

EXHIBIT D

Notice of Immediate Termination

Dated November 14, 2024

November 14, 2024

Via U.S. Mail, FedEx and E-Mail:

Chrystal Law & Benjamin Gorman

[REDACTED - ADDRESS]

[REDACTED]

[REDACTED]

notapipelinepublishing@gmail.com

Re: Notice of Immediate Termination to BAMF Salem 1, LLC

Dear Ms. Law and Mr. Gorman:

The law firm of Dentons, Durham, Jones and Pinegar, P.C. has been retained by BAM Franchising, Inc. ("**BAM**"), the franchisor of Bricks and Minifigs®, relating to BAM's asserted material breaches of the 2/6/2023 Franchise Agreement between BAM and BAMF Salem 1, LLC ("**BAMF Salem 1**") ("**Franchise Agreement**"). Please consider this letter as BAM's formal documentation of the breaches and of BAM's immediate right to terminate the franchise.

Please consider this letter as BAM's formal written notice that BAMF Salem 1's franchise with Bricks and Minifigs® is terminated effective immediately pursuant to **Section 14.A** of the Franchise Agreement.

The defaults and material breaches summarized below separately and collectively justified immediate termination:

Default Under Franchise Agreement. **Section 14.A** of the Franchise Agreement references BAM's rights to terminate the franchise, without a right to cure, effective immediately and without notice at BAM's discretion.

BAMF Salem 1, LLC is in default and/or material breach of **Section 14.A** of the Franchise Agreement because, inter alia:

- BAMF Salem 1, LLC failed to timely pay royalties to BAM for a total amount of **\$25,302.10**.
- BAMF Salem 1, LLC failed to pay rent and related fees to the Landlord, for a total amount of **\$23,197.85**.
- BAMF Salem 1, LLC failed to pay the total balance of **\$48,893.75** for the purchase of franchise rights and the franchise territory.

By signing the Franchise Agreement, you "consent[ed] to the immediate termination of this Agreement" as a result of these material breaches. See Franchise Agreement **Section 14.A**.

Sirote > Adepetun Caxton-Martins Agbor & Segun > Davis Brown > East African Law Chambers > Eric Silwamba, Jalasi and Linyama > Durham Jones & Pinegar > LEAD Advogados > Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](https://www.dentons.com/legacyfirms)

As a result of the material breaches/defaults and BAMF Salem 1, LLC's subsequent agreement with BAM to surrender the franchise, you are hereby notified that the Franchise Agreement is terminated, effective immediately.

Post-Termination Obligations. BAM will be exercising all of its post-termination rights under **Section 15** of the Franchise Agreement, including Appraisal Notice to determine Fair Market Value of the Assets, purchasing the assets of the Franchise, and taking over operations under the Marks at the Accepted Location. See Franchise Agreement, **Section 15.A, E**.

Pursuant to the post-termination provisions contained in Section 15 of the Franchise Agreement, your obligations upon termination are as follows:

- 1) You must pay BAM within 15 days after the date of termination, the Royalty Fees, marketing fees, amounts owed for purchases by you from us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us or our Affiliates which are unpaid, in the amount of \$97,393.70. See Franchise Agreement, **Section 15.B**.
- 2) You must pay BAM liquidated damages equal to the average monthly Royalty Fees paid by you during the 12 months immediately preceding the period multiplied by the remaining months in the term of the Franchise Agreement. See Franchise Agreement, **Section 15.B**.
- 3) Cease using BAM's Marks. See Franchise Agreement, **Section 15.C**.
- 4) Cease to identify yourself (either directly or indirectly) as a current or former franchisee, Bricks & Minifigs® store, or licensee or dealer of BAM or our affiliates. See Franchise Agreement, **Section 15.C.i**.
- 5) Return to BAM all sign, sign-faces, sign-cabinets, marketing materials, forms, invoices and other materials containing any Mark or otherwise identifying or relating to a Brick & Minifigs® store and allow us, without liability to remove all these items from your Store. See Franchise Agreement, **Section 15.C.ii**.
- 6) Cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark. See Franchise Agreement, **Section 15.C.iii**.
- 7) Deliver all materials and supplies identified by the Marks in full cases or packages to BAM for credit and dispose of all other materials and supplies identified by the Marks within 30 days of termination. See Franchise Agreement, **Section 15.C.v**.
- 8) Notify the telephone company and all telephone directory publishers of the termination of your right to use any telephone and telecopy numbers and any regular, classified or other telephone directory listings associated with any Mark and to authorize transfer of those rights to us, or at our direction, our designee. See Franchise Agreement, **Section 15.C.vi**.
- 9) Immediately discontinue the use of any BAM's proprietary software. See Franchise Agreement, **Section 15.C.viii**.
- 10) Immediately discontinue any mode of communications on the Intranet and Internet directly or indirectly relating to the Store, including any Authorized Websites, social media pages/accounts or any other electronic media associated with your Store, and immediately take all steps required by us to transfer any domain name associated with your Store to us. See Franchise Agreement, **Section 15.C.ix**.

- 11) Immediately cease use of all Confidential Information and return to us all copies of the Operations Manual and any other confidential information which have been loaned to you. See Franchise Agreement, **Section 15.C.x**. See Franchise Agreement, **Section 15.D**.
- 12) Immediately return to BAM all copies and database records of tenant list(s), leases, and any other information related to such. See Franchise Agreement, **Section 15.C.xi**.
- 13) For three years, commencing on today's date, you must abide by the Covenant Not to Compete found in the Franchise Agreement. See Franchise Agreement, **Section 15.D**.

In lieu of you paying the total **\$97,393.70**, in addition to liquidated damages, and attorney's fees as, BAM is willing to assume ownership of the Salem, OR store, all of BAMF Salem 1 's assets (including but not limited to inventory and fixtures), and a waiver of all claims against BAM. If you are willing to agree to these terms, please so indicate and we will draft the proper documentation for the same.

We trust that you will strictly adhere to all of these post-termination obligations. Should you have any questions, please contact me.

Cordially,

/s/ Phillip C. Kuck

PCK/vp

cc: Mr. Ammon McNeff