EMPLOYMENT, CONFIDENTIALITY AND NONCOMPETE AGREEMENT

This Employment, Confidentiality and Noncompete Agreement

("Agreement") is made and entered into as of the 1st day of May, 2004, by and

between Build-A-Bear Workshop, Inc., a Delaware corporation ("Company"), and

Maxine Clark ("Employee").

WHEREAS, Company's predecessor, Build-A-Bear Workshop, L.L.C.

(the "LLC"), and Employee were party to that certain Employment Agreement dated

as of October 1, 1997, which the parties replaced by an Employment,

Confidentiality and Noncompete Agreement dated as of April 3, 2000 (the

"Existing Agreement") in connection with the merger of the LLC with and into the

Company and the Company's assumption of the business of the LLC in connection

therewith.

WHEREAS, Employee and Company desire to have Employee continue

her employment as the Chief Executive Officer of the Company and to enter into

this Agreement with the intent of superceding the Existing Agreement.

WHEREAS, Company has pioneered the retail concept of "make

your own" stuff plush toys, including animals and dolls, and is engaged in,

among other things, the business of production, marketing, promotion and

distribution of plush stuff toys, clothing, accessories and similar items,

including without limitation, the ownership, management, franchising, leasing

and development of retail stores in which the basic operation is the selling of

such items, and the promotion of the related concepts and characters through

merchandising and mass media. The Company is headquartered and its principal

place of business are located in, and this Agreement is being signed in, St.

Louis, Missouri.

WHEREAS, Company conducts business in selected locations

throughout the United States and internationally through franchise arrangements.

WHEREAS, Company has expended a great deal of time, money and

effort to develop and maintain its proprietary Confidential Information (as

defined herein) which is material to Company and which, if misused or disclosed,

could be very harmful to Company's business.

WHEREAS, the success of Company depends to a substantial

extent upon the protection of its Confidential Information and goodwill by all

of its employees.

WHEREAS, Company compensates its employees to, among other

things, develop and preserve goodwill with its customers, landlords, suppliers

and partners on Company's behalf and business information for Company's

ownership and use.

WHEREAS, if Employee were to leave Company, Company, in all

fairness, would need certain protections in order to prevent competitors of

Company from gaining an unfair competitive advantage over Company or diverting

goodwill from Company, or to prevent Employee from misusing or misappropriating

the Confidential Information.

<PAGE>

NOW, THEREFORE, in consideration of the compensation and other

benefits of Employee's employment by Company and the recitals, mutual covenants

and agreements hereinafter set forth, Employee and Company agree as follows:

1. Employment Services.

(a) Employee employment as Chief Executive Officer/Chief

Executive Bear is hereby continued upon the terms and conditions hereinafter set

forth. Employee shall serve as Chief Executive Bear, during the Employment

Period, on a full-time basis. Employee has full authority, among other rights

and duties, to hire and fire personnel, buy inventory, price products for sale,

negotiate leases and in general run Company's operations.

Employee agrees that throughout Employee's employment with

Company, Employee will (i) faithfully render such services as may be delegated

to Employee by Company, (ii) devote substantially all of Employee's entire

business time, good faith, best efforts, ability, skill and attention to

Company's business, and (iii) follow and act in accordance with all of the

rules, policies and procedures of Company, including but not limited to working

hours, sales and promotion policies, and specific Company rules. During the term

of her employment, Employee may engage in outside activities, provided those

activities do not interfere or conflict with her duties and responsibilities

hereunder, provided, Employee will not serve as an officer or on the board of

directors of another for-profit entity without the prior written consent of the

Corporate Governance Committee of the Company. The Company specifically

acknowledges and agrees that Employee may continue to hold the positions set

forth on Exhibit 1 hereto. The Company further agrees that it shall not relocate

its headquarters outside of the St. Louis metropolitan area during the term of

this Agreement or otherwise during the term of this Agreement require Employee

to relocate her residence outside of the St. Louis metropolitan area.

