



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
 7150 Harris Drive, P.O. Box 30005
 Lansing, Michigan 48909-7505

FOR MLCC USE ONLY	
Request ID #	436514
Business ID #	204915

LOCAL APPROVAL NOTICE
 [Authorized by MCL 436.1501]

March 13, 2008

TO: ROCHESTER HILLS CITY COUNCIL
 1000 ROCHESTER HILLS DRIVE
 ROCHESTER HILLS, MI 48309-3033

MAR 31 2008

APPLICANT: WINGS SIXTEEN, INC.

Home Address and Telephone No. or Contact Address and Telephone No.:

JAMES W. CARMODY, III, 510 CHERRY BLOSSOM, ROCHESTER HILLS, MI 48306
 H(586)651-2256/B(586)781-0591
 KENT WARD, 1700 SCHILLING, ROCHESTER, MI 48306 H(586)752-6874/B(586)615-0020
 JK & T WINGS, INC., PO BOX 439, WASHINGTON, MI 48094 (CONTACT: KENT WARD AT
 (586)615-0020

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) 636-4634.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
 TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

EX-106-001
4/15
 sfs

RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request to TRANSFER OWNERSHIP OF 2007 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 27905-07-09-27911 ORCHARD LAKE, FARMINGTON HILLS, MI 48334, OAKLAND COUNTY, FROM G & G EATERTAINMENT, INC. TO WINGS SIXTEEN, INC.; TRANSFER LOCATION (GOVERNMENTAL UNIT) (MCL 436.1531(1) TO UNIVERSITY, ROCHESTER HILLS, MI 48307, OAKLAND COUNTY; AND REQUEST A NEW ENTERTAINMENT PERMIT.

be considered for _____
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or Not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

(Signed) _____
(Township, City or Village Clerk)

SEAL

(Mailing address of Township, City or Village)

CITY OF ROCHESTER HILLS
CLASS C LIQUOR LICENSE APPLICATION

APPLICANT'S CHECK LIST FOR SUBMISSION

- Completed Application **W/FEEES** ✓
 - Listing of Corporation/Partners ✓
 - Building/Site Plans **@ BUILDING DEPT (FULL SET)**
 - Financial Statement
 - Lease Agreement (if applicable)
 - Menu
 - Training Policy
 - Fingerprints
 - Dance/Entertainment Agreement (if applicable)
-

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 4/18/08

New Class C License
 Transfer Class C License
 Dance Permit
 Entertainment Permit
 Dance Entertainment Permit

Applicant's Name: dba BUFFALO WILD WINGS GRILL & BAR
WINGS SIXTEEN, INC Phone No. 586-781-0591
Address: PO Box 439 City WASHINGTON ST MI
Age: _____ Citizenship: _____ Date of Birth _____ Birthplace: _____
If naturalized, year and place: _____

If a partnership, please complete the following:

Partner's Name: _____ Phone No. _____
Address: _____ City _____ ST _____
Age: _____ Citizenship: _____ Date of Birth _____ Birthplace: _____
If naturalized, year and place: _____

Manager's Name: CALEB WARD Phone No. 586-255-7572
Address: 11477 N. CRESTLINE City WASHINGTON ST MI
Age: 32 Date of Birth: 4-14-76

If a corporation, the names, addresses of the officers and directors, date of birth and age of each:

KENT WARD 1700 SCHILLING ROCHESTER, MI 48306 5/19/54 53 YRS
JAMES CARMODY 510 CHERRY BLOSSOM ROCHESTER HILLS, MI 48306
10/31/48 59 YRS

Location of Proposed License: 1234 WALTON ROCHESTER HILL, MI 48309

Does applicant presently own the premises? NO

If not, name of owner of premise: THE BOULEVARD SHOPPES, LLC
C/O A.F. JONNA DEVELOPMENT, LLC

Legal Description of Property (Sidwell #) 701510351084 / 085 / 086 (3 PARCELS)

Length of time business has been in operation: NEW

Has applicant ever been convicted of a felony? Yes No

If convicted of felony, explain: _____

Has applicant previously applied for liquor license? Year requested: 24 LICENSE OPERATING

Location of business: (18) MICHIGAN (2) ILLINOIS (4) LOUISIANA

Was liquor license granted: YES

Have any of the applicants or persons listed above been convicted of a violation of federal or state law concerning the manufacture, possession or sale of alcoholic beverages? Yes No

Name of person _____

What is the applicant's current business? RESTAURANT

Length of time in named business? 14 YRS

List all uses in addition to sale of alcoholic beverages: FOOD SALES

Does applicant presently operate a restaurant? Yes No

Name and address of restaurant: JK+T WINGS INC OWNS 100% STOCK IN
WINGS SIXTEEN, INC. JK+T WINGS OWNS + OPERATES (24) RESTAURANTS IN
(3) STATES

Does applicant presently hold a Class C liquor license? Yes No

Name and address of restaurant: SEE ABOVE QUESTION (JK+T WINGS INC
OWNS AND OR OPERATES 24 RESTAURANTS WITH LIQUOR LICENSES

List record and history of any liquor license violations by the applicant for preceding ten (10) years

ATTACHED "ALL (18) MICHIGAN STORES"

Liquor License Application

Record history of any liquor license violations by the corporation or by a parent of subsidiary corporation of the applicant for the immediate preceding ten (10) years

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
Size of Site:	_____	<u>7 ACRES</u>
Size of Building:	_____	<u>7376 SF</u>
Size of Kitchen:	_____	<u>1865 SF</u>
Seating Capacity:	_____	<u>334</u>
Size of Dance Floor, if any:	_____	<u>N/A</u>
Percentage of Floor Area for Dining:	_____	<u>1799 SF</u>
Percentage of Floor Area for Bar:	_____	<u>1715 SF</u>
Present Zoning:	_____	_____
Required Zoning:	_____	_____
Cost of Remodeling:	_____	_____
Cost of Construction:	_____	<u>\$ 350,000</u>
Estimated Dates of Construction	Start: <u>5-12-08</u>	Completion: <u>8-1-08</u>
Total cost to be expended by licensee for the licensed premises:	<u>\$ 700,000</u>	
Building Plans Submitted – 3 Sets Required:	Number of Copies Enclosed: <u>ALREADY SUBMITTED</u>	
Site Plans Submitted – 6 Sets Required:	Number of Copies Enclosed: <u>SITE BUILT + OPEN FOR BUSINESS</u>	
Do Site Plans show off-street parking and lighting?	Yes <input checked="" type="checkbox"/>	No _____

Describe the proposed character/type of establishment (e.g. theme, entertainment, food)

SPORTS THEMED FAMILY RESTAURANT WITH FULL MENU AND FULL BAR SPECIALIZING IN BUFFALO STYLE CHICKEN WINGS SPUN IN (14) DIFFERENT SAUCES. ENTERTAINMENT INCLUDES CONTEST (WING EATING), MAGICIANS & CLOWNS FOR KIDS NIGHT.

Describe the proposed full food menu:

TRADITIONAL & BONELESS WINGS SPUN IN 14 SAUCES
SANDWICHES / BURGERS / WRAPS / RIBS
SALADS
SPECIALTY ITEMS (EXP) BUFFAUTOS
APPETIZERS

Proposed menu attached: Yes No

Describe the surrounding neighborhood and explain how the proposed establishment fits this location in Rochester Hills.

PREDOMINATELY RETAIL / BUSINESS ACROSS STREET FROM HOSPITAL

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): FOOD \$2,150,000 ALCOHOL \$700,000
OTHER \$25,000

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: APPROX \$350,000

Amount of Funds to be Financed: APPROX \$350,000

Name of Financer/Phone Number: EITHER INDEPENDENT BANK, FIFTH THIRD BANK, TCF BANK OR GE CAPITAL

Personal References/Phone Number:

ROBERT SCHEPER 586 770 0111
MICHAEL BAILEY 248 770 9106
GARY MURDOCK 586 202 2885

Business References/Phone Number:

VAN EERDEN FOOD DISTRIB/616-475-0900
KONWINSKI CONSTRUCTION/989-773-2906
WESTSIDE DISTRIBUTION/616-698-1900

Has applicant completed a certified training program? Yes No

Have employees completed a certified training program? Yes No

Names and addresses of those completing program

JK+T WINGS HAS ITS OWN CERTIFIED TRAINING DEPT THAT
WILL CERTIFY ALL NEEDED POSITIONS IN SERVSAFE ALCOHOL +
FOOD SAFETY.

Applicant understands that should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny applicant's request or revoke any approvals.

I (We) KENT WARD ON BEHALF OF WINGS SIXTEEN, INC

affirm I (We) will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Rochester Hills in the conduct of my (our) business, and acknowledge receipt of a copy of Chapter 6, Alcoholic Liquor of the Rochester Hills Code of Ordinances.

I hereby certify the above information to be true and accurate to the best of my (our) knowledge.

Kentward on BEHALF
of WINGS SIXTEEN, INC 4/18/08
Applicant Signature/Date

Applicant Signature/Date

This application is not considered complete until applicant has made contact with the Rochester Hills Contingent of the Oakland County Sheriff's Department and complied with fingerprinting and any other necessary requirements of the Oakland County Sheriff's Department.

