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Business Oversight

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FRANCHISE DISCLOSURE DOCUMENT

2018 - CALIFORNIA

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FRANCHISE DISCLOSURE DOCUMENT

Buffalo Wings & Rings, LLC
4628 Aicholtz Rd., Cincinnati, OH 45244
www.buffalowingsandrings.com
513-831-9464; Fax 513-831-9463; email sritter@buffalo-wing.com

The franchisee will operate a club-level sports restaurant under the trade name and service mark "Buffalo Wings & Rings."

The estimated initial investment required ranges from $1,280,000 to $2,412,000. If you are not currently operating one or more Buffalo Wings & Rings restaurants, this includes $40,000 (if you sign a Franchise Agreement for a newly-constructed restaurant) that must be paid to the franchisor Buffalo Wings & Rings, LLC. If you are currently operating one or more Buffalo Wings & Rings restaurants, this includes $30,000 that must be paid to the franchisor Buffalo Wings & Rings, LLC. If you are purchasing a restaurant that is currently in operation, this includes a $25,000 transfer fee that must be paid to the franchisor Buffalo Wings & Rings, LLC. These sums do not include the cost of acquiring or leasing the business location and may not include the full cost of acquiring an alcoholic beverage license or financing costs.

In addition to individual restaurant franchises, Buffalo Wings & Rings LLC offers Area Development Agreements ("ADAs").

ADAs grant you the right to develop three Franchised Restaurants within a specified territory according to a negotiated schedule. The development fee is $70,000. The estimated initial investment required ranges from $1,325,000 to $2,462,000. From the $70,000 Area Development Fee for three locations, $40,000 is applied to the franchise fee for the first location, $15,000 is applied to the franchise fee for the second location (and you will pay the remainder of the applicable Franchise Fee, which is $30,000) and $15,000 is applied to the franchise fee for the third location (and you will pay the remainder of the applicable Franchise Fee, which is $30,000). An Area Developer may be granted a larger number of franchises for Franchised Restaurants if the Development Area selected will, in our judgment, support the desired number of locations.

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, us 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 Vice President & CFO at 4628 Aicholtz Rd., Cincinnati, OH 45244, telephone (513) 831-9464.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract 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 20, 2018. Amended September 4, 2018.

DISCLOSURE REQUIRED BY THE STATE OF CALIFORNIA

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

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

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

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

1. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE LITIGATION IN OHIO. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH FRANCHISOR IN OHIO THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT OHIO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE YOU THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT CONTAIN A WAIVER OF THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM.

4. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT CONTAIN A WAIVER OF ANY RIGHT TO, OR CLAIM FOR, PUNITIVE OR EXEMPLARY DAMAGES. YOUR JUDGMENT IN LITIGATION IS LIMITED TO YOUR ACTUAL DAMAGES.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: March 20, 2018. Amended September 4, 2018.

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Addendum Required for the State of **California** and following exhibits:

A List of State Authorities

B List of Agents for Service of Process

C Franchise Agreement

D Area Development Agreement

E Form of General Release

F Power of Attorney to Assign Telephone Number

G Franchisee Disclosure Questionnaire

H, H-I and H-II Franchisee, Area Developer and Master Developer Lists

I , I-I & I-II Franchisees, Area Developers and Master Developers Who Have Left the System

J Table of Contents of BW&R Confidential Manuals

K Employee Confidentiality Agreement

L Franchise Organizations We Created, Sponsored or Endorsed

M Independent Franchise Organizations

N Financial Statements as of December 31, 2017, December 31, 2016, and December 31, 2015

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ITEM 1

THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "BW&R" and "we" mean Buffalo Wings & Rings, LLC, the franchisor, and "you" means the person, corporation, limited liability company, partnership, or other entity that buys the franchise and enters into a franchise agreement. If the franchise is purchased by a corporation, partnership, limited liability company, or other entity, certain provisions of the franchise agreement will also apply to the owners and will be noted.

BW&R is an Ohio limited liability company that was organized on February 2, 2005. We operate under the name Buffalo Wings & Rings, LLC and our principal business address is 4628 Aicholtz Rd., Cincinnati, OH 45244. Our agents for service of process are listed in Exhibit B. BW&R was formed to sell and support restaurant franchises. BW&R has offered BUFFALO WINGS & RINGS franchises since March 2005. However, the first Buffalo Wings & Rings restaurant was established in 1984. We have never offered franchises in any other business. We do not have a parent company. We have two affiliates. We have an arrangement with a former shareholder to operate Buffalo Wings & Rings restaurants outside of the North America and Caribbean but that shareholder is no longer affiliate of BW&R.

Our predecessor is an Ohio corporation named Wings & Rings Franchise International, Inc. ("WRFI"). Its principal business address is 8024 Spring Leaf Drive, Cincinnati, Ohio, 45247. WRFI was incorporated in August 1998 as the result of a restructuring of an Ohio corporation formed on April 2, 1986 named Wings & Rings, Inc. ("WRI"). A new holding company, also named Wings & Rings, Inc., was formed in the restructure. WRI changed its name to Wings & Rings Real Estate, Inc. and became a wholly-owned subsidiary of the newly-formed Wings & Rings, Inc. WRFI was also a wholly-owned subsidiary of the newly-formed Wings & Rings, Inc. WRFI did business under its name, Wings & Rings Franchise International, Inc., and, until February 19, 2005, under the trade name BUFFALO WINGS & RINGS. WRFI offered BUFFALO WINGS & RINGS franchises since 1999, and WRI offered BUFFALO WINGS & RINGS franchises from 1988 to 1998. WRFI did not offer franchises in any other business. WRFI operated BUFFALO WINGS & RINGS restaurants in Cincinnati, Ohio prior to 2001. WRI does not operate businesses of the type being franchised. WRI has not conducted business in any other line of business and did not offer franchises in any other line of business.

On February 19, 2005, BW&R purchased substantially all of the assets of WRFI, including WRFI's exclusive right to the BUFFALO WINGS & RINGS trademark, and assumed all of WRFI's rights and obligations under the franchise agreements with its BUFFALO WINGS & RINGS franchisees. WRFI ceased operating in February 2005.

The Franchise.

BW&R offers franchisees the right to establish and operate fun, inviting club-level sports restaurants that take food seriously. Our always fresh, never frozen menu offers signature wings, big and bold burgers, fresh salads and specialty sandwiches, among other food and beverage items, under the trade name and service mark BUFFALO WINGS & RINGS. BUFFALO WINGS & RINGS restaurants appeal to cost conscious casual diners. Each franchised restaurant operates in accordance with our unique system. The distinguishing characteristics of our system include eye-catching exteriors, bright and open interior layout, design and color scheme; witty interior signage, decorations, furnishings, and materials; special recipes, formulas, menus and

food and beverage designations; the BUFFALO WINGS & RINGS manuals; food and beverage storage, preparation and service procedures and techniques; operating procedures for sanitation and maintenance; and methods and techniques for inventory and cost controls, record keeping and reporting, personnel management, purchasing, sales promotion and advertising. We may change, improve and develop the system periodically.

In addition to offering franchises for individual restaurants, we offer area development agreements to persons who have the desire, financial strength and managerial capability to develop and operate multiple restaurants. Under an area development agreement, you agree to open a minimum of three BUFFALO WINGS & RINGS Restaurants within a defined geographic area in accordance with an agreed-upon development schedule. As each Franchised Restaurant is developed, you will sign a franchise agreement for that restaurant.

Market and Competition.

You will market your restaurant services to the general public. The popularity of a BW&R restaurant is based, in part, on a casual family atmosphere combined with good food in a club-level sports entertainment environment. You will compete with other restaurants offering a wide variety of menu items and alcoholic and non-alcoholic beverages and with sports bars or sports pubs offering food items at similar prices, including local, regional and national chains of restaurants and other food service businesses. The market for restaurant services is well-established and highly competitive.

Industry-Specific Regulations.

There may be laws or regulations in your state or municipality regulating the preparation and storage of food products, sanitation, safety, health, the construction of the Franchised Restaurant, waste and emissions discharge, public accommodations, and the sale of alcoholic beverages. You will be responsible for investigating and complying with all laws and regulations, including environmental laws and licensing requirements that may apply to your Franchised Restaurant. You will also be responsible for complying with employment, workers' compensation, insurance, corporate, tax, and similar laws and regulations, as well as any federal, state, or local laws of a more general nature that may affect the operation of your Franchised Restaurant. You should examine these laws before buying a Franchised Restaurant.

ITEM 2

BUSINESS EXPERIENCE

President and CEO: Nader Masadeh

Mr. Masadeh was promoted to President and CEO in March of 2014. From October of 2009 to March of 2014 Mr. Masadeh was Executive Vice President, Construction, Purchasing and Legal of BW&R. From February 2005 to October 2009, Mr. Masadeh was the Executive Vice President, Franchising and Chief Financial Officer of BW&R. Mr. Masadeh holds a Bachelor of Science Degree in Engineering from the University of Cincinnati and an MBA from Xavier University.

Chief Development Officer: Philip Schram

Mr. Schram is now the Chief Development Officer of BW&R. Mr. Schram has been Executive Vice President, Franchise Development and Information Systems of BW&R since October of 2009.

From February 2005 to October 2009, Mr. Schram was the President and CEO of BW&R. Since September 2004, he has also been President of Advance Links, LLC, an internet marketing company located at 3745 Harvard Acres, Mariemont, Ohio 45227. Mr. Schram has a Master of Chemistry from the Institut National Polytechnique de Grenoble.

Vice President and Chief Financial Officer, Sandra Ritter

Ms. Ritter was promoted to Vice President and Chief Financial Officer in January 2016. Ms. Ritter joined BW&R in July 2013. She leads our accounting, finance and IT development. Prior to her position at BW&R she worked for two divisions of Delta Airlines as Manager of General Accounting at Comair, March 1999 to April 2002 and the Director of Finance at Delta Business Jets, Inc., April 2002 to November 2006, located at 77 Comair Blvd, Erlanger, KY, 41018. She is a Certified Public Accountant. Ms. Ritter has a BBS in Accounting and Finance from the University of Dayton.

Vice President, Learning and Development, Susan Milkowski

Ms. Milkowski was promoted to Vice President of Learning and Development in May of 2015. Ms. Milkowski was Director of Learning & Development with BW&R from May 2015 to December of 2009. From December 2008 to December 2009, Ms. Milkowski was Training Manager for BW&R. From October 2008 to December 2008, Ms. Milkowski was an Operations Analyst for BW&R. From March 2007 through March 2008 Ms. Milkowski was General Manager of an upscale casual steakhouse and bar concept, Mike and Jimmy's Chophouse Grill in Crestview Hills, KY. Ms. Milkowski has a Bachelor of Science in Marketing from Northern Kentucky University.

Director of Franchise Development, Daniel Doulen, CFE

Dan Doulen was promoted to Director of Franchise Development in April 2011. Mr. Doulen served as Director of Sales for BW&R from September 2007 to April 2011. From January 2006 to December 2008, Mr. Doulen was also President of Titan Sales LLC, a plastics distribution company in Blue Ash, Ohio 45242. Mr. Doulen has a Bachelor of Arts from Morehead State University.

Director of Franchise Operations, Tom Jenkins

Tom Jenkins was promoted to Director of Franchise Operation in September 2016. Mr. Jenkins served as a Franchise Business Manager from October 2015 to September 2016 with BW&R. From 2012 to October 2015 Mr. Jenkins was a Regional Manager of Hooters of America.

Director of Construction, Tom L. Davis

Mr. Davis has been Director of Construction for BW&R since October 2006. Mr. Davis has a Bachelor of Liberal Studies including Architecture, Engineering, Business and Environmental from the University of Louisville.

Vice President of Marketing, Diane Matheson

Ms. Matheson was promoted in December 2016 to Vice President of Marketing. Ms. Matheson joined BW&R in July of 2014. She leads our Brand Management and Marketing team. Prior to her position at BW&R she worked at Ogilvy Action as a Managing Supervisor overseeing retail programs for leading brands, from January 2013 thru July 2014. From September 2003 thru April 2012 she was with LPK as a Brand Director leading brand development and design. She has a degree in Marketing from the University of Cincinnati and a Commercial Arts degree from Antonelli College.

Real Estate Manager, Carey Floyd

Ms. Floyd joined BW&R in March of 2015. She leads our Real Estate Department in site selection. Prior to her position at BW&R she worked with Cash America International, Inc located at 1600 W. 7th Street, Ft. Worth, TX 76102 as a Corporate Rest Estate & Development Manager from 2004 to February 2015. She has a Bachelor's Degree in Business Management from Wittenburg University, Springfield, OH.

ITEM 3

LITIGATION

Pending Actions: There is no pending administrative, criminal or material civil action alleging a violation of a franchise, antitrust or securities law, or alleging fraud, unfair or deceptive practices or any comparable allegations against BW&R or any predecessor, parent or affiliate.