(b) "Company" means Build-A-Bear Workshop, Inc. or one of

its Subsidiaries, whichever is Employee's employer. The term "Subsidiary" means

any corporation, joint venture or other business organization in which

Build-A-Bear Workshop, Inc. now or hereafter, directly or indirectly, owns or

controls more than fifty percent (50%) interest.

2. Term of Employment. The term of this Agreement shall

commence on May 1, 2004 and shall end on the fifth (5th) anniversary hereof,

unless sooner terminated as provided in Section 4 hereof (the "Initial Term").

Following the Initial Term, this Agreement shall automatically renew for

successive one-year periods (each a "Renewal Period"; collectively, the Initial

Term and each Renewal Period, the "Employment Period"), unless sooner terminated

as provided in Section 4 hereof.

3. Compensation.

(a) Base Salary. During the Employment Period, Company shall

pay Employee as compensation for her services an annual base salary of not less

than Three Hundred Seventy-Five Thousand Dollars ($375,000), payable in

accordance with Company's usual practices. Employee's annual base salary rate

shall be reviewed by Company's Compensation Committee at least annually for

increase following each fiscal year so that Employee's salary will be

commensurate for similarly

2

<PAGE>

situated executives with firms similarly situated to Company; provided, however,

that if Employee's individualized performance targets (set for each fiscal year

by Employee and Employee's team leader) are achieved, Employee's annual base

salary rate shall be subject to annual increase by no less than the average

percentage increase given to all other Company executive employees for such

fiscal year (the "Average Increase").

(b) Bonus. Should Company exceed its sales, profits and

other objectives for any fiscal year, Employee shall be eligible to receive a

bonus for such fiscal year as determined by the Compensation Committee of the

Board of Directors. For the current fiscal year, Employee will participate in

the Chiefs Bonus plan previously approved by the compensation committee of the

Board of Directors and shall be eligible for bonus opportunities of up to 250%

of her base compensation. In future years, such bonus opportunity will be

sufficiently large that if she achieves such bonus, she will be the Company's

highest paid employee. Any bonus payable to Employee will be payable in cash,

stock or stock options, or combination thereof, all as determined by the Board

of Directors or any duly authorized committee thereof, and unless a different

payout schedule is applicable for all executive employees of the Company, any

such bonus payment will be payable in a single, lump sum payment. In the event

of termination of this Agreement because of Employee's death or disability (as

defined by Section 4.1(b)), termination by the Company without Cause pursuant to

Section 4.1(d) or pursuant to Employee's right to terminate this Agreement for

Good Reason under Section 4.1(e), the bonus criteria shall not change and any

bonus shall be pro-rated based on the number of full calendar weeks during the

applicable fiscal year during which Employee was employed hereunder.

Such bonus, if any, shall be payable after Company's

accountants have determined the sales and profits and have issued their audit

report with respect thereto for the applicable fiscal year, which determination

shall be binding on the parties. Any such bonus shall be paid within one hundred

twenty (120) days after the end of each calendar year or thirty (30) days after

the issuance of the auditor's report, whichever is later, regardless of

Employee's employment status at the time payment is due.

(c) Stock Options. Employee had previously been granted

options to purchase 386,049 shares of Company's common stock (the "Common

Stock"), pursuant to the terms set forth more particularly in the Option

Agreements used in connection with the Build-A-Bear Workshop, Inc. 2000 Stock

Option Plan and the Build-A-Bear Workshop, Inc. 2002 Stock Incentive Plan (or

any successor plan) (the "Plan"). For 2004, Employee shall be granted options to

purchase an additional 36,234 shares pursuant to the Plan and the applicable

Option Agreements. It is intended that such additional options will be granted

pursuant to the Plan, and will be incentive stock options. Future options to

purchase the Common Stock may be granted upon the approval of the Compensation

Committee.

(d) Discounts. Employee and her immediate family will be

entitled to a 20% discount for all merchandise purchased at Company's stores.

(e) Vacation. Employee shall initially be entitled to paid

vacation and paid sick leave on the same basis as may from time to time apply to

other Company executive employees

3

<PAGE>

generally. Employee shall also be entitled to one (1) additional day per

calendar year of paid vacation to be taken in the month of her birthday.

