# FRANCHISE DISCLOSURE DOCUMENT

**COMPLETE MUSIC, INC.**
**A Nebraska Corporation**
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**Omaha, Nebraska 68102**
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Complete Music, Inc. offers individual franchises offering mobile entertainment services which include disc jockey services, videography, wedding and event coordination, photo booth and photography services for weddings, company parties, bar/bat mitzvahs, anniversaries and dances of any type.

The total investment necessary to begin operation of a COMPLETE WEDDINGS + EVENTS business ranges from $67,850 to $79,400. This includes $50,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 27, 2024

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| QUESTION | WHERE TO FIND INFORMATION |
|---|---|
| **How much can I earn?** | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E. |
| **How much will I need to invest?** | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| **Does the franchisor have the financial ability to provide support to my business?** | Item 21 or Exhibit A includes financial statements. Review these statements carefully. |
| **Is the franchise system stable, growing, or shrinking?** | Item 20 summarizes the recent history of the number of company-owned and franchised outlets. |
| **Will my business be the only Complete Weddings + Events business in my area?** | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| **Does the franchisor have a troubled legal history?** | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| **What's it like to be a Complete Weddings + Events franchisee?** | Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees**. You may have to pay royalties and other fees even if you are losing money.

**Business model can change**. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions**. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions**. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor**. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal**. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

## Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Nebraska. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Nebraska than in your own state.

2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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EXHIBIT H Disclosure Verification Form
EXHIBIT I State Effective Dates and Receipts

## ITEM 1

## THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document "COMPLETE MUSIC", "we", "our", "us" and "franchisor" means Complete Music, Inc. "You" means the person who buys the franchise. If you are a corporation, partnership, limited partnership or limited liability company "you" or "your" will include all your principals, partners and owners.

The Franchisor

COMPLETE MUSIC, INC. is a Nebraska corporation that was incorporated on April 21, 1981. Our principal place of business is at 110 North 9th Street, Omaha, Nebraska 68102. Our agents for service of process are listed in Exhibit C.

Our Business Experience and Affiliate

The first business opened in 1974 under the name "COMPLETE MUSIC." We began operations in May 1981 when we began offering local franchises. We operate under the names COMPLETE WEDDINGS + EVENTS and COMPLETE MUSIC. We have not offered franchises in any other line of business and we do not conduct business in any other line of business. We have no predecessors required to be disclosed in this Item.

Our affiliate, Maas, Inc., is a Nebraska corporation that was formed in May 1988 and currently operates a COMPLETE WEDDINGS + EVENTS in Omaha, Nebraska. The principal business address of our affiliate is at 110 North 9th Street, Omaha, Nebraska 68102. Maas, Inc. has never offered franchises in any line of business and does not conduct business in any other line of business.

Our Business

We offer franchise training and technical support in the operation of an entertainment service business which provides equipment and music for disc jockeys, wedding and event coordination, photo booth, lighting, photography and videography at private parties and weddings. Your competition will include other businesses offering similar services, including franchises. Most competitors are individual operators offering wedding services.

Franchise Offered

As an individual unit franchisee, we grant you the right to own and operate a COMPLETE WEDDINGS + EVENTS business ("Franchised Business") under the terms of the Franchise Agreement, offering the products and services we approve and using our formats, designs, methods, specifications, standards, operating and marketing procedures, and the "Licensed Marks" (as defined in Item 13) including "COMPLETE WEDDINGS + EVENTS (with design)" (collectively, the "System"). We currently operate a franchisee referral program under which we will pay a franchisee a referral fee of $1,000 if the franchisee refers to us a qualified candidate who signs a franchise agreement and the franchisee satisfies other conditions of the program.

Laws, Licenses and Permits

Many of the laws, rules and regulations that apply to businesses generally will also apply to the Franchised Business. You must comply with all local, state and federal laws in the operation of your Franchised

Business. We obtain a general copyright license for songs we license to you for use in your Franchised Business, although certain municipalities and venues may impose separate requirements that you must comply with. In addition, for songs not included in the general copyright license, you would need to obtain a separate copyright license for such songs. You should investigate whether there are specific regulations and requirements that may apply in the geographic area in which you are interested in locating your franchise and should consider both their effect and cost of compliance.

## ITEM 2

## BUSINESS EXPERIENCE

President, Treasurer and Director: Eric Maas

Mr. Maas has served as our President since February 2018. From July 2002 until February 2018, Mr. Maas served as our Chief Executive Officer. Mr. Maas has served as our Treasurer and Director since June 2002 and he served as our Secretary from June 2002 to June 2023.

Senior Director of Operations: Benjamin Hundt

Mr. Hundt has been our Senior Director of Operations in Omaha, Nebraska since January 2022. From June 2017 to December 2021, he was our Director of Operations.

Chief Technology Officer: Patrick McGrath

Mr. McGrath has been our Chief Technology Officer in Omaha, Nebraska since October 2016.

Franchise Development Director: Clare Moore

Ms. Moore has been our Franchise Development Director, in Cincinnati, Ohio, since January 2022. From January 2013 to December 2021, Ms. Moore was Director of Franchising for Agile Pursuits Franchising, Inc. d/b/a "Tide Cleaners" in Cincinnati, Ohio.

Director of Sales and Marketing: Shayla Kelly

Ms. Kelly has served as our Director of Sales and Marketing in Omaha, Nebraska since January 2018. From July 2017 to December 2017, Ms. Kelly was the Marketing Manager for Pipeline Entrepreneurs in Kansas City, Kansas.

Director, Secretary and Office Manager: Gina Maas

Ms. Maas has served as our Director and Secretary since June 2023. She also has served as our Office Manager since June 2002.

## ITEM 3

## LITIGATION

Other than as described below, no litigation is required to be disclosed in this Item.

Illinois Attorney General's Office Action. File No. 19-VC-F009 (December 11, 2019). We entered into five franchise agreements in Illinois with third parties prior to 2019. During that time, we were not registered to offer or sell franchises in Illinois. The Illinois Attorney General's Office investigated the matter and

concluded that we offered and sold unregistered franchises in violation of the Illinois Franchise Disclosure Act. The parties entered into an Assurance of Voluntary Compliance in December 2019 under which the office levied a $4,000 fine and required that we provide the four current franchisees with a notice of violation and right of rescission.

Indiana Secretary of State Office Action. File No. 19-0056 CA (October 28, 2019). We entered into two franchise agreements in Indiana with third parties prior to 2019. During that time, we were not registered to offer or sell franchises in Indiana. The Indiana Secretary of State's Office, Securities Division investigated the matter and concluded that we offered and sold unregistered franchises in violation of the Indiana Franchise Act. The parties entered into a Consent Agreement in October 2019 under which the office levied a $1,500 fine.

Minnesota Department of Commerce Consent Order. File No. 75793/DPK (October 28, 2022). Although we initially were registered to offer and sell franchises in Minnesota, we entered into or renewed franchise agreements in Minnesota with third parties after the franchise registration lapsed. The Minnesota Department of Commerce investigated the matter and concluded that we offered and sold (or renewed) unregistered franchises in violation of the Minnesota Franchise Act (the "Act"). The parties entered into a Consent Order (the "Consent Order") in October 2022 under which we agreed to pay a $3,000 penalty, offer rescission to the affected franchisees, register under the Act before offering or selling franchises in the future, and disclose the Consent Order in our Franchise Disclosure Document for a period of two years following the date of the Consent Order.

Other than these three matters, no litigation is required to be disclosed in this Item.

## ITEM 4

## BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

## ITEM 5

## INITIAL FEES

We offer an individual unit franchise. The "Initial Franchise Fee" for each unit franchise is $50,000 and is due in a lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is paid for our costs of evaluating your credentials as a prospective franchisee and otherwise assisting you in the application process to acquire your Franchise; upfront costs associated with certain support and assistance in the location and development of the unit (if applicable), equipment and supplier support; and certain support and assistance in the start-up and opening of the unit, including training, vendor support, technology set up and other support; and the license to use the System and the Marks during the term of the Franchise Agreement.

We currently are offering an incentive program in which you can qualify for a $10,000 discount on the Initial Franchise Fee (net amount of $40,000) and receive the Google Ads service free for the first month following the opening of your Franchised Business. As part of our incentive program, we are also offering three months of National Sales Program support without requiring the payment of the $100 weekly fee; however, you must pay any commissions earned on sales generated by the National Sales Program. To qualify for our incentive program, you must sign the Franchise Agreement and the Incentive Program Addendum attached hereto as Exhibit G by March 31, 2025, and must be in full compliance with the Franchise Agreement, including opening your Franchised Business on time. The $10,000 discount will be

awarded to you upon signing the Franchise Agreement, although you must repay that amount within 10 days following written notice from us if you do not satisfy all conditions of the incentive program. The Initial Franchise Fee is nonrefundable.

During our most recently completed fiscal year (2023), we reduced the Initial Franchise Fee to $20,000 for three existing franchisees that expanded into new markets.

## ITEM 6

## OTHER FEES

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Royalty (See Note 1) | 8% of Gross Receipts | Payable by Electronic Funds Transfer, weekly on Monday following the week in which sales were made. | Gross Receipts is defined below in Note 1. |
| National Advertising Fund Fee | 2% of annual Gross Receipts | Payable by Electronic Funds Transfer weekly on Monday with Royalty Fees. | The National Advertising Fund is used for national and regional advertising activities. See Item 11. |
| Local Advertising | 4% of total Gross Receipts | Payable on local advertising and public relations activities. | If your annual expenditures for local advertising and public relations activities do not total 4% of Gross Receipts annually, we will debit the difference from your account by Electronic Funds Transfer for deposit in the National Advertising Fund. |
| National Sales Program | $100 per week, plus commissions (generally $65 per service sold). | Payable by Electronic Funds Transfer weekly on Monday with Royalty Fees. | See Item 11. |
| Google Ads Program | You select the level of participation but the minimum amount is $75/week; $37.50 of which is a management fee | Payable by Electronic Funds Transfer weekly on Monday with Royalty Fees. | These Fees are credited to your minimum local advertising obligation to spend 4% of Gross Receipts. The amount you will pay us for the Google Ads Program will be determined on the level of participation you select. |
| Advertising Cooperative | In the future, we may require you to participate in local or regional advertising cooperatives. You may be required to contribute up to 4% of total Gross Receipts. | Established by us | Your contributions to any regional or local advertising cooperatives will be credited toward your local marketing obligations. |

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Additional Training Fee | Currently, $300 per day, per trainer, plus related expenses (including travel). | Within 30 days after billing | If you fail to comply with our standards and we must send a trainer to your Franchised Business, or you come to our offices for additional training. |
| Media Maintenance | $4.50 per media set plus reimbursement of our costs in obtaining the media sets. | Payable by Electronic Funds Transfer weekly on Monday with Royalty Fees | You will purchase a media system containing pre-recorded music in a format we recommend for the equipment from our approved suppliers; however, we may supply the media sets in the future. In that event, you must return the media (which may be in the form of tapes, compact discs or other forms we select) upon which the music is recorded upon our request. If we provide the media sets to you, you must reimburse us for the costs we incur in obtaining the media sets, based on the actual costs, both direct and indirect, we incur in providing the media sets during the period from January 1 to December 31 of each year, divided by the total number of media sets we obtain. We set the fee by August l of each year. If you need additional media sets or media sets are lost or stolen, you must pay us for these additional media sets. |
| Website, CRM and Technology Support Fee | Currently $83 per week | Payable by Electronic Funds Transfer weekly on Monday with Royalty Fees | This fee is intended to reimburse us for expenses in providing technical support and website management as well as general funds for technology innovations. We may increase the Technology Support Fee as our costs increase. |
| Computer System Maintenance, Hosting and Licensing Fee | Currently $50 per week | Payable by Electronic Funds Transfer weekly on Monday with Royalty Fees | This fee covers various expenses we incur related to third party software licenses, hosting services and related expenses. |

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Post Production Services | Our then-current prices.<br><br>Currently, packages and products range from $50 to $500. Add-on and a la carte services currently range from $50 to $200. Certain custom editing services are also available at a current rate of $50/hour. | Payable by Electronic Funds Transfer weekly on Monday with Royalty Fees following the week in which such services are provided. | You must purchase all photo and video post-production services from us. The cost of those services and products varies based on the package you select, and whether you elect to purchase any a la carte editing services or signature add-ons. |
| Office Visit | $150 plus other expenses (including travel) | 30 days after billing | A representative of ours may visit your office for up to two days to review your operations. This begins the second year of franchise operations. |
| Transfer Fee | 30% of then-current Initial Franchise Fee | Before transfer | You pay this fee when the Franchise Agreement or a substantial portion of the assets of the Franchised Business or any controlling interest in you is transferred. |
| Renewal Fee | $5,000 | At least 30 days before renewal | Due if you elect to renew the Franchise Agreement and satisfy all conditions to renewal. |
| Audit | Costs of inspection or audit | 30 days after billing | Payable only if you do not provide reports, supporting records or other required information or if you understate 2% of Gross Receipts for any week. |
| Interest on Past Due Amounts | Lesser of 1½ % per month, or highest rate of interest allowed by law | 30 days after billing | Due on all past due amounts owed to us or our affiliates. |
| Tax Indemnification | We have the right to collect from you the cost of all income taxes, sales taxes and other taxes we incur as a result of our licensing of intellectual property to you in the state where your franchise is located. See Note 2 | Payable on local advertising and public relations activities. | We will only impose this tax if the state where you locate your Franchise Business collects these taxes or assessments from us and we elect to seek reimbursement from you. |
| Insurance Reimbursement | Cost of insurance purchased on your behalf, plus the greater of $500 or our costs in obtaining such insurance. | As invoiced | You must reimburse us if we obtain insurance for you because you fail to obtain or maintain required insurance coverage. |

| NAME OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Relocation Reimbursement | Costs we incur to provide relocation services, not to exceed $10,000 | 30 days after billing | We may charge you for the services we provide in connection with any relocation of the Franchised Business |
| Indemnification | Will vary under circumstances | As incurred | You must reimburse us if we are held liable for claims from your Franchised Business operation or if you breach the Franchise Agreement. |
| Insufficient Funds Processing Fee | $100 | As incurred | Due if you have insufficient funds in your Account to cover a payment, or if a check is returned for insufficient funds. |
| Annual Meeting Attendance Fee | Currently $150 for the first attendee and $100 for each additional attendee (but could increase if our costs increase). | Before the annual meeting commences | You must attend our annual meetings. |
| Early Termination Damages | Amount of the average weekly Royalty fees and Fund Contribution that you owed for the 12 month period before the date of termination multiplied by the number of years then remaining of the current term of the Franchise Agreement | Within 30 days following the termination | Payable if you default on your obligations and we terminate the Franchise Agreement before the expiration of the term of the Franchise Agreement. |
| Bookkeeping Fees | Currently $250 per month | As invoiced | Payable if you decide to use our optional bookkeeping services for your Franchised Business. |

**Note 1.** Except where otherwise noted, all fees are payable to us, are non-refundable, and are uniformly imposed.

**Note 2**. The term "Gross Receipts" means the aggregate amount of all sales of goods and any other merchandise, and the aggregate of all charges for services performed (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made and provided at or in connection with the Franchised Business, including off-premises sales and monies derived at or away from the Franchised Business. The term "Gross Receipts" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes you pay or accrue. The term "Gross Receipts" does not include net returns on saleable goods and discounts allowed to customers on sales, but must not be modified or reduced for uncollected accounts. "Gross Receipts" will include all revenues or receipts of any kind derived from the sale of products or services generated through leads realized by the operation of the Franchised Business, including wedding consultation, sale of products or services for weddings, celebrations, anniversaries and corporate functions which are initially generated from leads obtained by or through the Franchised Business. For purposes of the royalty fee, the sale is made at the time of delivery of the product or service.

**Note 3** If the state in which you operate the Franchised Business imposes a sales, use or similar tax on royalties we collect from you based solely on your access to our Operations Manual, the use of our Licensed

Marks or assistance we may provide to you, we reserve the right to collect from you the amount of such tax imposed on us. This is a common, but not uniformly imposed, requirement in many franchise agreements.

## ITEM 7

## ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

| EXPENSE | AMOUNT (Note 1) | METHOD OF PAYMENT | WHEN DUE | TO WHOM PAYMENT IS MADE |
|---|---|---|---|---|
| Initial Franchise Fee (Note 2) | $50,000 | Lump Sum | Upon Signing of Franchise Agreement | Us |
| Storage Space (Note 3) | $0 to $600 | Lump Sum, if applicable | As Incurred | Third Party Vendor |
| Equipment (Note 4) | $12,600 to $15,000 | Lump Sum, your own financing | As Ordered | Various Suppliers, or us |
| Computer Software (Note 5) | $1,200 to $2,000 | Lump Sum | As Ordered | Vendor |
| Business Set-up Costs (Note 6) | $500 to $1,500 | As Incurred | Before Opening | Government agencies, utility companies, legal fees |
| Opening Supplies (Note 7) | $0 to $2,000 | As Incurred | As Incurred | Us or Vendors |
| Media Set (Note 8) | $1,300 | As Incurred | As Incurred | Suppliers |
| Opening Advertising and Promotion (Note 9) | $750 to $2,000 | As Incurred | As Ordered | Franchisee Determines or to Us |
| Initial Training Expenses (Note 10) | $1,000 to $3,000 | As Incurred | Before Opening | Vendors |
| Additional Funds – 3 months (Note 11) | $500 to $2,000 | As Incurred | As Incurred | Employees, Suppliers, or Vendors |
| **Total Estimated Initial Investment (Note 12)** | $67,850 to $79,400 | | | |

**Note 1.** Except where otherwise noted, all fees that you pay to us are non-refundable. Third-party lessors, contractors and suppliers will decide if payments to them are refundable.