Franchise Relationship Litigation: Last Fiscal Year

None

Concluded Actions: Last 10 Years

Buffalo Wings & Rings, LLC v. M3 Restaurant Group, LLC, et al., *(Court of Common Pleas, Franklin County, Ohio, Case No. 12 CV 013779, filed November 1, 2012).* BW&R filed a complaint against our franchisee M3 Restaurant Group, LLC and against the three individual guarantors of the Franchise Agreement, who are Alex Mendoza, Marc Mendoza, and William McRaith, to collect past due royalties under the Franchise Agreement. The Complaint alleges $15,752.14 in royalties due plus liquidated damages of $205,216.92 for a total amount due of $220,969.06, plus interest. The defendants filed a motion to dismiss the complaint, which the judge denied. The defendants subsequently filed a counterclaim alleging a breach of the Franchise Agreement for failing to provide logistic, advertising, and training support, for failure to put rebates into the advertising fund, and for breath of its duties under the site selection addendum. Damages were requested in the amount of $185,000.00. The claims of both parties were dismissed by the trial court due to the expiration of time within which to bring the claims.

Jaime Valdez, individually and as next friend of minors Jaime Armando Valdez, Jr., et al. v. Buffalo Wings & Rings, LLC, et al., *in the District Court, 90 2d Judicial District, Hidalgo County, Texas; Case No. C-1666-12-A* filed December 7, 2012. Various plaintiffs filed a complaint against the company, its franchisee, and its master developer alleging dram shop liability for

personal injuries to the plaintiffs. Plaintiffs allege that on July 30, 2011 plaintiffs Jaime Valdez and Armando Gracia were critically injured when a vehicle driven by a minor, who was alleged to be drunk, caused a vehicular accident. Plaintiffs alleged that the drunk driver had previously been served alcohol at the franchise location, and that the franchisee negligently served alcohol to the drunk driver who was alleged to be underage. Claims against the company included negligence for failing to adequately monitor, train, and/or control the employees of the franchisee. Plaintiffs requested both compensatory and punitive damages. The company filed a third-party petition against its franchisee, and the individual guarantor of the franchise agreement, alleging that they had failed to maintain liability insurance with the company as a named insured as required pursuant to the terms of the Franchise Agreement. The plaintiffs' claims were subsequently resolved for a confidential amount.

Buffalo Wings & Rings, LLC v. BWR Broad, LLC, dba WingIt, et al. *(Court of Common Pleas; Franklin Cty., Ohio, Case No. 10 CV 003356, filed March 3, 2010).* On March 3, 2010 BW&R filed a verified complaint against a former franchisee known as BW&R Broad, LLC and its principals arising out of their breach of the franchise agreement. The complaint, in addition to allegations of breach of the franchise agreement, presented claims involving the personal guarantees of the individual defendants, and sought to enforce the non-competition, non-solicitation, and confidentiality provisions of the Franchise Agreement against the individual defendants. The complaint also asked for relief as a result of the defendants' misappropriation of trade secrets, infringement of BW&R's trademark and trade dress, deceptive trade practices and unfair competition. The complaint also claimed tortious interference with employment and contractual relationship against the individual defendants. BW&R requested a preliminary injunction to enjoin the defendants from operating the restaurant in violation of the contractual relationship between the parties. BW&R purchased the business on April 16, 2010 and BW&R filed a notice of dismissal with the court on April 27, 2010.

Kathy Kapalka, et al. v. Buffalo Wings & Rings, LLC*, (Clermont County, Ohio, Court of Common Pleas, Case No. 08CVH1749), filed August 26, 2008.* Settled December 16, 2009 and Entry of Dismissal filed January 21, 2010. Kathy Kapalka, Choice Business Solutions, Inc. and Allison Kapalka filed suit against the company alleging breach of contract, quantum meruit, unjust enrichment, promissory estoppel and a claim on an account, all arising from allegations that the plaintiffs were entitled to receive for providing franchise consultant services to BW&R. BW&R filed a response denying the allegations, and filed a counterclaim against the plaintiffs alleging that the plaintiffs had been overpaid for services rendered, and that there was due and owing to BW&R by Choice Business Solutions, Inc. and Kathy Kapalka the sum of $31,875.00, and from Allison Kapalka the sum of $2,500.00. BW&R further requested the court to enjoin the plaintiffs from the unauthorized use of the BW&R logo. The case was settled with BW&R paying $35,000.00 for undisputed services that were performed, and with an agreement to compensate plaintiffs if any of the plaintiffs' named prospects paid the balance of their franchise fee prior to 12/31/2010.

Gems Distribution & Catering, Inc. et al. v. Buffalo Wings & Rings, LLC, et al. *(Baltimore County, Maryland District Court, Case No. 0804-0030843-2007)* filed September 6, 2007. Gems Distribution & Catering, Inc. ("Gems") and Julius Fakeye filed suit against BW&R, Philip Schram, BW&R's then-President and CEO, Haytham David, BW&R's then-Vice President and COO, and Nader Masadeh, BW&R's Executive Vice President and CFO, for fraud, misrepresentation, and unjust enrichment. Plaintiffs alleged damages totaling $10,000.00. On November 19, 2007, BW&R filed a countersuit alleging damages in the amount of $25,000.00 against Gems Distribution & Catering, Inc. and Julius Fakeye for breach of contract. While BW&R and its officers

denied any wrongdoing, the claim was resolved in August 2008 by a nominal payment of $6,000.00 to avoid further litigation expenses.

Other than the above, no other litigation is required to be disclosed by this item.

ITEM 4

BANKRUPTCY

No bankruptcies are required to be disclosed by this Item.

ITEM 5

INITIAL FEES

Franchise Agreement. You must pay the following lump sum franchise fee when you sign the franchise agreement: (1) $40,000, if you are not then operating one or more Buffalo Wings & Rings restaurants; (2) $30,000, if you are then operating one or more Buffalo Wings & Rings restaurants; or (3) $25,000, if you are opening a Buffalo Wings & Rings restaurant at a premises which was, at any time during the six-month period immediately prior to the execution of the applicable franchise agreement, operated as a Buffalo Wings & Rings restaurant.

The franchise fee is fully earned when we sign the franchise agreement, in consideration of administrative and other expenses we incurred in granting you the franchise and investigating your qualifications, and for our lost or deferred opportunity to franchise to others. The franchise fee is not refundable under any circumstances.

During the period beginning on April 30, 2018 through December 31, 2018 (the "Offer Period"), BW&R is offering its "One Franchise Fee for Life" program to interested prospective franchisees. Under this program, open to both existing franchisees and new prospects who qualify, a participant who signs a franchise agreement during the Offer Period and then, pursuant to that agreement, opens a Buffalo Wings & Rings restaurant (the "First Opening") in a strategic area (as determined by BW&R) will then have all future initial franchise fees waived by BW&R if the franchisee complies fully with the franchise agreement and opens a second restaurant within eighteen months of the First Opening (the "Second Opening") in a strategic area (as determined by BW&R), a third restaurant within eighteen months of the Second Opening, and each subsequent restaurant within twelve months of the last opening. Provided that each subsequent restaurant opening occurs consistent with the foregoing schedule and a participant complies fully with all agreements between the participant and BW&R, BW&R will continue to waive all initial franchise fees. Once a participant fails to open a subsequent restaurant on schedule or otherwise defaults in its obligations to BW&R, the program will cease with respect to the participant and the participant will thereafter pay the applicable initial franchise fee for future franchised restaurants. In addition to the requirements set forth above, participants must satisfy all applicable provisions of each franchise agreement they enter into, including the provisions governing site selection. Participation in the One Franchise Fee for Life Program will require a participant to enter into a letter agreement alongside the signing of their initial franchise agreement.

Grand Opening Fee. Upon the signing of a Franchise Agreement, you will pay directly to BW&R a non-refundable amount of $10,000 for your franchised restaurant's grand opening campaign. Prior to opening your Franchised Restaurant, you will submit to BW&R a grand opening plan for conducting advertising and marketing activities with expenditures of at least $10,000, which must be approved by BW&R in writing. During the first sixty (60) days of operation of your Franchised Restaurant, you agree to conduct the grand opening in accordance with the approved plan. You may submit to BW&R invoices incurred by you in connection with the approved grand opening plan and BW&R will reimburse you for such expenses up to $10,000.

Area Development Agreement. Selected franchisees who qualify based on their financial resources and managerial ability may enter into an Area Development Agreement which requires the development of a specified minimum number of Franchised Restaurants within a defined geographic area over a specified term. If you are selected as an Area Developer, you will sign an Area Development Agreement, a copy of which is attached to this Franchise Disclosure Document as Exhibit D, and pay a non-refundable development fee (the "**Area Development Fee**") of $70,000 for three Franchised Restaurants that you must open during the term of the Area Development Agreement. The Area Development Agreement requires you to open your original Franchised Restaurant and two (2) additional Franchised Restaurants within the development area according to a specific development schedule. Each development schedule is different, depending upon the population and size of the development area. You must sign a new franchise agreement for each Franchised Restaurant you open under the Area Development Agreement. Notwithstanding the provisions of our then-current franchise agreement, you will pay a $40,000 franchise fee for the first location and a $30,000 franchise fee for all subsequent locations set forth in the Area Development Agreement. From the $70,000 Area Development Fee for three locations, $40,000 will be applied to the franchise fee for the first location, $15,000 will be applied to the franchise fee for the second location (and you will pay the remainder of the franchise fee) and $15,000 will be applied to the franchise fee for the third location (and you will pay the remainder of the franchise fee). An Area Developer may be granted a larger number of franchises for Franchised Restaurants if the Development Area selected will support the desired number of locations. For each location in excess of three Franchised Restaurants that you are granted, you will pay an additional Area Development Fee of $15,000 per location. We do not refund the Area Development fee under any circumstances. We will not grant you a development area unless you satisfy us that you possess the financial resources and managerial ability to purchase and operate more than one Franchised Restaurant.

ITEM 6

OTHER FEES

Franchise Agreement

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty[1]	Up to 5% of Net Sales[2]	Payable by Friday of each week	Paid on Net Sales for preceding week ending on Sunday
Advertising Fee[3]	Up to 4% of Net Sales – for regional or network advertising	Payable by Friday of each week	Paid on Net Sales for preceding week ending on Sunday
Local Advertising	1% of Net Sales for local advertising	Monthly	You must spend a minimum amount for advertising, promotion and public relations directly related to your Franchised Restaurant
Cooperative Advertising[4]	Cannot exceed 1% of Net Sales unless agreed by majority of coop members	Monthly	If an advertising cooperative is established or operating in your area, you must contribute

1 Imposed by and payable to BW&R. All fees are non-refundable and subject to late fees. All fees are paid by pre-authorized electronic debit from your bank account.

2 Net Sales means all sales and other income (recognized on an accrual basis), whether cash, tendered gift card (no matter where tendered) or credit (regardless of collection in the case of credit), arising from the operation of the Franchised Restaurant or the sale of products (other than gift cards sold by franchisee) or services offered by BW&R restaurants, less (i) all refunds and discounts made to customers in good faith and in accordance with BW&R's policies, and (ii) any sales or excise taxes that are separately stated and that Franchisee is required to and does collect from customers and pays to a federal, state or local taxing authority.

3 Payable to BW&R's network or regional advertising fund and subject to late fees. See Item 11 of the Franchise Disclosure Document for an explanation of the network advertising fund.

4 Either BW&R or the advertising cooperative will determine the amount of your monthly cooperative advertising contribution, but it cannot exceed the minimum amount you are required to spend on local advertising unless a majority of the cooperative members agree on a higher contribution. Your cooperative contribution will be credited toward your required local advertising expenditure, but not toward your Advertising Fee. Each member of an advertising cooperative will have one vote per Franchised Restaurant. Each Restaurant operated by BW&R or an affiliate of BW&R in an area in which an advertising cooperative has been established will contribute to the cooperative on the same basis as other members of that cooperative. See Item 11 under the subheading "Advertising Cooperatives" for a more detailed explanation.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Additional training	$1,000 - $4,000 Travel and lodging expenses, wages and wage expenses, plus all other expenses incurred by BW&R in providing the training will be conducted at a location designated by us. You will be trained on those areas in which you or your staff does not qualify, as outlined in the BW&R manuals, Exhibit J, or on new methods, recipes or equipment. You will not be required to attend training more than once per year as long as qualified staff is in charge of operations of your Franchised Restaurant.	On demand	For your first Franchised Restaurant, BW&R provides training for your employees at the Franchised Restaurant for a minimum of five days after opening at no additional cost to you. See Item 11.
POS Management Fee	$225/month or the then current POS Management Fee as listed in the BW&R manuals	Payable by the 5th of each month when location opens for business	POS Management Fee covers POS maintenance/menu item programming, software upgrades & POS related helpdesk assistance.
Audit[5]	$1,800- $6,000 Cost of audit plus 18% per year interest on underpayment	On demand	Payable if the audit is necessary because you fail to furnish required reports or if the audit shows the lower of an underpayment in excess of $200 or understatement of Net Sales by 2% or more
Renewal Fee	$5,000	Upon execution of renewal franchise agreement	Payable to BW&R at the time of renewal
Change-in-Control Fee	$5,000	Before consummation of Change-in-Control	Payable to BW&R when your owners transfer their interest in you such that 50% or more of your voting power immediately after the transaction is vested in persons who are different from those persons with whom 50% of voting power was vested immediately prior to the transaction.
Reimbursement of Expenses	Expenses incurred by BW&R	On demand	Payable to BW&R if you fail to conform restaurant operations to BW&R standards after cure notice and BW&R elects to conform such operations at its own expense.