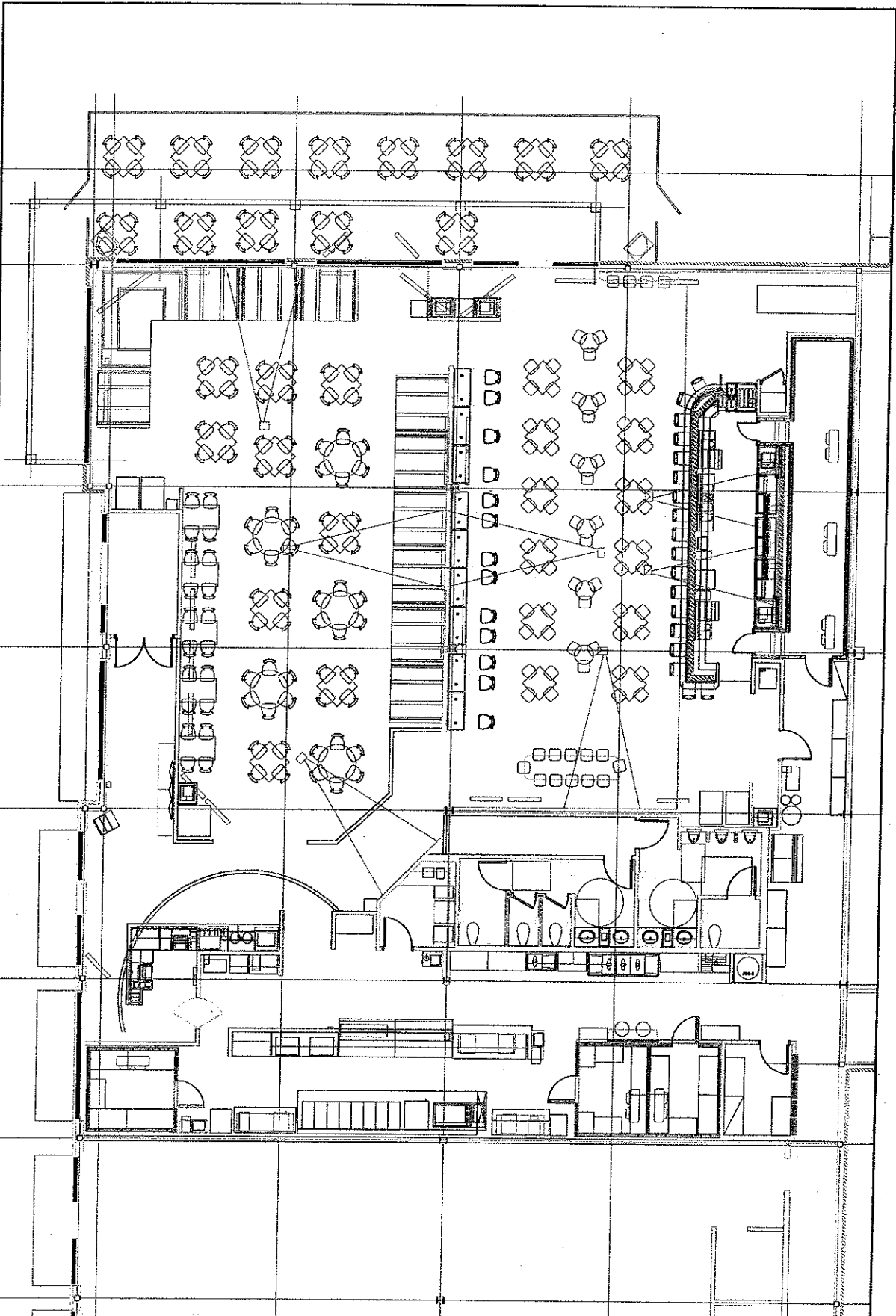


J. K. & T. Wings Inc.
Dba Buffalo Wild Wings
57850 Van Dyke – Suite 100
Washington Twp., Michigan 48094
Office: (586) 781-0591 ext. 115
Fax: (586) 781-9743

Wings Sixteen Inc. Corporate Officers

- President – Kent Ward – 1700 Schilling, Rochester, Michigan 48306
- Vice President – James Carmody – 510 Cherry Blossom Lane, Rochester Hills, Michigan 48306
- Secretary – James Carmody “Same as above”
- Treasurer – Kent Ward “Same as above”

ROCHESTER HILLS



PLAN
OVERALL


Sheet Number

Date 03/14/08
Job No. 07-0256
Checked JMR

Drawn
SEZ

BUFFALO WILD WINGS
GRILL & BAR

THE BOULEVARD SHOPS
ROCHESTER HILLS, MI

 **Intertech Design Services, Inc.**

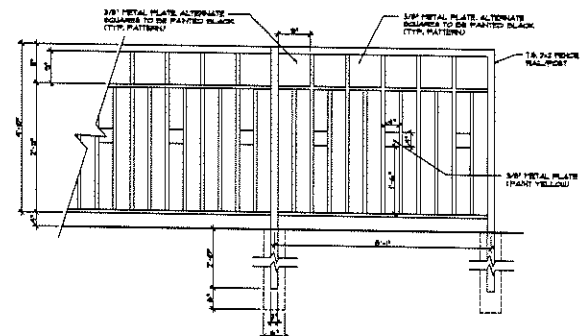
Architects and Engineering

9900 Carver Road, Suite 100 Cincinnati, Ohio 45242
Telephone: (513) 791-3588 Fax: (513) 792-7322
e-mail: info@intertechdesign.com

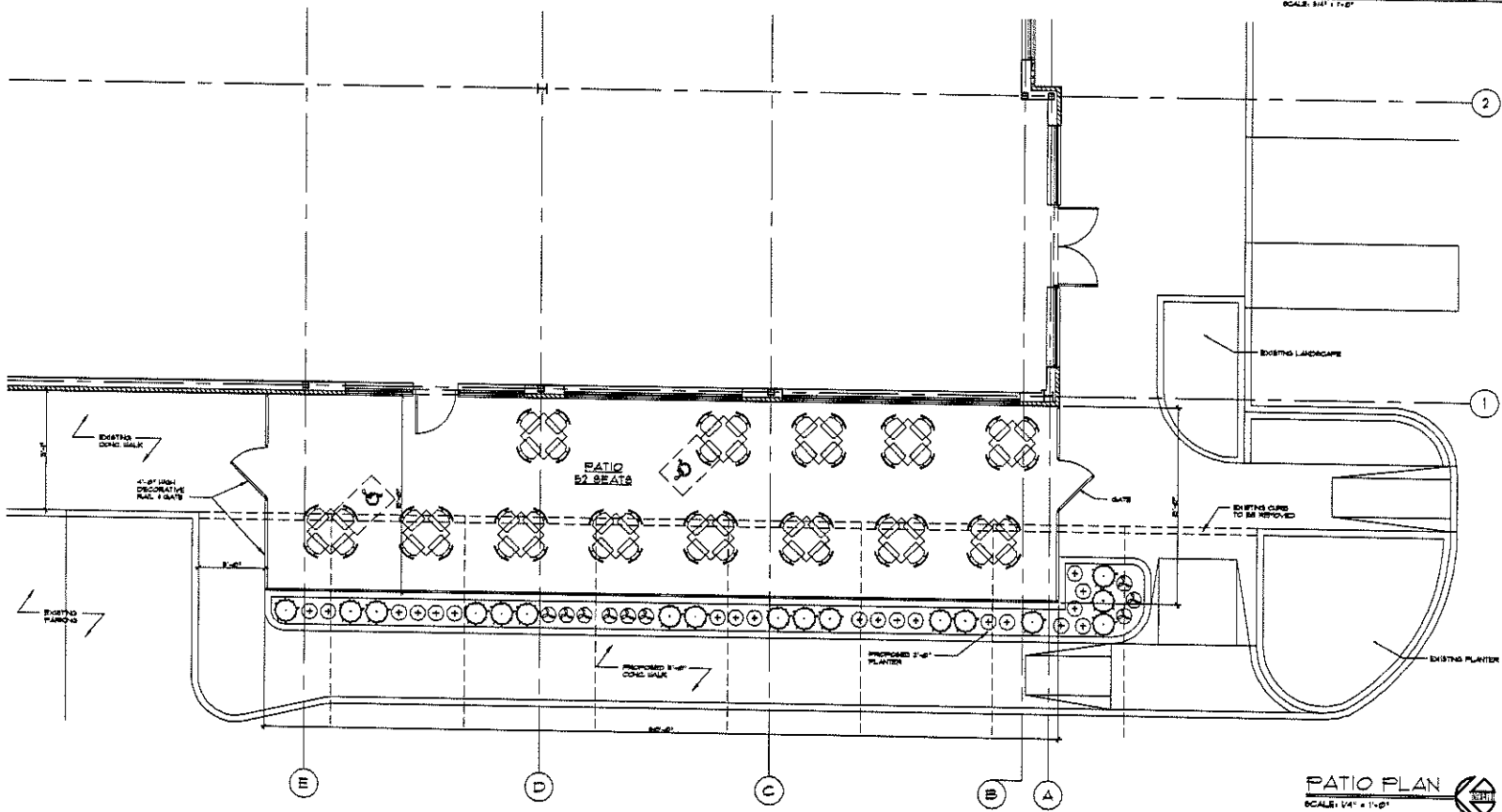
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THIS DOCUMENT, AND THE IDEAS AND DESIGN INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF INTERTECH DESIGN SERVICES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT, WITHOUT THE WRITTEN AUTHORIZATION OF INTERTECH DESIGN SERVICES, INC. COPYRIGHT 2007, INTERTECH DESIGN SERVICES, INC. ALL RIGHTS RESERVED.

