
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15 (d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported)
May 20, 2009 (May 14, 2009)

Build-A-Bear Workshop, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-32320
(Commission File Number)

43-1883836
(IRS Employer
Identification No.)

1954 Innerbelt Business Center Drive
St. Louis, Missouri
(Address of Principal Executive Offices)

63114
(Zip Code)

(314) 423-8000
(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On March 17, 2009, the Board of Directors of Build-A-Bear Workshop, Inc. (the “Company”) adopted, subject to stockholder approval, certain amendments to the Build-A-Bear Workshop, Inc. Amended and Restated 2004 Stock Incentive Plan restated in the Second Amended and Restated 2004 Stock Incentive Plan (the “Amended Incentive Plan”). On May 14, 2009, at the Company’s 2009 Annual Meeting of Stockholders (the “Annual Meeting”), the Company’s stockholders approved the Amended Incentive Plan. The Amended Incentive Plan, which is administered by the Compensation Committee of the Company’s Board of Directors, permits the grant of stock options (including both incentive and non-qualified stock options), stock appreciation rights, restricted stock, cash or stock and other stock-based awards. The Company’s Board of Directors may amend, modify or terminate the Amended Incentive Plan at any time, except as provided in the Amended Incentive Plan. The Amended Incentive Plan will terminate on March 17, 2019, unless earlier terminated by the Company’s Board of Directors.

Among other things, the amendments:

- Provide that the number of shares authorized for issuance under the Amended Incentive Plan as of January 3, 2009 is 3,230,000, subject to adjustments as described in the Amended Incentive Plan;
- Expressly prohibit the use of shares tendered as payment of a purchase price or withheld to satisfy tax withholding obligations for reissuance under the Amended Incentive Plan;
- Provide a formula for the share reserve ratio of awards under the Amended Incentive Plan, including an increased ratio for certain awards as described in the Amended Incentive Plan;
- Expressly prohibit the repricing of awards under the Amended Incentive Plan without the approval of stockholders;
- Revise a portion of the definition of “change in control” to state that a change in control occurs upon the occurrence of a reorganization, merger or consolidation rather than stockholder approval of such transactions;
- Expressly state that the purchase price of all options, including non-qualified and incentive stock options, shall be fair market value on the date of grant;
- Limit the term of a stock appreciation right to 10 years from the date of grant; and
- Provide that the Compensation Committee will administer and interpret the Amended Incentive Plan in a manner consistent with the intent to satisfy the requirements of Section 409A of the Internal Revenue Code to avoid any adverse tax results thereunder to a holder of an award.

Under the Amended Incentive Plan, a recipient of restricted stock or non-qualified stock options, or both, will enter into a Restricted Stock & Non-Qualified Stock Option Agreement (the “Award Agreement”) which sets forth terms applicable to awards in addition to those terms contained in the Amended Incentive Plan. With respect to restricted stock, the Award Agreement provides for the following, among other things:

- The restricted stock award vests in four equal annual installments, beginning on the first anniversary of the grant date, as long as the recipient is still an employee of the Company on the respective annual grant date anniversary;

- In the event of the death of the recipient or a change of control, the restricted stock award shall fully vest; and
- Recipients are entitled to all rights of a stockholder with respect to the shares of restricted stock as of the grant date, including the right to vote and receive dividends.

With respect to non-qualified stock options, the Award Agreement provides for the following, among other things:

- The options vest in four equal annual installments, beginning on the first anniversary of the grant date;
- The options expire 10 years from the date of grant;
- In the event of a change of control, all unvested stock options shall become exercisable;
- In the event of termination of the recipient's employment for a reason other than cause, the options, if exercisable on the termination date, shall be exercisable for up to 30 days after the termination date and may be exercised for a longer period, as the Compensation Committee may permit in its sole discretion; and
- In the event of the death of the recipient while he or she is employed by the Company, or within three months after the termination of his or her employment for a reason other than cause, the options shall become fully vested and may be exercised by the recipient's representatives at any time within one year after his or her death.