5 Interest accrues from the date payment was due.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Sales/Use Taxes	Variable	Payable with your royalty or advertising fee payments	You must pay any state or local sales or use tax that may be assessed on the royalties, advertising fees, or other fees you pay to BW&R
Late Fee	$100	On demand	You must pay a $100 late fee on every payment due to BW&R that is more than 5 days late
Interest[6]	18% per year	On demand	In addition to the late fee above, late royalty and advertising fee payments accrue interest at an annual rate of 18% per year beginning 30 days after their due date
Legal Expenses	Amount of expense advanced plus 18% interest per year	On demand	You must pay BW&R's legal fees if they have to sue you to collect any payments due. Legal fees accrue interest at an annual rate of 18% per year beginning 30 days after their due date
Indemnification	Amount of costs and expenses incurred by BW&R plus 18% interest per year	On demand	You must reimburse BW&R for all expenses which it incurs because of your operation of the Franchised Restaurant
Liquidated Damages	Average monthly royalty during the 12 months preceding an abandonment or discontinuance of the franchise, multiplied by the lesser of 24 or the number of months remaining in the term of the franchise	Upon abandonment or discontinuance of the franchise	Payable if you abandon or discontinue the franchise for any reason prior to expiration

Area Development Agreement

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Liquidated Damages[7]	By the thirtieth day after the date when Developer failed to satisfy the development schedule, an amount equal to the initial franchise fee(s) that would have been paid if the Restaurant(s) necessary to satisfy the	Upon failure to satisfy the development schedule and open the agreed upon number of restaurants	Paid to Franchisor and non-refundable. However, payable only if Area Developer fails to meet the development schedule and Area Developer Agreement is not terminated.

6 Interest on royalty payments is payable to BW&R. Interest on advertising fee payments is payable to the network advertising fund.

7 Payable to BW&R by pre-authorized electronic debit from your bank account. All fees are non-refundable and subject to late fees. All fees are paid by per-authorized electronic debit from your bank account.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
	development schedule had been opened, plus a monthly royalty fee of $5,000 on or before the first day of each month after the date when developer failed to satisfy the development schedule, and continuing while the development schedule remains unsatisfied.		

ITEM 7

ESTIMATED INITIAL INVESTMENT

Franchise Agreement: Your Estimated Initial Investment for Free Standing

TYPE OF EXPENDITURE	AMOUNT FOR FREE STANDING BUILDING	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (A)	Between $25,000 and $40,000(B)	Payable in a lump sum.	Upon signing the Franchise Agreement.	BW&R
Building/ Leasehold Improvements (C)	$600,000 to $700,000	As incurred	Before opening	Contractors
Furniture, Fixture & Equipment	$350,000 to $450,000	As incurred	Before opening	Suppliers
Point of Sale (POS) System	$30,000 to $35,000	As incurred	Before opening	Suppliers
Signage (D)	$30,000 to $55,000	As incurred	Before opening	Suppliers
Television & Related Equipment	$125,000 to $150,000	As incurred	Before opening	Suppliers
Miscellaneous Opening Costs (E)	Varies	As incurred	As incurred	Suppliers and Utility Companies

TYPE OF EXPENDITURE	AMOUNT FOR FREE STANDING BUILDING	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Training (Travel, living expenses & in-store training) (F)	$30,000 to $50,000	As incurred	Before or during training	Airlines, Hotels, Restaurants, Car Rentals, Employees
Professional Fees	$20,000 to $30,000	As incurred	As incurred	Architect, accountant & attorney
Alcoholic Beverage License	Varies	Lump sum	Before opening	State or private owner
Insurance	Varies	As incurred	As incurred	Insurance Company
Opening Inventory	$30,000 to $40,000	Lump sum	Before opening	Suppliers
Grand Opening Advertising	$ 10,000 to $12,000	Lump sum payment of $10,000; additional amounts as incurred	Lump sum due upon signing the Franchise Agreement; additional amounts, as incurred	BW&R and Suppliers
Additional Funds - 3 Months (H)	$50,000 to $125,000	As incurred	As incurred	Suppliers, utility companies, payroll company
Land & Site Improvements (I)	Varies	As incurred	As incurred	Contractors, utility companies
Building Structure	$620,000 to $720,000	As Incurred	As incurred	Contractors
TOTAL (J)	**$1,920,000 to $2,407,000**			

Franchise Agreement: Your Estimated Initial Investment for Inline Space

TYPE OF EXPENDITURE	AMOUNT FOR INLINE SPACE	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (A)	Between $25,000 and $40,000 (B)	Payable in a lump sum.	Upon signing the Franchise Agreement.	BW&R

TYPE OF EXPENDITURE	AMOUNT FOR INLINE SPACE	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Building/ Leasehold Improvements (C)	$580,000 to $750,000	As incurred	Before opening	Contractors
Furniture, Fixture & Equipment	$350,000 to $450,000	As incurred	Before opening	Suppliers
Point of Sale (POS) System	$30,000 to $35,000	As incurred	Before opening	Suppliers
Signage (D)	$25,000 to $40,000	As incurred	Before opening	Suppliers
Television & Related Equipment	$125,000 to $150,000	As incurred	Before opening	Suppliers
Miscellaneous Opening Costs (E)	Varies	As incurred	As incurred	Suppliers and Utility Companies
Training (Travel, living expenses & in-store training) (F)	$30,000 to $50,000	As incurred	Before or during training	Airlines, Hotels, Restaurants, Car Rentals, Employees
Pre-Opening Manager Salaries (3 month) & Hourly Associate 1.5 week	Varies	As incurred	Before opening	Employees
Professional Fees	$25,000 to $35,000	As incurred	As incurred	Architect, accountant & attorney
Alcoholic Beverage License	Varies	Lump sum	Before opening	State or private owner
Insurance	Varies	As incurred	As incurred	Insurance Company
Opening Inventory	$30,000 to $40,000	Lump sum	Before opening	Suppliers
Grand Opening Advertising	$10,000 to $12,000	Lump sum payment of $10,000; additional amounts as incurred	Lump sum due upon signing the Franchise Agreement; additional amounts, as incurred	BW&R and Suppliers
Additional Funds - 3 Months (H)	$50,000 to $125,000	As incurred	As incurred	Suppliers, utility companies, payroll company

TYPE OF EXPENDITURE	AMOUNT FOR INLINE SPACE	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Land & Site Improvements (I)	N/A	As incurred	As incurred	Contractors, utility companies
Building Structure	N/A	As Incurred	As incurred	Contractors
TOTAL (J)	**$1,280,000 to $1,727,000**			

(A) Imposed by and payable to BW&R. All fees are non-refundable.

(B) See Item 5 for the different types of franchise fees. All fees payable to BW&R are non-refundable. BW&R does not provide financing for the Franchise Fee or any other part of your initial investment.

(C) The costs for leasehold improvements will vary depending upon several factors, including the geographic location of your Franchised Restaurant, the size of the premises (as noted above, our estimates are based on location of approximately 6,000 square feet for inline space and approximately 6,000 square feet for free standing), the availability and cost of labor and materials, the condition of the premises, and the work that the landlord will perform as the result of lease negotiations. Landlords may, instead of performing some of the work, provide you with credit toward your future rent payments and/or a tenant improvement allowance. We will provide standard plans and specifications for the design and configuration of a prototype Buffalo Wings & Rings restaurant to the approved architect. You will be responsible for adapting the prototype plans to your particular location, complying with all laws applicable to the site (such as the Americans with Disabilities Act), and obtaining all zoning clearances and building permits and certificates. The figures are based upon a landlord contribution of $20 per sq. ft. of tenant improvements.

(D) Signage includes exterior signs and awnings that bear our proprietary marks. The cost of signage and awnings will vary depending upon the type, size, and location of the signs and awnings, and may also be affected by local restrictions. You will be required to erect or affix an exterior sign and awning to the Franchised Restaurant and a freestanding sign near the road on which the Franchised Restaurant is located.

(E) Includes carry out menus, uniforms, safe, computer, office supplies, and security deposits, etc.

(F) BW&R does not charge an additional fee for the initial training, but you must pay the expenses of travel, lodging, food, wages and workers' compensation for you and your employees during the training program. These expenses will vary depending upon the number of persons attending training, the distance and method of travel, the availability and quality of your hotel and restaurant accommodations and living expenses during the training program.

(G) You should have approximately $50,000 to $125,000 of additional funds for such expenses as payroll costs and working capital for the first 3 months of operation. These figures are estimates and we cannot guarantee that you will not have additional expenses when starting the business. This estimate does not provide for an owner's draw. You must have additional monies available, whether in cash or through a line of credit, or have other assets which you may liquidate, or against which you can borrow, to cover your personal living expenses and any operation losses sustained during the start-up and development stage of your business. The amount of necessary reserves will vary greatly from franchisee to franchisee depending upon many factors including your personal requirements, the Net Sales and success of your business, which will be affected by how much you follow BW&R methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for our menu items, and competition. You may also incur expenses for business license fees, legal fees, accounting fees and local permits and operating authorizations necessary to start your business, which may vary considerably from one area to another.

(H) The costs for site improvements will vary depending upon several factors, including the geographic location of your Franchised Restaurant, the size of the premises, the condition of the land, availability of utilities and planning and zoning regulations. These figures include site work, parking lot, lighting, landscaping, impact fees and utility hook up.

(I) The total figures listed in the above charts do not include cost of land, an owner's draw, compensation for your time or labor, or real estate costs, and may not include the full cost of an alcoholic beverage license. Nor do the total figures take into account any finance charges, interest, debt service obligation, or the costs that you may incur to finance all or any portion of your investment. In addition to the initial investment itemized in the chart above, you must have additional monies available, whether in cash or through a line of credit, or have other assets that you may liquidate, or against which you can borrow, to cover your personal living expenses and any operating losses sustained during the start-up and development stage of your business. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer direct or indirect financing to franchisees for any item. The availability and terms of financing will depend upon your credit worthiness, collateral that you may have and the lending policies of financial institutions.

(J) Imposed by and payable to BW&R. All fees are non-refundable.

Estimated Initial Investment for Area Development Agreement

If you sign an Area Development Agreement, your initial investment for your first restaurant will be the same as the set forth in the above Item 7 chart. You will also pay a one-time Area Development Fee as described in Item 5 above. This is the only additional initial investment with respect to an Area Development Agreement. The initial franchise fees for each subsequent restaurant opened under an Area Development Agreement is described in Item 5 above. You should expect the initial investments associated with subsequently opened restaurant to be higher than that for your initial restaurant due to inflation and other economic factors.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

This Item describes your only obligations to buy or lease from us or our designees, from suppliers we approve, or in accordance with our specifications. BW&R negotiates purchase arrangements

with suppliers in order to receive quantity and quality discounts for franchisees and for company-operated restaurants.

Required Purchases of Goods and Services from Designated and Approved Suppliers. You must purchase the following goods and services from designated suppliers: chicken wings, sauces, chicken tenders, appetizer items, hamburger patties, bakery items, soda/beverages, paper goods, signage and logo items, uniforms, credit card services, promotional materials, payroll, Point of Sale (POS) system, equipment, furniture, millwork package, architectural services, software programs, and any other items that we may specify. We require you to purchase these items from designated suppliers so that the products and services offered by all franchisees are consistent in quality. We have established specifications for restaurant construction and design, signs, promotional materials, operational procedures, production methods, equipment and smallwares, paper goods, and other items bearing our trademarks and names. All specifications are contained in our manuals. We may modify the specifications by changing our manuals or otherwise notifying you in writing. Our manuals contain a list of designated or approved brands, models, suppliers and distributors. We will provide you with a list of required and suggested inventory, equipment and supplies after you purchase your franchise.

The Franchised Restaurant must at all times maintain an inventory of ingredients, food and beverage products and other products, materials and supplies that will permit its operation at maximum capacity.

You may be required to purchase certain proprietary items (such as sauces and other ingredients, or items bearing our trademarks) directly from us. If we require you to purchase proprietary items directly from us, we will derive revenue from those purchases. Neither BW&R nor its officers own any interest in any of its suppliers. At this time we do not require you to purchase any items directly from us but we reserve the right to do so in the future, and if we do so, we will make the required disclosures to you of our revenue from those sales.