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RAILING ELEVATION
SCALE: 3/4" = 1'-0"



PATIO SEATING:
STANDARD 50
BARRIER FREE ... 2
TOTAL 52 SEATS



189 east big beaver
tray, michigan 48083
248 487-4112 fax 248 487-4496

Project
**BOULEVARD
240PS**
Spartanburg & MILLS LN
Spartanburg, SC 29311, SC

Sheet Title
**PATIO
ADDITION PLAN**

DATE	BY	CHECKED
12/12/11	YK	YK

Job Number: **12-2021**

Scale: **A-1**

PATIO PLAN
SCALE: 1/4" = 1'-0"

SHOPPING CENTER LEASE

(1) THIS LEASE is made this 23 day of February, 2008 ("Effective Date") by and between The Boulevard Shoppes, L.L.C. c/o A.F. Jonna Development, L.L.C., whose address is 4036 Telegraph Road, Suite 201, Bloomfield Hills, Michigan 48302 ("Landlord"), and Wings Sixteen, Inc. d/b/a Buffalo Wild Wings, whose address is 57850 Van Dyke Road, Suite 100, Washington Township, Michigan 48094 ("Tenant").

(2) **Description.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease to Tenant the premises described as follows: approximately 7,376 square feet as attached in Exhibit "A" (the "Leased Premises") contained in the Boulevard Shoppes shopping center, excluding any portion of the real property and building which has been or will be submitted to a condominium project by Landlord or any affiliate of Landlord ("Shopping Center") located in Rochester Hills, Michigan. Tenant agrees that a measurement of the Leased Premises will be taken consistent with and utilize BOMA standard measurement guidelines for retail space, which measurement shall be deemed to be and accepted by Landlord and Tenant as exact and final pending confirmation from Tenant's architect. If Tenant's measurement of the square footage of the Leased Premises is different from Landlord's measurement of the Leased Premises, then Tenant may dispute the measurement by giving Landlord notice within thirty (30) days after the Landlord delivers possession of the Leased Premises as provided in Section 3. If Landlord and Tenant cannot thereafter agree on the measurement within ten (10) days after Tenant's notice, then either party will have the right to submit the issue to arbitration in accordance with the rules of the American Arbitration Association. If it is determined mutually by the parties or by arbitration that the actual rentable square footage measured varies from the rentable square footage determined by Landlord, then the Base Rent and Additional Rent, as defined below (and any other provisions of this Lease based upon the actual rentable square footage), will be retroactively adjusted at the applicable square foot figure determined by an agreement between the parties or arbitration. If Tenant fails to provide Landlord with notice that it does not agree with Landlord's measurement of the square footage of the Leased Premises within thirty (30) days after the Landlord delivers possession as provided in Section 3, Tenant agrees that the Leased Premises shall be deemed to include the number of square feet set forth above and in no event shall Tenant have the right to challenge, demand, request or receive any change as a result of any claimed or actual error or omission in the square footage of the Leased Premises. The building in which the Leased Premises is located consists of approximately 39,105 square feet. Tenant's prorata share ($7,376 \div 39,105$ equates to 18.86 %).

(3) **Commencement and Ending Day of Term.** The term of this Lease shall be for a period of One Hundred Twenty (120) full calendar months from One Hundred Twenty (120) days after Landlord shall deliver possession of the Leased Premises to Tenant, provided that, except for punch-list items, Landlord has substantially completed (i) the shell of the Shopping Center, (ii) any work required to be performed on the Leased Premises and (iii) the common areas of the Shopping Center to allow usage thereof with City approval; in accord with Landlord's Work as defined in Exhibit "B" attached hereto or on the date upon which Tenant opens for business in the Leased Premises, whichever shall sooner occur (the "Commencement Date"). Tenant agrees to review, acknowledge, execute and deliver to Landlord the Commencement Date Agreement (Exhibit "C") within ten days from the date of written request of Landlord. Upon expiration of said ten day period, Tenant shall be conclusively deemed to have accepted the dates defined therein, which shall be final and thereafter irrefutable. Tenant shall have the right to extend the initial term of this Lease for five (5) extension periods of five (5) years each as set forth in Exhibit D. The "Rent Commencement Date" shall commence two (2) months after the Commencement Date. The period from the Commencement Date and the Rent Commencement Date shall be referred to as the "free rent period."

(4) **Base Rent.** On the Rent Commencement Date, subject to any adjustments set forth below, Tenant shall pay Landlord as base rent the sum of as listed below per month payable in advance without any prior demand therefore and without any deduction, claim, or setoff, except as otherwise set forth in this Lease, whatsoever for each monthly period through the term of this Lease.

	PER SQ FT	YEARLY RENT	MONTHLY RENT
YEARS ONE THROUGH FIVE	\$25.00	\$184,400	\$15,366.67
YEARS SIX THROUGH TEN	\$27.50	\$202,840	\$16,903.33

The base rent for each extension period shall be as set forth on Exhibit D.

(5) **Due Diligence Period.** Tenant shall have until one hundred twenty (120) days after the Effective Date (the "Due Diligence Period") to inspect the Shopping Center and the Leased Premises and to satisfy the following contingencies (the "Contingencies"):

(a) Receiving all approvals necessary for the development of its restaurant facility. Tenant shall apply for all necessary permits and approvals within forty-five (45) days after the Effective Date. The approvals shall include, but not be limited to, municipal site plan approval/use permit approval, corporate site approval (including approval of Tenant's Franchisor, as defined below), environmental tests, feasibility studies and physical site investigations. Tenant shall apply for its liquor license within such 45-day period; however, Landlord and Tenant acknowledge that the license will not be issued until after completion of all the improvements to be made to the Leased Premises and final inspection thereof by all required governmental authorities.

(b) Satisfactory review by Tenant of the title information furnished by Landlord and the commitment for the leasehold policy of title insurance. Tenant shall have until ten (10) days after receipt of the title commitment to notify Landlord, in writing, of such objections as Tenant may have to anything contained in the title commitment. Any item contained in the title commitment to which Tenant does not object shall be deemed approved. If Tenant timely delivers any such objections, Landlord may, but shall not be obligated to, either (1) remedy the title, or (2) to obtain title insurance insuring over the claimed defect, or (3) to terminate this Lease if unable or unwilling to remedy the title or obtain the title insurance; provided, that Tenant may elect to waive such defects and proceed with the transaction subject thereto. If the Landlord is unable or unwilling to remedy the title or obtain title insurance within the time specified, then this Lease shall be deemed automatically terminated. If objection to title is not made by Tenant within the time period provided for herein, Tenant shall be deemed to have waived any matter or alleged defect appearing in the title commitment.

(c) In the event Tenant, in its sole and absolute discretion, determines that the Leased Premises is not suitable for its purposes or that any of the contingencies have not been satisfied, Tenant may terminate this Lease by delivering a written notice of termination to Landlord which must be received by Landlord prior to the expiration of the Due Diligence Period. If Tenant fails to terminate this Lease prior to the expiration of the Due Diligence Period, then Tenant's right to terminate this Lease will be void and all of the Contingencies shall be deemed to be satisfied or waived.

(d) In the event that Tenant has diligently pursued satisfying the Contingencies following the Effective Date, then, in such event, upon written notice by Tenant sent to Landlord prior to the expiration of the Due Diligence Period, Tenant shall have the option to extend the Due Diligence Period for up to two (2) thirty (30) day periods provided that Tenant continues to diligently pursue obtaining the necessary approvals and, in all events, in the event the necessary approvals have not been obtained within one hundred and eighty (180) days after the Effective Date, then Landlord shall have the right to terminate this Lease by sending written notice to Tenant at any time thereafter and this Lease shall be null and void and of no further force and effect and both parties shall be relieved of any and all liability hereunder.

(e) Tenant acknowledges that Landlord has provided copies of all engineering, soil reports, environmental reports, municipal approvals and other information currently in Landlord's possession and control on the Effective Date, requested by Tenant. Within five (5) days after the Effective Date, Landlord shall provide Tenant with copies of all written agreements between Landlord and the developer of the condominium project which has title to any portion of the real property and building included as part of real property on which the Leased Premises is located and copies of all recorded documents applicable to the condominium project (e.g. master deed, condominium bylaws and condominium subdivision plan, etc.). Landlord shall also provide Tenant within five (5) days of the Effective Date with a commitment for a leasehold policy of title insurance applicable to the Leased Premises, together with copies of all documents applicable to all exceptions referred to in the commitment. The commitment shall be dated not earlier than fifteen (15) days prior to the Effective Date.

(6) **CAM, Taxes and Insurance Prorations.** From and after the Commencement Date, Tenant shall make monthly payments to Landlord, which shall be considered as additional rent for its prorata share all of those items set forth in Section 7 (Taxes) and Section 8 (CAM and Insurance). Tenant's prorata share for the common area maintenance, taxes, insurance prorations and for any other expense item is 18.86%.

(7) **Taxes and Assessments.** Tenant shall be responsible for and agrees to pay to Landlord as Additional Rent its prorata share of all taxes and assessments which may be levied or assess by any lawful authority against the Shopping Center, or the building or any part thereof during each calendar year during the Term of this Lease (excluding any portion which has been or will be submitted to a condominium project as referred to above) including, but not limited to, any tax or assessment, and Michigan business tax (hereinafter collectively referred to as "Taxes"). Taxes shall also include all taxes, levies and charges which may be assessed, levied, or imposed in replacement of or in addition

(b) Landlord shall execute the Franchise Addendum attached as Exhibit K to this Lease no later than thirty (30) days after the Effective Date. If Landlord fails or refuses to execute the Franchise Addendum within this thirty (30) day period, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Tenant shall have the right to recover from Landlord for all its actual, reasonable and verified costs and expenses it incurred to negotiate this Lease and to perform its other obligations under this Lease, which shall include but not be limited to attorney's fees, architectural fees, contractor and other consultant fees and expenses. Tenant shall promptly provide Landlord with the necessary documentation establishing all such costs and expenses after the date Tenant exercises its right of termination and Landlord shall pay all such amounts to Tenant within 30 days thereafter.