**Note 2.** If you qualify for our current incentive program, we will offer you a discount of $10,000 from the Initial Franchise Fee. See Item 5 for further details.

**Note 3**. We estimate that approximately 500 square feet is sufficient for most administrative or equipment and supply storage purposes. This may vary depending on your business. If local laws and ordinance permit, you may be able to operate the business from, and use storage in, your home. We do not expect you to lease space during the initial phase of operations.

**Note 4**. You must purchase sound reproduction, DJ booth, photo booth and light display equipment, as well as a bridal show booth, before commencing operations.

**Note 5**. You must pay certain third party monthly licensing fees relating to the Computer System used in the Franchised Business.

**Note 6**. You must pay the cost of local licensing requirements, any telephone or utility deposits, and any insurance we require.

**Note 7.** You must purchase a phone and computer hardware meeting our standards before you open your Franchised Business.

**Note 8.** We require a minimum of one media set with 1,000 songs to open your Franchised Business.

**Note 9.** You must purchase marketing supplies and promotional materials from us or our approved supplier.

**Note 10.** We describe training in Item 11. This figure estimates the out-of-pocket costs and expenses for your attendee(s). Your costs will vary depending upon your point of origin, method of travel, class of accommodation, and living expenses. These estimates cover the cost of one to two people attending the training. We may waive the training requirement for existing franchisees who have previously attended training and currently operate one or more Franchised Businesses, although we still will require an operating manager for the Franchised Business (the "Manager") to attend and complete training.

**Note 11.** We base the estimated working capital requirement on what we believe is necessary for the first three months of operating the Franchised Business. This estimate anticipates that you will have no employees and that no owners will earn a draw or salary during the start-up period. You will need working capital to support on-going start-up expenses (in addition to the items identified separately in the table above) if these expenses are not covered by sales revenue. This is only an estimate, and you may need additional working capital during the first three months you operate your Franchised Business and for a longer time period afterward.

**Note 12.** We used our and our affiliate's experience of 50 years in the industry in estimating these costs. You should review this information carefully with a business advisor before deciding to purchase the franchise.

## ITEM 8

## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must use in the operation of your Franchised Business only those brands or types of materials, equipment, and signs that meet our approval. We will supply you with a list of equipment, specifications, and brand names we have approved. You must purchase equipment which meets certain specifications in the Franchise Agreement or in our Confidential Operations Manual(s).

Approved Suppliers

To maintain the quality and uniformity of all COMPLETE WEDDINGS + EVENTS businesses, you must purchase certain products, services, equipment, supplies, marketing materials, computer hardware and software, and items used in or provided by your Franchised Business only from our designated or approved suppliers. We reserve the right to designate ourselves or one of our affiliates as the only designated or

approved supplier for such purchases. As of the issuance date of this disclosure document, we currently are a designated supplier for certain marketing materials, apparel, and the proprietary software used in the operation of your Franchised Business. You also must purchase all post-production video and photo services and materials from us. We reserve the right to determine individual post production agreements. We also are an approved supplier of sound and lighting equipment, but you currently are not required to purchase sound and lighting equipment from us.

If you propose to purchase any type of decorating material, fixture, equipment, sign or any other items from any supplier which we have not approved, you must first notify us in writing and must submit to us upon our request specifications, photographs, drawings and/or other information or samples. We may prescribe other procedures for submitting requests to use suppliers which we have not approved, which may include the payment of a fee. We currently do not charge a fee to review or evaluate a supplier which we have not yet approved. We will determine whether the type of decorating material, fixture, equipment, or sign complies with its specifications and/or whether supplier meets our approved supplier criteria. Our criteria for granting or revoking supplier approval is not available to you. We do not provide material benefits to you based on your use of designated or approved sources.

If you desire to purchase any items or products from suppliers that we have not previously approved, you must obtain our approval. We have 60 days from the receipt of request to accept or reject the proposed supplier. As a condition of approval, we may inspect the supplier's facility and products to ensure compliance with our specifications and standards. If we do not notify you of approval of the proposed supplier within 60 days following our receipt of requested information, the request is deemed denied. We will revise the list of approved suppliers as specifications and approved suppliers change and periodically distribute this list to you.

You must accept those bank cards and credit cards we specifically approve in the Operations Manual.

Insurance

You must at all times during the term of the Franchise Agreement maintain in force, at your sole expense, the following insurance, naming us as an additional insured:

(1) Comprehensive general liability insurance, including products liability, property damage, and personal injury coverage with a combined single limit of at least $1,000,000.

(2) Worker's compensation, employer's liability and other insurance to meet statutory requirements.

(3) Fire, vandalism, theft, burglary and extended coverage insurance with primary and excess limits of not less than 100% replacement value of the franchised facility and fixtures, equipment and inventory.

(4) Automobile liability insurance for owned and non-owned automobiles including personal injury, wrongful death and property damage with a single limit coverage of at least $1,000,000.

All insurance policies must be issued by the insurance carrier or insurance carriers acceptable to us and must name us as an additional insured, must contain a waiver of the insurance company's right of subrogation against us and must provide that we will receive 30 days' prior written notice of termination, expiration or cancellation of the policy. We may reasonably increase the minimum liability protection requirement annually and may modify and require at any time, on reasonable prior notice to you, different

or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product or motor vehicle liability litigation or other relevant changes in circumstances.

Advertising and Promotional Approval

You must use only our approved advertising and promotional materials in promoting the Franchised Business. We may license third party suppliers to produce advertising and promotion items which bear our Licensed Marks. You can purchase these items for resale or for promotional purposes from those approved third party suppliers. See Item 11 for further information regarding advertising programs.

Miscellaneous

We (directly or through an affiliate) may derive revenue directly or in the form of rebates or other payments from suppliers, based directly or indirectly on sales of products, advertising materials and other items to franchisees, and from other service providers. These payments may range from less than 1% up to 10% or more of the total purchase price of those items.

One or more of our officers have an interest in us and our affiliates. No officer owns a material interest in any other supplier.

We do not provide material benefits based on your use of approved sources. We may negotiate prices for numerous products for the benefit of the system, but not for any individual franchisee. There is no purchasing or distribution cooperative in the system. We may, however, attempt to receive volume discounts for the system.

For our calendar year ending December 31, 2023, we received $1,911,682 from on-going purchases from our franchisees for products and services which represents 45% of our total revenue of $4,215,171. Of your initial purchases, you must purchase 70% to 75% of your total initial costs from us or our approved suppliers. On an on-going basis you must purchase from us or our approved suppliers approximately 5% to 15% of your total operating expenses.

## ITEM 9

## FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and other items of this disclosure document.**

| OBLIGATION | SECTION IN AGREEMENT | DISCLOSURE DOCUMENT ITEM |
|---|---|---|
| A. Site selection and acquisition/lease | N/A | Items 7 and 11 |
| B. Pre-opening purchases/leases | Sections 2(A) and (B) | Items 7, 8 and 11 |
| C. Site development and other pre-opening requirements | Section 2(A) | Items 7, 8 and 11 |
| D. Initial and ongoing training | Section 3(A) | Items 7 and 11 |

| OBLIGATION | SECTION IN AGREEMENT | DISCLOSURE DOCUMENT ITEM |
|---|---|---|
| E. Opening | Section 2(C) and Schedule 2 | Item 11 |
| F. Fees | Sections 7, 9, 11(C), 13(C), 14(B) and 16 | Items 5 and 6 |
| G. Compliance with standards and policies/ Operations Manual | Sections 3(D), 4 and 8 | Items 11 and 16 |
| H. Trademarks and proprietary information | Sections 4 and 5 | Items 13 and 14 |
| I. Restriction on products/services offered | Section 8(C) | Items 8 and 16 |
| J. Warranty and customer service requirements | Sections 8(C), (D) and (E) | Item 11 |
| K. Territorial development and sales quotas | Section 1(B) and Schedule 3 | Item 12 |
| L. Ongoing product/service purchases | Section 8 | Items 8 and 11 |
| M. Maintenance, appearance and remodeling requirements | Section 8 | Item 11 |
| N. Insurance | Section 8(J) | Items 6, 7 and 8 |
| O. Advertising | Section 9 | Items 6 and 11 |
| P. Indemnification | Section 6(C) | Item 6 |
| Q. Owner's participation/management/staffing | Section 8 | Items 11 and 15 |
| R. Records/reports | Section 10 | Item 6 |
| S. Inspections/audits | Section 11 | Item 6 |
| T. Transfer | Section 13 | Items 6 and 17 |
| U. Renewal | Section 14(B) | Items 6 and 17 |
| V. Post-termination obligations | Section 16 | Item 17 |
| W. Non-competition covenants | Sections 12(B) and (C) | Item 17 |
| X. Dispute resolution | Section 17 | Item 17 |

## ITEM 10

## FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

## ITEM 11

## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

**Except as listed below, we are not required to provide you with any assistance:**

Pre-Opening Assistance: Before you open the Franchised Business, we will:

1. Designate your Protected Area (as defined in Item 12) (Franchise Agreement – Section 1(A).

2. Provide you and any operating manager ("Manager") with the initial training program on the operation of the Franchised Business as described below (Franchise Agreement – Section 3(A)).

3. Assist you in the opening of the Franchised Business without charge to you (Franchise Agreement – Section 3(B)).

4. Loan to you, or provide you with electronic access to, the Operations Manual, which may include one or more handbooks or manuals, and other written or electronic materials (collectively the "Operations Manual") for COMPLETE WEDDINGS + EVENTS businesses (Franchise Agreement – Section 3(D)).

5. Provide you with a list of standards and specifications for the equipment, supplies, signs and materials used, and the services performed, in the operation of the Franchised Business (Franchise Agreement – Section 2(A)). You must purchase these items from one of our approved suppliers from the list of suppliers that we provide to you. (Franchise Agreement – Section 2(B)). We are an approved supplier of sound and lighting equipment that we will deliver to you, but you currently are not required to purchase sound and lighting equipment from us.

Ongoing Assistance: During the operation of the Franchised Business, we will:

1. Refer business we obtain through national and regional marketing efforts which fall within your operation area and furnish you with recommendations on other marketing efforts (Franchise Agreement – Section 8(K)).

2. Furnish to you pre-recorded music for a reasonable cost reimbursement fee in a format we recommend for the equipment, and upon our demand, you must return this pre-recorded music to us (Franchise Agreement – Section 7(C)).

3. Operate a National Advertising Fund (the "Fund") for advertising or public relations programs as we, in our sole discretion, may deem appropriate to advertise or promote COMPLETE WEDDINGS + EVENTS businesses (Franchise Agreement – Section 9(A)).

4. Provide any updates or changes to the Operations Manual or the System (Franchise Agreement – Section 3(D)).

5. Provide access to any advertising and promotional materials that we may develop. We reserve the right to charge you a fee for the cost of copying or providing any advertising or promotional materials to you (Franchise Agreement – Section 9(E)).

6. Advise you of operating issues involving the Franchised Business we may discover from reports you submit or inspections we make and provide other assistance to you in the operation of the Franchised Business as we deem appropriate (Franchise Agreement – Section 3(C)).

7. Conduct a Google Ads Program under which we, our affiliates or vendors will advertise your Franchised Business through Google My Business (Franchise Agreement – Section 9(C)).

8. Provide an annual meeting of all franchisees and your attendance is mandatory (Franchise Agreement – Section 3(C)).

9. We do not establish the prices for services that your Franchised Business offers.

Marketing, Advertising and Promotion

National Advertising Fund

We operate a National Advertising Fund (the "Fund") for national, regional and local advertising, marketing and public relations programs as we, in our sole discretion, may deem appropriate to advertise or promote COMPLETE WEDDINGS + EVENTS businesses and the System. You must contribute to the Fund 2% of Gross Receipts (the "Fund Fee"), payable when the royalty fee is due. Any COMPLETE WEDDINGS + EVENTS businesses that we or our affiliates own in the United States will contribute to the Fund on the same basis. We will deposit all Fund Fees into the Fund that we manage through a separate account.

We will use the Fund to cover the costs of conducting and preparing national, regional and local advertising and marketing materials, programs and public relations activities, including the cost of preparing and conducting television, radio, magazine, billboard, newspaper, internet and other media programs and activities, the cost of employing advertising agencies and the cost of providing promotional brochures and advertising materials to COMPLETE WEDDINGS + EVENTS businesses and to regional and local advertising cooperatives of COMPLETE WEDDINGS + EVENTS businesses. We direct all programs, with sole discretion over the creative concepts, materials, endorsements and media used, and the placement and allocation. We may develop an in-house marketing staff that assists in developing and placing local advertising and other matters. We also contract with various outside advertising and marketing agencies and third party vendors to produce certain advertising and promotional materials and to create and implement public relations campaigns. We are reimbursed for reasonable administrative costs and overhead incurred in administering the Fund.

We are not required to spend any particular amount on marketing, advertising or production in the area in which your Franchised Business is located. We may spend in any fiscal year an amount greater or less than the aggregate contributions of COMPLETE WEDDINGS + EVENTS businesses to the Fund in that year and we may make loans to the Fund bearing reasonable interest to cover any deficits of the Fund and invest any surplus for future use by the Fund. We do not intend to use the Fund to principally solicit new franchise sales. We prepare an unaudited report of the operations of the Fund annually, and it is available to you upon request to our Director of Sales and Marketing.

During our fiscal year ended December 31, 2023, expenditures from the Fund were allocated in the following manner: 13% marketing and SEO; 6% promotions, research & development; 9% marketing software; 4% ongoing education; and 68% administrative (marketing sales and support personnel) costs.

When developing marketing strategy and allocating the use of Fund Fees, we consult with our Franchisee Advisory Council (the "Council"). There are 7 franchisees on the Council. Council members are appointed by us and serve for a 2 year term. The Council serves in an advisory capacity to provide advice to us on

various issues, including advertising, research and promotional activities. We have the power to form, change or dissolve the Council.

Local Marketing and Advertising and Other Programs

In addition to your contributions to the Fund, you must spend an amount equal to 4% of Gross Receipts on local advertising and public relations activities designed to publicize the operation of the Franchised Business in your market. Within 15 days after the end of each month, you must provide us with an accurate accounting of advertising, public relations and marketing expenditures during the most recent month. If your annual expenditures for local advertising activities do not equal or exceed 4% of your Gross Receipts, you must remit to us the difference for deposit in the Fund.

You may create your own advertising and promotional materials, at your expense, although all of your marketing, advertising and promotion must be in such media and of such type and format as we may approve, must be conducted in a dignified manner, and must conform to the standards and requirements as we may specify. Through the Fund, we may provide you approved local marketing plans and materials for use in promoting your Franchised Business. You may not use any marketing, advertising or promotional plans or materials unless and until you have received written approval from us.

You must participate in the advertising program where we or our affiliates or our vendors advertise your Franchised Business through Google My Business (and any additional and/or replacement electronic advertising program(s) we determine) within your Protected Area (the "Google Ads Program"). You must pay our then-current fees for participation in Google Ads Program, depending on the level of participation you select, with a minimum payment of $75 per week (the "Google Ads Program Fees"). The Google Ads Program Fees are payable with the Royalty Fee. We currently provide franchisees a range of options for participation in the Google Ads Program, as described in the Operations Manual. We may amend the Google Ads Program policies and procedures and the Google Ads Program Fees, in our sole discretion, during the term of the Franchise Agreement, and you must comply with all modifications upon 30 days written notice from us. There is no limit to our right to modify the Google Ads Program Fees. The Google Ads Program Fees are credited to your obligation to spend 4% of Gross Receipts on local advertising.

You also must participate in our National Sales Program under which our in-house sales staff manages leads who are interested in booking services, and places them with franchisees. You understand that we: (1) will establish the rules under which you may participate, (2) retain discretion in determining whether you may participate in the National Sales Program; and (3) may terminate, modify or replace the National Sales Program at any time. You acknowledge and agree that you must pay our then-current fees for participation in the National Sales Program. The current fees are $100 per week, plus commissions (generally $65 per service booked).

Advertising Cooperatives

You will participate in, support and contribute a proportionate share of the cost of any regional cooperative marketing and advertising programs we designate. The amount of your contribution will be determined by the regional cooperative (up to 4% of Gross Receipts), although we may designate the contribution amount if the regional cooperative is unable or unwilling to do so. We reserve the right to designate regional and local advertising or marketing markets, to establish regional cooperatives and to establish the bylaws and other rules under which such cooperatives will operate. COMPLETE WEDDINGS + EVENTS businesses that we or our affiliates own and operate are not obligated to participate in any cooperative we form or approve. Each cooperative will use contributions to fund local and regional advertising and promotional campaigns and activities that we recommend or approve for use by the cooperative. Each cooperative will determine its own voting procedures so long as those procedures are consistent with the general operating rules we have

established. A copy of the governing documents of the cooperative (if one has been established) for your market area will be available upon request. We or members of the cooperative will prepare an unaudited report of the operations of the marketing cooperative annually, and it will be available to you upon request. We can form, change or dissolve the cooperative, or merge it with another cooperative. Your contributions to an advertising cooperative will be credited toward your obligation to spend 4% of Gross Receipts on local advertising.