Advertising. You may not use any advertising, promotional, or marketing materials that we have not approved or that we have disapproved. See Item 11 for more information about advertising approval.

Insurance. Before opening your Franchised Restaurant, you must obtain, and maintain at all times during the term of your franchise agreement, the following insurance coverage:

- All-Risk Insurance on the Franchised Restaurant and all furniture, fixtures, equipment, signs, exterior glass, supplies and other property used in the operation of the Franchised Restaurant (including flood and/or earthquake coverage where applicable, and theft insurance), for the full repair and replacement value without any co-insurance clause.
- Commercial General Liability Insurance covering claims for personal and advertising injury, death, property and fire damage, liquor liability, and medical payments, with a minimum per occurrence limit of $1,000,000 and a minimum general aggregate limit of $2,000,000.
- Products/Completed Operations Aggregate with a minimum coverage of $2,000,000.
- Automobile Liability Insurance for owned, hired, and non-owned vehicles with a minimum combined single limit of $1,000,000.

- Business Interruption Insurance for actual losses sustained.
- Worker's Compensation Insurance that complies with the statutory requirements of the state in which the Franchised Restaurant is located and Employers' Liability Insurance with a minimum limit of $100,000 or, if greater, the statutory minimum limit if required by state law.
- Any other insurance coverage that may be required by your lease.

All insurance policies must name BW&R as an additional insured, and no policy may have a deductible of more than $5,000. You cannot open your Franchised Restaurant until you have obtained all the required insurance coverage. If you fail to obtain and maintain this insurance coverage, we have the right to procure it on your behalf and to charge you for the cost plus interest. We have the right to increase the minimum coverage, decrease the maximum deductible, or require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances. We must give you at least 30 days' written notice. In order to take advantage of discount premiums, we may require you to obtain the insurance as part of a group together with BW&R and other Buffalo Wings & Rings franchisees through our insurance carrier or insurance agent.

Leases. If you occupy the premises for your Franchised Restaurant under a lease, you must, before executing the lease, submit it to us for our written approval. Your lease (or a rider to the lease) must contain the lease terms that we reasonably require, which may include the lease terms contained in the Site Selection Addendum (Exhibit FA-II) to the Franchise Agreement.

You must purchase a Point of Sale (POS) system designated by us, which includes a backup PC which must be compatible with the POS system designated by us. Internet access and high-speed internet service are required. The database and programming that is used with the POS system is proprietary and confidential and remains BW&R intellectual property. A separate computer (any model) is recommended for business operations with Internet access and Microsoft Office Suite software. You will be required to upgrade the POS system as required to remain current with our reporting requirements. However, you will not be required to replace the system more than once every 5 years. The POS system will be used to track sales, product mix, inventory and labor and management reports. We will have access to the data from a remote computer. We will use the data to assist you in managing your business and to calculate royalties and advertising fees. There are no contractual limitations on our right to access the information and data.

You must use BW&R approved architects for design and layout of your franchised restaurant. This will insure consistency and compliance with the BW&R system. Subject to availability, you may purchase promotional materials from us.

Suppliers in which Franchisor's Officers Own an Interest. None of Franchisor's officers own an interest in any suppliers.

Approval of Alternative Suppliers. If you wish to purchase goods or services from a supplier not currently approved, you must submit a written request to us, along with a non-refundable payment to us of $500 per request to defray the costs of our evaluation. The supplier must provide us with its written specifications for the goods or services, availability of supply and stock, schedule of deliveries, price per item as landed in each location, and any other information we request. We will notify you of our approval or disapproval of the supplier within 14 days after we receive all the required information. We approve suppliers based upon the following criteria: (i)

quality of goods (i.e., size and composition of products, specific manufacturers, brands, etc.), (ii) stock and service (i.e., ability to timely deliver goods, frequency of deliveries, and willingness to make special deliveries in case of need), and (iii) price of the product including delivery must be better than that of previously approved suppliers. We may revoke the approval of a supplier at any time for any of the following reasons, in our discretion: poor service, inability to maintain sufficient quantity or quality of goods, inability to meet or maintain acceptable pricing, or inability to meet acceptable delivery schedule. You must discontinue purchases from a supplier within 7 days after you receive written notice of revocation of approval from us. You or the supplier will reimburse BW&R for the costs associated with approving a supplier's goods or services.

Revenue from Franchisee Purchases. We may receive rebates and royalties as a result of purchases by franchisees and company-owned stores from required suppliers. The amount of the rebates is based upon a percentage or flat amount of product purchases. In certain circumstances, a supplier or manufacturer may pay a signing bonus to BW&R. In 2017, BW&R received rebates of $566,388 as a result of purchases by franchisees and corporate restaurants. These rebates were deposited into the Business Building Fund (the "BBF") for the benefit of all Buffalo Wings & Rings restaurants, with expenditures to be made at the sole discretion of BW&R. In the future, BW&R may deposit rebates in the BBF or it may use rebates for its general business purposes. In addition, BW&R owns certain proprietary formulations for products sold in the BW&R restaurants. BW&R received royalty payments from BW&R's proprietary product supplier of $75,604 based on a flat fee per case sold by the supplier. We used this revenue for research and development of proprietary recipes and other business purposes. Our total revenues for 2017 were $12,861,044; the $75,604 BW&R received from its proprietary products was less than 1% of our total revenues.

BW&R does not provide special or material benefits to franchisees based on their use of or purchases from designated or approved sources, although in considering whether to renew or grant additional franchises, we will consider compliance with the requirements described in this Item.

BW&R estimates that the cost of goods and services purchased in accordance with the specifications described above (including your lease and insurance costs) will represent approximately 90% to 95% of your initial investment to commence the operation of your Franchised Restaurant (the exact percentage will depend upon the amount of your other variable start-up expenses), and approximately 85% to 98% of your overall purchases in operating the Franchised Restaurant. Except as described above, we do not offer or sell equipment or supplies to franchisees or derive revenue from franchisees' purchases of equipment or supplies from other suppliers. None of the suppliers designated or approved by us is an affiliate of BW&R. As the date of this Franchise Disclosure Document, there are no purchasing or distribution cooperatives. We have negotiated purchase arrangements with some suppliers for the benefit of franchisees, and you receive the benefit of those negotiated prices. You may receive a material benefit from some suppliers who may give rebates to you based on your purchases. We must approve any type of rebate arrangement you enter into with any supplier.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and Area Development Agreement. It will help you find more detailed information about your obligations in these agreements and in other items of this Franchise Disclosure Document.

Franchise Agreement and Area Development Agreement

Obligation	Section in Franchise Agreement	Section in Area Development Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	1	4	7 and 11
b. Pre-opening purchases/leases	6, 7	4	7 and 8
c. Site development and other pre-opening requirements	6	4	7 and 11
d. Initial and ongoing training	11	Not Applicable	11
e. Opening	Not Applicable	5	11
f. Fees	3	6	5 & 6
g. Compliance with standards and policies/BW&R manuals	10 and 14	4	11
h. Trademarks and proprietary information	5 and 15	8	13 and 14
i. Restrictions on products/services offered	7	Not Applicable	8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable	None
k. Territorial development and sales quotas	4	2 and 5	12
l. Ongoing product/service purchases	7	Not Applicable	8 and 16
m. Maintenance, appearance and remodeling requirements	6	Not Applicable	11
n. Insurance	13 and Exhibit FA-III	Not Applicable	7 and 8
o. Advertising	16	Not Applicable	6 and 11
p. Indemnification	12 and Guarantee, Indemnification and Acknowledgment	15	6
q. Owner's participation/management/ staffing	9	7	11 and 15
r. Records and reports	8	5	6
s. Inspections and audits	8 and 10	Not Applicable	6 and 11

Obligation	Section in Franchise Agreement	Section in Area Development Agreement	Item in Franchise Disclosure Document
t. Transfer	22	11	17
u. Renewal	2	3	17
v. Post-termination obligations	19 and Employee Confidentiality Agreement	7	17
w. Non-competition covenants	18	7	17
x. Dispute resolution	28	15	17

ITEM 10

FINANCING

BW&R does not offer direct or indirect financing. BW&R does not guarantee your note, lease or obligations to third parties. However, BW&R reserves the right to make financial concessions to its franchisees as it sees fit under individual circumstances.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Before you open your Franchised Restaurant:

(1) We will approve or disapprove a site that you select for the actual location of the Franchised Restaurant. §1.2 of the Franchise Agreement; §3 of the Site Selection Addendum FA-II. Also see below in this Item 11 for more information relating to site selection and our approval.

(2) We will designate your protected territory. In our discretion, BW&R will designate the boundaries by postal ZIP Codes℠ [8], roads, political boundaries (municipal, county, state or national borders), geographic boundaries (such as lakes, rivers and oceans), a radius defined by driving distance from approved location or a combination of these factors. If the boundaries of your territory are altered by a third party (*e.g.*, the Postal Service alters the boundary or number of a ZIP Code assigned to you), we will re-define the boundaries of your territory to correspond as nearly as possible to your original territory. Our decision on this matter will be final. §4 of the Franchise Agreement.

(3) If you lease the site for your Franchised Restaurant, we will approve or disapprove your lease. We may require, as a condition of approval, that your lease contain the lease terms specified. §6.2 of the Franchise Agreement and the Site Selection Addendum FA-II.

8 ZIP Code℠ is a service mark of the United States Postal Service in the United States and other countries.

(4) We will provide standard plans and specifications for the design and configuration of a prototype Buffalo Wings & Rings Restaurant to the approved architect. We may provide the approved architect with paper copies of these items or digitally in .PDF format after you sign the Franchise Agreement. §6.1 of the Franchise Agreement.

(5) We will provide an initial training program for you (or, if the franchisee is not an individual, for the person designated by the franchisee as responsible for the general oversight and management of the Franchised Restaurant) and all of the franchisee's managers and assistant managers. §11.1 of the Franchise Agreement.

(6) We will loan you a copy (or give you access to a virtual copy) of our BW&R manuals, which contain mandatory and suggested specifications, standards, forms and procedures for operating the Franchised Restaurant. §14.1 of the Franchise Agreement. Our manuals are confidential and remain our property at all times. You will receive a copy of the manuals or access to the manuals in digital format after you sign the Franchise Agreement. We may modify the manuals from time to time, but the modification will not alter your status and rights under the Franchise Agreement. You must keep the manuals confidential and current, and you may not copy any part of them. The table of contents of the BW&R manuals is reproduced in Exhibit J. The total number of pages in the BW&R manuals as of March 2018 referred to in this Franchise Disclosure Document is 702. We have the right to provide you with a digital version of the BW&R manuals via a franchisee extranet, compact disk or DVD.

(7) We will provide written specifications and a list of approved suppliers for all equipment, supplies, products and services necessary to operate your Franchised Restaurant. §7.3 of the Franchise Agreement. See Item 8 of this Franchise Disclosure Document for an explanation of the requirements for purchasing these materials.

(8) We may inspect your Franchised Restaurant before opening. §6.8 of the Franchise Agreement.

(9) We will provide such on-site pre-opening and opening assistance as we deem advisable. §11.2 of the Franchise Agreement; §4 of the Site Selection Addendum FA-II.

Length of Time to Open Franchised Business. We estimate that the typical time period between signing the Franchise Agreement and opening a new Buffalo Wings & Rings restaurant will range from 9 to 18 months. The factors that affect the length of this time period are your ability to locate a site, negotiate the lease, secure satisfactory financing, obtain necessary permits and licensing (including a liquor license), construct or build out an existing site for the Franchised Restaurant, purchase and install furniture, fixtures, equipment, signs and supplies, and your ability to hire and train personnel and schedule your initial marketing campaign. You must open your Franchised Restaurant within 18 months after signing the Franchise Agreement or we have the right to terminate your franchise without refunding any fees you have paid. §6.6 of the Franchise Agreement.

Our Assistance to You. During the operation of the Franchised Restaurant, we will or may, as indicated, provide the following assistance to you:

(1) We may conduct periodic inspections of your Franchised Restaurant and provide evaluations of the products and services sold at the Franchised Restaurant. §8.2 of the Franchise Agreement.

(2) We will make available training for replacement managers and additional training programs, at your expense, as we deem appropriate. §11.1 of the Franchise Agreement.

(3) We will have the right, in our discretion, to establish and maintain advertising funds for network and/or regional advertising and promotion of the System. §16.1 of the Franchise Agreement.