(f) Other. Employee shall be eligible for a car allowance and

such other perquisites as may from time to time be awarded to Employee by

Company payable at such times and in such amounts as Company, in its sole

discretion, may determine. All such compensation shall be subject to customary

withholding taxes and other employment taxes as required with respect thereto.

Employee shall also qualify for all rights and benefits for which Employee may

be eligible under any benefit plans including group life, medical, health,

dental and/or disability insurance or other benefits ("Welfare Benefits") which

are provided for employees generally at her then current location of employment.

4. Termination of Employment.

4.1 Termination Events. Prior to the expiration of the

Employment Period, this Agreement and Employee's employment may be terminated as

follows:

(a) Upon Employee's death;

(b) By the Company, upon thirty (30) day's prior written

notice to Employee in the event Employee, by reason of permanent physical or

mental disability (which shall be determined by a physician selected by Company

or its insurers and acceptable to Employee or Employee's legal representative

(such agreement as to acceptability not to be withheld unreasonably), shall be

unable to perform the essential functions of her position, with or without

reasonable accommodation, for three (3) consecutive months; provided, however,

Employee shall not be terminated due to permanent physical or mental disability

unless or until said disability also entitles Employee to benefits under such

disability insurance policy as is provided to Employee by Company.

(c) By the Company with Cause during the Initial Term. For the

purposes of this Agreement "Cause" shall mean: (i) Employee's engagement in any

conduct which, in Company's reasonable determination, constitutes gross

misconduct, or is illegal, unethical or improper provided such conduct brings

detrimental notoriety or material harm to Company; (ii) gross negligence or

willful misconduct; (iii) conviction of fraud or theft; (iv) a material breach

of a material provision of this Agreement by Employee, or (v) failure of

Employee to follow a written directive of the Board of Directors within thirty

(30) days after receiving such notice, provided that such directive is

reasonable in scope or is otherwise within the Board's reasonable business

judgment, and is reasonably within Employee's control; provided Employee does

not cure said conduct or breach (to the extent curable) within 30 days after the

Board of Directors provides Employee with written notice of said conduct or

breach.

(d) By the Company with or without Cause following the Initial

Term.

(e) By the Employee with or without Good Reason. For purposes

of this Agreement, "Good Reason" shall mean: (i) a material breach of a material

provision of this Agreement by Company; or (ii) a significant diminishment in

the nature or scope of authority,

4

<PAGE>

power, function, or duty attached to the position Employee currently maintains

without the express written consent of Employee; provided Company does not cure

said conduct or breach within thirty (30) days after Employee provides the Board

of Directors with written notice of said conduct or breach.

4.2 Impact of Termination.

(a) Survival of Covenants. Upon termination of this

Agreement, all rights and obligations of the parties hereunder shall cease,

except termination of employment pursuant to Section 4 or otherwise shall not

terminate or otherwise affect the rights and obligations of the parties pursuant

to Sections 5 through 13 hereof.

(b) Severance. In the event (i) the Company terminates

Employee's employment without Cause following the Initial Term pursuant to

Section 4.1(d) or (ii) the Employee terminates her employment for Good Reason

pursuant to Section 4.1(e), the Company shall continue her base salary for a

period of twelve (12) months from termination, such payments to be reduced by

the amount of any compensation from a subsequent employer during such period.

The Company shall also continue Employee's Welfare Benefits for such period to

the extent permitted by the Company's Welfare Benefits Plans. Employee shall

also be eligible to receive a bonus with respect to the year of termination as

provided in Section 3(b).

(c) Damages. In the event that during the Initial Term the

Company terminates Employee's without Cause (other than for death or disability)

in violation of the terms of this Agreement, Employee shall be entitled to

damages in an amount not less than the sum of (i) the amount of base salary

Employee would have been paid during the remainder of the Initial Term pursuant

to Section 3(a), and (ii) an amount equal to the bonus Employee would have

earned pursuant to Section 3(b) during the Initial Term (but in no event less

the average bonus paid to Employee during the 2 fiscal years immediately

preceding such termination). This Section 4.2(c) is not intended to be a limit

on the amount of damages Employee may recover or otherwise limit or reduce any

remedies available to Employee in the event the Company terminates Employee

during the Initial Term in violation of the provisions of this Agreement.

