

for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant. To the extent permitted by law, Tenant expressly waives the service of any notice of intention to terminate this Lease or to retake the Premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand required or permitted under applicable law.

11.2. **Relet the Premises.** Landlord at its option may relet the whole or any part of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenants, for such terms ending before, on, or after the expiration date of the lease term, at such rentals and upon such other conditions (including concessions and free rent periods) as Landlord, in its sole discretion, may determine to be appropriate. Landlord shall have no obligation to relet the Premises or any part and shall not be liable for refusal or failure to relet the Premises, or in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease or otherwise affecting such liability. Landlord at its option may make such physical changes to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability. If there is other comparable unleased space in the Shopping Center, Landlord shall have no obligation to attempt to relet the Premises prior to leasing other space in the Shopping Center.

11.3. **Damages for Default.** Whether or not Landlord retakes possession or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid rent, attorneys' fees, and the costs and expenses of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining lease term equal to the difference between the rent specified in this Lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of nine (9%) percent per annum.

11.4. **Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of eighteen (18%) percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

12. **SURRENDER AT EXPIRATION.**

12.1. **Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in

first-class condition. Depreciation and wear from ordinary use for the purpose for which the Premises was let need not be restored, but all repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

12.2. **Fixtures.** Tenant shall remove all of its furnishings, furniture, and trade fixtures that remain the property of Tenant and restore all damage caused by such removal. If Tenant fails to remove such property, this shall be an abandonment of the property and Landlord may retain the property, and all rights of Tenant with respect to it shall cease; or, by notice in writing given to Tenant within ten (10) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses as provided in paragraph 11.4, Cure of Tenant's Default, above.

12.3. **Holdover.** If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the term will be month to month and the initial minimum base rent will be one hundred twenty-five (125%) percent of the minimum base rent then being paid by Tenant), or to eject Tenant from the Premises and recover damages, including but not limited to attorney fees caused by wrongful holdover. Failure of Tenant to remove furniture, furnishings, or trade fixtures which Tenant is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed substantially interferes with occupancy of the Premises for another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant. If a month to month tenancy results from a holdover by Tenant, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than thirty (30) days prior to the termination date which shall be specified in the notice. Tenant waives any notice, which would otherwise be provided by law with respect to month to month tenancy.

### **13. WARRANTY OF QUIET ENJOYMENT.**

So long as Tenant complies with all terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Premises free from any interference by Landlord or those claiming through Landlord.

### **14. GENERAL PROVISIONS.**

14.1. **Time is of the Essence.** Time is of the essence of the payment and performance of each of Tenant's obligations under this Lease.

14.2. **Modifications.** This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Landlord shall not be bound by any statement of any agent or employee modifying this Lease, except for any person which Landlord has specifically designated in writing as Landlord's representative.

- 14.3. **No Appurtenances.** This Lease does not create any rights to light and air by means of openings in the walls of the building in which the Premises is located, any rights or interests in parking facilities, or any other rights, easements, or licenses, by implication or otherwise, except as expressly set forth in this Lease or its exhibits.
- 14.4. **Nonwaiver.** Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.
- 14.5. **Succession.** Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.
- 14.6. **Inspection.** Landlord or its authorized representatives may enter at any time within normal business hours or by giving Tenant 24 hours written notice (unless in the case of emergency) to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises to any prospective tenants or purchasers.
- 14.7. **Attornment.** In the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or trust deed made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.
- 14.8. **Subordination to Mortgages.** This Lease, at Landlord's option, shall be subordinate to the lien of any trust deed or mortgage subsequently placed upon the Shopping Center or other property, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that as to the lien of any such trust deed or mortgage, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the rent and observes and performs all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any such lender elects to have this Lease prior to the lien of its mortgage or trust deed, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or trust deed, whether this Lease is dated prior or subsequent to the date of said mortgage or trust deed or the date of recording thereof.
- 14.9. **Estoppel Certificates.** Within ten (10) days after Landlord's written request, Tenant shall deliver a written statement stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord.
- 14.10. **Notices.** All notices and communications given with respect hereto shall be in writing and shall be deemed given when personally delivered or on the third day following the date of deposit of the notice, in a postage paid envelope, sent either registers or certified mail and addressed to the party(s) intended to receive the notice at that party's address as follows:

Landlord: Anne Lampert Trustee  
ATTN: Anne Lampert  
PO BOX 5118  
Salem, OR 97304

Tenant: (1) BAM Franchising Inc.  
225 W 520 N  
Orem, UT 84057  
Phone: (801) 930-0467

(2) and the Premises

Or such other address as either party may hereinafter specify by notice or otherwise.