Site Selection

You are solely responsible for locating and obtaining a site for the Franchised Business, and you must obtain our consent to your site. We expect you to initially operate your Franchised Business from your home or an existing office space that is centrally located in your Protected Area. We generally will consent to the proposed site of your Franchised Business if it is in a safe, clean location, with a minimum of 500 square feet and centrally located in your Protected Area. We are not required to provide you any assistance in conforming your site to any applicable ordinances or codes. We do not own or lease your premises to you.

Time to Open

We estimate an interval of four to eight weeks between the signing of the Franchise Agreement and the opening of the Franchised Business. The factors which may affect this time period are your ability to locate a site, secure financing, obtain a lease, obtain permits, and the extent to which you must upgrade or remodel an existing location, the delivery schedule for equipment, inventory and supplies, and completion of your training. Unless we otherwise agree in writing, you must open the Franchised Business within three months after you sign the Franchise Agreement or we may terminate the Franchise Agreement.

Training Program

You and any Manager must attend and complete, to our satisfaction, our initial training program within 60 days of signing the Franchise Agreement. You must pay for the compensation, travel, lodging and living expenses you and any Manager incur while attending the initial training program or any supplemental or refresher training programs. The initial training program includes classes we conduct at our offices or at other locations, and on-the-job training at one of our COMPLETE WEDDINGS + EVENTS locations. The initial training program lasts up to 10 days, which may include up to 7 days at the corporate office in Omaha, Nebraska and up to 6 days at your office location. We will hold the initial training program on approximately a quarterly basis, or more frequently if necessary. Typically, training at the corporate office in Omaha, Nebraska is scheduled as soon as possible after you sign the Franchise Agreement, training at your office location is scheduled around your first bridal show, and product training at your office location is scheduled around your first event.

If during any training program we determine, in our sole discretion, that your Manager is not qualified to manage the Franchised Business, we will notify you and you may enroll a substitute Manager in the training program (Section 4(A) of Franchise Agreement).

After you open your Franchised Business, we periodically will provide training to any new Manager of the Franchised Business. We have discretion as to frequency and time of the training and have the right to assess you reasonable charges for this training. We have the right to require that you (or a managing partner, shareholder or managing member) and any Manager or assistant managers attend supplemental and refresher training programs during the term of the Franchise Agreement, at a time and place which we designate. We also may assess you reasonable charges for this training (Section 4 of Franchise Agreement).

## TRAINING PROGRAM

| SUBJECT | HOURS OF CLASSROOM TRAINING | HOURS OF ON THE JOB TRAINING | LOCATION |
|---|---|---|---|
| Business Development | 4 | 0 | Omaha |
| Operations | 12 | 0 | Omaha |
| Sales | 8 | 0 | Omaha |
| Accounting | 4 | 0 | Omaha |
| Marketing | 4 | 0 | Omaha |
| Computer Software Training | 8 | 4 | Omaha & your location |
| Actual Operation/Signature Show Training | 0 | 16 | Your location |
| Bridal Show Training | 0 | 12 | Your location |
| Networking | 0 | 4 | Your location |
| **TOTAL** | 40 | 36 | |

The instructional materials for the initial training program includes the Operations Manual, handouts and visual aids, and will include in-service instruction. Ben Hundt, our Senior Director of Operations, oversees the training program and has more than 6 years of training experience with us and 17 years of experience in a training capacity. Dustin ("DJ") Johnson, our Franchise Business Coach, is also responsible for training and has more than 19 years of training experience with us. Christian Maas, our Product Manager, is responsible for training on product in market and has 5 years of training experience with us.

We regularly hold weekly webinars, an annual sales meeting which you are not required to attend, and an annual franchisees' meeting which you must attend.

Operations Manual

We will provide, during the term of the Franchise Agreement, electronic access to our Operations Manual, which may include one or more handbooks or manuals, and other written or electronic materials (collectively, the "Operations Manual") for COMPLETE WEDDINGS + EVENTS businesses. The Operations Manual contains mandatory and suggested specifications, standards and operating procedures we prescribe for COMPLETE WEDDINGS + EVENTS businesses and information relative to your obligations. We have the right to add to, and otherwise modify, the Operations Manual to reflect changes in products, services, specifications, standards and operating procedures of a COMPLETE WEDDINGS + EVENTS business. The current version of the Operations Manual contains 146 pages and the current table of contents of the Operations Manual is attached to this disclosure document as Exhibit D. (Section 4(E) of Franchise Agreement).

Computer Systems

You must use in the Franchised Business computer hardware and software that meets our standards and specifications, including all components and associated service, which we have developed or selected for the System. You may acquire additional hardware and functionality if you choose to do so.

You must have a Remote Desktop Connection and DSL or a high-speed internet connection. You must use Windows 10 Pro or better. We will provide you with access to our proprietary software to use in the day-to-day operation of your Franchised Business. You must sign our Software Access Agreement in the form attached to the Franchise Agreement. You may be required to purchase other proprietary software from us or a third party we designate, and/or update any proprietary software at any time during the term of the

Franchise Agreement. You may be required to enter into a separate computer software license agreement and/or pay a fee to us or any third party supplier we designate for such other proprietary software we may require. There are no contractual limitations on the frequency and cost of this requirement.

You must pay us a weekly fee, currently $83, for website, CRM and database management and a weekly fee, currently $50, to reimburse us for third-party maintenance, hosting, licensing and technology support.

We have independent access to all information contained on your computer system. We have no contractual limitation on our right to receive information through your computer system. You must have a high speed Internet connection that meets our standards and specifications to facilitate communication between you and us and among our franchisees.

The estimated initial cost of the computer, software and technology support ranges from $1,200 to $2,000. The estimated annual cost of the computer and software, hosting, maintenance, development, and support is $7,176. You must use and, at our discretion, pay for all future updates, supplements and modifications to the computer system, including any additions or modifications to any proprietary software. There are no contractual limitations on the frequency and cost of additional maintenance or repair. Except as described above, we, our affiliates, and third-party suppliers are not currently required to provide any ongoing maintenance, repairs, upgrades or updates to you.

## ITEM 12

## TERRITORY

We grant certain territorial rights to you under the Franchise Agreement, and these rights are determined when you sign the Franchise Agreement ("Protected Area"). The size of the Protected Area will vary depending upon demographics and population, but generally will have a population of at least 200,000. During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement, we will not directly or indirectly establish or franchise any third party to establish a COMPLETE WEDDINGS + EVENTS business from a site within your Protected Area.

During the term of the Franchise Agreement, you must comply with the requirement to obtain and maintain minimum levels of Gross Receipts annually as described in Schedule 3 of the Franchise Agreement ("Performance Standard"). If you fail to obtain and maintain the annual Performance Standard, we may terminate the grant of the rights of exclusivity to the Protected Area and we may terminate the Franchise Agreement. The current Performance Standard in the Franchise Agreement is set forth in the table below:

| TIMING | MINIMUM ANNUAL GROSS RECEIPTS |
|---|---|
| 18 Months After Opening | $75,000 |
| 30 Months After Opening | $150,000 |
| 42 Months After Opening | $300,000 |
| 54 Months After Opening<br>Through The Expiration Of The Franchise Agreement | $400,000 |

You may not directly advertise your services or solicit business outside your Protected Area. You may accept unsolicited business from outside your Protected Area, subject to our then-current policies. You cannot use other channels of distribution, including the Internet, catalog sales, telemarketing or other direct marketing. You do not have an option or right of first refusal to acquire additional territory or franchises.

The premises for the Franchised Business must be centrally located in your Protected Area. If you desire to relocate the Franchised Business to another site within the Protected Area, you must obtain our prior

written consent (which we will not unreasonably withhold). Any relocation is at your sole expense, and we may charge you for our services provided in connection with the relocation.

You will not receive an exclusive territory. You may face competition from other franchisees, from businesses that we own or from other channels of distribution or competitive brands that we control.

We (for our self and our affiliate) retain the right, in our sole discretion and without compensation to you:

1. to directly operate, or to grant other persons the right to operate, COMPLETE WEDDINGS + EVENTS businesses at locations outside the Protected Area and service customers from those locations inside or outside the Protected Area;

2. to promote, sell and distribute the products and the services authorized for sale from COMPLETE WEDDINGS + EVENTS businesses under trademarks and service marks, other than the Licensed Marks, through similar or dissimilar channels of distribution inside or outside the Protected Area;

3. to promote, sell, distribute and license the products and the services authorized for sale from COMPLETE WEDDINGS + EVENTS businesses under the Licensed Marks through dissimilar channels of distribution (*i.e.*, other than the operation of a COMPLETE WEDDINGS + EVENTS business), including direct mail, wholesale activities, and by electronic means such as the Internet, and pursuant to conditions we deem appropriate within and outside the Protected Area;

4. To acquire businesses that are the same as or similar to the Franchised Business and operate such businesses regardless of whether such businesses are located within or outside the Protected Area, and to be acquired by any third party which operates businesses that are the same as or similar to the Franchised Business regardless of whether such businesses are located within or outside the Protected Area; and

5. to promote the System and COMPLETE WEDDINGS + EVENTS businesses generally, including on the Internet (or any other existing or future form of one or more electronic commerce) and to create, operate, maintain and modify, or discontinue the use of websites using the Licensed Marks.

Neither we nor any affiliate currently operates or franchises the operation of, or has any present plans or policy to operate or franchise the operation of, any business selling under different trademarks, goods or services similar to, or competitive with, those you offer.

## ITEM 13

## TRADEMARKS

We grant you the right to operate your Franchise Business under the name "COMPLETE WEDDINGS + EVENTS." You also may use our other Licensed Marks to operate your Franchised Business.

The following table lists only the principal Licensed Marks that you are licensed to use. We have filed all required affidavits and renewal registrations for those Licensed Marks listed below. The following table describes the status of applications for federal registration with the U.S. Patent and Trademark Office ("USPTO") on the Principal Register of the principal Licensed Marks that we license to you under the Franchise Agreement.

| PRINCIPAL MARK | REGISTRATION DATE | U.S. REGISTRATION NO. |
|---|---|---|
| COMPLETE weddings + events | December 20, 2016 | 5104095 |
| COMPLETE MUSIC | December 24, 2013 | 4454537 |
| COMPLETE MUSIC® DISC JOCKEY SERVICE | October 4, 1988 | 1507532 |

We have applied to register the following Licensed Marks on the Principal Register of the USPTO:

| PRINCIPAL MARK | APPLICATION DATE | SERIAL NO. |
|---|---|---|
| COMPLETE WE DO | June 22, 2023 | 98054351 |
| COMPLETE WEDDINGS + EVENTS | June 22, 2023 | 98054354 |

We do not have a federal registration for these two principal trademarks. Therefore, these trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We have the right to periodically change the list of Licensed Marks. Your use of the Licensed Marks and any goodwill is to our exclusive benefit and you retain no rights in the Licensed Marks. You also retain no rights in the Licensed Marks when the Franchise Agreement expires or terminates. You are not permitted to make any changes or substitutions respecting the Licensed Marks unless we direct in writing. In addition to the Licensed Marks listed above, we registered the domain name "cmusic.com" in 1996, and "completewedo.com" in 2012. You may not use any Licensed Mark or portion of any Licensed Mark as part of any corporate or any trade name, or any modified form or in the sale of any unauthorized product or service, or in any unauthorized manner. You may not use any Licensed Mark or portion of any Licensed Mark on any website without our prior written approval.

There are currently no effective material determinations by the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the Licensed Marks that are relevant to your use in any state. There are currently no agreements in effect that significantly limit our rights to use or license the use of any Licensed Marks in any manner material to the franchise.

You must immediately notify us of any apparent infringement of or challenge to your use of any Licensed Marks, and we have sole discretion to take any action we deem appropriate. We are unaware of any infringing uses or superior rights that could materially affect your use of the Licensed Marks.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Licensed Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation relating to the Licensed Marks and we will have the sole right to decide to pursue or settle any infringement actions relating to the Licensed Marks. You must notify us promptly of any infringement or unauthorized of the Licensed Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Licensed Marks, you will make these changes or substitutions at your own expense.

## ITEM 14

## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We claim copyright protection for the Operations Manual and for certain other materials we develop to assist you in the operation of your Franchised Business. We do not have an obligation to protect the copyrightable materials we develop for use in the System. There are no patents or copyrights currently pending or registered that are material to the franchise.

We own certain proprietary or confidential information relating to the operation of a COMPLETE WEDDINGS + EVENTS business, including information in the Operations Manual ("Confidential Information"). You must keep confidential during and after the term of the Franchise Agreement the Confidential Information. You will not acquire any interest in the Confidential Information other than the right to use it in your Franchised Business, and you must not use the Confidential Information in any other business or capacity. When your Franchise Agreement expires or terminates, you must return to us all Confidential Information and all other copyright material. You must notify us immediately if you learn of an unauthorized use of the Confidential Information. We are not obligated to take any action and we will have the sole right to decide the appropriate response to any unauthorized use of the Confidential Information. You must comply with all changes to the Operations Manual at your cost.

You must fully and promptly disclose to us all ideas, concepts, methods and techniques relating to the development and/or operation of a COMPLETE WEDDINGS + EVENTS business that you or your employees conceive or develop during the term of the Franchise Agreement (collectively, "Improvements") without compensation to you. We have the perpetual right to use and authorize other COMPLETE WEDDINGS + EVENTS businesses to use the Improvements.

## ITEM 15

## OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Franchised Business must at all times be under your direct supervision (or if you are a partnership, corporation or limited liability company, a managing partner, shareholder or managing member who we approve and who satisfactorily completes our training program) or a Manager who we have approved and who has completed our training program. If a Manager supervises your Franchised Business, you (or the managing partner, shareholder or managing member) must remain active in overseeing the operations of the Franchised Business. The Manager is not required to own an equity interest in you.

The person responsible for the day-to-day supervision of the Franchised Business (i.e., the managing partner, shareholder, managing member or the Manager we approve) may assume responsibilities on a part-time basis. However, within 36 months following the commencement of business operations, the person responsible for the day-to-day supervision of the Franchised Business must assume responsibilities on a full-time basis and may not directly or indirectly engage in any other business or activity that requires any significant management responsibility or time commitments, or otherwise conflicts with the obligations under the Franchise Agreement. If you are a corporation, partnership or limited liability company, you may not engage in any business or activities other than the ownership and operation of other COMPLETE WEDDINGS + EVENTS businesses.

Each individual who directly or indirectly owns a 10% or greater interest in the franchisee entity is considered a "Principal Owner" and must sign the Guaranty and Assumption of Obligations attached to the Franchise Agreement. We only require the spouse of a person who signs the Guaranty and Assumption of Obligations to also sign the Guaranty and Assumption of Obligations if the spouse independently satisfies the standard for a "Principal Owner." These people agree to discharge all obligations of the franchisee entity to us under the Franchise Agreement and are bound by all of its provisions, including maintaining the confidentiality of Confidential Information described in Item 14 and complying with the non-compete covenants described in Item 17. In addition, all of your employees who have managerial duties at the Business, as well as all corporate officers and directors of a corporate franchisee entity (all partners in a partnership), must sign a written agreement to maintain the confidentiality of our Confidential Information described in Item 14 and comply with the non-compete covenants described in Item 17.

## ITEM 16

## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

In the operation of the Franchised Business, you must offer for sale all, and only, those products and services as we determine to be appropriate for a COMPLETE WEDDINGS + EVENTS business. You cannot, without our prior written approval, offer any products or services that we have not then authorized for COMPLETE WEDDINGS + EVENTS businesses.

You must at all times maintain a minimum inventory of music, supplies, production materials, equipment and disc jockey related products in quantity and variety to realize the full potential of your Franchised Business.

We may periodically conduct market research and testing to determine consumer trends and the salability of new disc jockey products and services. You must cooperate by participating in our market research programs, test marketing new products and services in your Franchised Business and providing us with timely reports and other relevant information regarding market research. In connection with any test marketing, you must purchase a reasonable quantity of the products and effectively promote and make a best effort to sell products.