5. Confidential Information.

(a) Employee agrees to keep secret and confidential, and not

to use or disclose to any third parties, except as directly required for

Employee to perform Employee's employment responsibilities for Company, any of

Company's proprietary Confidential Information.

(b) Employee acknowledges and confirms that certain data and

other information (whether in human or machine readable form) that comes into

her possession or knowledge (whether before or after the date of this Agreement)

and which was obtained from Company, or obtained by Employee for or on behalf of

Company, and which is identified herein (the "Confidential Information") is the

secret, confidential property of Company. This Confidential Information

includes, but is not limited to:

5

<PAGE>

(1) lists or other identification of customers or

prospective customers of Company;

(2) lists or other identification of sources or prospective

sources of Company's products or components thereof, its landlords and

prospective landlords and its current and prospective alliance, marketing and

media partners (and key individuals employed or engaged by such parties);

(3) all compilations of information, correspondence,

designs, drawings, files, formulae, lists, machines, maps, methods, models,

studies, surveys, scripts, screenplays, artwork, sketches, notes or other

writings, plans, leases, records and reports;

(4) financial, sales and marketing data relating to Company

or to the industry or other areas pertaining to Company's activities and

contemplated activities (including, without limitation, leasing, manufacturing,

transportation, distribution and sales costs and non-public pricing

information);

(5) equipment, materials, designs, procedures, processes,

and techniques used in, or related to, the development, manufacture, assembly,

fabrication or other production and quality control of Company's products,

stores and services;

(6) Company's relations with its past, current and

prospective customers, suppliers, landlords, alliance, marketing and media

partners and the nature and type of products or services rendered to, received

from or developed with such parties or prospective parties;

(7) Company's relations with its employees (including,

without limitation, salaries, job classifications and skill levels); and

(8) any other information designated by Company to be

confidential, secret and/or proprietary (including without limitation,

information provided by customers, suppliers and alliance partners of Company).

Notwithstanding the foregoing, the term Confidential Information shall not

consist of any data or other information which has been made publicly available

or otherwise placed in the public domain other than by Employee in violation of

this Agreement.

(c) During the Employment Period, Employee will not copy,

reproduce or otherwise duplicate, record, abstract, summarize or otherwise use,

any papers, records, reports, studies, computer printouts, equipment, tools or

other property owned by Company except as expressly permitted by Company in

writing or required for the proper performance of her duties on behalf of

Company.

6

<PAGE>

6. Post-Termination Restrictions. Employee recognizes that (i)

Company has spent substantial money, time and effort over the years in

developing and solidifying its relationships with its customers, suppliers,

landlords and alliance, marketing and media partners and in developing its

Confidential Information; (ii) long-term customer, landlord, supplier and

partner relationships often can be difficult to develop and require a

significant investment of time, effort and expense; (iii) Company has paid its

employees to, among other things, develop and preserve business information,

customer, landlord, vendor and partner goodwill, customer, landlord, vendor and

partner loyalty and customer, landlord, vendor and partner contacts for and on

behalf of Company; and (iv) Company is hereby agreeing to employ and pay

Employee based upon Employee's assurances and promises not to divert goodwill of

customers, landlords, suppliers or partners of Company, either individually or

on a combined basis, or to put herself in a position following Employee's

employment with Company in which the confidentiality of Company's Confidential

Information might somehow be compromised. Accordingly, Employee agrees that

during the Employment Period and for the period of time set forth below

following termination of employment (unless the Agreement was terminated by

Employee for Good Reason), Employee will not, directly or indirectly (whether as

owner, partner, consultant, employee or otherwise):