Advertising. We are not obligated by the Franchise Agreement to conduct any advertising for your restaurant or for all of the BW&R restaurants. You must conduct advertising, promotion, and public relations directly related to your Franchised Restaurant within your local trading area, and you must spend a certain amount for these expenses each month. §16.9 of the Franchise Agreement. (See next paragraph under the heading "Minimum Local Advertising Expenditures" for a more detailed explanation of the local advertising requirements) We will provide you with a number of digital advertisements for use in various media (we can either provide you with these items at the time of your initial training or provide you with instructions for downloading them from our extranet website after you complete the initial training program), but you are free to use your own advertising material so long as we approve it first. If you wish to use an advertisement that we have not provided and that has not been previously approved, you must first submit it to us for approval. The approval of advertising will be made on a case-by-case basis using purely subjective criteria. All of your advertising in any medium must be conducted in a dignified manner, be completely accurate, truthful, and not misleading, conform to standards and requirements listed in the BW&R manuals and to all applicable laws and regulations regarding consumer advertising, and contain a notice that your Franchised Restaurant is independently owned and operated. Any advertisement that you develop for your Buffalo Wings & Rings franchise automatically becomes our property, and we may use it for our other franchisees without compensating you. §16.8 of the Franchise Agreement. BW&R maintains all rights regarding promotions and advertising initiatives.

Minimum Local Advertising Expenditures. To generate customers for your Franchised Restaurant, you must conduct, at your expense, advertising, promotion, and public relations directly related to your Franchised Restaurant within your local trading area ("Local Advertising"). During the first 2 years after you open the Franchised Restaurant, you must spend at least $200 per month for Local Advertising. After your first 2 years of operation, you must spend at least 1% of your Net Sales for Local Advertising. Upon request, you must give us a detailed report of your monthly Local Advertising expenditures for each month by the last day of the following month. If you fail to spend at least the minimum amount required for Local Advertising, at the option of BW&R you must pay the difference to the advertising fund by the last day of the following month.

Grand Opening Promotion. (§16.9 of the Franchise Agreement) Upon your execution of the Franchise Agreement, you must pay us $10,000 for the use in a grand opening campaign. Prior to opening your Franchised Restaurant, you will submit to BW&R a grand opening plan for conducting advertising and marketing activities with expenditures of at least $10,000, which must be approved by BW&R in writing. Your grand opening promotion may include television and radio stations, newspapers, direct mail, and billboards located in your market. During the first sixty (60) days of operation of your Franchised Restaurant, you agree to conduct the grand opening in accordance with the approved plan. You may submit to BW&R invoices incurred by you in the connection with the approved grand opening plan and BW&R will reimburse you for such expenses up to $10,000.

Social Media/Web Presence. (§16.7 of the Franchise Agreement) Although not required to do so by the Franchise Agreement, we may maintain a website to promote your products and

services and the sale of our franchises and to provide contact information for Buffalo Wings & Rings Restaurant locations. We will include your Franchised Restaurant contact information on a separate page on the Buffalo Wings & Rings website. You may not establish your own website, social media page, web page, or URL for your Franchised Restaurant or using any of our trademarks. You may not advertise your products or services or use our trademarks in any other listing, banner, advertisement, or any other service or link on or to the Internet, World Wide Web, Internet service providers, electronic mail services, communication providers, search engines, social media outlet or similar services, without our prior written approval.

Advertising Cooperatives. (§16.11 of the Franchise Agreement) We may establish, change, dissolve, or merge local or regional marketing and advertising cooperatives in geographical areas with two or more Buffalo Wings & Rings franchises. Advertising cooperatives may be established for areas covered by advertising media relevant to particular geographic markets, metropolitan or metropolitan statistical areas, the restaurant industry, or our advertising strategies, in our discretion. If we establish an advertising cooperative in an area, each franchise within the cooperative area must join and contribute to the cooperative each month. Your cooperative contribution will be credited toward your required Local Advertising expenditure, but not toward your network advertising fee. Either the cooperative or BW&R will determine the amount of your monthly contribution, but it cannot exceed 1% of your Net Sales unless a majority of the cooperative members agree on a higher contribution. The members of each cooperative will be responsible for its administration, subject to our approval. Each member of an advertising cooperative will have one vote per franchise. Each cooperative will operate from written governing documents and must prepare monthly financial statements, all of which will be available for its members' review. Each BW&R-owned location in an area in which an advertising cooperative has been established will contribute to the cooperative on the same basis as other members of that cooperative. As of the date of this Franchise Disclosure Document, we have not established any advertising cooperatives.

Network Advertising Fund. (§§16.2-16.4 of the Franchise Agreement) You must pay a weekly advertising fee of up to 4% of your Net Sales to the network advertising fund (the "NAF") (see Item 6 of this Franchise Disclosure Document). All advertising fees are maintained in a separate account and will be spent as we deem appropriate on maintaining, administering, researching, directing, producing and preparing advertising and/or promotional activities or products on a national, regional, and local basis, including without limitation, the costs of preparing or conducting advertising campaigns in various media; direct mail, billboard, newspaper, television, website, social media or radio advertising; producing promotional seminars; marketing surveys, market research, public relations activities; (employing agencies to assist utilizing third party vendors and advisors therewith); product and menu development; menu photography; menu printing; salaries and benefits of personnel who manage and administer the NAF and work on the NAF business/activities; administrative costs and travel expenses; and production of other marketing materials for franchisees in our system. Each BW&R-owned location, if any, will contribute to the NAF on the same basis as franchisees.

The NAF's principal purposes are to maximize recognition of the Marks and increase patronage of Buffalo Wings & Rings® Restaurants. Although our goal is to use the NAF to benefit all Buffalo Wings & Rings® Restaurants, we are under no obligation to ensure that NAF expenditures in or affecting any geographic area are proportionate or equivalent to NAF contributions made by Buffalo Wings & Rings® Restaurants operating in that geographic area, or that any Buffalo Wings & Rings® Restaurant benefits from the development of advertising and marketing materials, or the placement of advertising, directly or in proportion to its NAF contribution. In other words, we are not and will not be, required to spend any specific amount of the NAF in your market area.

We may, at the NAF's expense, use collection agents and institute legal proceedings to collect NAF contributions. We also may forgive, waive, settle, and compromise all claims by or against the NAF in our sale discretion. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, or maintaining, directing, or administering the NAF.

To protect the goodwill we have accumulated in the "Buffalo Wings & Rings®" name and other Marks, we reserve the right to review all advertising, promotional, or marketing materials you use to advertise your Restaurant. If you have local advertising or promotional materials which have not been created by us, you must follow our formal submission and approval process and receive written approval before using those materials. We may require you to use the local advertising agency we designate and the advertising materials we create. You must not use any advertising, promotional, or marketing materials we have not had the opportunity to approve or have expressly disapproved.

Our accounting personnel administer the NAF. The NAF is not audited. We are not required to account to franchisees for the way we spend NAF contributions and do not prepare formal financial statements. If you request the NAF records we maintain, we may (at our option) send you a copy or give you access to these records at our main office.

BW&R currently collects 2% of Net Sales for the NAF from franchisees. Some franchisees are exempt from this requirement on the basis of the number of operating BW&R restaurants in their market and in addition, special purpose outlets may be exempt from this requirement. During the last fiscal year of the National Fund (ending on December 31, 2017), spent in the table below. The NAF is used for the benefit of the System. The NAF is not and will not be an asset of BW&R. Except as disclosed above, neither BW&R nor its affiliates receive any payment from the NAF.

Placement	66.84%
Production	10.66%
Administrative Expenses	9.65%
Research	7.07%
Customer Satisfaction	3.79%

We have no fiduciary obligation to you for administering the NAF or any other reason. The NAF may spend in any fiscal year more or less than the total NAF contributions in that year or the unspent contributions then available in the NAF (if rolled over from a previous year), borrow from us or our affiliates (paying reasonable interest) to cover deficits, or invest any surplus for future use. At the end of our fiscal year, unused NAF contributions will roll over for use during the following fiscal year. We will not use the NAF to develop materials and programs, the purpose of which is primarily to solicit franchisees. However, media, materials, and programs, including the Buffalo Wings & Rings Website, prepared using NAF contributions, may describe our franchise program, reference the availability of franchises and related information, and process franchise leads.

Social Media. You are expected to understand and follow our Social Media Guidelines which are contained in our manuals. These guidelines will continually evolve as new technologies and social

networking tools emerge. Emerging social media platforms for online collaboration are fundamentally changing the way our brand engages with its customers. We are committed to driving brand awareness and affinity through relevant content to help us build a stronger, more successful community and System. Franchisees are strictly prohibited from creating social media pages for individual Restaurants (or a cooperative group of Restaurants) on any social or networking website, including Facebook, Twitter, Snapchat, YouTube, Pinterest, Instagram, Foursquare, or any similar sites, without our prior written consent in each instance. We may withhold our consent to create such social media pages for any reason. Our Digital Marketing department provides the opportunity for individual restaurants and cooperative markets to promote unique geo-targeted messages through an approved content submission process.

Point of Sale (POS) System. (§7.10 of the Franchise Agreement) You must purchase a POS system for use in your Franchised Restaurant from our designated supplier. The database and programming that is used with the POS system is proprietary and confidential and remains the intellectual property of BW&R. The POS system generates reports for sales, inventory, employee time, clerk sales and product tracking. We will have independent access to the information and data generated by your system. The data will be used to assist you in managing your business and to calculate royalty and advertising payments. There are no contractual limitations on our right to access the information and data. You will be required to upgrade the POS system as needed to remain current with the reporting requirements. The estimated cost of the POS system is included in the table in Item 7 of this Franchise Disclosure Document and ranges from $30,000-$35,000. BW&R will provide a Remote POS Helpdesk support, POS programming support, POS version upgrades at a cost of $225/month or the then current POS Management Fee in the BW&R manuals (POS Management Fee). We may utilize a 3rd party support partner for greater support coverage. POS hardware support may also be outsourced. An additional annual cost of $5,000-$10,000 may be incurred for software upgrades, hardware repair or replacement costs. Any major POS upgrades or hardware changes are at the cost of the Franchisee above the monthly fee.

Computer Hardware and Software. (§7.10 of the Franchise Agreement) To operate your Franchised Restaurant, you will also need a personal computer and Microsoft Office Suite software. The personal computer and required software can cost from $500 to $1,500 and a maintenance plan and virus protection for your computer can cost from $100 to $450 per year. The specifications and a list of approved suppliers for the computer hardware and software are contained in the BW&R manuals. Internet access and high-speed service are required. You will not be required to replace the system more than every 5 years.

Franchisee Meetings. Although not required by the Franchise Agreement, we may hold regional or national meetings with our operations and support personnel and franchisees to discuss sales techniques, operating procedures and techniques, personnel issues, and marketing methods, and to introduce new products or services, management tools, marketing programs, or promotional items. When meetings are held, we have the right to require you (or, if the franchisee is not an individual, the person designated by the franchisee as responsible for the general oversight and management of the franchised business) to attend these meeting at least once every other year. We may charge you a reasonable fee to attend these meetings. You must also pay all of your travel and living expenses to attend these meetings. §11.7 of the Franchise Agreement. The meetings will be a minimum of a half day and no longer than 3 days and will be held at our corporate offices or a location designated by BW&R. The cost of attending could range from $50 to $3,000, depending upon the duration, the distance you must travel, the number of staff you enroll, and your hotel, travel and meal expenses.

Location of Franchised Business. We will approve or disapprove a site that you select within your protected territory for the actual location of your Franchised Restaurant. You may not operate your franchise until we approve the location. If you have not selected a site by the time you sign the franchise agreement, we will provide you with site selection guidelines and site selection counseling and assistance. §4(a) of the Site Selection Addendum. The criteria used to approve a location include population, other businesses in the area, the health of the businesses in the area, major generators (movies, schools, large shopping centers, hospitals), traffic in the area, residential and business backup, seasonality of the business, and income levels, ingress and egress to the location, and governmental requirements. You must submit a Location Report to us containing all information we request about your proposed location, including population density, demographics, proximity to other retail businesses, proximity to other Buffalo Wings & Rings Restaurants, traffic count, traffic flow and entrance to and exit from the site. We assist you in the site selection by reviewing this information to determine if the site meets the site criteria for a Buffalo Wings & Rings Restaurant. Our approval of a site for your Franchised Restaurant is not a guarantee or any assurance that your Franchised Restaurant will be profitable or successful. We will notify you whether we approve of a proposed site within 30 days after we receive the Location Report. We will also provide you with such on-site evaluation as we consider advisable in response to your request for approval of a site. We will provide up to 2 on-site evaluations at no charge for the first Buffalo Wings & Rings franchise you purchase. We will provide 1 on-site evaluation at no charge for each franchise you purchase after that. You must reimburse us for our expenses for any additional on-site evaluations. §4(b) of the Site Selection Addendum. If you fail to secure an approved location for your Franchised Restaurant within 6 months after the date you sign your franchise agreement, we may terminate the franchise agreement. We may also terminate the franchise agreement if you fail to obtain possession of an approved location within 90 days after we have approved it, or to open the Franchised Restaurant within 12 months after the date you sign your franchise agreement. §1.2 of the Franchise Agreement.