## ITEM 17

## RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### The Franchise Relationship

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|---|---|---|
| a. Term of the franchise | Section 14(A) | 10 years |
| b. Renewal or extension of the term | Section 14(B) | 1 additional term of 10 years. |
| c. Requirements for you to renew or extend | Section 14(B) | (1) Provide written notice at least 180 days before expiration; (2) compliance with the Franchise Agreement, (3) maintain premises and refurbish the location, or relocate the premises to a location that meets our specifications and standards, (4) complete any new/refresher training programs, (5) pay $5,000 renewal fee, (6) sign new Franchise Agreement (which may contain materially different terms and conditions than the original Franchise Agreement), and (7) sign general release (subject to state law). |
| d. Termination by you | Not Applicable | Subject to applicable state law, you have no right to terminate the Franchise Agreement. |
| e. Termination by us without cause | Not Applicable | Not Applicable |
| f. Termination by us with cause | Section 15 | We may terminate Franchise Agreement only if you default in performance under the terms of Franchise Agreement. |
| g. "Cause" defined - defaults which can be cured | Section 15(B) | (1) Failure to open Franchised Business or complete training program, (2) lost right to occupy the premises and fail to relocation, (3) failure to attend supplemental or refresher training, (4) failure to pay fees, (5) violation of law or governmental agency regulation, (6) failure to maintain insurance, (7) failure to obtain and maintain minimum sales, or (8) failure to comply with any other provision of the Franchise Agreement. |
| h. "Cause" defined - defaults which cannot be cured | Section 15(A) | (1) Failure on 3 or more occasions in any 12 months to comply with the Franchise Agreement, (2) material misrepresentation or omission in the application, (3) you or a Principal Owner are convicted of a felony or other crime adversely affecting the Franchised Business, (4) unauthorized transfer, (5) unauthorized use of the Marks, Confidential Information or Operations Manual, (6) insolvency, (7) bankruptcy, (8) abandonment, (9) threat or danger to the health and safety of customers, employees or the public, or (10) violate a covenant in the Franchise Agreement. |

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|---|---|---|
| i. Your obligations on termination/ nonrenewal | Section 16 | (1) Cease operating the Franchise Business, (2) assign to us or disconnect (at our option) the telephone numbers, (3) cancel all assumed name filings, (4) removal of all signage and other items indicative of the Franchise Business, (5) payments of amounts due and (6) cease using and return Operations Manual, proprietary software and confidential information. |
| j. Assignment of contract by us | Section 13(A) | No restriction on our right to assign. |
| k. "Transfer" by you-definition | Section 13(B) | Includes transfer of contract or assets or ownership change. |
| l. Our approval of transfer by franchisee | Section 13(C) | We have the right to approve all transfers but will not unreasonably withhold approval. |
| m. Conditions for our approval of transfer | Section 13(C) | (1) You are in compliance with the terms of the Franchise Agreement and have paid all fees to us and our affiliates, (2) proposed transferee meets our standards, (3) transferee agrees to complete training, (4) landlord agrees to assignment of lease or sublease, (5) parties sign assignment and assumption agreement we approve or transferee signs our then-current form of Franchise Agreement (which may contain materially different terms and conditions than the original Franchise Agreement), (6) pay transfer fee, (7) you sign a general release, (8) we approve the material terms of the transfer agreement, and (9) you comply with the post-termination covenants. |
| n. Our right of first refusal to acquire your business | Section 13(G) | We can match any offer for your business. |
| o. Our option to purchase your business | Section 16(D) | In case of termination or nonrenewal, we may purchase tangible assets at book value. |
| p. Your death or disability | Section 13(D) | Franchise must be assigned by estate to an approved transferee in 30 days. |
| q. Non-competition covenants during the term of the franchise | Section 12(C) | No involvement in competing business anywhere. |
| r. Non-competition covenants after the franchise is terminated or expires | Section 12(D) | No competing business for 2 years within 30 miles of the Protected Area or within 30 miles of another COMPLETE WEDDINGS + EVENTS business franchise. |
| s. Modification of the agreement | Section 18(F) | No modifications generally, except in writing. Operations Manual may be modified. |

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|---|---|---|
| t. Integration/merger clause | Section 18(N) | Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | Not Applicable | Except for actions we bring for monies owed or injunctive relief, all disputes first will be subject to non-binding mediation in Omaha, Nebraska, then (if not resolved) to binding arbitration in Omaha, Nebraska (subject to applicable law). |
| v. Choice of forum | Section 18 | Litigation must be in state of federal court where our headquarters is located, currently Omaha, Nebraska (subject to state law). We also have the right to file suit where the Franchised Business is located (subject to applicable law). |
| w. Choice of law | Section 18 | Nebraska law applies (subject to state law). |

## ITEM 18

## PUBLIC FIGURES

We do not use any public figure to promote our franchise.

## ITEM 19

## FINANCIAL PERFORMANCE REPRESENTATION

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.

### TABLE NO. 1

### GROSS RECEIPTS OF AFFILIATE-OWNED BUSINESS FOR CALENDAR YEAR 2023

The table below displays the annual Gross Receipts of our affiliate-owned COMPLETE WEDDINGS + EVENTS business that was in operation during the full 2023 calendar year. Our affiliate-owned business pays Royalties to us in the same manner as franchised COMPLETE WEDDINGS + EVENTS businesses.

| Gross Receipts |
|---|
| $1,388.180.78 |

**TABLE NO. 2**

**GROSS RECEIPTS OF FRANCHISED BUSINESSES**
**FOR CALENDAR YEAR 2023**

There were 68 franchised COMPLETE WEDDINGS + EVENTS businesses in operation at the end of the 2023 calendar year. The table below displays the average annual Gross Receipts of the 57 franchised COMPLETE WEDDINGS + EVENTS businesses that were in operation during the full 2023 calendar year. This financial performance representation does not include financial performance data related to: five franchised businesses that were open for less than a full calendar year; five franchised businesses that were transferred and had not be in operation by the new owner for a full calendar year; and one franchised business that was not operational for the full calendar year.

| | Systemwide | Top Third | Middle Third | Bottom Third |
|---|---|---|---|---|
| Number of Franchised Businesses | 57 | 19 | 19 | 19 |
| Average Gross Receipts | $361,089.55 | $713,354.43 | $248,846.42 | $121,067.80 |
| Range of Gross Receipts | $57,742.50 - $2,487,077.50 | $356,910.00 – $2,487,077.50 | $180,036.07 - $333,417.00 | $57,742.50- $173,395.82 |
| Median Gross Receipts | $236,194.40 | $495,349.00 | $236,194.40 | $134,671.05 |
| No. and Percentage of Franchised Businesses at or above Average Gross Receipts | 18 / 32% | 7 / 37% | 9 / 47% | 12 / 63% |

Item 19 Notes:

1. "Gross Receipts" is defined as the aggregate amount of all sales of goods and any other merchandise, and the aggregate of all charges for services performed (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made and provided at or in connection with the COMPLETE WEDDINGS + EVENTS business, including off-premises sales and monies derived at or away from the business. The term "Gross Receipts" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes paid or accrued. The term "Gross Receipts" does not include net returns on saleable goods and discounts allowed to customers on sales, but is not modified or reduced for uncollected accounts. "Gross Receipts" will include all revenues or receipts of any kind derived from the sale of products or services generated through leads realized by the operation of the business, including wedding consultation, sale of products or services for weddings, celebrations, anniversaries and corporate functions which are initially generated from leads obtained by or through the business. For purposes of the royalty fee, the sale is made at the time of delivery of the product or service.

2. The COMPLETE WEDDINGS + EVENTS businesses reflected in this financial performance representation offer services for sale that are substantially similar to the services that you will offer for sale in your Business.

3. The results shown in this financial performance representation for our affiliate-owned COMPLETE WEDDINGS + EVENTS business were prepared from data compiled in the ordinary course of business by our employees and is based on the performance of our affiliate-owned business that has a territory located in Iowa and Nebraska. The results are unaudited.

4. The results shown in this financial performance representation for the franchised COMPLETE WEDDINGS + EVENTS businesses were prepared from reports provided to us by our franchisees. The results are unaudited.

5. Written substantiation for the financial performance representation will be made available to you upon reasonable request.

6. **Some COMPLETE WEDDINGS + EVENTS businesses have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.**

7. This information included in this Item 19 constitutes a historic financial performance representation and is not a forecast of future financial performance.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Eric Maas, 110 North 9th Street, Omaha, Nebraska 68102 (402) 339-0001.

## ITEM 20

## OUTLETS AND FRANCHISEE INFORMATION

**Table #1 Systemwide Outlet Summary**
**For Years Ending December 31, 2021, 2022, 2023**

| OUTLET TYPE | YEAR | OUTLETS AT THE START OF THE YEAR | OUTLETS AT THE END OF THE YEAR | NET CHANGE |
|---|---|---|---|---|
| Franchised* | 2021 | 189 | 97 | -92 |
| | 2022 | 97 | 66 | -31 |
| | 2023 | 66 | 68 | +2 |
| Company Owned | 2021 | 2 | 1 | -1 |
| | 2022 | 1 | 1 | 0 |
| | 2023 | 1 | 1 | 0 |
| **Total Outlets** | 2021 | 191 | 98 | -93 |
| | 2022 | 98 | 67 | -31 |
| | 2023 | 67 | 69 | +2 |

* We recently restructured the individual ownership of COMPLETE WEDDINGS + EVENTS businesses by consolidating common ownership of certain multiple territories into a single business. As a result, the total number of businesses as of December 31, 2022 were reduced.

**Table #2 Transfers of Outlets from Franchisees to New Owners**
**(other than the Franchisor)**
**For Years Ending December 31, 2021, 2022, 2023**

| STATE | YEAR | NUMBER OF TRANSFERS |
|---|---|---|
| CA | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| CO | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| FL | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 1 |
| GA | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 2 |
| IL | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 0 |
| KS | 2021 | 0 |
| | 2022 | 2 |
| | 2023 | 0 |
| MN | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 0 |
| NM | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 1 |
| SC | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 2 |
| TX | 2021 | 7 |
| | 2022 | 0 |
| | 2023 | 0 |
| WY | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Total | 2021 | 9 |
| | 2022 | 4 |
| | 2023 | 6 |

**Table #3 Status of Franchised Outlets**
**For Years Ending December 31, 2021, 2022, 2023**

| STATE | YEAR | OUTLETS AT START OF YEAR | OUTLETS OPENED | TERMINATIONS | NON-RENEWALS | REACQUIRED BY FRANCHISOR | CEASED OPERATIONS FOR OTHER REASONS | OUTLETS AT END OF YEAR |
|---|---|---|---|---|---|---|---|---|
| AL | 2021 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AR | 2021 | 4 | 0 | 3 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |

| STATE | YEAR | OUTLETS AT START OF YEAR | OUTLETS OPENED | TERMINATIONS | NON-RENEWALS | REACQUIRED BY FRANCHISOR | CEASED OPERATIONS FOR OTHER REASONS | OUTLETS AT END OF YEAR |
|---|---|---|---|---|---|---|---|---|
| CA | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| CO | 2021 | 12 | 0 | 7 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| FL | 2021 | 17 | 0 | 6 | 0 | 0 | 0 | 11 |
| | 2022 | 11 | 0 | 3 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| GA | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| IA | 2021 | 4 | 0 | 2 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| ID | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| IL | 2021 | 9 | 0 | 5 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| IN | 2021 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| KS | 2021 | 14 | 0 | 9 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| KY | 2021 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| LA | 2021 | 3 | 0 | 1 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| MD | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| MI | 2021 | 8 | 1 | 2 | 0 | 0 | 0 | 7 |
| | 2022 | 7 | 0 | 5 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| MN | 2021 | 6 | 0 | 2 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| MO | 2021 | 10 | 0 | 5 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 3 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| NC | 2021 | 4 | 0 | 3 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| ND | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| STATE | YEAR | OUTLETS AT START OF YEAR | OUTLETS OPENED | TERMINATIONS | NON-RENEWALS | REACQUIRED BY FRANCHISOR | CEASED OPERATIONS FOR OTHER REASONS | OUTLETS AT END OF YEAR |
|---|---|---|---|---|---|---|---|---|
| NE | 2021 | 13 | 0 | 9 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 2 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| NM | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| NY | 2021 | 5 | 0 | 3 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| OH | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| OK | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| PA | 2021 | 8 | 0 | 6 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 1 | 1 |
| SC | 2021 | 4 | 0 | 2 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| SD | 2021 | 5 | 0 | 3 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| TN | 2021 | 6 | 1 | 6 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| TX | 2021 | 29 | 0 | 7 | 0 | 0 | 0 | 22 |
| | 2022 | 22 | 0 | 17 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| UT | 2021 | 4 | 0 | 3 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| VA | 2021 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WA | 2021 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| WI | 2021 | 6 | 0 | 5 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| WY | 2021 | 3 | 1 | 2 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total | 2021 | 189 | 3 | 95* | 0 | 0 | 0 | 97 |
| | 2022 | 97 | 4 | 35* | 0 | 0 | 0 | 66 |
| | 2023 | 66 | 5 | 0 | 0 | 0 | 3 | 68 |

*As noted above, we recently restructured the individual ownership of COMPLETE WEDDINGS + EVENTS franchised businesses by consolidating common ownership of certain multiple territories into a

single franchise. As a result, the total number of franchised businesses as of December 31, 2022 were reduced and consolidated territories were treated as terminations for purposes of this table.

**Table #4 Status of Company-Owned Outlets**
**For Years Ending December 31, 2021, 2022, 2023**

| STATE | YEAR | OUTLETS AT START OF YEAR | OUTLETS OPENED | OUTLETS REACQUIRED FROM FRANCHISEES | OUTLETS CLOSED | OUTLETS SOLD TO FRANCHISEE | OUTLETS AT END OF YEAR |
|---|---|---|---|---|---|---|---|
| IA | 2021 | 1 | 0 | 0 | 1 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| NE | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Total** | 2021 | 2 | 0 | 0 | 1 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 |

*As noted above, we recently restructured the individual ownership of COMPLETE WEDDINGS + EVENTS businesses by consolidating common ownership of certain multiple territories into a single business. As a result, the total number of company-owned businesses as of December 31, 2022 were reduced and consolidated territories were treated as closures for purposes of this table.

**Table #5**
**Projected Openings as Of December 31, 2023**

| STATE | FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED | PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR | PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR |
|---|---|---|---|
| CA | 0 | 1 | 0 |
| NC | 0 | 1 | 0 |
| NV | 0 | 1 | 0 |
| OH | 0 | 1 | 0 |
| TN | 0 | 1 | 0 |
| **Total** | 0 | 5 | 0 |

The names, addresses and telephone numbers of all COMPLETE WEDDINGS + EVENTS® franchisees as of December 31, 2023, are listed in Exhibit E.

Also listed on Exhibit E is the name and last known city, state and business telephone number (or, if unknown, home telephone number) of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year and the period from January 31, 2023 to December 31, 2023.

If you buy a COMPLETE WEDDINGS + EVENTS® franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, current or former franchisees have signed confidentiality agreements. In certain instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We are not aware of any trademark-specific franchisee associations.

As described in Item 11, we have established a franchisee advisory council (the "Council"). The Council does not have an address, telephone number, email address or Web address. The FAC and related committees advise us on various franchise related matters.

## ITEM 21

## FINANCIAL STATEMENTS

The audited financial statements for COMPLETE MUSIC, Inc. as of December 31, 2023, 2022, and 2021 are attached as Exhibit A.

## ITEM 22

## CONTRACTS

The Franchise Agreement (including the Guarantee and Assumption of Obligations and Software Access Agreement) is attached as Exhibit B to this Disclosure Document. The State Agreement Addenda (including the General Release form) is included in Exhibit F. The Incentive Program Addendum to the Franchise Agreement is attached as Exhibit G. The Disclosure Verification Form is attached as Exhibit H.

## ITEM 23

## RECEIPT

At the end of this Franchise Disclosure Document is a detachable Receipt acknowledging receipt of our Franchise Disclosure Document with all exhibits attached.

## CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement requires application of the laws of the state of Nebraska. This provision may not be enforceable under California law.

California Business and Professions Code Sectiopns 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. See Rule 310.114.1.

Item 22, Additional Disclosure

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

## HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

## ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Special Risks to Consider about This Franchise, Additional Disclosure:

**Sales Performance Requirement**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Item 22, Additional Disclosures

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**NOTICE REQUIRED**
**BY**
**STATE OF MICHIGAN**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

**THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(ii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iii) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.**

**Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Law Building, Lansing, Michigan 48913, telephone (517) 373-7117.**

## MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure), 180

days notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

Item 22, Additional Disclosure

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

Cover Page, Additional Disclosure.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Item 3, Additional Disclosure. The following is added to the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under our principal trademark:

No such party has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

No such party has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal

or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

No such party is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4, Additional Disclosure. Item 4 is deleted and replaced with the following:

Neither we nor any of our predecessors, affiliates, or officers, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 5, Additional Disclosures.

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Item 17, Additional Disclosures.

The following is added to the Summary sections of Item 17(c) and 17(m): To the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Section 687.4 and 687.5 be satisfied.

The Summary section of Item 17(d) is deleted and replaced with the following language: You may terminate the agreement on any grounds available by law.

The following is added to the Summary section of Item 17(j): No assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

The following is added to the Summary sections of Items 17(v) and 17(w): The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

## NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

## RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the

application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

## VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

"According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

Item 22, Additional Disclosure

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

Item 1, Franchise Brokers

Item 1 of the Franchise Disclosure Document is amended to provide that franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

Item 17, Additional Disclosures

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a

franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Item 22, Additional Disclosure

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**EXHIBIT A**
**FINANCIAL STATEMENTS**

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Financial Statements and Independent Auditors' Report**

**December 31, 2023 and 2022**

# Complete Music, Inc. d/b/a Complete Weddings and Events

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**INDEPENDENT AUDITORS' REPORT**

Board of Directors
Complete Music, Inc. d/b/a Complete Weddings and Events
Omaha, Nebraska

**Opinion**
We have audited the financial statements of Complete Music, Inc. d/b/a Complete Weddings and Events (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, the related statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**
We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

**Auditors' Responsibilities for the Audit of the Financial Statements**
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control–related matters that we identified during the audits.

Lutz & Company, P.C.