(a) for three (3) years, engage in, assist or have an

interest in, or enter the employment of or act as an agent, advisor or

consultant for, any person or entity which is engaged in, or will be engaged in,

the development, manufacture, supplying or sale of a product, process, service

or development which is competitive with a product, process, service or

development on which the Company has expended resources and on which the

Employee worked or with respect to which Employee has or had access to

Confidential Information while at Company ("Restricted Activity"), and which is

located within the United States or within any country where the Company has

established a retail presence either directly or through a franchise

arrangement; or

(b) for three (3) years, induce or attempt to induce any

employee, consultant, partner or advisor of Company to accept employment or an

affiliation with any entity engaged in a Restricted Activity;

provided, however, that following termination of her employment, Employee shall

be entitled to be an employee of an entity that engages in Restricted Activity

so long as, for three (3) years following termination of said employment,: (i)

the sale of stuffed plush toys is not a material business of the entity; (ii)

Employee has no direct or personal involvement in the sale of stuffed plush toys

; and (iii) neither Employee, her relatives, nor any other entities with which

he is affiliated own more than 1% of the entity. As used in this Section 6,

"material business" shall mean that either (A) greater than 10% of annual

revenues received by such entity were derived from the sale of stuffed plush

toys and related products, or (B) the annual revenues received or projected to

be received by such entity from the sale of stuffed plush toys and related

products exceeded $10 million, or (C) or the entity otherwise annually derives

or is projected to derive annual revenues in excess of $5 million from a retail

concept that is similar in any material regard to Company.

7. Acknowledgment Regarding Restrictions. Employee recognizes and

agrees that the restraints contained in Section 6 (both separately and in

total), including the geographic scope thereof in light of the Company's

marketing efforts, are reasonable and enforceable in view

7

<PAGE>

of Company's legitimate interests in protecting its Confidential Information and

customer goodwill and the limited scope of the restrictions in Section 6.

8. Inventions.

(a) Any and all ideas, inventions, discoveries, patents,

patent applications, continuation-in-part patent applications, divisional patent

applications, technology, copyrights, derivative works, trademarks, service

marks, improvements, trade secrets and the like (collectively, "Inventions"),

which are developed, conceived, created, discovered, learned, produced and/or

otherwise generated by Employee, whether individually or otherwise, during the

time that Employee is employed by Company, whether or not during working hours,

that relate to (i) current and anticipated businesses and/or activities of

Company, (ii) the current and anticipated research or development of Company, or

(iii) any work performed by Employee for Company, shall be the sole and

exclusive property of Company, and Company shall own any and all right, title

and interest to such Inventions. Employee assigns, and agrees to assign to

Company whenever so requested by Company, any and all right, title and interest

in and to any such Invention, at Company's expense, and Employee agrees to

execute any and all applications, assignments or other instruments which Company

deems desirable or necessary to protect such interests, at Company's expense.

(b) Employee acknowledges that as part of her work for the

Company he or she may be asked to create, or contribute to the creation of,

computer programs, documentation and other copyrightable works. Employee hereby

agrees that any and all computer programs, documentation and other copyrightable

materials that he has prepared or worked on for the Company, or is asked to

prepare or work on by the Company, shall be treated as and shall be a "work made

for hire," for the exclusive ownership and benefit of Company according to the

copyright laws of the United States, including, but not limited to, Sections 101

and 201 of Title 17 of the U.S. Code ("U.S.C.") as well as according to similar

foreign laws. Company shall have the exclusive right to register the copyrights

in all such works in its name as the owner and author of such works and shall

have the exclusive rights conveyed under 17 U.S.C. Sections 106 and 106A

including, but not limited to, the right to make all uses of the works in which

attribution or integrity rights may be implicated. Without in any way limiting

the foregoing, to the extent the works are not treated as works made for hire

under any applicable law, Employee hereby irrevocably assigns, transfers, and

conveys to Company and its successors and assigns any and all worldwide right,

title, and interest that Employee may now or in the future have in or to the

works, including, but not limited to, all ownership, U.S. and foreign

copyrights, all treaty, convention, statutory, and common law rights under the

law of any U.S. or foreign jurisdiction, the right to sue for past, present, and

future infringement, and moral, attribution, and integrity rights. Employee[ and

its employees and agents] hereby expressly and forever irrevocably waives any

and all rights that he or she[ or they] may have arising under 17 U.S.C.

