Department of
Business Oversight

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit B for information about the franchisor, or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1) THE FRANCHISE AGREEMENT PERMITS YOU TO MEDIATE AND ARBITRATE ONLY IN UTAH OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO MEDIATE AND ARBITRATE WITH BAM FRANCHISING, INC IN UTAH THAN IN YOUR HOME STATE

2) THE FRANCHISE AGREEMENT STATES THAT UTAH LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LAWS IN YOUR STATE YOU MAY WANT TO COMPARE THESE LAWS

3) THE TERRITORY IS NOT EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL

4) THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

Lego® is a registered trademark of The LEGO Group of companies which does not sponsor, authorize or endorse the Bricks & Minifigs™ franchise

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EXHIBITS

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EXHIBIT B LIST OF STATE FRANCHISE REGULATORS

EXHIBIT C DISCLOSURE ACKNOWLEDGMENT AND AGREEMENT

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(Franchise Agreement 20 1)

Continuing Education We may provide continuing education sessions at locations we designate (typically at our headquarters) Continuing education sessions may have a registration charge to you (currently up to $300 per person per day) plus our expenses to be determined by us at our reasonable discretion You are responsible for costs associated with you attending the meetings such as travel, room and board The programs will normally not exceed a full day The content may cover various aspects of franchise business operations We may conduct an annual convention at such place as we designate for all franchisees (typically at our headquarters) We may require each participant to pay a registration fee, and you will be responsible for all costs associated with attending the convention such as travel, room and board The registration fee for conferences will not exceed $500 per person We may increase the training and registration fees referenced above in reasonable amounts based on reasonable criteria (Franchise Agreement 20 1)

Item 12
TERRITORY

You must operate your single Bricks & Minifigs® store within the specific Store location identified in your Franchise Agreement You are awarded a protected territory ("Territory") We have pre-determined territories based on population and mileage You will select, and we will approve, your Territory before you sign the Franchise Agreement It will be specifically identified in an attachment to your Franchise Agreement before you sign it

While the Franchise Agreement is in force and you are not in default of any material provisions of the Franchise Agreement, we will not establish or license to others the right to establish a Bricks & Minifigs® bricks and mortar outlet (franchised or company-owned) within your Territory. However, we reserve certain rights with respect to your Territory as described below in this Item. Also, franchisees may service customers who are located in your Territory, subject to prohibitions in franchisees' Franchise Agreements (such as prohibitions against engaging in Target Marketing as described below in this Item) Therefore, the territory is not exclusive You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control

If you have not yet selected an approved location for your Store upon signing the Franchise Agreement then you must select a location, subject to our approval, within the Territory

Off-Site Activities

You may not conduct business out of any other site (facility where you will operate your Store) other than the accepted site that has been entered in your Franchise Agreement or made part of by an addendum attached to your Franchise Agreement However, you may conduct business at off-site events (carnivals, festivals, outdoor markets, etc) to sell products or provide services as long as such events are within your Territory After providing notice to us and obtaining our approval, you may conduct business at off-site events in any other geographical area however you cannot perform Target Marketing outside your Territory, as described below We shall approve or deny your request, which approval is in our sole discretion, within five days of receipt of your written request to conduct business at off-site events in other geographical areas (outside your Territory) that do not encompass the protected territory of one or more of our other franchisees If we approve your request to conduct business at off-site events in another geographical area, you must be prepared to immediately lose any customer business you have established when that area is purchased and immediately refrain from conducting business at such off-site events You may sell and ship products to

customers located outside your Territory so long as your sales do not result from any Target Marketing activities by you and so long as the products you sell and ship and services you provide are being sold, shipped and performed from your Store within your Territory

If you are asked to conduct business at off-site events in geographical areas that encompass the protected territory of one or more of our franchisees, then you must refer that request to the Bricks & Minifigs® store in that geographical area or directly to us

Relocating

Any relocation of the site for your Store (1) shall be to a location within the Territory (unless waived by us), (2) requires our prior written consent, which we may grant, condition or withhold in our business judgment (and may be withheld, in any case, if you are in default under your Franchise Agreement), (3) will be at your sole expense and (4) will require that you (and each owner if you operate through a legal entity) sign a general release in a form we prescribe