On March 17, 2009, the Compensation Committee approved certain grants of restricted stock under the Amended Incentive Plan, subject to stockholder approval. Each recipient of such award entered into a Restricted Stock Agreement, the terms of which apply to the restricted stock in addition to the terms of the Amended Incentive Plan and became effective upon stockholder approval of the Amended Incentive Plan on May 14, 2009. The Restricted Stock Award provides that 100% of the restricted stock award shall vest on the third anniversary of the grant date, if the recipient is an employee of the Company during the three-year period ending on such date. In the event of a change of control or the recipient's death, the restricted stock award shall vest. Recipients of the restricted stock are entitled to all rights of a stockholder, including the right to vote and receive dividends.

The foregoing summaries of the Amended Incentive Plan, Award Agreement and Restricted Stock Agreement are qualified in their entirety by reference to the full text of such documents, copies of which are included as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and incorporated herein by reference. A more detailed summary of the Amended Incentive Plan can be found in the Company's Proxy Statement for the Annual Meeting filed with the Securities and Exchange Commission on April 14, 2009.

Item 9.01 **Financial Statements and Exhibits.**

(d) The Exhibit Index immediately preceding the exhibits is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BUILD-A-BEAR WORKSHOP, INC.

Date: May 20, 2009

By: /s/ Tina Klocke

Name: Tina Klocke

Title: Chief Operations and Financial Bear, Secretary and Treasurer

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
10.1	Second Amended and Restated Build-A-Bear Workshop, Inc. 2004 Stock Incentive Plan (incorporated by reference from Exhibit 99.1 to our Registration Statement on Form S-8, filed on May 18, 2009, Registration No. 333-159313)
10.2	Form of Restricted Stock and Non-Qualified Stock Option Grant Agreement under the Build-A-Bear Workshop, Inc. 2004 Stock Incentive Plan (incorporated by reference from Exhibit 10.1 of our Quarterly Report on Form 10-Q, filed on May 14, 2009)
10.3	Form of Restricted Stock Agreement under the Build-A-Bear Workshop, Inc. 2004 Stock Incentive Plan

BUILD-A-BEAR WORKSHOP, INC.
RESTRICTED STOCK AGREEMENT

Date of Grant: March 17, 2009

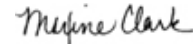
Employee: _____

No. of Shares: _____

This Agreement will certify that, subject to stockholder approval of the Build-A-Bear Workshop, Inc. Second Amended and Restated 2004 Stock Incentive Plan (the "**Plan**"), the employee named above ("**Employee**") is granted the number of restricted shares of common stock, \$0.01 par value per share (the "**Common Stock**"), of Build-A-Bear Workshop, Inc. (the "**Company**"), designated above (the "**Restricted Stock**"), pursuant to the Plan, as of the date indicated above (the "**Grant Date**") and subject to the terms, conditions and restrictions in the Plan and those set forth below. **Provided, however, in the event the Plan is not approved by the Company's shareholders at its 2009 Annual Meeting of Stockholders or any adjournment or postponement thereof (the "2009 Annual Meeting") this grant shall be null and void ab initio.** Any capitalized, but undefined, term used in this Agreement shall have the meaning ascribed to it in the Plan. Employee's electronic acceptance within 60 days on his/her personal Merrill Lynch account constitutes Employee's acceptance of this award and acknowledgement of Employee's agreement to all the terms, conditions and restrictions contained in the Plan and this Agreement. If the Employee does not accept this award on his/her personal Merrill Lynch account within 60 days of the Date of Grant, the Employer may revoke this grant.

BUILD-A-BEAR WORKSHOP, INC.