February 17, 2024

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Balance Sheets**

**December 31, 2023 and 2022**

| ASSETS | 2023 | 2022 |
|---|---|---|
| **CURRENT ASSETS** | | |
| Cash | $ 273,298 | $ 594,505 |
| Trade Accounts Receivable, Less Allowance for Credit Losses of $8,695 and $25,012, Respectively | 102,855 | 142,134 |
| Total Current Assets | 376,153 | 736,639 |
| **PROPERTY AND EQUIPMENT** | | |
| Leasehold Improvements | 104,484 | 104,484 |
| Office Furniture and Equipment | 16,443 | 16,443 |
| Equipment | 85,986 | 85,986 |
| Computer Software and Equipment | 78,083 | 78,083 |
| Vehicles | 219,522 | 219,522 |
| Total Cost | 504,518 | 504,518 |
| Less Accumulated Depreciation | 324,484 | 267,249 |
| Net Book Value | 180,034 | 237,269 |
| **OTHER ASSETS** | | |
| Other Asset | 20,800 | 20,800 |
| Operating Lease Right-of-Use Asset | 661,042 | 564,613 |
| Due from Related Parties | 223,183 | 167,549 |
| Total Other Assets | 905,025 | 752,962 |
| **TOTAL ASSETS** | **$ 1,461,212** | **$ 1,726,870** |

See Notes to Financial Statements.

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Balance Sheets**

**December 31, 2023 and 2022**

| | 2023 | 2022 |
|---|---|---|
| **LIABILITIES** | | |
| **CURRENT LIABILITIES** | | |
| Revolving Bank Line of Credit | $ 60,831 | $ - |
| Current Portion of Long-Term Debt | 45,541 | 75,722 |
| Accounts Payable | 38,744 | 21,804 |
| Accrued Compensation and Benefits | 48,918 | 115,265 |
| Other Current Liabilities | 44,656 | 45,394 |
| Current Portion of Operating Lease Liability | 132,627 | 96,741 |
| Total Current Liabilities | 371,317 | 354,926 |
| **LONG-TERM LIABILITIES** | | |
| Long-Term Debt, Less Current Portion | 149,900 | 195,407 |
| Deferred Compensation | 90,316 | 81,110 |
| Operating Lease Liability, Less Current Portion | 531,230 | 467,958 |
| Total Long-Term Liabilities | 771,446 | 744,475 |
| Total Liabilities | 1,142,763 | 1,099,401 |
| **STOCKHOLDER'S EQUITY** | | |
| **COMMON STOCK** | | |
| $1 Par Value, Authorized, 10,000 Shares Issued and Outstanding, 1,000 Shares | 1,000 | 1,000 |
| **RETAINED EARNINGS** | 317,449 | 626,469 |
| Total Stockholder's Equity | 318,449 | 627,469 |
| **TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY** | **$ 1,461,212** | **$ 1,726,870** |

See Notes to Financial Statements.

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Statements of Income**

**Years Ended December 31, 2023 and 2022**

| | 2023 | 2022 |
|---|---|---|
| **REVENUES** | | |
| Initial Franchise Fees and Royalties | $ 2,162,607 | $ 2,184,891 |
| Video | 682,831 | 792,866 |
| Photography | 402,817 | 387,901 |
| Technology | 512,983 | 443,140 |
| Corporate Bookings | 264,597 | 277,793 |
| Other | 189,336 | 226,669 |
| Total Revenues | 4,215,171 | 4,313,260 |
| **COST OF REVENUES** | | |
| Initial Franchise Fees and Royalties | 406,049 | 397,696 |
| Video | 442,589 | 487,179 |
| Photography | 314,490 | 306,621 |
| Technology | 483,538 | 331,006 |
| Corporate Bookings | 226,998 | 156,418 |
| Other | 109,249 | 107,723 |
| Total Cost of Revenues | 1,982,913 | 1,786,643 |
| **GROSS PROFIT** | 2,232,258 | 2,526,617 |
| **GENERAL AND ADMINISTRATIVE EXPENSES** | 1,743,784 | 1,742,215 |
| Income from Operations | 488,474 | 784,402 |
| **OTHER INCOME AND EXPENSE** | | |
| Interest Income | 10,456 | 2,868 |
| Interest Expense | (15,760) | (8,435) |
| Gain on Sale of Property and Equipment | - | 73,941 |
| Other Income | 4,966 | 59,134 |
| Total Other Income and Expense | (338) | 127,508 |
| **NET INCOME** | **$ 488,136** | **$ 911,910** |

See Notes to Financial Statements.

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Statements of Stockholder's Equity**

**Years Ended December 31, 2023 and 2022**

| | Common Stock | Retained Earnings | Total Stockholder's Equity |
|---|---|---|---|
| **BALANCES, December 31, 2021** | $ 1,000 | $ 349,926 | $ 350,926 |
| Net Income | - | 911,910 | 911,910 |
| Distributions to Stockholder | - | (635,367) | (635,367) |
| **BALANCES, December 31, 2022** | 1,000 | 626,469 | 627,469 |
| Net Income | - | 488,136 | 488,136 |
| Distributions to Stockholder | - | (797,156) | (797,156) |
| **BALANCES, December 31, 2023** | **$ 1,000** | **$ 317,449** | **$ 318,449** |

See Notes to Financial Statements.

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Statements of Cash Flows**

**Years Ended December 31, 2023 and 2022**

| | 2023 | 2022 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Net Income | $ 488,136 | $ 911,910 |
| Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities | | |
| Depreciation | 57,235 | 59,013 |
| Gain on Sale of Property and Equipment | - | (73,941) |
| Increase in Due from Related Parties | (55,634) | (8,017) |
| Deferred Compensation | 9,206 | 81,110 |
| Lease Expense | 2,729 | 86 |
| Decrease (Increase) in Current Assets: | | |
| Trade Accounts Receivable | 39,279 | (82,214) |
| Increase (Decrease) in Current Liabilities: | | |
| Accounts Payable | 16,940 | (12,056) |
| Accrued Compensation and Benefits | (66,347) | 54,597 |
| Deferred Revenue | - | (132,228) |
| Other Current Liabilities | (738) | (1,248) |
| Net Cash Provided by Operating Activities | 490,806 | 797,012 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Proceeds from Sale of Property and Equipment | - | 91,675 |
| Purchase of Property and Equipment | - | (154,108) |
| Net Cash Used in Investing Activities | - | (62,433) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Net Advances on Revolving Bank Line of Credit | 60,831 | - |
| Repayments of Long-Term Debt | (75,688) | (73,512) |
| Distributions to Stockholder | (797,156) | (635,367) |
| Net Cash Used in Financing Activities | (812,013) | (708,879) |
| Net Increase (Decrease) in Cash | (321,207) | 25,700 |
| Cash, Beginning of Year | 594,505 | 568,805 |
| **Cash, End of Year** | **$ 273,298** | **$ 594,505** |
| **SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION** | | |
| Interest Paid | $ 15,760 | $ 8,435 |
| **NONCASH INVESTING AND FINANCING ACTIVITIES** | | |
| Operating Lease Right-of-Use Asset Obtained in Exchange for Operating Lease Liability | $ 213,847 | $ 662,252 |

See Notes to Financial Statements.

## 1. Summary of Significant Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements is set forth below.

***Organization and Nature of Business***

Complete Music, Inc. d/b/a Complete Weddings and Events (the "Company") is a franchisor of mobile entertainment services which include disc jockey (DJ) services, videography, and photography services for weddings and other events. The Company also provides video and photo editing services on behalf of its franchisees.

The following is a summary of total United States franchise units at December 31. The Company also added one franchise unit in Canada during 2023 that is not reflected in the table below.

| | Affiliated Units | Franchise Units | Total |
|---|---|---|---|
| Open December 31, 2021 | 1 | 97 | 98 |
| Opened | - | 4 | 4 |
| Territory Consolidations/Terminations | - | (35) | (35) |
| Open December 31, 2022 | 1 | 66 | 67 |
| Opened | - | 5 | 5 |
| Terminations | - | (3) | (3) |
| Open December 31, 2023 | 1 | 68 | 69 |

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Concentration of Risks***

The Company has two types of financial instruments subject to credit risk. The Company maintains accounts with banks in which the balance sometimes exceeds the Federal Deposit Insurance Credit (FDIC) limit of $250,000. At December 31, 2023 and 2022, there were cash balances in excess of FDIC limits at the bank of approximately $31,000 and $358,000, respectively. Trade accounts receivable also subject the Company to credit risk.

***Trade Accounts Receivable***

Trade accounts receivable are carried at original invoice amount less an estimate made for an allowance for credit losses based on a review of all outstanding amounts on a periodic basis. Management determines the allowance for credit losses by regularly evaluating individual customer receivables and considering a customer's financial condition, credit history, and current economic conditions and forecasts about future economic conditions. Trade accounts receivable are written off when deemed uncollectible. Recoveries of trade accounts receivable previously written off are recorded when received.

***Property and Equipment***

Property and equipment are stated at cost. Expenditures for additions and betterments are capitalized; expenditures for maintenance and repairs are expensed as incurred. The costs of assets disposed and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains or losses from property disposals are recognized in the year of disposal.

Depreciation is computed using the straight line method over the following estimated useful lives:

| | Years |
|---|---|
| Leasehold Improvements | 15 |
| Office Furniture and Equipment | 7 |
| Equipment | 5-10 |
| Computer Software and Equipment | 3-5 |
| Vehicles | 5 |

***Operating Lease Right-of-Use Asset and Operating Lease Liability***

The Company follows Accounting Standards Update 2016-02, *Leases (Topic 842)* through a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the accompanying balance sheets for all long-term leases. The Company has operating leases and has elected the short-term practical expedient to exclude leases with terms of 12 months or less from recognition on the accompanying balance sheets. The Company has elected the practical expedient to utilize the risk-free rate in determining the present value of lease payments unless the implicit rate is readily determinable.

The Company has elected the practical expedient under Accounting Standards Update 2023-01, *Leases – Common Control Arrangements* (ASU 2023-01), which allows the Company to use the written terms and conditions of a lease arrangement between entities under common control in applying the guidance under ASU 2016-02. The Company is party to a common control leasing arrangement that is classified as a short-term lease based upon the written terms and conditions of the related lease agreement (see Notes 2 and 3). The Company's leasehold improvements related to this lease had a net book value of approximately $42,000 and a remaining useful life between 6 and 10 years as of December 31, 2023.

***Long-Lived Asset Impairment***

The Company evaluates the recoverability of the carrying value of long-lived assets when events or circumstances indicate that the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset are less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value. Management does not believe any impairment existed as of December 31, 2023 and 2022.

***Revenue Recognition***

The Company's accounting policy for revenue recognition is detailed below. The Company's revenues are disaggregated on the accompanying statements of income.

Initial Franchise Fee

The Company receives an initial nonrefundable franchise fee from franchisees. Initial franchise fees are recognized to revenue upon receipt of cash, which approximates the "most likely amount" approach under FASB ASC 606. Initial franchise fees reflect upfront services by the Company and access to specific territories. Payments are generally received after the Company performs the upfront services. The terms of the franchise agreements are generally ten years with no additional fee charged upon execution of a renewal agreement. Management believes recognizing franchise fees at the point in time that cash is received properly reflects the operations of the business as the fee does not represent franchise rights or future performance obligations of the Company. Payments received before the upfront services are provided are recorded as deferred revenue. Management considers payment for franchise rights to be satisfied through the continuing franchise royalties described below.

Continuing Franchise Royalties

The Company collects continuing franchise royalties based upon a percentage of franchisee revenues, typically between 6% and 8%. These fees are recognized as revenue at the point in time services are performed by the franchisee. The fees are charged on either a weekly or monthly basis, with payment generally due within a week of billing.

Video and Photography Revenues

Video and photography revenue represents video and photo editing services performed on behalf of the franchisees. The Company recognizes revenue at the point in time the editing services are completed. Payments are typically received at the time the services are complete. Payments received before the services are provided are recorded as deferred revenue.

Technology Revenues

Technology revenue represents amounts charged to each franchisee for providing website hosting, CRM development, web hosting, advertising, and other technology services. The fee is a set dollar amount per franchisee and is charged on a weekly or monthly basis. The fees are due with the continuing franchise royalties and are recognized to revenue at the point in time services are provided to franchisees.

Corporate Bookings and Other Revenues

Corporate bookings revenue represents amounts charged to each franchise for booking an event on behalf of the franchisee. Revenue is earned at the point in time the service is provided. Other revenue primarily relates to music media fees and supply sales which are recognized as revenue at the point in time services are provided or the goods are delivered.

***Contract Balances***

Trade accounts receivable, net is an unconditional right to consideration and is recognized when the Company's performance obligation has been fully satisfied. As of December 31, 2023, 2022, and 2021, the trade accounts receivable balance, net was $102,855, $142,134, and $59,920, respectively.

Contract liabilities represent advance consideration received from customers and are recognized as revenues over time or at a point in time as the related performance obligation is satisfied. As of December 31, 2023, 2022, and 2021, the balance of contract liabilities was $0, $0, and $132,228, respectively, which are reflected as deferred revenue in the accompanying balance sheets.

***Advertising and Promotion***

The Company expenses advertising and promotion costs as they are incurred. Advertising and promotion expenses totaled approximately $288,000 and $273,000 for the years ended December 31, 2023 and 2022, respectively. These costs are included in general and administrative expenses on the accompanying statements of income.

***Income Taxes***

The Company, with the consent of its stockholder, elected under the Internal Revenue Code to be taxed as an S corporation. Accordingly, taxable income, deductions, and credits flow through to the stockholder each year as earned and are reported on the stockholder's personal income tax returns. Therefore, no provision or liability for income taxes has been included in the financial statements of the Company.

The Company follows the provisions of FASB Codification Topic 740-10 related to uncertain income tax positions. Management believes there are no uncertain income tax positions taken which would require the Company to reflect a liability for the unrecognized tax benefits on the accompanying balance sheets.

In 2023, the Company elected in the state of Nebraska to pay state income tax at the Company level, referred to as Pass Through Entity Taxes (PTET), as allowed by Nebraska state tax law. PTET paid for the year ended December 31, 2023 was $27,871 and is included in distributions to stockholder in the accompanying 2023 statement of stockholder's equity.

The Company generally makes tax related cash distributions to its stockholder in amounts sufficient to cover any income taxes they are required to pay on the Company's taxable income.

The Company is no longer subject to income tax examinations by federal, state or local tax authorities for years prior to December 31, 2020.

***Reclassifications***

Certain reclassifications have been made to the 2022 financial statements to conform to the 2023 presentation.

***Subsequent Events***

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are available to be issued and may require potential recognition or disclosure in the financial statements. Management has considered such events or transactions through February 17, 2024, noting no items requiring disclosure.

## 2. Related Party Transactions

**Brown Eyed Girl Investments, LLC**

The Company has a lease for office space from Brown Eyed Girl Investments, LLC ("Brown Eyed Girl"), a limited liability company affiliated by common ownership. Lease expense under this operating lease was approximately $112,000 and $96,000 for the years ended December 31, 2023 and 2022, respectively. This office space is shared with Maas, Inc, which is the owner of the affiliated franchises.

During 2023 and 2022, the Company advanced cash to Brown Eyed Girl for additions to the office building and other various expenses. There was $48,162 and $29,994 due from Brown Eyed Girl at December 31, 2023 and 2022, respectively, which is included in due from related parties. This balance is included in other assets on the accompanying balance sheets as amounts are not expected to be collected in the next year.

The Company has concluded that Brown Eyed Girl qualifies as a variable interest entity (VIE) due to the facts that the Company acts as the primary funding source through the month-to-month lease payments described above and the Company guarantees the debt of Brown Eyed Girl. Brown Eyed Girl is an operating entity formed to own the land and building used as the Company's facility which is then leased to the Company in the ordinary course of business.

The Company follows an accounting alternative as provided for in the FASB Accounting Standards Update 2014-07, *Consolidation (Topic 810):* Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements. Pursuant to this election, the Company has elected not to consolidate the above VIE in the accompanying financial statements. Management believes that this presentation more accurately reflects the overall financial status of the Company and will continue to review the relationship between the VIE and the Company to assure that it continues to meet the criteria for applying this alternative accounting policy.

**Maas, Inc.**

During the years ended December 31, 2023 and 2022, the Company engaged in various transactions with Maas, Inc. ("Maas"), a company affiliated by common ownership. Maas is principally involved in the operation of one franchise unit.

The Company charged continuing franchise royalty fees of $132,922 and $112,449 to Maas during the years ended December 31, 2023 and 2022, respectively.

The Company also provided various video, photography and music media services to Maas, which totaled $148,230 and $164,904 during the years ended December 31, 2023 and 2022, respectively.

Due from related parties includes a note receivable for certain expenses paid by the Company on behalf of Maas. This note is due on demand and includes interest at 1.68% per annum. There was $175,021 and $137,555 due from Maas at December 31, 2023 and 2022, respectively, related to both principal and accrued interest.

Maas also reimbuses the Company for shared office space and other administrative services, which totaled $66,230 and $63,325 for the years ended December 31, 2023 and 2022, respectively, and is included as an offset to general and administrative expenses in the accompanying statements of income.

