then only to the extent required by the Minnesota Franchises Law, Section 8.E of the Area Development Agreement is deleted in its entirety.

6. **TERMINATION**. The following language is added at the end of Section 9 of the Area Development Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Area Development Agreement.

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.**, an Ohio
corporation

By: _____
Name: _____
Title: _____

Date: _____

YOU:

By: _____
Name: _____
Title: _____

Date: _____

**RIDER TO THE BUFFALO WILD WINGS INTERNATIONAL, INC.
AREA DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA**

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20__ (the “Area Development Agreement”). This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the BWW-GO Restaurants you will develop and operate under the Area Development Agreement will be located in North Dakota, or (b) the offer or sales activity occurred in North Dakota.

2. **RELEASES.** The following language is added to the end of Sections 7.B(4) and 7.C(4) of the Area Development Agreement:

Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

3. **GOVERNING LAW.** The following language is added at the end of Section 8.A of the Area Development Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement.

4. **CONSENT TO JURISDICTION.** The following language is added at the end of Section 8.B of the Area Development Agreement:

However, to the extent required by applicable law, you may bring an action in North Dakota.

5. **LIMITATION OF CLAIMS.** The following sentence is added to the end of Section 8.D of the Area Development Agreement:

The statutes of limitations under North Dakota law apply with respect to claims arising under the North Dakota Franchise Investment Law.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** If and then only to the extent required by the North Dakota Franchise Investment Law, Section 8.E of the Area Development Agreement is deleted in its entirety.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Area Development Agreement.

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.**, an Ohio
corporation

By:_____

Name:_____

Title:_____

Date:_____

YOU:

By:_____

Name:_____

Title:_____

Date:_____

**RIDER TO THE BUFFALO WILD WINGS-GO RESTAURANT
AREA DEVELOPMENT AGREEMENT
FOR USE IN WASHINGTON**

THIS RIDER is made and entered into by and between **Buffalo Wild Wings International, Inc.**, an Ohio corporation with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we,” “us,” or “our”), and _____, a(n) _____ whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “Area Development Agreement”). This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) you are domiciled in Washington; and/or (b) BWW-GO Restaurants you will develop and operate under the Area Development Agreement will be located in Washington; and/or (c) any of the offer or sales activity relating to the Area Development Agreement occurred in Washington.

2. **OUR ACCEPTANCE OF THE PROPOSED SITE.** Each provision of this Section 4.B(1) of the Area Development Agreement shall not apply to the extent prohibited by, or deemed void and unenforceable pursuant to, the Washington Franchise Investment Protection Act.

3. **INDEPENDENT INVESTIGATION.** Section 4.C of the Area Development Agreement is deleted and replaced with the following:

“You acknowledge that you have conducted an independent investigation of the prospects for the establishment of Restaurants within the Development Territory.”

4. **INDEMNIFICATION.** Section 11.A of the Area Development Agreement is hereby deleted and replaced with the following:

You agree to protect indemnify, defend, reimburse, and hold harmless us, our affiliates, and our and their respective owners, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “BWW Indemnified Parties”) from and against any and all claims, demands, damages, expenses and liabilities of any nature whatsoever (including attorneys’ fees) arising in any manner, directly or indirectly, out of or in connection with or incidental to the development, use or operation of any of your of the Developer Subsidiaries’ Restaurants, the business you conduct under this Agreement, or your breach of or 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 attorneys’ fees immediately upon our request as they are incurred. At our option, we may (at your expense) defend and control the defense of any claim or proceeding that is subject to this Section 11.A.

You have no obligation to indemnify or hold harmless the BWV Indemnified Parties for, and we must reimburse you and your affiliates for, any and all damages, expenses and liabilities (including attorneys' fees) to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator of competent jurisdiction to be caused solely and directly by our or another BWV Indemnified Party's breach of this Agreement, negligence, willful misconduct, strict liability or fraud, so long as the claim to which those damages, expenses and liabilities relate is not asserted on the basis of theories of vicarious liability (including agency and joint employer) or our failure to compel your compliance with this Agreement.