Designating Your Territory

~~While the Franchise Agreement is in force and you are not in default of any material provisions of the Franchise Agreement, we will not establish or license to others the right to establish a Bricks & Minifigs® bricks and mortar outlet (franchised or company-owned) within your Territory. However, we reserve certain rights with respect to your Territory as described below in this Item. Also, franchisees may service customers who are located in your Territory, subject to prohibitions in franchisees' Franchise Agreements (such as prohibitions against engaging in Target Marketing as described below in this Item). Therefore, you will not receive an exclusive Territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution, or competitive brands that we control.~~

Your Territory is determined by population, business potential, traffic patterns, proximity to major roads, demographics of the surrounding area, available parking, market penetration or other conditions important to the successful operation of a Bricks & Minifigs® business, as we deem appropriate and as identified in your Franchise Agreement. Your Territory is determined by us once a location is chosen, and will not be altered even if there is a population increase or decrease. It will also not be affected by your sales volume, or market penetration. Certain locations, such as major metropolitan areas may have smaller geographic territories of densely populated areas. We must accept the location for your Bricks & Minifigs® store within your Territory in writing before you open for business

Additional Franchises

You must submit a separate application for each franchised business to be established by you. You must pay the fee for each additional acquisition mentioned in Item 5 and must be in compliance with all of the terms and conditions of the Franchise Agreement. We must approve the location of any additional Bricks & Minifigs® stores

Soliciting Business

The territory described will affect where you and other franchisees may solicit business. You are prohibited from soliciting and marketing in general to customers by any means outside your Territory and must not specifically engage in target marketing ("Target Marketing") of customers within the protected territory of another Bricks & Minifigs® Franchise (and/or company/affiliate owned business or franchise). Target Marketing means a concerted effort by a franchisee to solicit and obtain customers through any type

Item 18
PUBLIC FIGURES

We currently do not use any public figure to promote our Franchise

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying or (2) a franchisor supplements the information provided in this Item 19, for example by providing information about possible performance at a particular location or under particular circumstances

The following tables are historical financial performance representations for our franchisee-owned and company-owned outlets that were in operation for the entire 2018 calendar year Additional information is found in the notes following the tables

Table No 1
2018 Franchisee Performance Totals

	# of Franchise Units	Total Revenue	Avg Revenue	Median Revenue	Highest and Lowest # in Range
Total Qualifying Units	29	$6,851,827 28	$236,269 91	$236 917 67	High $441 328 45 Low $70 080 40
# and % of Units that Attained or Surpassed the Stated Results			15 (52%)	15 (52%)	

Table No. 2
2018 Franchisee Top, Middle, & Bottom Performance Totals

	# of Units	Total Revenue	Avg Revenue	Median Revenue	Highest and Lowest # in Range
Top 1/3	10	$3,127 032 88	$312,703 29	$295 899 92	High $441 328 45 Low $257 656 51
# and % of Units that Attained or Surpassed the Stated Results			2 (20%)	5 (50%)	
Middle 1/3	10	$2,325,899 59	$232 589 96	$234,862 84	High $257,656 51 Low $207 060 44
# and % of Units that Attained or Surpassed the Stated Results			6 (60%)	5 (50%)	

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	# of Units	Total Revenue	Avg Revenue	Median Revenue	Highest and Lowest # in Range
Bottom 1/3	9	$1,398,894 81	$155,432 76	$164,670 26	High $203 069 43 Low $70,080 40
# and % of Units that Attained or Surpassed the Stated Results			6 (60%)	5 (50%)	

Table No 3
2018 Company-Owned Stores Performance Totals

	# of Company-Owned Stores	Total Revenue	Avg Revenue	Median Revenue	Highest and Lowest # in Range
Total Qualifying Units	2	$448,570 86	$224,285 43	$224 285 43	High $296,974 63 Low $151,596 23
# and % of Units that Attained or Surpassed the Stated Results			1 (50%)	1 (50%)	

Table No 4
2018 Franchisee and Company-Owned Stores Combined Performance Totals

	# of Units	Total Revenue	Avg Revenue	Median Revenue	Highest and Lowest # in Range
Total Qualifying Units	31	$7,230 896 43	$233 254 72	$236,917 67	High $441 328 45 Low $70,080 40
# and % of Units that Attained or Surpassed the Stated Results			16 (52%)	16 (52%)	