Training. (§11 of the Franchise Agreement) Before opening your Franchised Restaurant, we will provide a 5 weeks customized management training program. Customization will be based on individual's level of experience as well as assessments conducted by the BW&R training team. A minimum of two management employees and an equity owner must be trained before you are allowed to open your restaurant. Our executives, managers and trainers will, at our corporate headquarters, at a Greater Cincinnati Area BW&R-owned store, or at the corporate training store, conduct all of the training. We do not charge for the initial training, but you must pay the travel, lodging, food, wages, and wage-related expenses of you and your employees during the training program. The initial training program is mandatory—you may not open your Franchised Restaurant until you (or, if you are not an individual, the person designated by you as responsible for the general oversight and management of the Franchised Restaurant) and your management employees complete the training program to our satisfaction. The content of our initial training program appears below. Training for management staff will be conducted a minimum of ten weeks prior to restaurant opening.

The trainers are BW&R's Vice President of Learning and Development, Susan Milkowski Director of Operations, Training Managers and the Franchise Business Managers. Their business experience is outlined in Item 2 of this Franchise Disclosure Document. Susan Milkowski has over 30 years of training and operations experience in the restaurant business, and 9 of those years have been with BW&R. Additional training programs are conducted on an as-needed basis. The Table of Contents of the BW&R manuals (including page numbers for each manual) is attached as Exhibit J. The manuals consist of a total of 702 pages.

We will also provide a minimum of seven days on-site training at your Franchised Restaurant. We will not charge you for the on-site training if you are opening your first Buffalo Wings & Rings Restaurant. If you open additional Franchised Restaurants, you must reimburse us for the actual wages, wage-related expenses, travel and lodging expenses, and food and beverage expenses that we incur through such training.

For additional training after the initial and on-site training described above, or if you employ new managers or assistant managers, you must pay us for the actual wages, wage-related expenses, travel and lodging expenses all other expenses (such as food and beverage expenses) that our representatives incur during the additional training if you choose to have the training conducted at your Franchised Restaurant. Alternatively, you must pay for all travel, lodging, food, wages, and wage-related expenses of you and your employees if you request to have the training conducted at one of our facilities or at an approved location in the greater Cincinnati area. Franchisor reserves the right to deny requests. Manager and assistant managers employed after your Franchised Restaurant is open must complete the initial training program to our satisfaction within 60 days after their employment.

Item 11 Table

TRAINING PROGRAMS

MANAGEMENT TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Management Training Welcome; BW&R Brand/Cultural orientation; Menu Innovation; BW&R Support Processes/introductions	7		Corporate training center
Management Training Restaurant Operations: Preventative Maintenance; Guest Experience Cycle; Shift Management; Tools and Systems; Marketing: Local Store Marketing; Public Relations; National Programs	7	9 (daily)	Corporate training center Training restaurant
Management Training POS: Back office computer operations; Reporting: EM	4	8	Corporate training center Training restaurant
Management Training Management: Leadership; Effective Communication; Problem Solving; Positive Work Environment; Guest resolution; My Buffalo	8		Corporate training center Training restaurant

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON–THE-JOB TRAINING	LOCATION
Management Training Food Safety Certification	16		Corporate training center Training restaurant
Management Training Financial Management: Managing Food Labor, and Bar Costs; P&L Analysis and Understanding	4	14	Corporate training center Training restaurant
Management Training Human Resources: Sourcing; Interviewing; On boarding; Team Training and Development	8	2	Corporate training center Training restaurant
Position Specific Training The Role of the Host; The Role of the Server; The Role of the Bartender; The Role of the Expo	1	20	Corporate training center Training restaurant
Position Specific Training The Prep Role The Role of the Cook	1	25	Corporate training Center Training restaurant

CREW TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF EXPERIENTIAL TRAINING	LOCATION
Crew Training Cultural/Brand Orientation to BW&R; Store Tour; Food Safety; Menu Descriptions	4	Not applicable	Day 1 Franchise Location
Crew Training Review lessons from Day one; **Menu Test**; Intro to POS; Position training; Food Tasting; BOH set-up; Fryer Training; Introductions to the work stations; Food preparation; Clean-up	2	2	Day 2 Franchise Location

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF EXPERIENTIAL TRAINING	LOCATION
Crew Training Review lessons from Day Two; Guest Experience Cycle; Alcohol Beverage Description training; Alcohol Safety; POS hands-on training; food tasting; service role-play; Cooking procedures; Clean-up. **A test will be given at end of day 3 on position expectations.**	1	3	Day 3 Franchise Location
Crew Training Review lessons from day three; Hands on position practice; Store Set Up; Role play; menu tasting; Plating and Carry out packaging; **Final testing of team.**		4	Day 4 Franchise Location
Crew Training Review; Store Set up; Opening and Closing routines; Hands on position practice; Full FOH and BOH mocks; Overview of Family & Friends Event; Service Aptitude Test		6	Day 5 Franchise Location
Crew Training Opening Routine; Family & Friends event; Closing routine; VIP Overview	1	6	Day 6 Franchise Location
Crew Training Opening Routine; VIP Events (Lunch/Dinner); Closing Routines		8	Day 7 Franchise Location

ITEM 12

TERRITORY

Franchise Agreement. We will grant you a protected territory, which will be delineated by primary streets and highways or driving distance. The protected area depends upon the demographics of your location (population density, median income, industry, residential properties, major

generators, etc.). We will identify your protected territory before you sign your franchise agreement. Your Franchised Restaurant will be located at a site selected by you and approved by us within your protected territory. You may not operate from more than one location or change the location of your Franchised Restaurant without our prior approval. The criteria for approving a replacement location will be the same as the criteria then in effect for approving an initial location. The minimum protected territory is a one-mile radius. The franchise agreement allows us to establish special purpose outlets in your protected territory. Your protected territory therefore will not include protections against the opening of BW&R-owned or franchised special purpose outlets. Special purpose outlets are non-traditional outlets, such as restaurants or kiosks located inside shopping malls, hospitals, airports, university or college campuses, amusement parks, sports arenas, military bases, national parks, casinos, hotels or similar establishments. We have not yet established any special purpose outlets, but reserve the right to do so. We will not establish, or franchise another to establish, a Buffalo Wings & Rings Restaurant within your protected territory (except for special purpose outlets) so long as you are in full compliance with all of the terms of your franchise agreement and all of the methods, procedures, standards and specifications required by BW&R in the BW&R manuals or otherwise in writing. If at any time you are not in full compliance with all of the terms of your franchise agreement and all of our methods, procedures, standards and specifications, we can establish or franchise another to establish a Buffalo Wings & Rings Restaurant within your territory. In addition, if the population of your protected territory increases by more than 25% from the population at the beginning of the term of your franchise agreement, we have the right to establish or franchise another to establish a Buffalo Wings & Rings Restaurant within your territory, except that, if you are in full compliance with all of the terms of your franchise agreement and all of the methods, procedures, standards and specifications required by BW&R in the BW&R manuals or otherwise in writing, we will give you a right of first refusal to establish an additional Buffalo Wings & Rings Restaurant within your protected territory. We may change your protected territory upon any renewal of your franchise. There are no other circumstances that would permit us to modify your territorial rights.

Your protected territory does not confer marketing or customer exclusivity. Other Buffalo Wings & Rings Restaurants may promote and provide products and services to customers who live or work in your protected territory. We have the right to operate and license others to operate a Buffalo Wings & Rings Restaurant at any location outside your protected territory.

We have the right to distribute our sauces and other proprietary products and food items under our trademarks to grocery stores and other retail outlets that may be located within your protected territory. You have the right to sell these items at retail at your Franchised Restaurant in accordance with the Franchise Agreement and rules that we establish.

We do not pay you for soliciting or accepting orders from inside your territory.

We have the right to establish or franchise others to establish restaurants offering, under different trade names or trademarks, goods or services similar to or competitive with those to be offered for sale by you.

Except for the right of first refusal described above, you do not receive the right to acquire additional franchises in your protected territory or in contiguous territories. There are no minimum sales quotas. Your rights to your protected territory are not dependent upon your achievement of a certain sales volume, market penetration, or other contingency.

If we acquire a system of restaurants that serve chicken wings as a signature item we will offer you the option to purchase and operate, as a Buffalo Wings & Rings Restaurant, any location of

the acquired system that is located within your protected territory (excluding locations to be operated by a licensee of the acquired system). We will notify you of our purchase of the acquired system and the terms and conditions applicable to your option to purchase any acquired locations. The purchase price offered to you will reflect our cost to purchase the acquired locations, including a per-location allocation of our costs to purchase the entire acquired system. You must enter into our then-current form of Buffalo Wings & Rings franchise agreement for the acquired location, but you will not be required to pay an initial franchisee fee. If you do not elect to purchase, or fail to complete the purchase of, an acquired location, we will have the right to operate the acquired location under any trade name or trademarks other than the marks used for Buffalo Wings & Rings Restaurants.

You will have no right to purchase any acquired location that is operated by a licensee under the system we acquire. We may license those locations to be operated under any trade name or trademarks other than the marks used for Buffalo Wings & Rings Restaurants, and may also license additional locations of the acquired system to be developed and operated within your territory.

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.

Area Development Agreement. We will grant you a development area in which we will not establish or franchise others to establish a Buffalo Wings & Rings Restaurant during the term of the Area Development Agreement, so long as you fully comply with the development schedule. The duration of the development period depends in part on the number of Franchised Restaurants that you commit to develop. The Area Development Agreement does not grant you any right to use our marks, or to operate a Franchised Restaurant. These rights are granted under a Franchise Agreement, which must be issued for each Franchised Restaurant, the terms of which may differ from the terms contained in the Franchise Agreement being used on the date you sign the Area Development Agreement. We have the right to establish and franchise others to establish Buffalo Wings & Rings Franchised Restaurants at any location outside your development area, to establish and franchise others to establish special purpose outlets at any location inside your development area, and to sell proprietary products of the Buffalo Wings & Rings System to wholesale and retail businesses and other distribution channels inside and outside your development area.

ITEM 13

TRADEMARKS

If you purchase a Buffalo Wings & Rings franchise, we will grant you the right to operate a Buffalo Wings & Rings Restaurant under the registered trademark BUFFALO WINGS & RINGS®. You may also use the logo depicted on the cover of this Franchise Disclosure Document only in colors specified by BW&R. You may use no other name or trademark without our written approval.

Our service mark and logo is registered on the Principal Register of the U.S. Patent and Trademark Office ("USPTO") from November 21, 1989 (Reg. No. 1,567,637). We have filed all required affidavits in connection with this registration, and the registration has been renewed through November 21, 2019 and is subject to further renewals thereafter. Our service mark BUFFALO WINGS & RINGS (the words only without our principal logo) also is registered on the

Principal Register of the USPTO from October 16, 2012 for restaurant services (Reg. No. 4,223,605). We have filed all required affidavits in connection with this registration.

Our service mark comprising an image of a forward-looking BUFFALO HEAD is registered on the Principal Register of the USPTO from December 2, 2008 (Reg. No. 3,541,509). The BUFFALO HEAD logo also has been registered for restaurant services from 1989 under our United States Service Mark Reg. No. 1,567,637 identified above.

We also own the following marks that are registered on the Principal Register of the United States Patent and Trademark Office:

Mark	Date of Registration	Registration Number	Goods and Services
GREAT FOOD. NO BULL.	August 31, 2010	3,843,053	restaurant services
LIL BUFF'S	September 28, 2010	3,853,164	restaurant services
OWN YOUR OWN BUFFALO	September 28, 2010	3,853,166	restaurant franchising services
BUFFALO MARY	September 28, 2010	3,853,167	prepared alcoholic cocktails
BUFFALOVE	December 4, 2012	4,253,750	restaurant services
BEER ME!	December 23, 2014	4,659,454	restaurant services
EAT, DRINK, TALK LOUDLY	December 23, 2014	4,659,455	restaurant services
GAME TIME JUST GOT BETTER	February 21, 2017	5,147,489	restaurant services

You must follow our rules when you use any of our marks. You cannot use our name or marks as part of the name of a business entity. You cannot use our name or marks with modifying words, designs or symbols other than those that we license you to use, and you cannot use our marks in colors other than the ones we license to you to use. You cannot use our name or marks on or as part of any website, domain name, URL, software application, web page, social networking site, electronic mail address, listing, banner, advertisement or any other service or link on, to or with the Internet, world wide web, Internet service providers, electronic mail services, communication providers, search engines, or other similar services. You cannot register our name or marks as a service mark, trademark, or Internet domain name. You may not use any of the marks in connection with the sale of an unauthorized product or service or in a manner not

authorized by us.

There are no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, pending infringements, oppositions or cancellations, nor any pending material litigation involving our marks that are material to our right to license our trademarks for a Buffalo Wings & Rings franchise.

You must notify us immediately when you learn about any infringement of or challenge to your use of our name, any trademark or any service mark. We may take whatever action we think appropriate, but we are not required to take any action. We are not required to defend you against a claim against your use of our marks or indemnify you for your liability or expenses arising from your defense of such a claim. We have the right to direct and control any proceeding or litigation involving any of our marks.