## 3. Leases

The Company only has operating leases. The Company leases its office spaces through operating leases with noncancelable terms ending at various dates through December 31, 2028. There are no renewal options within the terms of the leases. Nonlease components include maintenance expenses and other rent related operating expenses of a facility being leased. The nonlease components have not been included in the calculation of the right-of-use asset and lease liability.

For the years ended December 31, 2023 and 2022, total lease cost and other information included in the calculation of the operating lease right-of-use asset and operating lease liability consisted of the following:

| | 2023 | 2022 |
|---|---|---|
| **Lease Cost** | | |
| Operating Lease Cost: | | |
| Operating Lease Expense | $ 127,381 | $ 107,014 |
| Nonlease Components | 4,062 | 4,062 |
| Total Lease Cost | $ 131,443 | $ 111,076 |
| **Other Information** | | |
| Cash Paid for Amounts Included in the Measurement of Lease Liabilities: | | |
| Operating Cash Flows from Operating Leases | $ 124,652 | $ 106,928 |
| Right-of-Use Asset Obtained in Exchange for Operating Lease Liability | 213,847 | 662,252 |
| Weighted-Average Remaining Lease Term (Years) - Operating Leases | 4.83 | 5.85 |
| Weighted-Average Discount Rate - Operating Leases | 1.69% | 1.54% |

Future minimum lease payments under these leases, including common area maintenance and other related operating expenses, for the years ending after December 31, 2023 and their reconciliation to the operating lease liability included in the accompanying financial statements are as follows:

| **Year Ending December 31,** | |
|---|---|
| 2024 | $ 142,555 |
| 2025 | 143,082 |
| 2026 | 140,620 |
| 2027 | 132,000 |
| 2028 | 132,000 |
| Total Future Lease Payments | 690,257 |
| Less: Discount to Present Value | 26,400 |
| Total Operating Lease Liability | 663,857 |
| Less: Current Portion | 132,627 |
| Operating Lease Liability, Less Current Portion | $ 531,230 |

## 4. Financing Arrangement

The Company's financing arrangement consists of a $300,000 revolving bank line of credit, with interest at 1% over the Wall Street Journal Prime Rate (the Wall Street Journal Prime Rate was 8.50% at December 31, 2023), subject to a 5.25% floor and payable monthly. This line of credit is collateralized by substantially all assets of the Company. There was $60,831 and $0 outstanding against this line of credit at December 31, 2023 and 2022, respectively.

## 5. Long-Term Debt

Long-term debt at December 31, 2023 and 2022 consists of the following:

| | **2023** | **2022** |
|---|---|---|
| Note payable to a bank, due in monthly installments of $6,601 including interest at 4.00%, through July 2024, collateralized by substantially all business assets of the Company, and a personal guarantee by the Company's stockholder. | $ 45,541 | $ 121,229 |

| | 2023 | 2022 |
|---|---|---|
| Note payable to a bank, due in monthly installments of $731 beginning November 2022, including interest at 3.75%. Each payment will be applied first to interest accrued up to the date of receipt. This note matures in May 2051 and is collateralized by substantially all business assets of the Company. | $ 149,900 | $ 149,900 |
| Total Long-Term Debt | 195,441 | 271,129 |
| Less Current Portion | 45,541 | 75,722 |
| Long-Term Debt, Less Current Portion | $ 149,900 | $ 195,407 |

The aggregate maturities of long-term debt for the years ending after December 31, 2023 are as follows:

| Year Ending December 31, | |
|---|---|
| 2024 | $ 45,541 |
| 2025 | - |
| 2026 | - |
| 2027 | 2,733 |
| 2028 | 3,310 |
| Thereafter | 143,857 |
| | $ 195,441 |

## 6. Deferred Compensation

During 2022, the Company established a deferred compensation plan for a certain key employee to provide a proprietary interest in the success of the Company. Benefits under this plan accrue annually based upon a specified percentage of the Company's net income. The participant's account balance becomes fully vested at the earlier of a change in control event or January 1, 2028. The payment amounts will be determined based on the greater of the (a) the accumulated balance to date, or (b) a percentage of the proceeds resulting from a change in control event. At December 31, 2023 and 2022, there was $90,316 and $81,110, respectively, of benefits accrued under this plan.

## 7. Retirement Plan

The Company participates in a pooled employer plan which covers substantially all employees. The Company may provide discretionary matching contributions up to a maximum of 4% of eligible compensation and discretionary profit sharing contributions. The Company's matching and profit sharing contributions to the plan were approximately $40,000 and $99,600 for the years ended December 31, 2023 and 2022, respectively.

Lutz

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Financial Statements and Independent Auditors' Report**

**December 31, 2022 and 2021**

## Complete Music, Inc. d/b/a Complete Weddings and Events

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Lutz
MIND WHAT MATTERS

**INDEPENDENT AUDITORS' REPORT**

Board of Directors
Complete Music, Inc. d/b/a Complete Weddings and Events
Omaha, Nebraska

**Opinion**
We have audited the financial statements of Complete Music, Inc. d/b/a Complete Weddings and Events (the Company), which comprise the balance sheets as of December 31, 2022 and 2021, the related statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**
We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Emphasis of Matter – New Accounting Pronouncement**
As discussed in Note 1 to the financial statements, the Company adopted Accounting Standards Update 2016-02, *Leases (Topic 842)*, issued by the Financial Accounting Standards Board (FASB), related to the accounting treatment for leases. Our opinion is not modified with respect to this matter.

**Responsibilities of Management for the Financial Statements**
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after February 23, 2023.

**Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control–related matters that we identified during the audits.

Lutz & Company, P.C.

February 23, 2023

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Balance Sheets**

**December 31, 2022 and 2021**

| ASSETS | 2022 | 2021 |
|---|---|---|
| **CURRENT ASSETS** | | |
| Cash | $ 594,505 | $ 568,805 |
| Trade Accounts Receivable, Less Allowance for Doubtful Accounts of $25,012 and $10,012, Respectively | 142,134 | 59,920 |
| Current Portion of Due From Related Parties | 137,555 | - |
| Total Current Assets | 874,194 | 628,725 |
| **PROPERTY AND EQUIPMENT** | | |
| Leasehold Improvements | 104,484 | 104,484 |
| Office Furniture and Equipment | 16,443 | 16,443 |
| Equipment | 85,986 | 85,986 |
| Computer Software and Equipment | 78,083 | 78,083 |
| Vehicles | 219,522 | 261,853 |
| Total Cost | 504,518 | 546,849 |
| Less Accumulated Depreciation | 267,249 | 386,941 |
| Net Book Value | 237,269 | 159,908 |
| **OTHER ASSETS** | | |
| Other Asset | 20,800 | 20,800 |
| Operating Lease Right-of-Use Asset | 564,613 | - |
| Due from Related Parties, Less Current Portion | 29,994 | 159,532 |
| Total Other Assets | 615,407 | 180,332 |
| **TOTAL ASSETS** | **$ 1,726,870** | **$ 968,965** |

See Notes to Financial Statements.

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Balance Sheets**

**December 31, 2022 and 2021**

| | 2022 | 2021 |
|---|---|---|
| **LIABILITIES** | | |
| **CURRENT LIABILITIES** | | |
| Current Portion of Long-Term Debt | $ 75,722 | $ 75,358 |
| Accounts Payable | 21,804 | 33,860 |
| Accrued Compensation and Benefits | 115,265 | 60,668 |
| Deferred Revenue | - | 132,228 |
| Other Current Liabilities | 45,394 | 46,642 |
| Current Portion of Operating Lease Liability | 96,741 | - |
| Total Current Liabilities | 354,926 | 348,756 |
| **LONG-TERM LIABILITIES** | | |
| Long-Term Debt, Less Current Portion | 195,407 | 269,283 |
| Deferred Compensation | 81,110 | - |
| Operating Lease Liability, Less Current Portion | 467,958 | - |
| Total Long-Term Liabilities | 744,475 | 269,283 |
| Total Liabilities | 1,099,401 | 618,039 |
| **STOCKHOLDER'S EQUITY** | | |
| **COMMON STOCK** | | |
| $1 Par Value, Authorized, 10,000 Shares Issued and Outstanding, 1,000 Shares | 1,000 | 1,000 |
| **RETAINED EARNINGS** | 626,469 | 349,926 |
| Total Stockholder's Equity | 627,469 | 350,926 |
| **TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY** | **$ 1,726,870** | **$ 968,965** |

See Notes to Financial Statements.

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Statements of Income**

**Years Ended December 31, 2022 and 2021**

| | 2022 | 2021 |
|---|---|---|
| **REVENUES** | | |
| Initial Franchise Fees and Royalties | $ 2,184,891 | $ 1,727,071 |
| Video | 792,866 | 507,009 |
| Photography | 387,901 | 298,727 |
| Technology | 443,140 | 323,990 |
| Corporate Bookings | 277,793 | 284,109 |
| Other | 226,669 | 227,200 |
| Total Revenues | 4,313,260 | 3,368,106 |
| **COST OF REVENUES** | | |
| Initial Franchise Fees and Royalties | 397,696 | 68,025 |
| Video | 487,179 | 339,673 |
| Photography | 306,621 | 262,010 |
| Technology | 331,006 | 268,200 |
| Corporate Bookings | 156,418 | 136,620 |
| Other | 107,723 | 82,129 |
| Total Cost of Revenues | 1,786,643 | 1,156,657 |
| **GROSS PROFIT** | 2,526,617 | 2,211,449 |
| **GENERAL AND ADMINISTRATIVE EXPENSES** | 1,742,215 | 1,495,515 |
| Income from Operations | 784,402 | 715,934 |
| **OTHER INCOME AND EXPENSE** | | |
| Interest Income | 2,868 | 1,659 |
| Interest Expense | (8,435) | (10,914) |
| Gain on Sale of Property and Equipment | 73,941 | 27,000 |
| Forgiveness of Paycheck Protection Program Loan | - | 246,700 |
| Other Income | 59,134 | - |
| Total Other Income and Expense | 127,508 | 264,445 |
| **NET INCOME** | **$ 911,910** | **$ 980,379** |

See Notes to Financial Statements.

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Statements of Stockholder's Equity**

**Years Ended December 31, 2022 and 2021**

| | Common Stock | Retained Earnings | Total Stockholder's Equity |
|---|---|---|---|
| **BALANCES, December 31, 2020** | $ 1,000 | $ 22,857 | $ 23,857 |
| Net Income | - | 980,379 | 980,379 |
| Distributions to Stockholder | - | (653,310) | (653,310) |
| **BALANCES, December 31, 2021** | 1,000 | 349,926 | 350,926 |
| Net Income | - | 911,910 | 911,910 |
| Distributions to Stockholder | - | (635,367) | (635,367) |
| **BALANCES, December 31, 2022** | **$ 1,000** | **$ 626,469** | **$ 627,469** |

See Notes to Financial Statements.

# Complete Music, Inc. d/b/a Complete Weddings and Events

**Statements of Cash Flows**

**Years Ended December 31, 2022 and 2021**

| | 2022 | 2021 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Net Income | $ 911,910 | $ 980,379 |
| Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities | | |
| Depreciation | 59,013 | 60,901 |
| Gain on Sale of Property and Equipment | (73,941) | (27,000) |
| Increase in Due from Related Parties | (8,017) | (26,368) |
| Decrease in Due to Related Party | - | (150,631) |
| Forgiveness of Paycheck Protection Program Loan | - | (246,700) |
| Deferred Compensation | 81,110 | - |
| Lease Expense | 86 | - |
| Increase in Current Assets: | | |
| Trade Accounts Receivable | (82,214) | (10,998) |
| Increase (Decrease) in Current Liabilities: | | |
| Accounts Payable | (12,056) | (18,492) |
| Accrued Compensation and Benefits | 54,597 | 26,750 |
| Deferred Revenue | (132,228) | 80,156 |
| Other Current Liabilities | (1,248) | 1,228 |
| Net Cash Provided by Operating Activities | 797,012 | 669,225 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | |
| Proceeds from Sale of Property and Equipment | 91,675 | 27,000 |
| Purchase of Property and Equipment | (154,108) | (48,164) |
| Net Cash Used in Investing Activities | (62,433) | (21,164) |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Proceeds from Paycheck Protection Program Loan | - | 246,700 |
| Repayments of Long-Term Debt | (73,512) | (71,338) |
| Distributions to Stockholder | (635,367) | (653,310) |
| Net Cash Used in Financing Activities | (708,879) | (477,948) |
| Net Increase in Cash | 25,700 | 170,113 |
| Cash, Beginning of Year | 568,805 | 398,692 |
| **Cash, End of Year** | **$ 594,505** | **$ 568,805** |
| **SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION** | | |
| Interest Paid | $ 8,435 | $ 10,914 |
| **NONCASH INVESTING AND FINANCING ACTIVITIES** | | |
| Adoption of ASU 2016-02 | | |
| Operating Lease Right-of-Use Asset Obtained in Exchange for Operating Lease Liability | $ 662,252 | $ - |

See Notes to Financial Statements.

## 1. Summary of Significant Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements is set forth below.

***Organization and Nature of Business***

Complete Music, Inc. d/b/a Complete Weddings and Events (the "Company") is a franchisor of mobile entertainment services which include disk jockey (DJ) services, videography, and photography services for weddings and other events. The Company also provides video and photo editing services on behalf of its franchisees.

The following is a summary of total franchise units at December 31:

| | Affiliated Units | Franchise Units | Total |
|---|---|---|---|
| Open December 31, 2020 | 2 | 189 | 191 |
| Opened | - | 3 | 3 |
| Territory Consolidations/Terminations | (1) | (95) | (96) |
| Closed | - | - | - |
| Open December 31, 2021 | 1 | 97 | 98 |
| Opened | - | 4 | 4 |
| Territory Consolidations/Terminations | - | (36) | -36 |
| Closed | - | - | - |
| Open December 31, 2022 | 1 | 65 | 66 |

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Concentration of Risks***

The Company has two types of financial instruments subject to credit risk. The Company maintains accounts with banks in which the balance sometimes exceeds the Federal Deposit Insurance Credit (FDIC) limit of $250,000. At December 31, 2022 and 2021, there were cash balances in excess of

FDIC limits at the bank of approximately $358,000 and $322,000, respectively. Trade accounts receivable also subject the Company to credit risk.

***Trade Accounts Receivable***

Trade accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a periodic basis. Management determines the allowance for doubtful accounts by regularly evaluating individual customer receivables and considering a customer's financial condition, credit history, and current economic conditions. Trade accounts receivable are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received.

***Property and Equipment***

Property and equipment are stated at cost. Expenditures for additions and betterments are capitalized; expenditures for maintenance and repairs are expensed as incurred. The costs of assets disposed and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains or losses from property disposals are recognized in the year of disposal.

Depreciation is computed using the straight line method over the following estimated useful lives:

| | Years |
|---|---|
| Leasehold Improvements | 15 |
| Office Furniture and Equipment | 7 |
| Equipment | 5-10 |
| Computer Software and Equipment | 3-5 |
| Vehicles | 5 |

***Operating Lease Right-of-Use Asset and Operating Lease Liability***

Effective January 1, 2022, the Company adopted Accounting Standards Update 2016-02, *Leases (Topic 842)* ("ASU 2016-02") using the modified retrospective transition method, which allows for a cumulative-effect adjustment through retained earnings at the date of initial application. There was no cumulative-effect adjustment recorded as the Company's adoption of ASU 2016-02 did not have a material impact on the accompanying statement of income.

Upon adoption of ASU 2016-02, the Company elected the transition relief practical expedients which specify that an entity does not need to reassess initial direct costs for existing leases, the lease classification for expired or existing leases, and whether any expired or existing contracts contain leases.

The new standard establishes a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the accompanying 2022 balance sheet for all leases. The Company only has operating leases and has elected the short-term lease practical expedient to exclude leases with terms of 12 months or less from recognition on the accompanying 2022 balance sheet. The

Company has elected the practical expedient to utilize the risk-free rate in determining the present value of lease payments unless the implicit rate is readily determinable.

***Revenue Recognition***

The Company's accounting policy for revenue recognition is detailed below.

Initial Franchise Fee
The Company receives an initial nonrefundable franchise fee from franchisees. Initial franchise fees are recognized to revenue upon receipt of cash, which approximates the "most likely amount" approach under FASB ASC 606. Initial franchise fees reflect upfront services by the Company and access to specific territories. The terms of the franchise agreements are generally ten years with no additional fee charged upon execution of a renewal agreement. Management believes recognizing franchise fees at the point in time that cash is received properly reflects the operations of the business as the fee does not represent franchise rights or future performance obligations of the Company. Management considers payment for franchise rights to be satisfied through the continuing franchise royalties described below.

Continuing Franchise Royalties
The Company collects continuing franchise royalties based upon a percentage of franchisee revenues, typically between 6% and 8%. These fees are recognized as revenue at the point in time services are performed by the franchisee. The fees are charged on either a weekly or monthly basis, with payment generally due within a week of billing.

Video and Photography Revenues
Video and photography revenue represents video and photo editing services performed behalf of the franchisees. The Company typically bills for these services in advance of the services provided. These fees are recorded as deferred revenue upon receipt and recognized as earned revenue at the point in time the editing services are completed.

Technology Revenues
Technology revenue represents amounts charged to each franchisee for providing website hosting, CRM development, web hosting, advertising, and other technology services. The fee is a set dollar amount per franchisee and is charged on a weekly or monthly basis. The fees are due with the continuing franchise royalties and are recognized to revenue at the point in time services are provided to franchisees.