(c) Tenant shall have the right to install a patio area adjacent to the Leased Premises as set forth on Tenant's plans referred to in Exhibit B. Except for the concrete slab for the patio area, Tenant shall be responsible for all costs to construct the improvements for the patio area, to include the required fencing around the perimeter area of the patio. Tenant shall comply with all applicable laws with regard to conducting business on the patio area. The installation of all the improvements to the patio area shall be as set forth on Tenant's plans referred to above. In the event that Tenant has patio area adjacent to the Leased Premises, Tenant shall comply with all relevant state, municipal or local laws, regulations, rules or ordinances with respect to outdoor seating, and obtain all necessary permits or licenses for the same. Tenant shall maintain the patio area exclusively serving its customers in a clean and neat fashion.

(d) JK & T Wings, Inc. shall execute the Personal Guaranty attached as Exhibit L.

(e) The Rules and Regulations are attached as Exhibit M.

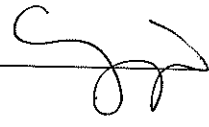
(53) Credits. As set forth on Exhibit B, Tenant will be receiving from Landlord various credits as a result of Tenant performing one or more of Landlord's obligations set forth on Exhibit B. All amounts owing by Landlord to Tenant as set forth on Exhibit B shall be paid by Landlord to Tenant no later than 15 days after Tenant delivers to Landlord a copy of the certificate of occupancy obtained by Tenant for the Premises. If the amount owing by Landlord is not paid within this 15 day period, Tenant shall have the right to apply all amounts not paid towards all amounts owing to Landlord under this Lease and the provisions of Paragraph 49 shall not be applicable to any amounts owing by Landlord under the provisions of this Paragraph.

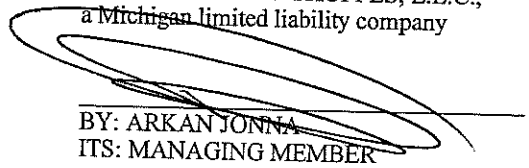
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

IN THE PRESENCE OF

LANDLORD:

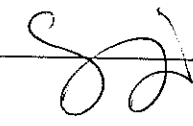
THE BOULEVARD SHOPPES, L.L.C.,
a Michigan limited liability company

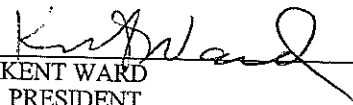
 2-23-08


BY: ARKANJONNA
ITS: MANAGING MEMBER

TENANT:

WINGS SIXTEEN, INC. d/b/a BUFFALO
WILD WINGS, a Michigan corporation

 2-23-08


BY: KENT WARD
ITS: PRESIDENT



CALL AHEAD MENU

Address, City • PHONE: 999.999.9999 • FAX: 999.999.9999

Sauce Appeal

Smilin', Sizzlin', Screamin'™. Which are you? Make a choice – today. Then change it tomorrow. We have over a dozen signature sauces to spice up your world.

- Sweet BBQ™ Asian Zing™
- Teriyaki™ Caribbean Jerk™
- Mild™ Hot BBQ™
- Parmesan Garlic™ Hot™
- Medium™ Mango Habanero™
- Honey BBQ™ Wild™
- Spicy Garlic™ Blazin'™

Side of Sauce.....\$0.50 QTY_____

Starters, Snacks & Sides

- The Sampler \$10.99 QTY_____
- Sauce:* _____
- Crispy Southwest Dippers \$4.99 QTY_____
- Mozzarella Sticks \$4.99 QTY_____
- Mini Corn Dogs \$4.99 QTY_____
- Ultimate Nachos \$6.99 QTY_____
- w/ chicken \$7.99 QTY_____
- Roasted Garlic Mushrooms... \$4.99 QTY_____
- Dressing (circle one): Ranch or Southwestern Ranch*
- Chips & Salsa \$3.29 QTY_____
- Chili Con Queso Dip \$5.69 QTY_____
- Taste Trio
- Boneless Wings \$8.99 QTY_____
- 3 Sauces: _____
- Chicken Tenders \$8.49 QTY_____
- 3 Sauces: _____
- Naked Tenders..... \$8.49 QTY_____
- 3 Sauces: _____
- Popcorn Shrimp \$7.79 QTY_____
- Onion Rings, Basket..... \$6.99 QTY_____
- Regular..... \$3.99 QTY_____
- Queso Chili Fries \$5.19 QTY_____
- Chicken Quesadilla..... \$6.79 QTY_____
- Cheeseburger Dippers \$4.99 QTY_____
- French Fries, Basket..... \$2.99 QTY_____
- Regular..... \$1.99 QTY_____
- Potato Wedges, Basket \$3.99 QTY_____
- Basket w/cheese \$4.99 QTY_____
- Basket w/chili & cheese \$5.69 QTY_____
- Regular..... \$2.49 QTY_____
- Regular w/cheese \$2.99 QTY_____
- Buffalo Chips™, Basket..... \$3.99 QTY_____
- Basket w/cheese \$4.99 QTY_____
- Basket w/chili & cheese \$5.69 QTY_____
- Regular..... \$2.49 QTY_____
- Regular w/cheese \$2.99 QTY_____

Grazin' Greens™

*DRESSINGS: French • Bleu Cheese • Honey Mustard
Light Italian • Ranch • Southwestern Ranch • Fat-Free Ranch
Thousand Island • Raspberry Vinaigrette*

- Grilled Chicken Salad \$7.19 QTY_____
- Dressing:* _____
- Chicken Tender Salad..... \$7.19 QTY_____
- Dressing:* _____
- Grilled Blackened Chk. Salad \$7.19 QTY_____
- Dressing:* _____
- Chicken Caesar Salad..... \$7.19 QTY_____
- Garden Salad..... \$5.49 QTY_____
- Dressing:* _____
- Side Salad..... \$2.69 QTY_____
- Dressing choices vary by location.*

Sauce-Spun Wings™

Buffalo, New York-style chicken wings spun in your favorite signature sauce. Celery and Bleu cheese included.

- 6 Wings.....\$4.59 QTY_____
- Sauce:* _____
- 12 Wings.....\$7.99 QTY_____
- Sauce:* _____
- 18 Wings.....\$11.79 QTY_____
- Sauce:* _____
- 24 Wings.....\$15.49 QTY_____
- Sauce:* _____
- 50 Wings.....\$31.99 QTY_____
- Sauce:* _____
- 100 Wings.....\$55.99 QTY_____
- Sauce:* _____
- Extra celery, Bleu cheese or Ranch\$0.50 QTY_____

Larger wing orders available. Availability of call-in orders for Wing Tuesdays® varies by location.

Boneless Wings

Celery and Bleu cheese included.

- 8 Boneless Wings\$6.99 QTY_____
- Sauce:* _____
- 12 Boneless Wings\$8.99 QTY_____
- Sauce:* _____
- 24 Boneless Wings.....\$16.99 QTY_____
- Sauce:* _____
- 50 Boneless Wings.....\$32.99 QTY_____
- Sauce:* _____
- Extra celery, Bleu Cheese or Ranch.....\$0.50 QTY_____

Tenders & Popcorn Shrimp

Served with French fries and your favorite signature sauce.

*Substitute side salad or onion rings for \$0.99 each.
Substitute Buffalo Chips™ or potato wedges for \$0.50 each*

- 6 Naked Tenders®\$6.99 QTY_____
- Sauce:* _____
- 4 Naked Tenders®\$5.99 QTY_____
- Sauce:* _____
- 6 Chicken Tenders\$8.79 QTY_____
- Sauce:* _____
- 4 Chicken Tenders\$7.49 QTY_____
- Sauce:* _____
- Popcorn Shrimp\$7.49 QTY_____

Wraps & Buffalitos®

All wraps and Buffalitos® served with tortilla chips and salsa.

Substitute side salad or onion rings for \$0.99 each.

- Naked Tenders® Wrap.....\$6.99 QTY_____
- Sauce:* _____
- Southwest Chicken Queso Wrap\$6.99 QTY_____
- Chicken Tender Wrap.....\$6.99 QTY_____
- Sauce:* _____
- Chicken Caesar Wrap\$6.99 QTY_____
- Buffalo Ranch Chicken Wrap \$6.99 QTY_____
- 2 Grilled Chicken Buffalitos®.....\$6.99 QTY_____
- Sauce:* _____

Ribs & Combos

Served with your favorite Buffalo Wild Wings sauce, coleslaw and French fries.

*Substitute side salad or onion rings for \$0.99 each.
Substitute Buffalo Chips™ or potato wedges for \$0.50 each*

- Chk. Tenders & Pop. Shrimp\$10.99 QTY_____
- Ribs & Chicken Tenders..... \$10.99 QTY_____
- Ribs & Popcorn Shrimp \$10.99 QTY_____
- Ribs & Traditional Wings \$11.99 QTY_____
- Ribs & Boneless Wings \$11.99 QTY_____
- Boneless & Trad. Wings \$11.99 QTY_____
- Ribs & More Ribs..... \$13.99 QTY_____
- Popcorn Shrimp & Fish..... \$10.99 QTY_____

Beefy Burgers

Our delicious burgers served on a Kaiser roll with lettuce, tomato, onion and French fries.

*Substitute side salad or onion rings for \$0.99 each
Substitute Buffalo Chips™ or potato wedges for \$0.50 each*

- Black & Bleu\$7.79 QTY_____
- Classic Burger\$6.79 QTY_____
- Cheeseburger.....\$7.29 QTY_____
- Cheddar Pepperjack Swiss
- Honey BBQ™ Bacon\$7.79 QTY_____
- Bacon Cheddar.....\$7.79 QTY_____

Satisfying Sandwiches

Served on a Kaiser roll with lettuce, tomato, onion and French fries.