We reserve the right to add, delete, modify, change, revise or substitute different names and marks for use in Buffalo Wings & Rings Restaurants. You must modify or discontinue your use of a mark and adopt any new or replacement marks at your expense if we modify or discontinue a mark or adopt a new or replacement mark. We are not required to reimburse you for your costs if you do. You must not directly or indirectly contest our right to our service marks, trade secrets or business techniques that are part of our business.

We have no actual knowledge of any infringing uses that could materially affect your use of our marks. No agreements limit our right to use or license the use of our marks within your operating territory. We are not aware of any businesses offering similar products and services and using the name BUFFALO WINGS & RINGS or our other marks whose use predates our first use of the name.

We are under no obligation, under the franchise agreement or other agreement, to defend your use of our marks or to indemnify you for damages if you are a party to any administrative or judicial proceeding involving the marks. You are required under the franchise agreement to purchase insurance for this risk and to name us as an additional insured under your policy.

All usage of our marks by you and any goodwill established from their use will exclusively benefit BW&R. You are prohibited from contesting the validity or ownership of any marks or assisting any other person in contesting the validity or ownership of any marks during the term of the franchise agreement or at any time after the franchise agreement expires or is terminated.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents.

We own several copyrights and we have registered in the United States Copyright Office as visual works the copyrights in the color version and in the black and white version of our forward looking buffalo head logo that is shown on the front of this document. Our logo is protected by the United States and international copyright laws and was registered with the United States Copyright Office on June 15, 2011 (Reg. Nos. VA 1-779-915 and VA 1-780-580).

We have not registered any other copyrights, but we claim common law protections and restrict your usage of all of our materials and works that are protected by copyright law. For instance, we

claim copyrights in our BW&R manuals (which contain proprietary information), POS displays, menus, advertisements, intranet, extranet, website, architectural plans, restaurant design plans, proprietary software, compilations of data and any other original or proprietary works we have developed or will develop in the future. All of these materials will bear copyright notices when appropriate. We will retain at all times all rights and interests in these materials. There are no agreements currently in effect which significantly limit our rights to use or license the use of these claimed copyrights in any manner material to the franchise.

We have developed a distinctive system for the operation of a unique restaurant concept. Our system includes unique and proprietary recipes, methods of food preparation and pricing, trade dress, specifications, procedures, knowledge and expertise in the operation of a restaurant business, much of which is not commonly known to the public or to our competitors and which we have identified or may identify as proprietary and confidential information. Our system gives us an advantage over competitors who do not know or use it. We will disclose proprietary and confidential information to you in the BW&R manuals, during ongoing training seminars, and in guidance furnished to you during the term of your franchise agreement.

You will not acquire any interest in any proprietary and confidential information we may communicate to you, other than the right to utilize it in the operation of your Franchised Restaurant during the term of your Franchise Agreement. The information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentiality of the information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of any portion of the BW&R manuals or any other written communication from us; and (4) will adopt and implement all reasonable procedures we may require to prevent unauthorized use or disclosure of the information, including restrictions on disclosure of the information to employees of the franchised business and the use of nondisclosure and noncompetition clauses in employment agreements.

You must not use, in advertising or any other form of promotion, any of our copyrighted materials, trademarks, or commercial symbols without the appropriate notices which we or the law may require, including © or other copyright registration notice.

You must notify us immediately when you learn about any infringement of or challenge to your use of our copyrighted materials. We will take whatever action we think appropriate. We are not required to defend you against a claim against your use of our copyrighted materials or indemnify you for your liability or expenses arising from your defense of this claim.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require that you personally supervise the Franchised Restaurant. Your Franchised Restaurant must be under the direct, on-premises supervision of you or an on-premises supervisor who has successfully completed the required training. The on-premises supervisor is not required to have an ownership interest in the franchised restaurant. Each manager must sign written agreements of confidentiality, non-competition and non-solicitation, which are described in Item 17. None of your shareholders, members or partners may compete with or own an interest in any competitor of BW&R anywhere during the term of the franchise agreement or within 10 miles of any Buffalo Wings & Rings Restaurant for a period of 3 years after the expiration or termination of the Franchise Agreement. Upon request of BW&R, any of your managers, officers,

directors, field operation supervisors, holders of beneficial interest of 5% or more in Franchisee and any general partner of Franchisee must enter into a separate agreement formally placing the same restrictive covenant on them.

Each employee of franchisee must sign a written agreement in substantially the form set forth on Exhibit K to maintain the confidentiality of any confidential information about BW&R or the franchised business that may be disclosed to them. All owners of a corporation, limited liability company or partnership must personally guarantee the franchisee's obligations under the franchise agreement and other contracts with us.

Area Developers must devote substantially full time efforts to the venture.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must keep the Franchised Restaurant open and in normal operation for the hours and days specified by us and use the restaurant premises solely for the operation of the business licensed under the Franchise Agreement, and you must refrain from using or permitting the use of the Franchised Restaurant for any other purpose or activity at any time without our prior written approval. You must operate the Franchised Restaurant in strict conformity with the methods, procedures, standards and specifications described in the BW&R manuals or otherwise in writing.

You must sell or offer for sale only those items, products and services expressly approved by us. You must sell or offer for sale all menu items, products and services required by us. You must not deviate from our methods, procedures, standards and specifications, including ingredients, methods of preparation and service, weight, quality and dimensions of products served. You must discontinue selling and offering for sale any menu items, products or services that we determine at any time. You may sell or offer to sell other items, products or services only upon receipt of prior written approval from us.

BW&R may make changes in the authorized goods and products, standards, specifications, and procedures from time to time because of changing markets, competition, new laws and regulations, new products and technological developments, changing demographic factors and other conditions. You agree to accept and comply with modifications that BW&R in good faith believes to be necessary or desirable. Changes to the BW&R System may include, without limitation, the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new services or products and/or deletion of services and products, new management practices, and signs and procedures. On advance notice of at least 30 days, BW&R may specify a new service or product as a required service or product.

You must obtain and maintain in full force at all times an alcoholic beverage license allowing you to sell beer, wine and liquor at your Franchised Restaurant.

We do not impose any restrictions as to the customers to whom you may sell or offer to sell these items, goods or services.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise	2	10 years from the date of opening the Franchised Restaurant to the general public
b. Renewal or extension of the term	2	1 additional 10-year period
c. Requirements for franchisee to renew	2	Renewal of your franchise means that you are able to continue to operate your restaurant under the BW&R name and franchise system. You must not be in default, you must give 6-12 months' notice, pay renewal fee, have right to occupy location for duration of renewal, sign new franchise agreement (that may contain materially different terms and conditions from your original contract) and (if permitted by state law) release, comply with new training requirements, if any, and update location and equipment.
d. Termination by franchisee	None	You have no right to terminate your franchise.
e. Termination by franchisor without cause	None	
f. Termination by franchisor with cause	19	We can terminate only if you default.
g. "Cause" defined – curable defaults	19	You have 10 days to cure: non-payment to BW&R. You have 30 days to cure: transfer without consent, acts impairing goodwill, appointment of receiver, default under lease, failure to comply with BW&R manuals, and any other default not listed in § 19.2.
h. "Cause" defined – non-curable defaults	19	Non-curable defaults: bankruptcy abandonment of franchise, conviction of felony, unapproved change in ownership, loss of alcoholic beverage license, lapse in insurance, falsification of reports and records, repeated defaults even if cured, failure to comply with applicable law, danger to public, and other defaults listed in § 19.1.

Provision	Section in Franchise Agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	19	Cease operating franchise, cease use of confidential information and marks, return manuals and all materials containing marks, complete de-identification, cancel assumed name registration, assign or cancel telephone numbers, pay outstanding amounts and damages, comply with post-termination covenants (also see §r below).
j. Assignment of contract by franchisor	21	No restriction on our right to assign.
k. "Transfer" by franchisee defined	19 and 21	Includes transfer of contract or assets, ownership change, and encumbrance.
l. Franchisor's approval of transfer by franchisee	21	We have the right to approve all transfers but may not unreasonably withhold consent.
m. Conditions for franchisor approval of transfer	21	All your financial obligations and transfer fee paid, new franchisee qualifies, you release claims (unless prohibited by the laws of the state in which you reside), new franchisee signs current agreement, pays $20,000 franchise fee and completes training (also see §r, below).
n. Franchisor's right of first refusal to acquire franchisee's business	21	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	21	We can purchase your business for its appraised value upon termination for any reason.
p. Death or disability of franchisee	20	Your heirs may inherit your franchise provided they qualify and meet other requirements for transfer (see m, above); otherwise your franchise must be transferred to an approved person within 12 months or we may terminate it.
q. Non-competition covenants during the term of the franchise	18 and Noncompetition Agreement	No involvement in competing business.
r. Non-competition covenants after the franchise is terminated or expires	18 and Noncompetition Agreement	No involvement in competing business for 3 years within 10 miles of any company-owned or franchised restaurant.
s. Modification of the agreement	14,16,24	Modification only by written agreement, but we may unilaterally modify the BW&R manuals so long as it does not change your fundamental status and rights.

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	24.1	Only the terms of the Franchise Agreement and related agreements are binding; any other promises may not be enforceable. Nothing in the Franchise Agreement or in any related agreement, however, is intended to disclaim the representations we made in this Franchise Disclosure Document that we furnished to you.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	24	Subject to state law, except for claims arising under a franchise law of the state where the Franchised Restaurant is located, all litigation must be in Hamilton County, Ohio.
w. Choice of law	24	Subject to state law, except for claims arising under a franchise law of the state where the Franchised Restaurant is located, Ohio law applies.

The following table lists important provisions of the Area Development Agreement. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

THE FRANCHISE RELATIONSHIP

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Length of the area development agreement	3	Term is equal to the development schedule, generally not more than 5 years.
b. Renewal or extension of term	3	If you are not in default under the area development agreement or any franchise agreement, you may enter into a successor area development agreement for a 5-year term.
c. Requirements for franchisee (area developer) to renew or extend	3	Sign new agreement and pay development fee. The new agreement may have materially different terms from your prior agreement.
d. Termination by franchisee (area developer)	None	
e. Termination by franchisor without cause	None	

Provision	Section in Area Development Agreement	Summary
f. Termination by franchisor with cause	9	We can terminate only if you default.
g. "Cause" defined - curable defaults	9	You have 30 days to cure a breach of any provision of the agreement not specified in §9.
h. "Cause" defined - non-curable defaults	9	Non-curable defaults: bankruptcy failure to satisfy development schedule or pay specified liquidated damages, unauthorized transfer or change in ownership, unauthorized use of our trademarks or trade secrets, misrepresentation in application, conviction of felony, violation of liquor laws, repeated defaults even if cured, termination of franchise agreement because of a default, and other defaults listed in §19.
i. Franchisee's (area developer's) obligations on termination/non-renewal	10	See §r, below.
j. Assignment of contract by franchisor	11.1	No restriction on our right to assign.
k. "Transfer" by franchisee (area developer) - definition	11.2	Includes transfer of contract or assets, ownership change, and encumbrance.
l. Franchisor's approval of transfer by franchisee (area developer)	11.2	We must approve all transfers.
m. Conditions for franchisor's approval of transfer	11.3 and 11.4	Buyer approved, you are not in default, release signed by you, Buyer completes training, Buyer signs current area development agreement and transfer fee paid by seller; Buyer pays $25,000 franchise fee per franchised restaurant; agreement may not be assigned before 1/3 of the restaurants to be developed are open or under construction (also see §r, below).
n. Franchisor's right of first refusal to acquire franchisee's (area developer's) business	12	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's (area developer's) business	None	
p. Death or disability of franchisee (area developer)	11.5	Rights under Area Development Agreement must be assigned to an approved person within 12 months.
q. Non-competition covenants during the term of the area development agreement	7.3	No involvement in competing business

Provision	Section in Area Development Agreement	Summary
r. Non-competition covenants after the area development agreement is terminated or expires	7.4	No involvement in competing business for 3 years within 10 miles of any company-owned or franchised restaurant.
s. Modification of the Area Development Agreement	15	Modifications only by mutual agreement.
t. Integration/merger clause	15.8	Only the terms of the Area Development Agreement are binding; any other promises may not be enforceable. Nothing in the Area Development Agreement or in any related agreement, however, is intended to disclaim the representations we made in this franchise disclosure document that we furnished to you.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	15.4	Subject to state law, except for claims arising under a franchise law of the state where the Franchised Restaurant is located, all litigation must be in Hamilton County, Ohio.
w. Choice of law	15.4	Subject to state law, except for claims arising under a franchise law of the state where the Franchised Restaurant is located, Ohio law applies.

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 the possible performance at a particular location or under particular circumstances.