Corporate Bookings and Other Revenues
Corporate bookings revenue represents amounts charged to each franchise for booking an event on behalf of the franchisee. Revenue is earned at the point in time the service is provided. Other revenue primarily relates to music media fees and supply sales which are recognized as revenue at the point in time services are provided or the goods are delivered.

***Contract Balances***

Trade accounts receivable, net is an unconditional right to consideration and is recognized when the Company's performance obligation has been fully satisfied. As of December 31, 2022, 2021, and 2020, the trade accounts receivable balance, net was $142,134, $59,920, and $48,922, respectively.

Contract liabilities represent advance consideration received from customers and are recognized as revenues over time or at a point in time as the related performance obligation is satisfied. As of December 31, 2022, 2021, and 2020, the balance of contract liabilities was $0, $132,228, and $52,072, respectively, which are reflected as deferred revenue in the accompanying balance sheets. These contract liabilities are considered current liabilities as they will be settled in less than 12 months.

***Paycheck Protection Program Loan***

On April 16, 2021, pursuant to the Economic Aid to Hard-Hit Small Business, Nonprofits, and Venues Act (the "PPP2 Act"), contained in the Consolidated Appropriations Act enacted on December 7, 2020, the Company was granted a loan (the "PPP2 Loan") from a bank in the aggregate amount of $246,700. Under the terms of the PPP2 Loan, certain amounts of the loan could be forgiven if they were used for qualifying expenses as described in the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

During 2021, the Company recognized income related to the PPP2 Loan of $246,700, which is reflected in other income and expense in the accompanying statements of income as "Forgiveness of Paycheck Protection Program Loan."

***Advertising and Promotion***

The Company expenses advertising and promotion costs as they are incurred. Advertising and promotion expenses totaled approximately $273,000 and $208,000 for the years ended December 31, 2022 and 2021, respectively. These costs are included in general and administrative expenses on the accompanying statements of income.

***Income Taxes***

The Company, with the consent of its stockholder, elected under the Internal Revenue Code to be taxed as an S corporation. Accordingly, taxable income, deductions, and credits flow through to the stockholder each year as earned and are reported on the stockholder's personal income tax returns. Therefore, no provision or liability for income taxes has been included in the financial statements of the Company.

The Company follows the provisions of FASB Codification Topic 740-10 related to uncertain income tax positions. Management believes there are no uncertain income tax positions taken which would require the Company to reflect a liability for the unrecognized tax benefits on the accompanying balance sheets.

The Company generally makes tax related cash distributions to its stockholder in amounts sufficient to cover any income taxes they are required to pay on the Company's taxable income.

The Company is no longer subject to income tax examinations by federal, state or local tax authorities for years prior to December 31, 2019.

***Subsequent Events***

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are available to be issued and may require potential recognition or disclosure in the financial statements. Management has considered such events or transactions through February 23, 2023, noting no items requiring disclosure.

## 2. Related Party Transactions

**Brown Eyed Girl Investments, LLC**

The Company has a lease for office space from Brown Eyed Girl Investments, LLC ("Brown Eyed Girl"), a limited liability company affiliated by common ownership. Lease expense under this operating lease was approximately $96,000 and $114,000 for the years ended December 31, 2022 and 2021, respectively. This office space is shared with Maas, Inc, which is the owner of the affiliated franchises.

During 2022 and 2021, the Company advanced cash to Brown Eyed Girl for additions to the office building and other various expenses. There was $29,994 and $24,171 due from Brown Eyed Girl at December 31, 2022 and 2021, respectively, which is included in due from related parties. This balance is included in other assets on the accompanying balance sheets as amounts are not expected to be collected in the next year.

The Company has concluded that Brown Eyed Girl qualifies as a variable interest entity (VIE) due to the facts that the Company acts as the primary funding source through the month-to-month lease payments described above and the Company guarantees the debt of Brown Eyed Girl. Brown Eyed Girl is an operating entity formed to own the land and building used as the Company's facility which is then leased to the Company in the ordinary course of business.

The Company follows an accounting alternative as provided for in the FASB Accounting Standards Update 2014-07, *Consolidation (Topic 810):* Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements. Pursuant to this election, the Company has elected not to consolidate the above VIE in the accompanying financial statements. Management believes that this presentation more accurately reflects the overall financial status of the Company and will continue to review the relationship between the VIE and the Company to assure that it continues to meet the criteria for applying this alternative accounting policy.

**Maas, Inc.**

During the years ended December 31, 2022 and 2021, the Company engaged in various transactions with Maas, Inc. ("Maas"), a company affiliated by common ownership. Maas is principally involved in the operation of two franchise units.

The Company charged continuing franchise royalty fees of $112,449 and $107,723 to Maas during the years ended December 31, 2022 and 2021, respectively.

The Company also provided various video, photography and music media services to Maas, which totaled $164,904 and $153,254 during the years ended December 31, 2022 and 2021, respectively.

Due from related parties includes a note receivable for certain expenses paid by the Company on behalf of Maas. This note is due on demand and includes interest at 1.68% per annum. There was $137,555 and $135,360 due from Maas at December 31, 2022 and 2021, respectively, related to both principal and accrued interest. As of December 31, 2022 this balance is included in the current portion of due from related parties on the accompanying balance sheet as the amount is expected to be collected in the next year.

Maas also reimbuses the Company for shared office space and other administrative services, which totaled $63,325 and $56,755 for the years ended December 31, 2022 and 2021, respectively, and is included as an offset to general and administrative expenses in the accompanying statements of income.

## 3. Leases

The Company only has operating leases. The Company leases its office spaces through operating leases with noncancelable terms ending at various dates through December 31, 2028. There are no renewal options within the terms of the leases. Nonlease components include maintenance expenses and other rent related operating expenses of a facility being leased. The nonlease components have not been included in the calculation of the right-of-use asset and lease liability.

For the year ended December 31, 2022, total lease cost and other information included in the calculation of the operating lease right-of-use asset and operating lease liability consisted of the following:

| | |
|---|---|
| **Lease Cost** | |
| Operating Lease Cost: | |
| Operating Lease Expense | $ 107,014 |
| Nonlease Components | 4,062 |
| Total Lease Cost | $ 111,076 |
| **Other Information** | |
| Cash Paid for Amounts Included in the Measurement of Lease Liabilities: | |
| Operating Cash Flows from Operating Leases | $ 106,928 |
| Right-of-Use Asset Obtained in Exchange for Operating Lease Liability | 662,252 |
| Weighted-Average Remaining Lease Term (Years) - Operating Leases | 5.85 |
| Weighted-Average Discount Rate - Operating Leases | 1.54% |

Future minimum lease payments under these leases, including taxes, common area maintenance and other related operating expenses, for the years ending after December 31, 2022 and their reconciliation to the operating lease liability included in the accompanying financial statements are as follows:

| Year Ending December 31, | |
|---|---|
| 2023 | $ 107,692 |
| 2024 | 97,200 |
| 2025 | 97,200 |
| 2026 | 97,200 |
| 2027 | 97,200 |
| Thereafter | 97,200 |
| Total Future Lease Payments | 593,692 |
| Less: Nonlease Components | (3,046) |
| Less: Discount to Present Value | (25,947) |
| Total Operating Lease Liability | 564,699 |
| Less: Current Portion | 96,741 |
| Operating Lease Liability, Less Current Portion | $ 467,958 |

For the year ended December 31, 2021, rent expense under the Company's operating leases, was $114,000.

## 4. Financing Arrangement

The Company's financing arrangement consists of a $300,000 revolving bank line of credit, with interest at 1% over the Wall Street Journal Prime Rate (the Wall Street Journal Prime Rate was 7.50% at December 31, 2022), subject to a 5.25% floor and payable monthly. This line of credit is collateralized by substantially all assets of the Company. There were no amounts outstanding against this line of credit at December 31, 2022 and 2021.

## 5. Long-Term Debt

Long-term debt at December 31, 2022 and 2021 consists of the following:

| | 2022 | 2021 |
|---|---|---|
| Note payable to a bank, due in monthly installments of $6,601 including interest at 4.00%, through July 2024, collateralized by substantially all business assets of the Company, and a personal guarantee by the Company's stockholder. | $ 121,229 | $ 194,741 |

| | 2022 | 2021 |
|---|---|---|
| Note payable to a bank, due in monthly installments of $731 beginning November 2022, including interest at 3.75%. Each payment will be applied first to interest accrued up to the date of receipt. This note matures in May 2051 and is collateralized by substantially all business assets of the Company. | $ 149,900 | $ 149,900 |
| Total Long-Term Debt | 271,129 | 344,641 |
| Less Current Portion | 75,722 | 75,358 |
| Long-Term Debt, Less Current Portion | $ 195,407 | $ 269,283 |

The aggregate maturities of long-term debt for the years ending after December 31, 2022 are as follows:

| Year Ending December 31, | |
|---|---|
| 2023 | $ 75,722 |
| 2024 | 45,507 |
| 2025 | - |
| 2026 | - |
| 2027 | 2,733 |
| Thereafter | 147,167 |
| | $ 271,129 |

## 6. Deferred Compensation

During 2022, the Company established a deferred compensation plan for a certain key employee to provide a proprietary interest in the success of the Company. Benefits under this plan accrue annually based upon a specified percentage of the Company's net income. The participant's account balance becomes fully vested at the earlier of a change in control event or January 1, 2028. The payment amounts will be determined based on the greater of the (a) the accumulated balance to date, or (b) a percentage of the proceeds resulting from a change in control event. At December 31, 2022, there was $81,110 of benefits accrued under this plan.

## 7. Retirement Plan

Effective January 1, 2022, the Company joined a pooled employer plan which covers substantially all employees. The Company may provide discretionary matching contributions up to a maximum of 4% of eligible compensation and discretionary profit sharing contributions. The Company's matching and profit sharing contributions to the plan were approximately $99,600 for the year ended December 31, 2022. Prior to January 1, 2022, The Company maintained a Simple IRA plan which covered substantially all employees. The Company provided a 100% matching contribution up to 3% of a participant's eligible compensation. The Company's matching contributions to the plan were approximately $19,900 for the year ended December 31, 2021.

Lutz

**EXHIBIT B**
**FRANCHISE AGREEMENT**

# COMPLETE MUSIC, INC.
# FRANCHISE AGREEMENT

_____
FRANCHISEE

_____
DATE OF AGREEMENT

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**SCHEDULES**


1 – Guaranty and Assumption of Obligations
2 – Protected Area
3 – Performance Standard
4 – Software Access Agreement

**COMPLETE MUSIC FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into _____ (the "Effective Date"), between Complete Music, Inc., a Nebraska corporation having its principal place of business at 110 North 9th Street, Omaha, Nebraska 68102 ("we" or "us") and _____, a _____ entity or _____, an individual residing in _____, and having a principal place of business at _____ ("you" or the "Franchisee").

**INTRODUCTION**

A. We franchise certain mobile entertainment services, known as COMPLETE WEDDINGS + EVENTS® businesses, offering disc jockey services, videography, wedding and event coordination, photo booth and photography. These businesses are operated under certain trademarks, domain names, service marks, logos and other commercial symbols, including COMPLETE WEDDINGS + EVENTS (collectively, the "Licensed Marks") and confidential information and trade secrets. These businesses are operated with uniform formats, designs, systems, methods, specifications, standards and procedures, all of which we may improve, further develop or otherwise modify (the "System").

B. We grant to persons who meet our qualifications and who are willing to undertake the investment and effort to establish and develop a COMPLETE WEDDINGS + EVENTS franchise to own and operate a business, offering the products and services approved by us and using our System and the Licensed Marks.

C. You have applied for a franchise to own and operate a COMPLETE WEDDINGS + EVENTS business at the premises identified in Section 1, and we have approved the application in reliance upon your representations.

In consideration of the mutual covenants and agreements stated below, the parties agree as follows:

1. GRANT OF FRANCHISE

A. Rights Granted to You. Subject to the provisions contained in this Agreement, we grant to you a franchise (the "Franchise") to own and operate a COMPLETE WEDDINGS + EVENTS business (the "Franchised Business") at the premises and within a protected area described in Schedule 2 (the "Protected Area"), and to use the Licensed Marks and the other aspects of the System in operating the Franchised Business. If you are in compliance with the provisions of this Agreement, and subject to Section 1(B) below, during the term of this Agreement, we will not directly establish and operate or franchise any third party to establish and operate within your Protected Area a COMPLETE WEDDINGS + EVENTS office from which we or they may operate a COMPLETE WEDDINGS + EVENTS business. The license granted to you under this Agreement is personal in nature, may not be used in any business other than the Franchised Business, does not include the right to offer, promote or sell the "Approved Services" (as defined in Section 8(C) below) or similar products or services in connection with any other business or through any other channels of distribution, including the Internet (or any other existing or future form of electronic commerce). You will not have the right to subfranchise or sublicense any of your rights under this Agreement. You will concentrate all Franchised Business marketing and advertising and solicitation of potential customers within the Protected Area unless you obtain our prior written consent.

B. Rights Reserved to Us. We (for us and our affiliates) retain the right, in our sole discretion and without compensation to you:

1. to directly operate, or to grant other persons the right to operate, COMPLETE WEDDINGS + EVENTS businesses from offices located outside the Protected Area;

2. to promote, sell and distribute anywhere the products and the services authorized for sale from COMPLETE WEDDINGS + EVENTS businesses under trademarks and service marks other than the Licensed Marks through similar or dissimilar channels of distribution;

3. to promote, sell, distribute and license the products and the services authorized for sale from COMPLETE WEDDINGS + EVENTS businesses under the Licensed Marks through dissimilar channels of distribution (*i.e.*, other than the operation of a COMPLETE WEDDINGS + EVENTS business), including direct mail, wholesale activities, and by electronic means such as the Internet, and pursuant to conditions we deem appropriate within and outside the Protected Area;

4. To acquire businesses that are the same as or similar to the Franchised Business or other COMPLETE WEDDINGS + EVENTS businesses and operate such businesses regardless of whether such businesses are located within or outside the Protected Area, and to be acquired by any third party which operates businesses that are the same as or similar to the Franchised Business or other COMPLETE WEDDINGS + EVENTS businesses regardless of whether such businesses are located within or outside the Protected Area; and

5. to promote the System and the COMPLETE WEDDINGS + EVENTS businesses generally, including on the Internet (or any other existing or future form of one or more electronic commerce) and to create, operate, maintain and modify, or discontinue the use of websites using the Licensed Marks.

The rights of exclusivity to the Protected Area is contingent upon your timely compliance with the requirement to obtain and maintain minimum levels of Gross Receipts annually as described in Schedule 3 attached hereto (the "Performance Standard"). If you fail to obtain and maintain the annual Performance Standard, we may terminate the grant of the rights of exclusivity to the Protected Area and we may terminate this Agreement.

2. DEVELOPMENT AND OPENING OF THE FRANCHISED BUSINESS

A. Development of Franchised Business. We furnish you a list of specifications reflecting our requirements for dimensions, interior design and layout, image, equipment and signs. You will promptly prepare the premises of the Franchised Business and satisfy the following:

1. Obtain all required building, utility, sign, and business permits and licenses, and any other required permits and licenses;

2. Construct all required improvements to the premises, purchase and install all required fixtures and equipment and decorate the premises in compliance with the plans and specifications approved by us and all applicable ordinances, building codes, permit requirements and lease or deed requirements and restrictions;

3. Purchase an opening inventory of media sets and related products required for the Franchised Business; and

4. Obtain, maintain and use QuickBooks Online in the operation of your Franchised Business and follow all filing, accounting, inventory control systems, and budgeting practices we direct.

B. Equipment and Signs. You agree to use in the operation of the Franchised Business only those types of products, services, materials, equipment, (including computer hardware and software) and signs that we approve for COMPLETE WEDDINGS + EVENTS businesses as meeting our specifications and standards. You must purchase approved types of products, services, materials, equipment, and signs from any supplier approved or designated by us (which may include our and/or its affiliates). If you propose to purchase any type of product, service, material, equipment, or sign that we have not then approved, and/or any items from any supplier that we have not then approved, you must first notify us in writing and must submit to us upon our request sufficient specifications, photographs, drawings and/or other information or samples. We will notify you in writing of our decision within a reasonable time.

C. Franchised Business Opening. You agree that you will not open the Franchised Business for business without our prior approval. You agree to complete the development and open the Franchised Business for business within the time period stated in Schedule 2.

D. Relocation of Franchised Business. If your lease for the premises of the Franchised Business expires or terminates, we will grant you permission to relocate the premises of the Franchised Business to a location we approve within the Protected Area. Any relocation is at your sole expense, and we have the right to charge you for services we provide regarding the relocation.

3. TRAINING AND OPERATING ASSISTANCE

A. Training. Before the opening of the Franchised Business, we will conduct an initial training program. You (or if you are a partnership, corporation or limited liability company, a partner or shareholder or managing member who has been approved by us) and any proposed operating manager ("Manager") of the Franchised Business must attend and successfully complete the initial training program on the operation of the Franchised Business, held at a place and time we designate. You are solely responsible for the compensation, travel, lodging and living expenses incurred in attending the initial training program or at any supplemental or refresher training programs.