By: _____



Maxine Clark
Chief Executive Bear

Terms and Conditions

1. Terms of Award. Pursuant to action of the Committee, the Company awards to the Employee the number of shares of Restricted Stock set forth above, subject to approval of the Plan at the 2009 Annual Meeting. The Restricted Stock is nontransferable by the Employee during the period described below and is subject to the risk of forfeiture as described below. Prior to the time shares become transferable, the shares of Restricted Stock shall bear a legend indicating their nontransferability, and, subject to the terms of this Agreement, if the Employee terminates service as an Employee of the Company prior to the time a restriction lapses, the Employee shall forfeit any shares of Restricted Stock which are still subject to the restrictions at the time of termination of such service.

The restrictions on transfer described in this Section 1 shall lapse and be of no further force and effect as follows, if the Employee is still an employee of the Company on the respective annual anniversary, and has been continuously serving as such an employee of the Company during such 36-month period ending on the third annual anniversary:

<u>Date</u>	<u>Percent of Grant for which Restrictions Lapse on Indicated Date</u>
Grant Date	0
3 rd Anniversary of Grant Date:	100%

For avoidance of doubt, on the date ending thirty-six (36) months after the Grant Date, one hundred percent (100%) of the shares of Restricted Stock shall be transferable by the Employee if the Employee is still an Employee, and has been continuously serving during such thirty-six (36) month period as such an employee of the Company on such date.

Notwithstanding the foregoing, in the event of a Change of Control, all previously granted shares of Restricted Stock not yet free of the restrictions of this Section 1 shall become immediately free of such restrictions.

2. Death of the Employee. In the event of the death of the Employee, all previously granted shares of Restricted Stock not yet free of the restrictions of Section 1 shall become immediately free of such restrictions.

3. Cost of Restricted Stock. The purchase price of the shares of Restricted Stock shall be \$0.00.

4. Adjustments Upon Changes in Capitalization or Corporate Acquisitions. Notwithstanding any other provision in the Agreement, if there is any change in the Common Stock by reason of stock dividends, spin-offs, split ups, recapitalizations, mergers, consolidations, reorganizations, combinations or exchanges of shares, the number of shares of Common Stock under this award of Restricted Stock not yet vested, and the price thereof, as applicable, shall be appropriately adjusted by the Committee.

5. No Right to Continued Service. Nothing in this Agreement shall be deemed to create any limitation or restriction on such rights as the Company otherwise would have to terminate the service of the Employee.

6. Committee Administration. This award has been made pursuant to a determination made by the Committee, and the Committee or any successor or substitute committee authorized by the Board of Directors or the Board of Director itself, subject to the express terms of this Agreement, shall have plenary authority to interpret any provision of this Agreement and to make any determinations necessary or advisable for the administration of this Agreement and may waive or amend any provisions hereof in any manner not adversely affecting the rights granted to the Employee by the express terms hereof.

7. Grant Subject to Plan. This award of Restricted Stock is granted under and is expressly subject to all the terms and provisions of the Plan, and the terms of the Plan are incorporated herein by reference. The Employee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof. The Committee has been appointed by the Board of Directors and designated by it, as the Committee to make grants of restricted stock.

8. Rights as Stockholder. Upon stockholder approval of the Plan at the 2009 Annual Meeting, the Employee shall be entitled to all of the rights of a stockholder with respect to the shares of Restricted Stock including the right to vote such shares and to receive dividends and other distributions payable with respect to such shares since the Grant Date.

9. Escrow of Share Certificates. Certificates for the Restricted Stock shall be issued in the Employee's name and shall be held in escrow by the Company until all restrictions lapse or such shares are forfeited as provide herein. A certificate or certificates representing the Restricted Stock as to which restrictions have lapsed shall be delivered to the Employee upon such lapse.

10. Government Regulations. Notwithstanding anything contained herein to the contrary, the Company's obligation to issue or deliver certificates evidencing the Restricted Stock shall be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

11. Withholding Taxes. The Company shall have the right to require the Employee to remit to the Company, or to withhold from other amounts payable to the Employee, as compensation or otherwise, an amount sufficient to satisfy all federal, state and local withholding tax requirements.

12. Governing Law. This Agreement shall be construed under the laws of the State of Delaware.