Table No 5
2018 Franchisee and Company-Owned Stores Combined
Top, Middle, & Bottom Performance Totals

	# of Units	Total Revenue	Avg Revenue	Median Revenue	Highest and Lowest # in Range
Top 1/3	10	$3 117,818 95	$311,781 90	$291,292 95	High $441,328 45 Low $257 656 51
# and % of Units that Attained or Surpassed the Stated Results			3 (30%)	6 (60%)	
Middle 1/3	10	$2 355 526 00	$235,552 60	$237,215 41	High $257 171 38

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	# of Units	Total Revenue	Avg Revenue	Median Revenue	Highest and Lowest # in Range
					Low $207,060.44
# and % of Units that Attained or Surpassed the Stated Results			6 (60%)	5 (50%)	
Bottom 1/3	11	$1,757,551.48	$159,777.41	$164,670.26	High $203,069.43 Low $70,080.40
# and % of Units that Attained or Surpassed the Stated Results			7 (63%)	6 (54%)	

Notes

1 As of December 31, 2018, there were 38 total franchisees in operation (37 in the United States and 1 in Canada) and two stores owned by us or an affiliate ("Company-Owned Stores") As of December 31, 2018, 29 franchisees and two Company-Owned Stores had been in operation for at least 12 months and 9 franchisees had been in operation for less than 12 months The numbers assigned to our franchisees in the tables have been randomly assigned they are in no particular order

2 In this Item 19, "Total Revenue" means gross revenue minus adjustments, discounts, credits, returns, and sales taxes

3 These financial performance representations do not reflect any of the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross sales revenue to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business Franchisees or former franchisees, listed in the disclosure document may be one source of this information

4 Characteristics of the included operations may differ substantially from your Franchise depending on your previous business and management experience, competition in your area length of time that the included operations have operated as compared to your Franchise, local economic and market conditions, local labor and product costs, and the services or goods sold through your Franchise as compared to the operations included in this Item 19 financial performance representation

5 **Some outlets have sold the amounts disclosed in this financial performance representation Your individual results may differ There is no assurance you'll sell as much**

6 Written substantiation for this financial performance representation is available to you upon reasonable written request

7 Our contact information for purposes of this Item follows Ammon McNeff, President, BAM Franchising, Inc , 225 West 520 North Orem, Utah 84057, (888) 534-6776

8 We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable and consult with professional advisors before signing the Franchise Agreement

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Brick & Minifigs Franchisee Advisory Council
Created by BAM FRANCHISING, INC (Franchisor)
Contact Ammon McNeff, Franchisor's President
225 West 520 North, Orem, Utah 84057
www BricksandMinifigs com
Franchise@BricksandMinifigs com

There are no independent franchisee organizations that have asked to be included in this disclosure document

Item 21
FINANCIAL STATEMENTS

Our audited financial statements as of December 31, 2016, 2017 and 2018 are attached to this Disclosure Document as Exhibit H Also attached are our unaudited financial statements as of April 30, 2019 Our fiscal year end is December 31

THE ATTACHED UNAUDITED FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM SINCE THEY HAVE NOT BEEN AUDITED THEY DO NOT REFLECT THE CORRECTIONS OR ADJUSTMENTS AN AUDIT MIGHT REQUIRE

Item 22
CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document

Franchise Agreement - Exhibit A

Schedule 1	Accepted Location and Territory
Schedule 2	Pre-Existing Businesses
Schedule 3	Executive Order 13224
Schedule 4	ADA & Related Certifications
Schedule 5	Personal Guaranty
Schedule 6	Addendum to Lease Agreement
Schedule 7	Statement of Ownership Interests and Principals
Schedule 8	Confidentiality and Non-Compete Agreement

EXHIBIT H

FINANCIAL STATEMENTS
OF
BAM FRANCHISING, INC.

[SEE THE FOLLOWING PAGES]

THE ATTACHED UNAUDITED FINANCIAL STATEMENTS (AS OF APRIL 30 2019) ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM. SINCE THEY HAVE NOT BEEN AUDITED THEY DO NOT REFLECT THE CORRECTIONS OR ADJUSTMENTS AN AUDIT MIGHT REQUIRE.