*Substitute side salad or onion rings for \$0.99 each.
Substitute Buffalo Chips™ or potato wedges for \$0.50 each*

- Honey BBQ™ Bacon Chicken \$7.79 QTY_____
- Grilled Chicken\$7.49 QTY_____
- Sauce:* _____
- Jerk Chicken.....\$7.79 QTY_____
- Buffalo Ranch Chicken.....\$7.79 QTY_____
- Bacon Swiss Chicken.....\$7.79 QTY_____
- Pulled Pork Sandwich.....\$7.79 QTY_____
- Crispy Fish Sandwich.....\$7.79 QTY_____
- Gardenburger®.....\$6.69 QTY_____

You-Deserve-it Desserts

- Chocolate Peanut Butter Pie..\$4.69 QTY_____
- New York Cheesecake.....\$4.69 QTY_____
- Deep-dish Apple Pie.....\$4.69 QTY_____
- Chocolate Fudge Cake.....\$4.69 QTY_____

Dehydration Prohibited

Proudly serving Coca-Cola products

- Soft Drinks & Iced Tea
- 20 oz.\$2.19 QTY_____
- 32 oz.\$2.39 QTY_____
- Coffee\$0.99 QTY_____

Wild Child(ren)™

Kids' meals for ages 12 and under are served with French fries & 12-ounce soft drink.

- Mini Corn Dogs.....\$3.99 QTY_____
- Boneless Wings.....\$3.99 QTY_____
- Popcorn Shrimp.....\$3.99 QTY_____
- Naked Tenders®\$3.99 QTY_____
- Traditional Wings.....\$3.99 QTY_____
- Macaroni & Cheese.....\$3.99 QTY_____
- Chicken Tenders\$3.99 QTY_____
- Kids' Ice Cream\$1.29 QTY_____

Name

Phone #

P.U time

Address.....

Policy/Procedure: Responsible Alcohol Service - Management	Date Issued: 7/19/06
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Policy Statement

It is the policy of JK&T Wings, Inc. managers to ensure a safe environment is maintained, as it relates to the responsible serving of alcoholic beverages.

Guidelines

Managers will:

- I. Abide by all state and local regulations and ensure state and local compliance by all Team Members.
- II. Read, understand, abide by and support the Responsible Alcohol Service (RAS) Policy, company-sponsored alcohol certification, and state/local certification processes where applicable.
- III. Use reasonable discretion in following requirements that may affect the restaurant's liquor license. This may include, but is not limited to service to minors, over-service, violence, noise, capacity levels, other illegal activities and purchasing alcohol from unauthorized suppliers.
- IV. Ensure proper staffing levels, with properly trained Team Members, are adhered to in order to ensure responsible service of alcohol.
- V. Ensure the necessary RAS tools are available to these Team Members and are being utilized appropriately.
- VI. Maintain continuous awareness of RAS principles through constant communication, floor presence and proper table visits.
- VII. Conduct periodic audits to ensure compliance in Team Member training, checking ID's, actions for a violation, proper pouring, service standards and registering of sales.
- VIII. Follow and enforce policies and procedures for preventing and handling incidents and violations.

Procedures

- I. Staff and train appropriately to assist in the prevention of over-service.
 - A. Front of house Team Members will be trained in RAS certification programs (Company and state/local, where applicable).
 - i. Company RAS certification program will be taught on a periodic basis, so front of house Team Members are able to attend training and certifications do not expire.
 - ii. Managers will allow front of house Team Members requests off on days they must attend state/local training in order to maintain certification.
 - iii. In a restaurant where state or local law requires a liquor certification in order to serve alcohol, a Manager will not allow a Team Member to work

JK&T Wings, Inc.

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- until a copy of the certification has been provided by the Team Member. Generally it is easiest if the new Team Member is required to provide the copy of the liquor certification during orientation.
- iv. Copies of RAS program certifications must be kept accordingly in each Team Member's file.
- B. Managers will support and model behavior that supports the alcohol service concepts that are learned in training.
 - i. Managers should **NOT REQUIRE** serving of alcohol to a guest whom a Team Member determines (based on RAS training) should **not** be served.
 - ii. Managers should positively reinforce Team Members for correct behavior.
 - iii. Managers will perform daily observations and provide immediate feedback.
 - C. Managers will hold Team Members accountable for incorrect behavior.
 - i. Managers will observe the non-compliant behavior.
 - ii. Managers will immediately (and professionally) notify the Team Member of the non-compliant behavior.
 - iii. Managers will assess the behavior and take disciplinary action and document, as consistent with Company policies and procedures.
 - iv. Managers will re-train Team Member as needed based on the behavior.
 - v. Managers will follow-up on non-compliant behavior issues with additional observation.
 - D. Managers must know that Team Members may be reluctant to stop service for a variety of reasons, including known Guests (such as regular guests, family, friends), fear of confrontation with a Guest or fear of loss of gratuity.
 - i. Managers must be aware when known Guests are in the establishment.
 - ii. Managers must be able to perform the appropriate interventions if Team Members fear confrontation with Guests.
 - iii. Managers must communicate the importance of following RAS principles and avoiding over-service, even if it may result in potential loss of gratuity.
 - E. Managers must be aware that inappropriate (under or over) staffing may increase the risk of over-service.
 - i. Managers must make every attempt to ensure appropriate staffing levels.
 - ii. Managers must increase awareness of alcohol service and consumption when improperly staffed.
 - F. Managers will adhere to the procedures regarding last call as covered in the RAS policy, and continue to monitor Guests for signs of intoxication after last call.
- II. Ensure Proper Tools are provided to Support RAS Policy and Procedures.
 - A. Managers will ensure the RAS Incident Reports binder is kept behind the bar where all bartenders and servers can have access.
 - B. Managers will post job aids such as age calculators or posters stating the minimum birth date for 21-year-olds, to help Team Members determine a Guest's age.
 - i. Managers will ensure daily calendars are updated daily.

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- ii. Managers will ensure any signs or boards that are used for this communication are updated daily.

- III. Conduct Proper Audits to Assure Responsible Service.
 - A. Managers must maintain presence on the floor whenever possible to ensure that Team Members are adhering to the RAS policy and state/local laws.
 - i. Managers will randomly monitor and spot-check the ID checking process to ensure the process is being followed.
 - ii. Managers will conduct periodic spot checks to ensure drink recipes are followed.
 - 1. Proper glassware is used.
 - 2. A jigger is being used to measure alcohol and the proper amount of alcohol is being used per recipes.
 - 3. All drinks are rung into the register under the proper table/seat numbers.
 - iii. Managers will conduct periodic audits of guest checks and conduct table visits to ensure over-serving is not taking place.
 - 1. Monitor Point of Sale (POS) activities by viewing open checks, watching the number of drinks served per individual Guest, the time of service, etc.
 - 2. Visit with Guests in order to monitor individual Guest's level of alcohol consumption and potential intoxication level.
 - iv. Managers must be aware of internal and external responsible alcohol service or management audits.
 - 1. Managers should be aware that audits could occur at regular intervals or intermittently.
 - 2. Managers should know that various persons such as Regional Managers, Directors, local ABC, local Police, or other regulatory persons might perform an audit.
 - v. JK&T Wings, Inc. will conduct compliance checks on a monthly basis using Spies In Disguise alcohol mystery shopper.
 - 1. Should the employee properly check the I.D. of the mystery shopper he/she will be presented a green card. The shopper of their compliance check will notify the manager.
 - 2. Should the employee **fail** to properly check the I.D. of the mystery shopper he/she will be presented a red card. The shopper of their compliance check will notify the manager.
 - 3. The employee receiving their first red card will be performance counseled and suspended without pay for one week by the MOD.
 - 4. The employee receiving their second red card will be terminated. (Note: All stores will also be shopped by BARS, corporate incentive, and the above compliance steps will be followed)

- IV. Enforce RAS Policies and Procedures.
 - A. In the event of an alleged violation or incident, Managers must be aware that many documents may be necessary in addition to the RAS Incident Report, and they should be accumulated on an ongoing basis.

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1. Copies of all RAS training certificates, including previously earned certificates.
 2. Records of department meeting minutes and attendees.
 3. Letters from local law enforcement indicating successful compliance checks.
 4. Copies of signed Team Member acknowledgement sheets.
 5. Copies of actual training materials.
 6. Copies of Team Member schedules.
 7. Daily sales report information and guest check details.
 8. Video surveillance tapes (where applicable).
- B. Managers must conduct and document internal investigations and identify actions to take in the event of a violation.
1. After investigating, Managers must assist the Regional Manger in assessing whether re-training or disciplinary action up to and including termination, is appropriate.
 2. Managers must follow the established protocol or company policy for handling violations or citations.
- C. Managers must know that incident reports are court admissible business records that contain information about occurrences on the premises; therefore, managers must ensure RAS incident reports are completed accurately and professionally.

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Acknowledgement of Receipt

I have received a copy of the Manager's Responsibility for Responsible Alcohol Service. I understand that I am responsible for abiding by this Policy. This Policy is not intended to be nor does it constitute a contract between the employees and JK&T Wings, Inc. The Company reserves the right to change this Policy at any time upon notice to employees. Any Team Member found to have acted in violation of this Policy might be subject to disciplinary action, up to and including immediate termination.

Manager Signature

Date

Print Manager Name

Instructions to Employee:

Upon receipt of this Policy, please sign and date the Acknowledge of Receipt and give it to your Training General Manager. Retain a copy of the signed Policy for your files and future reference.

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Policy Statement

It is the policy of JK&T Wings, Inc. to monitor guests, serve the Guests appropriately, and safely respond to any incidents that may arise at the Restaurant as a result of a Guest who has been drinking alcohol.