There were 57 BW&R locations in operation at the end of 2017. The numbers in Tables 1-3 below contain results from the year 2017 from locations that were open for the entire year. Table 1 below contains certain financial data relating to the gross sales of BW&R's company-owned restaurants; Table 2 below contains certain financial data relating to the gross sales of BW&R's franchisee-operated restaurants; and Table 3 below contains the combined financial data relating to the gross sales of both the company-owned restaurants and the franchisee-operated restaurants. The financial data provided in Tables 1-3 was obtained from our Point of Sale (POS) Reporting System. Substantiation of the data used in preparing this information will be made available to you in writing upon reasonable request.

As used in Tables 1-3 and 5 below "Gross Sales" refers to a location's total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns.

Table 1

Company-Owned Restaurants							
				Range		Number of Restaurants Meeting or Exceeding the Average	
Tier	Number of Restaurants	Average Gross Sales	Median Gross Sales	Low End	High End	Number	Percentage
Total	2	$2,542,380	$2,542,380	$2,438,560	$2,646,199	1	50%
	2	$2,542,380	$2,542,380	$2,438,560	$2,646,199	1	50%

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

Table 2

Franchisee-Operated Restaurants							
				Range		Number of Restaurants Meeting or Exceeding the Average	
Tier	Number of Restaurants	Average Gross Sales	Median Gross Sales	Low End	High End	Number	Percentage
First Quartile	12	$2,661,848	$2,574,567	$2,187,596	$3,291,903	5	42%
Second Quartile	12	$1,960,265	$1,934,399	$1,748,351	$2,174,628	5	42%
Third Quartile	12	$1,532,149	$1,494,129	$1,429,861	$1,705,825	4	33%
Fourth Quartile	12	$1,154,251	$1,269,993	$591,770	$1,429,262	7	58%
Total	48	$1,827,128	$1,727,088	$591,770	$3,291,903	20	42%

Table 3

Combined Company-Owned and Franchisee-Operated Restaurants							
				Range		Number of Restaurants Meeting or Exceeding the Average	
Tier	Number of Restaurants	Average Gross Sales	Median Gross Sales	Low End	High End	Number	Percentage
First Quartile	12	$2,715,854	$2,645,106	$2,281,874	$3,291,903	5	42%
Second Quartile	13	$2,015,551	$2,038,734	$1,779,077	$2,249,098	7	54%
Third Quartile	13	$1,549,500	$1,489,604	$1,453,162	$1,757,715	5	38%
Fourth Quartile	12	$1,154,251	$1,281,435	$591,770	$1,429,262	7	58%
Total	50	$1,855,739	$1,813,730	$591,770	$3,291,903	21	42%

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

The numbers in Table 4 below contain the average weekly sales for all franchisee-operated and company-owned restaurants. The average weekly sales figures were calculated by averaging all "restaurant weeks" during a particular year, with a "restaurant week" being the gross sales figures for a restaurant during that week. For instance, restaurants which were only opened during a portion of a given year only contribute "restaurant weeks" for the weeks they were actually open. The financial information provided below was obtained from the sales statements that were reported to us by the restaurants. Substantiation of the data used in preparing this information will be made available to you in writing upon reasonable request.

Table 4

Year	Average Weekly Sales for Locations Opened Any Week During Year	Percent Change Over Previous Year	Number of Locations in Sample	Number of Locations Met or Exceeded Average
2006	$12,119		12	6 (50%)
2007	$14,416	19.00%	27	15 (56%)
2008	$17,388	20.60%	46	18 (39%)
2009	$19,940	14.70%	59	23 (39%)
2010	$21,482	7.70%	56	25 (42%)
2011	$23,679	10.20%	54	23 (43%)
2012	$26,177	10.60%	42	22 (52%)
2013	$29,225	11.60%	47	23 (49%)
2014	$31,355	7.30%	48	20 (42%)
2015	$34,628	10.40%	48	25 (52%)
2016	$35,118	1.4%	54	26 (48%)
2017	$35,858	2.1%	59	26 (48%)

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

The numbers in Table 5 below include the Average Gross Sales and Expenses of company-owned restaurants that have been operating longer than one (1) year. The financial information provided below was obtained from our Company Owned Accounting System. Substantiation of the data used in preparing this information will be made available to you in writing upon reasonable request.

Table 5

Statement of Average Gross Sales and Expenses (Unaudited) of Company Owned Locations opened for at least 1 year			
Description		Annual Average	% of Sales
Net Sales	$	2,538,611	
COG's	$	778,426	30.7%
Labor & Benefits	$	782,602	30.8%
Controllable	$	240,122	9.5%
Non-Controllable	$	71,739	2.8%
Occupancy	$	228,733	9.0%
Royalties	$	177,928	7.0%
Other Income	$	4,461	.2%
EBITDA	$	263,522	10.4%

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

Other than the preceding financial performance representation, 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 BW&R's financial performance information or projections, you should report it to the franchisor's management by contacting our Vice President and CFO, Sandra Ritter, telephone (513) 831-9464, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLET AND FRANCHISEE INFORMATION
Table No. 1
Table No. 1-A FRANCHISE
SYSTEM WIDE OUTLET SUMMARY
For Years –2015 - 2017

Outlet Type	Year	Outlets at the start of the year	Outlets at the end of the year	Net Change
Franchised	2015	41	42	1
	2016	42	47	5
	2017	47	53	6
Company Owned*	2015	3	6	3
	2016	6	6	0
	2017	6	4	-2
Total Outlets	2015	44	48	4
	2016	48	53	5
	2017	53	57	4

* In 2015 the Principals of the company owned six outlets. * In 2016 the Principals of the company owned six outlets. * In 2017 the Principals of the company owned four outlets. All restaurants owned by Principals are operated under Franchise Agreements. One of our company owned outlets is a "special purpose outlet" located in Paul Brown Stadium in Cincinnati.

OUTLET SUMMARIES
Table No. 1-B AREA DEVELOPERS
SYSTEM WIDE OUTLET SUMMARY
For Years –2015 – 2017

Outlet Type	Year	Outlets at the start of the year	Outlets at the end of the year	Net Change
Franchised	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Company Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total Outlets	2015	0	0	0
	2016	0	0	0
	2017	0	0	0

Table No. 2

Table No. 2-A

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS

(Other than the Franchisor)

For Years –2015 - 2017[9]

State	Year	Number of Transfers
CA	2015	1
	2016	0
	2017	0
IN	2015	0
	2016	0
	2017	1
NC	2015	0
	2016	1
	2017	0
NE	2015	0
	2016	0
	2017	1
OH	2015	1
	2016	1
	2017	0
TX	2015	0
	2016	0
	2017	2
TOTAL	2015	2
	2016	2
	2017	4

Table No. 2-B

TRANSFERS OF OUTLETS FROM AREA DEVELOPERS TO NEW OWNERS

(Other than the Franchisor)

For Years –2015 - 2017[10]

State	Year	Number of Transfers
N/A	2015	0
	2016	0
	2017	0
TOTAL		0

9 All numbers shown are as of December 31st for each year

Table No. 3

Table No. 3-A

STATUS OF FRANCHISED OUTLETS

State	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
CA	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
IN	2015	5	1	0	0	0	0	6
	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
FL	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	1	2
	2017	2	2	0	0	0	0	4
IL	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
KY	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	1	0	0	0	1	3
MI	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	1	0	0	0
NC	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
ND	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
NE	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	1	0	0	0	0	3
OH	2015	9	1	1	1	0	0	8
	2016	8	3	0	0	0	0	11
	2017	11	1	0	0	0	0	12
SD	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
TN	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
TX	2015	11	1	0	0	2	0	10
	2016	10	2	0	0	0	1	11
	2017	11	2	0	0	0	0	13

State	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
TOTALS	2015	41	5	1	1	2	0	42
	2016	42	7	0	0	0	2	47
	2017	47	8	0	1	0	1	53

Table No. 3-B
STATUS OF AREA DEVELOPER OUTLETS
For Years –2015 – 2017

State	Year	Outlets at Start of Year	Outlets Opened	Termina -tions	Non-Renewal s	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
N/A	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

Table No. 4
Table No. 4-A
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2015- 2017

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
KY	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
OH	2015	2	1	0	0	0	3
	2016	3	1	0	0	1	3
	2017	3	1	0	1*	0	3
TX	2015	0	0	2	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	2	0
TOTALS	2015	3	1	2	0	0	6
	2016	6	1	0	0	1	6
	2017	6	1	0	1	2	4

*Franchise Agreement ended by its own terms and was not renewed.

Table No. 4-B
AREA DEVELOPERS

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Area Developers	Outlets Closed	Outlets Sold to Area Developers	Outlets at End of the Year
N/A	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
TOTALS	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0

Table No. 5
Table No. 5-A
FRANCHISE
PROJECTED OPENINGS AS OF 12/31/2018

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets Opened in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
CA	1	0	0
FL	1	0	0
IA	1	0	0
IN	1	0	0
KS	1	1	0
KY	5	3	0
MN	1	1	0
ND	2	0	0
OH	4	1	0
SD	2	0	0
TX	4	0	0
TOTALS	23	6	0

Table No. 5-B
AREA DEVELOPERS
PROJECTED OPENINGS AS OF 12/31/2018

State	Area Development Agreements Signed But Outlets Not Opened	Projected New Area Development Outlets Opened in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
KS	3	1	0

Exhibit I, I-I and I-II lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2017.

Exhibit J, J-I and J-II lists the name, city and state, and the current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our must 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.

We have signed confidentiality clauses with current or former franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with BW&R. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Exhibit L lists, to the extent known, the names, addresses, telephone numbers, e-mail address and Web address of each trademark-specific franchise organization associated with the franchise system being offered which we have created, sponsored or endorsed.

Exhibit M lists the independent franchise organizations that have asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

BW&R audited statements as of December 31, 2017, December 31, 2016, and December 31, 2015 are attached to this Franchise Disclosure Document as Exhibit N.

ITEM 22

CONTRACTS

Copies of the following contracts are attached to this Franchise Disclosure Document:

Addendum for the State of California

Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit E	Release
Exhibit F	Power of Attorney to Assign Telephone Number
Exhibit G	Franchisee Disclosure Questionnaire
Exhibit K	Employee Confidentiality Agreement

ITEM 23

RECEIPT

THE LAST PAGE OF THE FRANCHISE DISCLOSURE DOCUMENT (FOLLOWING THE EXHIBITS AND ATTACHMENTS) IS A DOCUMENT ACKNOWLEDGING RECEIPT OF THE FRANCHISE DISCLOSURE DOCUMENT BY YOU (ONE COPY FOR YOU AND ONE TO BE SIGNED FOR US).

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

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 OFFERING CIRCULAR.

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

You must sign a general release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

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

Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

The Franchise Agreement and Area Development Agreements provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (Title 11, United States Code, Section 101).

The Franchise Agreement and Area Development Agreements contain a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement and Area Development Agreements contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damage clauses are unenforceable.

The Franchise Agreement and Area Development Agreements require application of the laws of the State of Ohio. This provision may not be enforceable under California law.

OUR WEBSITE, www.buffalowingsandrings.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

RECEIPT

(Retain this Copy for your files)

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Buffalo Wings & Rings, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Buffalo Wings & Rings, LLC 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agencies identified on Exhibit A.

The names, principal business addresses and telephone numbers of each franchise seller offering the franchise are listed on the next page.

Issuance date: March 20, 2018. Amended September 4, 2018.

Exhibit B is a list of our agents authorized to receive service of process.

I have received the Franchise Disclosure Document and the Addendum for the state of California dated March 20, 2018 and amended September 4, 2018 that included the following exhibits:

A List of State Authorities

B List of Agents for Service of Process

C Franchise Agreement

D Area Development Agreement

E Release

F Power of Attorney to Assign Telephone Number

G Franchisee Disclosure Questionnaire

H, H-I & H-II Franchisee, Area Developer and Master Developer Lists

I, I-I & I-II Franchisees, Area Developers and Master Developers Who Have Left the System

J Table of Contents of Nuts & Bolts (Operations) Manual

K Employee Confidentiality Agreement

L Franchise Organizations We Created, Sponsored or Endorsed

M Independent Franchise Organizations

N Financial Statements as of December 31, 2017, December 31,2016 and December 31, 2015

THE FOLLOWING ARE THE NAMES, BUSINESS ADDRESSES AND TELEPHONE NUMBERS OF FRANCHISE SELLERS:

Philip Schram, Chief Development Officer
Dan Doulen, Director of Franchise Development
Buffalo Wings & Rings, LLC.
4628 Aicholtz Rd.
Cincinnati, OH 45244
513-831-9464

I accept the PDF Version of the Franchise Disclosure Document and decline the paper copy

Date: _____

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Signature of Prospective Franchisee

_____
Print Name

RECEIPT

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_____
Signature of Prospective Franchisee

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Print Name

_____
Signature of Prospective Franchisee

_____
Print Name

(THIS COPY TO BE SIGNED BY PROSPECTIVE FRANCHISEE AND RETURNED TO BW&R AS PROOF OF DELIVERY OF THE DOCUMENTS REFERRED TO ABOVE.)