- 14.11. **Attorneys' Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.
- 14.12. **Relationship of Parties.** The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venturer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.
- 14.13. **Consent.** Unless Landlord's consent or approval is required by the express terms of this Lease not to be unreasonably withheld, such approval or consent may be withheld by Landlord in its sole and arbitrary discretion.
- 14.14. **Governing Law and Venue.** This Lease shall be governed by the laws of the state of Oregon. The parties hereby submit to jurisdiction in Marion County, Oregon, and agree that any and all disputes arising out of or related to this Lease shall be litigated exclusively in the Circuit Court for Marion County, Oregon, and in no federal court or court of another county or state. Each party to this Lease further agrees that pursuant to such litigation, the party and the party's officers, employees and other agents shall appear, at that party's expense, for deposition in Marion County, Oregon.
- 14.15. **Prior Agreements.** The parties have attached various exhibits to this Lease containing additional terms, which are incorporated in this Lease by this reference as though fully set forth in this Lease. This Lease is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives with respect to such matters.
- 14.16. **Validity of Provisions.** If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

- 14.17. **Joint and Several Liability.** In the event Tenant now or subsequently consists of more than one person, firm or corporation, then all such persons, firms or corporations shall be jointly and severally liable as Tenant under this Lease.
- 14.18. **No Reservation or Option.** The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease shall only become effective as a lease upon execution and delivery thereof by Landlord and Tenant.
- 14.19. **No Recording of the Lease.** Tenant shall not record this Lease or a memorandum or so-called "short form" of this Lease without the prior written consent of Landlord.
- 14.20. **Forced Entry.** Tenant shall be responsible for any and all damage done to the Premises as a result of any forced entry or attempted forced entry.
- 14.21. **Delivery Trucks.** Tenant shall use its best efforts to quickly and efficiently complete, or cause to be completed, all deliveries, loading, unloading, and services to the Premises and with only minimal interference to the other tenants of the Shopping Center. Landlord reserves the right to further regulate the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant agrees to abide by such further nondiscriminatory regulations of Landlord.
- 14.22. **Plate Glass.** Tenant shall replace at its expense any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. The Tenant shall be responsible for the maintenance of the plate glass on the Premises but shall have the option to insure the risk. Landlord guarantees glass to be in good repair at time of opening of business.
- 14.23. **Fire and Accidents.** Tenant shall give immediate notice to Landlord in case of fire or accidents in or on the Premises or the Shopping Center, or in the building of which the Premises are a part.
- 14.24. **Force Majeure.** In the event either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire, or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period equivalent to the period of such delay.
- 14.25. **Human Health and the Environment.** In addition to the terms of paragraph 3.2, Compliance with Laws, of this Lease, Tenant shall comply at its expense fully with all laws pertaining to the protection of human health and the environment, including but not limited to OSHA housekeeping, maintenance, and custodial activities regulations, employee and community right-to-know laws, and all laws regarding the use, generation, storage, transportation, treatment, disposal or other handling of hazardous substances ("*Environmental Requirements*"). Tenant shall exercise extreme care in handling any hazardous substances and shall not cause hazardous substances to be spilled, leaked,

disposed of, or otherwise released on the Premises. The only hazardous substances permitted on the Premises are cleaning products and other materials in ordinary quantities which are used in the ordinary course of business and necessary for the conduct of Tenant's business, and which Tenant uses in strict compliance with all applicable Environmental Requirements. The term "*hazardous substances*" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment which improperly handled, treated, stored, transported, disposed of, or otherwise managed. Hazardous substances shall include, but are not limited to, all hazardous substances, hazardous materials and hazardous substances listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), and comparable State statutes and other Environmental Requirements.