Sections 106A, rights that may arise under any federal, state, or foreign law

that conveys rights that are similar in nature to those conveyed under 17 U.S.C.

Sections 106A, and any other type of moral right or droit moral.

9. Company Property. Employee acknowledges that any and all notes,

records, sketches, computer diskettes, training materials and other documents

relating to Company obtained by or provided to Employee, or otherwise made,

produced or compiled during the Employment Period, regardless of the type of

medium in which they are preserved, are the sole and exclusive

8

<PAGE>

property of Company and shall be surrendered to Company upon Employee's

termination of employment and on demand at any time by Company.

10. Non-Waiver of Rights. Either party's failure to enforce at any

time any of the provisions of this Agreement or to require at any time

performance by the other party of any of the provisions hereof shall in no way

be construed to be a waiver of such provisions or to affect either the validity

of this Agreement, or any part hereof, or the right of the non-breaching party

thereafter to enforce each and every provision in accordance with the terms of

this Agreement.

11. Company's Right to Injunctive Relief. In the event of a breach

or threatened breach of any of Employee's duties and obligations under the terms

and provisions of Sections 5, 6, or 8 hereof, Company shall be entitled, in

addition to any other legal or equitable remedies it may have in connection

therewith (including any right to damages that it may suffer), to temporary,

preliminary and permanent injunctive relief restraining such breach or

threatened breach. Employee hereby expressly acknowledges that the harm which

might result to Company's business as a result of any noncompliance by Employee

with any of the provisions of Sections 5, 6 or 8 would be largely irreparable.

Employee specifically agrees that if there is a question as to the

enforceability of any of the provisions of Sections 5, 6 or 8 hereof, Employee

will not engage in any conduct inconsistent with or contrary to such Sections

until after the question has been resolved by a final judgment of a court of

competent jurisdiction.

12. Judicial Enforcement. If any provision of this Agreement is

adjudicated to be invalid or unenforceable under applicable law in any

jurisdiction, the validity or enforceability of the remaining provisions thereof

shall be unaffected as to such jurisdiction and such adjudication shall not

affect the validity or enforceability of such provisions in any other

jurisdiction. To the extent that any provision of this Agreement is adjudicated

to be invalid or unenforceable because it is overbroad, that provision shall not

be void but rather shall be limited only to the extent required by applicable

law and enforced as so limited. The parties expressly acknowledge and agree that

this Section is reasonable in view of the parties' respective interests.

13. Employee Representations. Employee represents that the

execution and delivery of the Agreement and Employee's employment with Company

do not violate any previous employment agreement or other contractual obligation

of Employee and that Employee is not subject to any agreement which restricts

the scope of her employment.

14. Amendments. No modification, amendment or waiver of any of the

provisions of this Agreement shall be effective unless in writing specifically

referring hereto, and signed by the parties hereto. This Agreement supersedes

all prior agreements and understandings between Employee and Company to the

extent that any such agreements or understandings conflict with the terms of

this Agreement.

15. Assignments. This Agreement shall be freely assignable by

Company to and shall inure to the benefit of, and be binding upon, Company, its

successors and assigns and/or any other entity which shall succeed to the

business presently being conducted by Company. Being a contract for personal

services, neither this Agreement nor any rights hereunder shall be assigned by

Employee.

9

<PAGE>

16. Choice of Forum and Governing Law. In light of Company's

substantial contacts with the State of Missouri, the parties' interests in

ensuring that disputes regarding the interpretation, validity and enforceability

of this Agreement are resolved on a uniform basis, and Company's execution of,

and the making of, this Agreement in Missouri, the parties agree that: (i) any

litigation involving any noncompliance with or breach of the Agreement, or

regarding the interpretation, validity and/or enforceability of the Agreement,

shall be filed and conducted in the state or federal courts in St. Louis City or

County, Missouri; and (ii) the Agreement shall be interpreted in accordance with

and governed by the laws of the State of Missouri, without regard for any

conflict of law principles.