Guidelines

- I. Obey all laws prohibiting the sale of alcohol to persons who are visibly intoxicated.
- II. Obey all laws prohibiting the sale of alcohol to minors. All Guests who are consuming alcohol must have their identification checked as described in this policy.
- III. Exceptions will not be made to our policy of not serving anyone under 21.
 - A. We **will not** serve alcohol to a parent or guardian purchasing for a minor child.
 - B. We **will not** serve alcohol to minor children in conjunction with any religious event or celebration.
- IV. Follow the procedures set forth in this policy to ensure that a Guest is not served too much alcohol, including suggestive selling of non-alcoholic drinks and food, slowing service to those Guests who appear to be nearing the point of intoxication, and refusing to serve Guests who appear to be visibly intoxicated.
- V. Follow the procedures set forth in this policy regarding Guests who may have become intoxicated.
- VI. Know the actions to be taken to avoid Guest intoxication.
- VII. Recognize the signs of intoxication.
- VIII. Follow the appropriate steps to protect Guests in the unlikely event they become intoxicated at our Restaurant.
- IX. Make every effort to prevent Guests from driving away from the Restaurant if they are intoxicated.
- X. Complete an Incident Report when alcohol is refused to a Guest, when alternative transportation is arranged for a Guest, or whenever the police are called related to alcohol service. Forward the reports to your Regional Manager and Director of Operations.
- XI. In the case of state or local required alcohol training, a server or bartender must provide certification of course completion prior to their first solo shift.
- XII. Additional Company approved/specified Responsible Alcohol Service training must be completed within the established timeframes. If these certifications are not completed

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within these timeframes, Team Members will not be permitted to work in a position that requires serving alcohol.

- A. Formal Classroom instruction and certification will be completed at the next available ServSafe Alcohol class sponsored by JK&T Wings, Inc.
- XIII. It is each bartender and server's responsibility to ensure individual certification (local, or state where applicable, and company-specific) remains current.
- XIV. It is each bartender and server's responsibility to use all skills and information learned during all certification processes, including but not limited to intoxication rate factors, BAC calculations and behavioral cues related to alcohol consumption.
- XV. Failure to follow this Responsible Alcohol Service policy will result in disciplinary action up to and including termination.

Procedures

- I. Monitor the consumption of alcohol.
 - A. In order to know what and how much Guests are consuming:
 - 1. Bartenders must follow strict recipe adherence when mixing alcoholic beverages, including correct glassware used for each recipe.
 - 2. A jigger (measured pours) must be used when mixing drinks.
 - 3. Free pouring of alcohol is never allowed.
 - B. Do not serve a Guest who appears to be under the influence of illegal drugs. Immediately contact the Manager if you suspect illegal drug activity in the Restaurant.
- II. Prohibit the sale of alcohol to minors.
 - A. The first time a Guest who appears to be under the age of 40 orders an alcoholic beverage, request to see his/her identification. You must know the forms of identification that are valid in your area. Each state has different rules regarding valid identifications and confiscation of false identification.
 - 1. In general, only the following identification will be considered valid:
 - A. Valid Drivers License.
 - B. Valid State-issued identification card.
 - C. A military ID.
 - D. A current passport.
 - E. An alien residency card or Visa, provided the card has a photo. If a Guest shows you an ID that does not have a photo, ask to see a photo ID.
 - 2. It is your responsibility to carefully check over the identification.
 - A. Check the photo to ensure it matches the individual.
 - B. Ensure the individual is at least 21.
 - C. Ensure the ID has not expired.
 - D. Must make a reasonable effort to ensure validity of the ID.

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- E. If you question the validity of the ID, ask personal questions about information on the ID or ask for a second form of identification.
- F. "Power Hour" promotes drinking in large quantity in a short period of time for a minor who is turning 21 at midnight, near the end of a business day.
 - 1. It is JK&T Wings, Inc. policy that a minor who turns 21 at midnight at the end of a business day will not be allowed to consume more than 2 drinks from midnight till close.
 - 2. Politely inform this Guest of our policy, wish them happy birthday and invite them back.

- B. Confiscation of false identification:
 - 1. After reviewing an ID, if there is reasonable doubt about identification's authenticity or a second form of ID was not provided when it was requested, politely inform the Guest that you will not serve them and return their ID.
 - 2. Confiscation of the ID is permitted in IL, LA and MI. Check with your manager for proper procedures.
 - 3. If the Guest insists the ID is valid, inform the Guest that you can call the police to come and check out the ID and confirm its validity. If they do not wish for you to obtain this confirmation, no service is allowed.

- C. When a Guest orders additional alcoholic beverages:
 - 1. If the server or bartender has personally seen the Guest's identification, he/she does not need to request to see it on subsequent alcohol purchases **on that day**, unless the Guest leaves the premises and returns.
 - 2. If a guest brings an empty glass or bottle with him/her when ordering an alcoholic beverage, **do not assume** he/she was previously carded. Request to see the person's identification if you did not **personally** card him/her.
 - 3. In the event a Guest is attempting to purchase multiple alcoholic beverages, an ID for each drink must be presented and checked for authentication. It is the bartender/server's responsibility to ensure that multiple drinks provided to one Guest are delivered to the appropriate people.

III. Prevent Guest intoxication.

- A. Observe the Guest upon arrival.
 - 1. If the Guest appears intoxicated, do not serve the Guest any alcohol.
 - 2. Complete an alcohol incident report.
 - 3. Discreetly, so not to cause embarrassment for the Guest, notify the Manager-on-Duty of the situation.
 - 4. A Guest who has become intoxicated in another restaurant should not be declined entrance, but should not be served any more alcohol.
 - 5. **Reasonable efforts** must be made to get **any** intoxicated Guest home safely.
- B. When possible, keep track of drinks consumed and in what time frame. You should know how much alcohol a Guest has consumed and to communicate such information to co-workers and managers as necessary. When counting

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drinks is not feasible, you must rely on your skills to recognize the signs of intoxication. Counting of drinks is simply a tool to assist you in this regard.

- C. It is the responsibility of each server and bartender to closely monitor alcohol consumption for the Guests in their section during the entire visit of the Guests.
- D. Suggestively sell food or non-alcoholic beverages to any Guest whom you need to slow down the consumption of alcohol.
- E. Engage Guests in conversation to observe any loss of inhibitions and judgment.
- F. Refuse to serve a guest who is at the point of intoxication.

IV. Procedures for Last Call

- A. Last call will be completed by the Manager-On-Duty or bartender no later than 20 minutes before the established closing time of the restaurant.
- B. The bartender or server may take and serve last call orders for 5 minutes after last call is completed.
- C. One last drink will be sold to a Guest during this time provided his/her current alcoholic beverage is less than half full. No drinks will be provided to Guests after this 5-minute last call window closes.
- D. All drink glasses (regardless if they have alcohol left in them or not) are pulled from all tables immediately at closing time of the Restaurant if required by local laws.
- E. BWW realizes that states/cities/counties may have more strict guidelines in regards to last call. In the event this occurs, the stricter guideline will prevail.

V. Procedures to Take with an Intoxicated Guest

- A. It is against Buffalo Wild Wings policy to serve alcohol to an individual who is visibly intoxicated. This applies whether this person has been drinking at your restaurant or arrived at your restaurant already intoxicated.
- B. Take the Guest off to the side (use tact and be diplomatic) and away from others in order to inform them they are being cut off.
- C. Do not use judgmental statements such as, "you're drunk" or "you're too smashed." Minimize confrontation. Try to use statements that reflect your concern for their safety.
- D. To cut off a debate or argument with a Guest, move away. Do not touch or have physical contact with the Guest. Do not raise your voice. Do not lose sight of the Guest when you move away.

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- E. Immediately notify the Manager-On-Duty that the Guest has been cut off, and complete an alcohol incident report.
 - F. Do not allow the Guest to drive. Offer solutions:
 1. Ask them for their keys (do not demand their keys or hold them without their consent).
 2. Suggest that a friend or someone else who is not impaired drive them home.
 3. Call a taxi (check on free fares in your city).
 4. Offer to call a friend of theirs to pick them up. (Offer free food while they wait for their cab or their friend).
 5. If the Guest refuses help, tell him you will call the police and advise them that he does not appear able to drive safely. Most Guests will then accept help.
 6. If all else fails and the Guest refuses help, call the police and report the description, make and direction of the car. Again, do not use judgmental statements such as, "The Guest is drunk." Instead state, "the Guest does not appear to be able to drive a car safely."
 - G. Serving a guest who is visibly intoxicated may result in disciplinary action up to and including termination.
- VI. Proper Communication Regarding Guests:
- A. If you have slowed or refused beverage service to a Guest, or believe that such action may soon be necessary, it is your responsibility to inform the Manager-On-Duty and co-workers who may need to be aware. This is particularly important during shift change.
 - B. If a Guest who has been drinking moves from one area of the Restaurant to another area, be sure to inform the co-worker in the other area of any information necessary to ensure the Guest is not over-served.
 - C. It is critical that decisions be enforced. Do not attempt to by-pass the rules, such as asking Team Members to bend the rules or to over-serve your friends or regular Guests.
- VII. Completing an Alcohol Incident Report.
- A. It is important to document all incidents that are alcohol related. Write the report immediately after an incident occurs; while the events are clear in your mind. Do not wait until the end of a shift or the next day.
 - B. The following types of incidents should always be documented:
 1. When an altercation occurs as service is refused.
 2. When transportation is arranged.
 3. When the police are called.
 4. When a Guest becomes ill after drinking too much alcohol.
 5. When an altercation or violence is threatened or occurs.
 - C. Notify the Manager-on-Duty either before or immediately after you have an incident that requires you to fill out an Alcohol Incident Report.