- 14.26. **Extra Expenditures.** In the event that Landlord shall make any expenditure for which Tenant is responsible, pursuant to the terms of this Lease, then the amount thereof, together with interest at two (2%) percent above the prime commercial lending rate charged by the U.S. National Bank per annum and costs, may at Landlord's election, be added to and be deemed part of the installment of base rent next falling due.
- 14.27. **Sidewalk Obstructions.** Tenant shall not obstruct the sidewalks, including but not limited to the area directly in front of the Premises, adjacent to the Premises or any portion of the common areas by placing anything thereon, including without limitation, newspaper racks, bicycle stands, tables and chairs, benches, garbage receptacles, ashtrays, weighing machines, amusement rides, and merchandise or merchandise fixtures of any kind, without first obtaining written permission from Landlord. With or without Landlord's consent, Landlord shall not be responsible or liable for injuries to the public or employees or anyone or damage to property, personal property etc. Tenant shall have full liability for all liability for anything placed outside as well as inside their premise.
- 14.28. **Posting "For Lease"/ "For Sale" Signs.** During the one hundred eighty (180) day period prior to the termination date of this Lease, the Landlord herein may post in the Shopping Center, including but not limited to the common areas of the Shopping Center, signs of moderate size notifying the public that the Premises are "for lease". Additionally, Landlord may in the Shopping Center, post signs of moderate size notifying the public that the Premises are "for sale".
- 14.29. **Numbers/Gender.** The words "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine. If there be more than one Landlord or Tenant the obligations hereunder imposed upon Landlord or Tenant shall be joint and several.

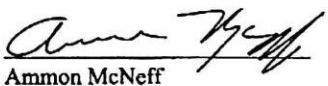
- 14.30. **Accord and Satisfaction.** Unless agreed to in writing by Landlord and Tenant, no payment by Tenant or receipt by Landlord of a lesser amount than the monthly base rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such base rent or pursue any other remedy provided in this Lease.
- 14.31. **Lien Waiver.** Landlord hereby acknowledges that Tenant intends from time to time to place in the Premises personal property. Tenant may grant a security interest in and to such personal property. Landlord hereby waives any and all liens, claims, or rights which Landlord may have, or which may accrue to Landlord in the future, to the personal property by virtue of this Lease, or arising by operation of law or equity or otherwise, regardless of whether such liens, claims, or rights are contractual, statutory, or equitable. Further, Landlord hereby agrees to execute at any time, and from time to time, within fifteen (15) days after Tenant's request thereof given in accordance with the notice provisions of this Lease, such documentary evidence of Landlord's waiver of lien rights as may be reasonably required by Tenant or any of Tenant's lenders.
- 14.32. **Captions.** The marginal captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.
- 14.33. **Merchant's Association.** Tenant shall not be required to participate in any merchant's association, marketing fund, grand opening, or similar assessment, activities, or Shopping Center advertising requirements.
- 14.34. **Authority.** The undersigned warrant that they have the power and authority necessary to enter into and bind their respective companies to the terms and conditions of this Lease.

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

**LANDLORD:**

By:   
Anne Lampert Trustee

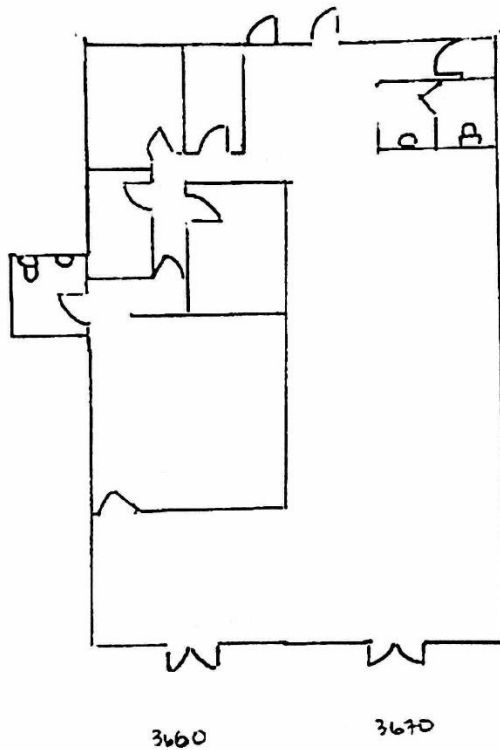
**TENANT:**

  
Ammon McNeff  
BAM Franchising Inc.