17. Life Insurance. At all times during the term of this Agreement,

Company shall use its best efforts to keep in full force one or more policies of

"key person" life insurance on Employee's life in the aggregate death benefit of

two million dollars ($2,000,000), at Company's cost, with the Company as

beneficiary. Employee will do all things within her power that are reasonably

necessary to keep that insurance in force and will cooperate with the Company

and the insurance companies issuing the policies or policies in doing whatever

is reasonably necessary to keep them in force. Employee shall have no liability

to Company or others if such policies are canceled or not renewed due to causes

beyond Employee's control.

18. ARBITRATION. ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR

RELATING TO THIS AGREEMENT, THE BREACH THEREOF, OR EMPLOYEE'S EMPLOYMENT BY

COMPANY, SHALL, AT COMPANY'S SOLE OPTION, BE SETTLED BY BINDING ARBITRATION IN

THE COUNTY OF ST. LOUIS IN ACCORDANCE WITH THE RULES THEN IN FORCE OF THE

AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED MAY BE

ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF. THE CONTROVERSIES

OR CLAIMS SUBJECT TO ARBITRATION AT COMPANY'S OPTION UNDER THIS AGREEMENT

INCLUDE, WITHOUT LIMITATION, THOSE ARISING UNDER TITLE VII OF THE CIVIL RIGHTS

ACT OF 1964, 42 U.S.C. SECTION 1981, THE AGE DISCRIMINATION IN EMPLOYMENT ACT,

THE AMERICANS WITH DISABILITIES ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE

WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE MISSOURI HUMAN RIGHTS

ACT, LOCAL LAWS GOVERNING EMPLOYMENT, AND THE STATUTORY AND/OR COMMON LAW OF

CONTRACT AND TORT. IN THE EVENT EMPLOYEE COMMENCES ANY ACTION IN COURT WHICH

COMPANY HAS THE RIGHT TO SUBMIT TO BINDING ARBITRATION, COMPANY SHALL HAVE SIXTY

(60) DAYS FROM THE DATE OF SERVICE OF A SUMMONS AND COMPLAINT UPON COMPANY TO

DIRECT IN WRITING THAT ALL OR ANY PART OF THE DISPUTE BE ARBITRATED. ANY REMEDY

AVAILABLE IN ANY COURT ACTION SHALL ALSO BE AVAILABLE IN ARBITRATION.

19. Headings. Section headings are provided in this Agreement for

convenience only and shall not be deemed to substantively alter the content of

such sections.

PLEASE NOTE: BY SIGNING THIS AGREEMENT, EMPLOYEE IS HEREBY CERTIFYING THAT

EMPLOYEE (A) HAS RECEIVED A COPY OF THIS AGREEMENT FOR REVIEW AND STUDY BEFORE

EXECUTING IT; (B) HAS READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT; (C) HAS

HAD SUFFICIENT OPPORTUNITY BEFORE SIGNING THE AGREEMENT TO ASK ANY QUESTIONS

EMPLOYEE HAS ABOUT THE AGREEMENT AND HAS RECEIVED SATISFACTORY

10

<PAGE>

ANSWERS TO ALL SUCH QUESTIONS; AND (D) UNDERSTANDS EMPLOYEE'S RIGHTS AND

OBLIGATIONS UNDER THE AGREEMENT.

[Remainder of page intentionally left blank]

11

<PAGE>

IN WITNESS WHEREOF, the parties hereto have caused this

Agreement to be executed as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH

MAY BE ENFORCED BY COMPANY.

/s/ MAXINE CLARK

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

Maxine Clark

Address: 12 Greenbriar

St. Louis, Missouri 63124

BUILD-A-BEAR WORKSHOP, INC.

By: /s/ TINA KLOCKE

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

Tina Klocke, Chief Financial Bear