5. **WAIVER AND INTEGRATION.** The following language is added to the end of Section 11.C of the Area Development Agreement:

To the extent required under applicable law, this Section does not waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

6. **REPRESENTATIONS AND WARRANTIES.** Section 11.M(2) of the Area Development Agreement is hereby deleted.

7. **WASHINGTON LAW.** The following paragraphs are added to the end of the Area Development Agreement:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the Area Development Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Area Development Agreement in your relationship with us including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Area Development Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Area Development 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, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Area Development Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Area Development Agreement or elsewhere are void and unenforceable in Washington.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the Effective Date of the Area Development Agreement.

US:

**BUFFALO WILD WINGS
INTERNATIONAL, INC.**, an Ohio
corporation

By: _____

Name: _____

Title: _____

Date: _____

YOU:

By: _____

Name: _____

Title: _____

Date: _____

NEW YORK REPRESENTATIONS PAGE

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	See separate FDD Pending
Hawaii	April 4, 2024 Pending
Illinois	March 25, 2024 (Exempt) Pending
Indiana	March 25, 2024 Pending
Maryland	See separate FDD Pending
Michigan	March 25 27 , 2024 2025
Minnesota	April 29, 2024 Pending
New York	March 25, 2024 (Exempt) Pending
North Dakota	April 26, 2024 Pending
Rhode Island	April 1, 2024 Pending
South Dakota	March 29, 2024 Pending
Virginia	April 9, 2024 Pending
Washington	May 16, 2024 Pending
Wisconsin	March 25 Mach 27 , 2024 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I
RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement, Area Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Buffalo Wild Wings International, Inc. offers you a franchise, it must provide this disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding agreement or the payment of any consideration, whichever comes first.

If Buffalo Wild Wings International, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the appropriate state agency identified on Exhibit A.

Issuance Date: March ~~25~~27, ~~2024~~2025

The franchise sellers for this offering are _____, Buffalo Wild Wings International, Inc., Three Glenlake Pkwy NE, Atlanta, Georgia 30328, 678-514-4100.

I received a disclosure document dated March ~~25~~27, ~~2024~~2025, that included the following Exhibits:

A	List of State Agencies and Agents for Service of Process	D-1	Incentive Amendment to Area Development Agreement
B	Financial Statements and Guarantee	E	List of Franchisees
C	Franchise Agreement	F	List of Former Franchisees
C-1	Incentive Amendment to the Franchise Agreement	G	Form of Release Agreement
C-2	Non-Traditional Rider to the Franchise Agreement	H	State-Specific Additional Disclosures and Agreement Riders
C-3	Multi-Brand Addendum to the Franchise Agreement	I	Receipts
D	Area Development Agreement		

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: (____) _____

Email: _____

COPY FOR FRANCHISEE

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement, Area Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Buffalo Wild Wings International, Inc. offers you a franchise, it must provide this disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding agreement or the payment of any consideration, whichever comes first.

If Buffalo Wild Wings International, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the appropriate state agency identified on Exhibit A.

Issuance Date: March ~~25~~27, ~~2024~~2025

The franchise sellers for this offering are _____, Buffalo Wild Wings International, Inc., Three Glenlake Pkwy NE, Atlanta, Georgia 30328, 678-514-4100.

I received a disclosure document dated March ~~25~~27, ~~2024~~2025, that included the following Exhibits:

A	List of State Agencies and Agents for Service of Process	D-1	Incentive Amendment to Area Development Agreement
B	Financial Statements and Guarantee	E	List of Franchisees
C	Franchise Agreement	F	List of Former Franchisees
C-1	Incentive Amendment to the Franchise Agreement	G	Form of Release Agreement
C-2	Non-Traditional Rider to the Franchise Agreement	H	State-Specific Additional Disclosures and Agreement Riders
C-3	Multi-Brand Addendum to the Franchise Agreement	I	Receipts
D	Area Development Agreement		

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: (____) _____

Email: _____

COPY FOR BUFFALO WILD WINGS INTERNATIONAL, INC.