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Acknowledgement of Receipt

I have received a copy of the Responsible Alcohol Service. I understand that I am responsible for abiding by this Policy. This Policy is not intended to be nor does it constitute a contract between the employees and JK&T Wings, Inc. The Company reserves the right to change this Policy at any time upon notice to employees. Any Team Member found to have acted in violation of this Policy might be subject to disciplinary action, up to and including immediate termination.

Employee Signature

Date

Print Employee Name

Instructions to Employee:

Upon receipt of this Policy, please sign and date the Acknowledge of Receipt and give it to your supervisor. Retain a copy of the signed Policy for your files and future reference.



Violation History of Business:132082 J.C.K.W. INC.

Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
4/9/98	14759	SALE TO MINOR (19): (MT PLEASANT PD & ISABELLA CSD/HOAG)	12/12/1994 ***ORIGINALLY LICENSED W/RESORT C (BUS ID 7218) AND VIOLATION HISTORY TRANSFERRED TO THIS BUSINESS ID PER COMMISSION ORDER OF 07-07-1999*** 6/10/1998 LIC ACK - COMM KECK 6/15/1998 \$500 OR 25 DAYS SUSP SEC 22(3)
12/4/98	1290	SALE TO MINOR(20): (MT PLEASANT PD & LCC INV SMITH/#101)	11/01/1999 ***TRF CLASS C & SDM LICENSE TO THIS ADDRESS (VIOL HISTORY OF CC-RESORT (WHICH HAS BEEN PLACED IN ESCROW) NOW TO BE PART OF BUS ID 132082-PER COMM ORDER DATED 7-7-99)*** 2/04/1999 LIC ACK - COMM KECK 2/08/1999 \$750 OR 37 DAYS SUSP SEC 801(2)
7/26/00	55853	1) PERMIT OR ALLOW OUT-OF-DOORS IN AN AREA NOT APPROVED BY THE COMMISSION IN WRITING; 2) ADD SPACE TO THE PHYSICAL STRUCTURE OF LIC PREMISES W/OUT PRIOR WRITTEN APPROVAL OF THE COMMISSION: (LCC INV SMITH)	8/14/2000 LIC ACK - COMM WEATHERS CMG (RUSH) 8/22/2000 1)\$250; 2)\$250 TOTAL \$500 OR 25 DAYS SUSP, IF SERVED, TO RUN CONSECUTIVELY, NOT CONCURRENTLY WITH ANY OTHER SUSP. FURTHER, THE COMMISSIONER ORDERS ALL LICENSES AND PERMITS ISSUED BY THE MLCC TO THIS LICENSEE AT THE ABOVE NAMED ADDRESS BE SUSPENDED AS OF NOVEMBER 15, 2000, IF THE LICENSEE CITED IN THIS CASE IS NOT IN FULL COMPLIANCE WITH MLCC RULES AND REGULATIONS REGARDING THIS MATTER. FURTHER, THE COMMISSIONER ORDERS SAID LICENSES AND PERMITS TO BE REVOKED IF THE SUSPENSION IS NOT WAIVED BEFORE FEBRUARY 15, 2001. THE COMMISSIONER ALSO, ORDERS THAT THE SAID LICENSEE CEASE AND DESIST USING THE ADDED SPACE AND OUTDOOR SERVICE IN QUESTION UNTIL APPROVAL IS OBTAINED FROM THE MLCC FOR USE OF SAME. FINE PAID 9/14/2000 ***LICENSE IN COMPLIANCE WITH COMM ORDER - ADD SPACE COMPLETED; CANCELLED EXISTING OUTDOOR SERVICE; APPROVED FOR NEW OUTDOOR SERVICE & NEW ADD'L BAR PERMIT***
8/1/00	55881		8/01/2000 PASSED CONTROL BUY ON JULY 26, INV. SMITH & EDEL-NEWELL(LAN-073, LAN-078)
9/12/00	56667		9/12/2000 PASSED CONTROLLED BUY OPERATION ON 8-31-00 (INV. MAUL & BLANCHARD, LAN-080)

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Michigan Liquor Control Commission
7150 Harris Drive, PO Box 30005
Lansing, MI 48909-7505
Ph: 517-322-1400
Fx: 517-322-6137

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Violation History of Business:4903 WINGS TWO, INC.			
Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
11/1/97	13603	SALE TO MINOR (19): (INVS. HOLCZMAN & RYZENGA/GR-017)	1/21/1998 02-09-98 GRAND RAPIDS KECK-CARTER-CONTRACT 3/20/1998 \$400 OR 20 DAYS SUSP SEC 22(3)
10/11/99	50988	1) ALLOW A PROMOTION ON LIC'D PREMISES W/OUT PRIOR WRITTEN APPROVAL OF MLCC: 2) ENGAGE IN COOPERATE ADVERTISING WITH A WHOLESALER, BB & B BEER DISTRIBUTING CO: 3) ACCEPT AID OR ASSISTANCE FROM ANOT VENDOR, B & B BEER DISTRIBUTING CO, BY GIFT OF A LARGE BANNER WITH MILLER LITE & MILLER GENUINE DRAFT LOGO STATING, "YOU COULD WIN \$5000 DURING MONDAY NITE FOOTBALL, ASK US HOW! LITE ON TAP!: (INV. RYZENGA & SUPR DEAN)	2/07/2000 HEARING HELD GRAND RAPIDS STOREY-CARTER-CONTRACT 3/13/2000 1) \$150; 2) \$50; 3) \$150; TOTAL \$350 OR 17 DAYS SUSP
2/14/00	52284		2/14/2000 PASSED CONTROLLED BUY OPERATION 2-11-00 ING. ANDERSON/HOGAN, GR-044/048
11/18/02	71280		11/18/2002 PASSED CONTROLLED BUY OPERATION ON 11/14/02 (HEALY/REEDER/GR-118/GR-121)

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Violation History of Business:3711 WINGS THREE, INC.			
Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
3/15/98	14590	1) PREMISES OCCUPIED BEFORE THE LEGAL HOUR: 2) ALLOW INTOX PERSON TO LOITER: 3) PERSON CONSUMING BEFORE THE LEGAL HOUR: 4) SELLING ALCO BEFORE NOON ON SUNDAY: (OAKLAND CO SHER DEPT)	6/24/1998 07-22-98 FARMINGTON WEATHERS-DONAHUE-DECLERCQ 7/28/1998 1) \$300 OR 15 DAYS SUSP; 2)3)4) DISMISSED
2/11/04	79368		2/11/2004 CONTROLLED BUY OPERATION ON 2/05/04(PETERS,FRIEDRICH/X-28).
3/30/06	96346		3/30/2006 3-10-06: VIOL. WARN. NOTICE - R436.1013(1) (ILLEGAL GAMBLING) AND R436.1916(1) (EP W/O PERMIT)
6/30/06	100708		6/30/2006 PASSED CONTROLLED BUY OPERATION ON 5-20-06 (OAKLAND COUNTY SHERIFF DEPT.)

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Violation History of Business:4327 WINGS FOUR, INC.

Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
1/25/99	44897	REC'D - FAILURE TO DISPLAY LICENSE ON 11-27-98: (EAST LANSING PD)	6/09/1999 HEARING HELD LANSING HURST-CARTER-DECLERCQ 7/22/1999 \$100 OR 5 DAYS SUSP
2/9/01	61156	1) PREMISES OCCUPIED AFTER THE LEGAL HOUR: 2) SELLING AFTER THE LEGAL HOUR: 3) PERSONS CONSUMING AFTER THE LEGAL HOUR: (EAST LANSING PD)	7/26/2001 LIC ACK - COMM WEATHERS 8/04/2001 1)DISMISSED 2)\$200 3)\$200 \$400 OR 20 DAY SUSP.
3/20/02	68654	REC'D - 1) ACCEPTED AID OR ASSISTANCE FROM ANOT VENDOR, CAPITOL BEVERAGE CO INC, BY PROPERTY OF ANY DESCRIPTION, REBATE OR PREMIUMS OR OTHER VALUABLE THING: 2) ACCEPT DISPENSING EQUIPMENT OR COMPONENTS FROM A WHOLESALER, CAPITOL BEVERAGE, INC: 3) ALLOW ADVERTISING OF ALCO LIQUOR ON ANYTHING WHICH HAS ANY VALUE, USE OR PURPOSE OTHER THAN ACTUAL ADVERTISING VALUE:: 1-7-02 (LCC INV MEDLER)	11/01/2002 1)\$300, 2)\$300, 3)DISMISSED TOTAL OF \$600 OR 30 DAYS SUSP. NEGOTIATED SETTLEMENT 9/23/2002 HEARING HELD LANSING WEATHERS-WALTON-DECLERCQ NEG SET
4/10/03	75105	1) SALE TO INTOX PERSON-APRIL FERNANDEZ: 2) ALLOW INTOX PERSON TO CONSUME: 3) ALLOW INTOX PERSON TO LOITER: (EAST LANSING PD)	8/26/2003 LIC ACK - COMM WEATHERS 8/27/2003 1)\$500 SEC.801(2) 2)\$150 3)\$150 TOTAL \$900 OR 45 DAY SUSP.
2/13/04	79473		2/13/2004 PASSED CONTROLLED BUY OPERATION ON 2-11-04 (INV. MEDLER & SCHMIDT/LAN122 & LAN141)
5/8/05	91193	ALLOWED OVERCROWDING ON THE LIC'D PREMISES: (EAST LANSING PD)	10/17/2005 LIC ACK - COMM STOREY 10/18/2005 3 DAYS SUSP, SUSP WAIVED, \$300 OR 15 DAYS SUSP.
6/17/05	89232		6/17/2005 PASSED CONTROLLED BUY OPERATION ON 06-10-05 (EAST LANSING P.D.)
6/7/07	115213		6/07/2007 PASSED CONTROLLED BUY OPERATION ON 05-31-07 (INV. BRAIDWOOD/INV. BLANCHARD/LAN201/LAN202)