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*Exhibit "A"*

RIVER RD.





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***Exhibit "B"***

***Landlord's Work:*** Landlord and Tenant agree that Landlord is not responsible for any additional work prior to Tenant taking possession of the Premises.

***Tenant's Work:*** Tenant and Landlord agree that Tenant is not making any improvements to the Premises. If Tenant choses to make improvements to the Premises Tenant will get written approval for any and all improvements from Landlord prior to commencement of work.



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***Exhibit "C"***

***Signage:*** Landlord agrees that tenant may have top two sign locations in the pylon sign provided, as well as East, West and North Side of the Premises, window/signs/stickers are also permitted.

Window signs stickers, transparencies required by Bricks and Minifigs franchise, occasional sale signs or other temporary signs needed for business use, not to be posted for more than 60 days without written consent of the Landlord.

Signage on the East, West and North side of building as well as two spots on the pylon that comply with local codes and are approved by the franchise.

END OF DOCUMENT

EXHIBIT B

Promissory Note

**PROMISSORY NOTE**

\$45,000.00

Dated as of 2/5/2023

FOR VALUE RECEIVED, Chrystal Law and Benjamin Gorman, individuals, (“**Borrower**”), promises to pay to the order of BAM Franchising Inc. an Oregon corporation (“**Lender**”) the principal sum of Forty-Five Thousand Dollars (\$45,000.00), with interest (if any) as provided herein.

1. **INTEREST.** Interest shall accrue on the principal amount outstanding hereunder at the rate of 2.5% per annum.

2. **REPAYMENT.** Commencing on March 15, 2023, and continuing on the first day of each month thereafter, Borrower shall pay to Lender monthly installments of principal and interest in the amount of \$986.13 each, until all principal outstanding hereunder has been repaid in full.

3. **LATE CHARGE.** If any monthly payment required hereunder is not received by Lender within ten days after the date on which such payment is due, Borrower shall pay to Lender a late or collection charge in the amount of \$50.00.

4. **PREPAYMENT.** Borrower may prepay this Note at any time without any prepayment premium or penalty.

5. **DEFAULT; ACCELERATION.** If Borrower fails to pay any payment within ten days after the date on which such payment is due, then, (a) at Lender’s option, the rate of interest shall increase to a rate that is four percent (4%) in excess of the rate otherwise applicable hereunder, and (b) Lender may, at its sole option, declare all sums owing under this Note immediately due and payable.

6. **MISCELLANEOUS**


6.1 **Forbearance Not a Waiver.** No previous waiver and no failure or delay by lender in acting with respect to the terms of this Note shall constitute a waiver of any breach or default under this Note. A waiver of any term of this Note must be made in writing and shall be limited to the express written terms of such waiver.

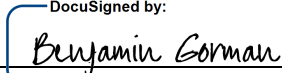
6.2 **Borrower’s Waivers.** Borrower waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; notice of late charges; and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights or interests in or to any collateral securing payment of this Note.

6.3 **Governing Law.** This Note shall be construed and enforced in accordance with the laws of the State of Utah, and all persons and entities in any manner obligated under this Note consent to the jurisdiction of any federal or state court within the State of Utah having proper venue and also consent to service of process by any means authorized by Utah law.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first written above.

**BORROWER:**

DocuSigned by:  
  
\_\_\_\_\_  
Crystal Law, an individual  
84E0C01E0945407

DocuSigned by:  
  
\_\_\_\_\_  
Benjamin Gorman, an individual  
841E7859EE6D40C