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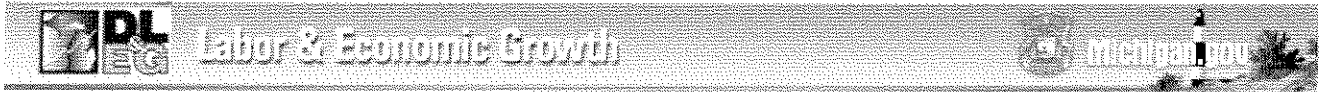
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Violation History of Business:140179 WINGS FIVE, INC.			
Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
10/20/03	77045		10/20/2003 PASSED CONTROLLED BUY OPERATION ON 10-16-03 (FRIEDRICH,PETERS/X-124,X-125).
3/24/06	96054		3/24/2006 3-10-06 VIOL. WARN. NOTICE R436.1013 (UNLAWFUL GAMBLING)
6/19/06	99957		6/19/2006 PASSED CONTROL BUY OPERATION ON 5/25/06, INV JONES, INV. CATO, X-149
12/6/06	107389		12/06/2006 PASSED CONTROL BUY OPERATION ON 12/2/06, INV. O'REILLY, INV. MYERS, X-155, X-157

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County Name: KENT						
LGU Name	Owner Name	DBA Name	Business Id	Violation History	Current Year to Date Purchases	Previous Year Purchases
GRAND RAPIDS CITY	WINGS SIX INC.	BUFFALO WILD WINGS GRILL & BAR	141105	N	\$12,347.30	\$44,826.25

1 Active Licensee(s) in KENT County

County: KENT

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Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
4/5/06	96385	4/05/2006 3-9-06 VIOL. WARN. NOTICE R436.1013 (ILLEGAL GAMBLING)	

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Violation History of Business:145379 WINGS EIGHT INC.

Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
8/23/03	76341	SALE TO MINOR-GR148 (19): (LCC INVS HEALY & REEDER/GR148/CK JESSICA STROVEN)	10/09/2003 LIC ACK - COMM WEATHERS 10/28/2003 \$500 OR 25 DAY SUSP. SEC.801(2)

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Violation History of Business:145554 WINGS NINE INC.

Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
3/24/06	96043	3/24/2006 3-10-06 VIOL. WARN. NOTICE R436.1013 (UNLAWFUL GAMBLING)	

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Violation History of Business:144714 WINGS TEN INC.

Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
5/2/07	113637		5/02/2007 PASSED CONTROLLED BUY OPERATION ON 04-18-07 (ANDERSON/RYZENGA/GR-200/GR-210)

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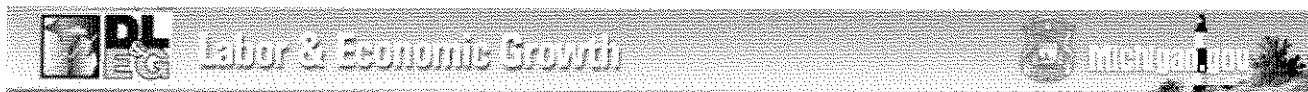
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Violation History of Business:146019 WINGS ELEVEN, INC.			
Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
3/24/06	96046		3/24/2006 3-7-06 VIOL. WARN. NOTICE R436.1013 (UNLAWFUL GAMBLING)

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Violation History of Business:155858 WINGS TWELVE INC.

Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
3/24/06	96041	3/24/2006 3-10-06 VIOL. WARN. NOTICE R436.1013 (UNLAWFUL GAMBLING)	

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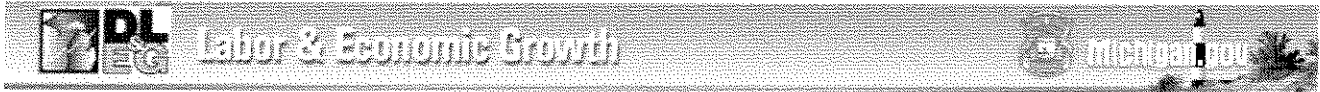
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County Name: LIVINGSTON						
LGU Name	Owner Name	DBA Name	Business Id	Violation History	Current Year to Date Purchases	Previous Year Purchases
GREEN OAK TWP	WINGS THIRTEEN, INC.	BUFFALO WILD WINGS	161666	N	\$7,402.25	\$31,963.15

1 Active Licensee(s) in LIVINGSTON County

County: **LIVINGSTON**

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County Name: OAKLAND						
LGU Name	Owner Name	DBA Name	Business Id	Violation History	Current Year to Date Purchases	Previous Year Purchases
WATERFORD TWP	WINGS FOURTEEN, INC.	BUFFALO WILD WINGS GRILL & BAR	187514	N	\$11,119.65	

1 Active Licensee(s) in OAKLAND County

County: OAKLAND

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County Name: KENT						
LGU Name	Owner Name	DBA Name	Business Id	Violation History	Current Year to Date Purchases	Previous Year Purchases
WYOMING CITY	WINGS FIFTEEN, INC.	BUFFALO WILD WINGS	174978	N	\$13,540.45	\$47,626.25

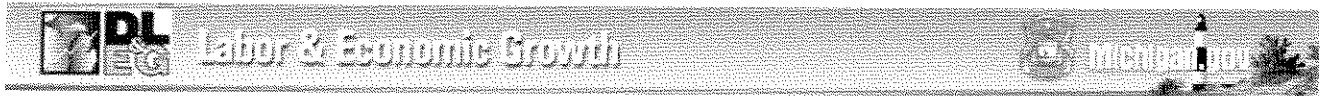
1 Active Licensee(s) in KENT County

County: **KENT**

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County Name: BAY						
LGU Name	Owner Name	DBA Name	Business Id	Violation History	Current Year to Date Purchases	Previous Year Purchases
BAY CITY	BW-BAY CITY, LLC	BUFFALO WILD WINGS GRILL & BAR	155080	N	\$8,328.20	\$27,027.75

1 Active Licensee(s) in BAY County

County: BAY

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Violation History of Business:165732 BW-MIDLAND, LLC

Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
5/10/06	98587	1) SALE TO INTOX PERSON-JENNIFER HARDY; 2) ALLOW INTOX PERSON TO CONSUME; 3) ALLOW INTOX PERSON TO LOITER: (MIDLAND PD)	6/29/2006 LIC ACK - COMM ROLLINS 7/19/2006 1)\$500 SEC 801(2), 2)\$150, 3)\$150 TOTAL OF \$800 OR 40 DAYS SUSP.

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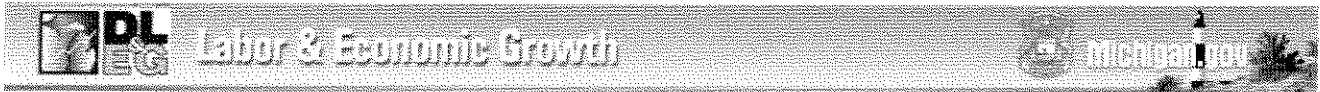
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Violation History of Business:158238 BW-FRENCHTOWN OPERATIONS, LLC			
Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
4/5/06	96386		4/05/2006 3-9-06 VIOL. WARN. NOTICE R436.1013 (ILLEGAL GAMBLING)

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CITY OF ROCHESTER HILLS

Building
Department

Kelly M. Winters – Deputy Director

DATE: 5/13/08

TO: Jane Leslie, Clerk's Office

RE: 1234 Walton Blvd.
Liquor License Application

Per your request, I have reviewed the application for the transfer of an outside Class C License to 1234 Walton Blvd., Rochester Hills, to be known as Buffalo Wild Wings Grill and Bar. This new tenant will occupy existing space in the Boulevard Shoppes Development at 1220 Walton Blvd.

Please be advised that construction plans for this proposed tenant space are in the early stages of review, and a Building Permit has not yet been issued. The Building Department is currently waiting for revised drawings from the Architect involved with the project.

Anticipating that the proposed tenant space build-out will meet all necessary code requirements through the normal plan review and construction process, the Building Department has no objection to the Class C License transfer to this site.

CITY OF ROCHESTER HILLS

Fire
Department

Todd M. Gary, Captain/Fire Marshal

DATE: May 6, 2008

TO: Jane Leslie

RE: Class C Transfer –
1234 Walton Blvd.
Buffalo Wild Wings

Please be advised the Fire Department has no objections to the issuance of a Class C license to the tenant space at 1234 Walton Blvd.

If you should have any questions, please contact me.

TMG/lak

@@

CITY OF ROCHESTER HILLS

1000 Rochester Hills DR. Rochester Hills, MI 48309

WINGS SIXTEEN, INC.

DATE: 4/30/2008
RECEIPT NO: 35727 DL
DEPOSIT NO:

<u>G/L NUMBER</u>	<u>DESCRIPTION</u>	<u>PERMIT</u>	<u>AMOUNT</u>
101 451008	Lic. & Pmts.-Clerks Dept.		1,550.00
	TOTAL AMOUNT:	1,550.00	
	CASH AMOUNT:	.00	
	CHECK AMOUNT:	1,550.00	
	CREDIT CARD:	.00	
	DEBIT CARD:	.00	
	TOTAL RECEIVED:	1,550.00	
	CHANGE TENDERED:	.00	

CHECK #: 10018

RECEIVED BY: TREASURER/LEMANSK\$