The initial training program lasts up to 10 days. The training program includes instruction relating to the operation of a COMPLETE WEDDINGS + EVENTS business, understanding the equipment and product usage, costs and cash control, customer service, comprehensive marketing and sales programs, accountability for marketing and methods of controlling operating costs.

If, during any training program, we determine that any proposed Manager is not qualified to manage the Franchised Business, we will notify you and you may select and enroll a substitute Manager in the training program.

After the opening of the Franchised Business, we will provide training (at times we determine) to any new Manager of the Franchised Business. We have the right to assess you reasonable charges for training. We have the right to require that you (or the managing partner, shareholder or managing member) and any Manager(s) and assistant manager(s) attend supplemental and refresher training programs during the term of the Franchise, to be furnished at a time and place we designate.

B. Opening Assistance. We will provide you with reasonable assistance in the development, opening and initial operations of the Franchised Business. We have the right to determine when assistance is available to you.

C. Operating Assistance. We will advise you of operating issues of the Franchised Business we become aware of as a result of our inspections or reports received. Further, we will furnish to you

reasonable assistance in the operation of the Franchised Business we deem appropriate. Operating assistance may consist of guidance with:

1. operating procedures;

2. selection, purchasing and marketing of services, and other approved products, materials and supplies;

3. marketing assistance and sales promotion programs;

4. formulating and implementing advertising and promotional programs; and

5. the establishment and operation of administrative, bookkeeping, accounting, inventory control, sales and general operating procedures for the proper operation of a COMPLETE WEDDINGS + EVENTS business.

In addition, we will hold an annual national meeting for all franchisees. At our option, we may also provide annual regional meetings for all franchisees in each region. Your attendance at these meetings is mandatory.

We, in our sole discretion, will furnish bulletins or other written materials, telephonic consultations and/or consultations at the Franchised Business in conjunction with an inspection of the Franchised Business. Additional assistance is, at our sole discretion, available at per diem charges we establish.

D. Operations Manual. We will loan you during the term of the Franchise one copy of or electronic access to an Operations Manual, which may consist of one or more handbooks or manuals, including the Owner's Manual, Disc Jockey Manual, and other written materials (collectively, the "Operations Manual") for COMPLETE WEDDINGS + EVENTS businesses. The Operations Manual contains mandatory and suggested specifications, standards and operating procedures we prescribe for COMPLETE WEDDINGS + EVENTS businesses and information relative to your obligations. We have the right to add to, and otherwise modify, the Operations Manual to reflect changes in authorized products and services, and specifications, standards and operating procedures of a COMPLETE WEDDINGS + EVENTS business. You must keep your copy of the Operations Manual current, and the master copy of the Operations Manual we maintain at our principal office controls if there is a dispute relative to the contents of the Operations Manual.

4. LICENSED MARKS

A. Ownership and Goodwill of Licensed Marks. You acknowledge that you have no interest in or to the Licensed Marks and that your right to use the Licensed Marks is derived solely from this Agreement and is limited to the conduct of the Franchised Business in compliance with this Agreement and all applicable specifications and operating procedures we prescribe during the term of the Franchise. You agree that the use of the Licensed Marks and any goodwill established exclusively benefits us, and that you receive no interest in any goodwill related to your use of the Licensed Marks or the System. You must not, at any time during the term of this Agreement or after your termination or expiration, contest or assist any other person in contesting the validity or ownership of any of the Licensed Marks.

B. Limitations on Your Use of the Licensed Marks. You agree to use the Licensed Marks as the sole identification of the Franchised Business, but must identify yourself as an independent owner in the manner prescribed by us. You may not use any Licensed Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form,

nor may you use any Licensed Mark in the sale of any unauthorized product or service or in any other manner we do not expressly authorize in writing. You agree to display the Licensed Marks prominently and in the manner we direct on all signs and forms. Further, you agree to provide notices of trademark and service mark registrations and copyrights as we specify and to obtain fictitious or assumed name registrations as may be required under applicable law.

C. Restrictions on Internet and Website Use. We retain the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Licensed Marks. You have the right to access and participate in our website as further described in Section 8(L) below. Except as we may authorize in writing, however, you will not: (1) link or frame our website; (2) conduct any business or offer to sell or advertise any products or services on the Internet (or any other existing or future form of electronic communication) including e-mail marketing or other digital marketing; (3) create or register any Internet domain name in any connection with the Franchised Business; (4) use any e-mail address which we have not authorized for use in operating the Franchised Business; and (5) conduct any activity on "social media" or related social networking website other than as we have expressly authorized in writing. You will not register, as Internet domain names, any of the Licensed Marks that we now or hereafter may own or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar.

D. Notification of Infringements and Claims. You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Licensed Mark, or any claim by any person of any rights in any Licensed Mark or any similar trade name, trademark or service mark of which you become aware. You must not communicate with any person other than us and our counsel regarding any infringement, challenge or claim. We may take any action we deem appropriate and have the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Licensed Mark. You will sign all documents, provide assistance and take all action as we may reasonably request to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Licensed Marks.

E. Litigation Involving Use of Licensed Marks. You will have no obligation to and will not, without our prior written consent, defend or enforce any of the Licensed Marks in any court or other proceedings for or against imitation, infringement, any claim of prior use or for any other allegation. You will, however, immediately notify us of any claims or complaints made against you respecting the Licensed Marks and will, at your expense, cooperate in all respects with us in any court or other proceedings involving the Licensed Marks. Subject to our right of indemnification (as described in Section 6(C) below), we will pay the cost and expense of all litigation we incur, including attorneys' fees and interest on costs and expenses, specifically relating to the Licensed Marks. We and our legal counsel will have the right to control and conduct any litigation relating to the Licensed Marks.

F. Changes. You cannot make any changes or substitutions to the Marks unless we so direct in writing. We reserve the right, in our discretion, to modify or discontinue use of any Mark, or to use one or more additional or substitute trademarks or service marks. In such event, you will, at your expense, comply with such modification or substitution within a reasonable time after notice from us.

## 5. CONFIDENTIAL INFORMATION

A. Confidential Information. We possess certain confidential information consisting of the methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of COMPLETE WEDDINGS + EVENTS businesses (collectively, "Confidential Information"). We disclose the Confidential Information to you in furnishing

you the training program, the Operations Manual and in guidance furnished to you during the term of the Franchise.

You do not acquire any interest in the Confidential Information, other than the right to use it in the development and operation of the Franchised Business during the term of the Franchise, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary and is a trade secret of us and is disclosed to you solely on the condition that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; (4) will adopt and implement all reasonable procedures prescribed by us to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to employees of the Franchised Business and the use of nondisclosure and non-competition clauses in employment agreements; and (5) will sign a Confidentiality Agreement and will require all employees to sign such an agreement in a form we approve.

The term "Confidential Information" will not include, and the restrictions on your disclosure and use of the Confidential Information will not apply to information, processes or techniques which are or become generally known in the disc jockey entertainment industry, other than through disclosure (whether deliberate or inadvertent) by you. In addition, you may disclose Confidential Information in judicial or administrative proceedings to the extent you are legally compelled to disclose information, if you have used your best efforts, and have afforded us the opportunity, to obtain an appropriate protective order or other insurance satisfactory to us of confidential treatment for the information required to be so disclosed.

B. Improvements. You must fully and promptly disclose to us all ideas, concepts, products, process methods, techniques, improvements, additions and "Customer Data" (as defined below) relating to the development and/or operation of a COMPLETE WEDDINGS + EVENTS business or the System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of the Franchised Business, or any advertising or promotion ideas related to the Franchised Business (collectively, the "Improvements") that you, the "Principal Owners" (as defined in Section 13(E) below) or your employees or agents conceive or develop during the term of this Agreement. You and your Principal Owners, agents and employees acknowledge and agree that: (1) subject to the rights of Franchised Business customers, we own all Customer Data; and (ii) any other Improvement immediately becomes our property. You and your Principal Owners, agents or employees must sign all documents necessary to evidence the assignment of each Improvement to us without any additional compensation. We may use the Improvement and disclose and/or license the Improvement for use by others. You must not introduce any Improvement or any additions or modifications of or to the System into the Franchised Business without our prior written consent. The term "Customer Data" means any name, address, email address, telephone number, date of birth, demographic data, behavioral data, customer service history, financial data, transaction data, correspondence, and other information about any potential, current or former customer whether stored in electronic, physical or other forms or formats.

## 6. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. Relationship of the Parties. We and you are independent contractors. Neither you nor we are the agent, legal representative, partner, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any reason. Neither party will independently obligate the other to any third parties or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. You must conspicuously identify yourself at the premises of the Franchised Business and in all dealings with customers, lessors, contractors, suppliers, public officials and

others as an independent contractor, and must place other notices of independent ownership on signs, forms, stationery, advertising and other materials as we require.

B. Control Over Operations. You agree that you alone are to exercise day-to-day control over all operations, activities and elements of the Franchised Business, and that we will not do so or be deemed to do so. You further acknowledge and agree that the various restrictions, prohibitions, specifications and procedures of the System which you must comply with under this Agreement, whether stated in our Operations Manual or otherwise, do not directly or indirectly represent or suggest that we control any aspect or element of the day-to-day operations of the Franchised Business, but only represent standards you must comply with when exercising your control of the day-to-day operations of the Franchised Business. We have no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon you, the Franchised Business or its assets, or upon us in connection with sales made, services performed or business conducted by you.

C. Your Indemnification Obligations. You agree to indemnify and hold us and our subsidiaries, affiliates, stockholders, members, directors, officers, employees and agents harmless against, and to reimburse us or them for, any loss, liability or damages arising out of or relating to your ownership or operation of the Franchised Business, and all reasonable costs of defending any claim brought against us or any of them or any action in which us or any of them is named as a party (including reasonable attorneys' fees) unless the loss, liability, damage or cost is solely due to our breach of this Agreement, gross negligence or willful misconduct. You must pay all losses, liability or damages we incur pursuant to your obligations of indemnity under this Section 6(C) regardless of any settlement, actions or defense we undertake or the subsequent success or failure of any settlement, actions or defense. Further, you agree to give us immediate notice of any such action, proceeding, demand or investigation brought against you or the Franchised Business. We may, at our option, designate counsel, at your expense, to defend or settle such action, proceeding, demand or investigation brought against you or the Franchised Business. This obligation does not diminish your indemnification obligations under this Section 6(C).

D. Our Indemnification Obligations. We agree to indemnify and hold you and your officers, directors and agents harmless against, and to reimburse you and them for, any loss, liability or damage solely arising from or relating to our breach of this Agreement, gross negligence or willful misconduct, and all reasonable costs of defending any third party claim brought against you or them or any action in which you or they are named as a party (including reasonable attorneys' fees).

E. Survival. The indemnities and assumptions of liabilities and obligations continue in full force and effect after the expiration or termination of this Agreement.

## 7. FRANCHISE FEES

A. Initial Franchisee Fee. You will pay us an "Initial Franchise Fee" of $50,000. The Initial Franchise Fee is payable when you sign this Agreement, is fully earned by us upon receipt of the Initial Franchise Fee, and is not refundable.

B. Royalty Fees. You agree to pay to us a non-refundable royalty fee equal to 8% of Gross Receipts. The royalty fee is due and payable on Monday of each week on the Gross Receipts for the previous week.

C. Media Maintenance Fee. You pay us a weekly media maintenance fee equal to your proportionate share of our costs for licensing, research and development and acquisition and the direct and indirect production costs we incur in securing and acquiring the rights to and the production of the media sets. Our annual costs are computed from May 1 to April 30 of each year and the costs are divided by the

total number of media sets we obtain. Your proportionate share of the total costs is paid weekly. We establish the weekly media maintenance fee per media set on or before August 1 of each year during the term of this Agreement and provide you written notice of the media maintenance fee for the next 12 months. You make weekly payments of the then-current weekly media maintenance fee to us on Monday of each week. In consideration for the media maintenance fee, you will receive, monthly or bi-monthly, a new music CD and supporting software. Currently, the weekly media maintenance fee is $4.50 per media set. We reserve the right to change the media maintenance fee upon written notice to you.

E. Website, CRM, and Technology Support Fee. You pay a weekly Website, CRM and Technology Support Fee to us in the amount specified in the Operations Manual, for technical support, website management, and general funds for technology innovations. We reserve the right to increase the Website, CRM and Technology Support Fee at any time upon 30 days' prior written notice to you.

F. Definitions of "Gross Receipts". The term "Gross Receipts" means the aggregate amount of all sales of goods and any other merchandise, and the aggregate of all charges for services performed (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made and provided at or in connection with the Franchised Business, including off-premises sales and monies derived at or away from the Franchised Business. The term "Gross Receipts" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes you pay or accrue. The term "Gross Receipts" does not include net returns on saleable goods and discounts allowed to customers on sales, but must not be modified or reduced for uncollected accounts. "Gross Receipts" will include all revenues or receipts of any kind derived from the sale of products or services generated through leads realized by the operation of the Franchised Business, including wedding consultation, sale of products or services for weddings, celebrations, anniversaries and corporate functions which are initially generated from leads obtained by or through the Franchised Business. For purposes of the royalty fee, the sale is made at the time of delivery of the product or service.

G. Interest on Late Payments. All royalty fees, national marketing and promotion fees, amounts due for your purchases from us or our affiliates and other amounts which you owe us or our affiliates bear interest after due date at the lesser of: (1) 18% per year; or (2) the maximum contract rate of interest permitted by law in the state in which the Franchised Business is located. You acknowledge that this Section 7(G) does not constitute our agreement to accept payments after the due date or any commitment by us to extend credit to, or otherwise finance your operation of, the Franchised Business. Further, you acknowledge that your failure to pay all amounts when due constitutes grounds for termination of this Agreement as provided in Section 15 below.

H. Application of Payments. We have sole discretion to apply any payments we receive from you to any past due indebtedness for royalty fees, advertising contributions, purchases from us or our affiliates, interest or any other indebtedness to us or our affiliates.

I. Withholding Payments Unlawful. You agree that you will not withhold payment of any royalty, advertising contribution or any other amount due us and that the alleged non-performance or breach of any of our obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for royalty fees, advertising contributions or any other amounts due.

J. Computer System Maintenance, Hosting and Licensing Fees. You pay a weekly Computer System Maintenance, Hosting and Licensing Fee to us in the amount specified in the Operations Manual, for various expenses we incur related to third party software licenses, hosting services and related expenses. We reserve the right to increase the Computer System Maintenance, Hosting and Licensing Fee at any time upon 30 days' prior written notice to you.

K. Electronic Funds Transfer. We will require you to sign electronic transfer of funds authorizations and other documents as we periodically designate to authorize your bank to transfer, either electronically or through some other method of payment we designate, directly to our account and to charge your account for all royalty fees, national marketing and promotion fees and other amounts you owe us. Your authorization will permit us to designate the amount to be transferred from your account. You must maintain a balance in your accounts sufficient to allow us to collect the amounts owed to us when due. You will be responsible for any penalties, fines or similar expenses associated with the transfer of funds described herein. We may change the frequency with which we collect fees under this Agreement, although we will not collect fees more frequently than once a week. You agree to comply with our payment instructions as we periodically may modify them. If the day is a business day (and if not a business day, on the next succeeding business day), the withdrawal will be made on the Monday after the end of the previous week for the amount of the royalty due with respect to your Gross Receipts for the preceding week.

L. Tax Indemnification. You will indemnify us and reimburse us for all income, capital, gross receipts, sales and other taxes that the state in which the Franchised Business is located imposes on us as a result of your operation of the Franchised Business or the license of any of our intangible property in the jurisdiction in which the Franchised Business is located. If more than one COMPLETE WEDDINGS + EVENTS business is located in such jurisdiction, then those businesses will share the liability in proportion to their Gross Sales from the Franchised Business, except in the case of sales taxes and gross receipts taxes, which will be divided in proportion to taxable sales to you. If applicable, this payment is in addition to the Royalty Fee payments described above.

M. Office Visitation. Beginning in the second year of operation of the Franchised Business, a representative may visit your location to review your operation. You must pay us $150 plus travel and lodging expenses of our representative conducting such review. The $150 fee must be paid before the visitation occurs. The lodging and travel expenses will be billed to you and must be paid within 30 days of billing.

## 8. FRANCHISED BUSINESS IMAGE AND OPERATING STANDARDS

A. Condition and Appearance of Franchised Business/Rebuilding of Franchised Business. You agree to maintain the condition and appearance of the Franchised Business consistent with the image of a COMPLETE WEDDINGS + EVENTS business as an attractive, clean, and efficiently operated business, offering a variety of disc jockey and other approved services. You agree to refurbish and maintain the premises of the Franchised Business and to modify its layout, decor and general theme, as we periodically may require, to maintain the condition, appearance, efficient operation, ambience and overall image of a COMPLETE WEDDINGS + EVENTS business, including replacement of worn out or obsolete fixtures, equipment, furniture, or signs, repair of the interior and exterior of the Franchised Business and adjacent parking areas, and periodic cleaning and redecorating. If at any time, in our reasonable judgment, the general state of repair, appearance or cleanliness of the premises of the Franchised Business (including parking areas) or its fixtures, equipment, furniture or signs does not meet our standards, we will notify you specifying the action you must take to correct the deficiency. If you fail or refuse to initiate within 10 days after receipt of notice, and continue in good faith and with due diligence, a bona fide program to undertake and complete any required maintenance or refurbishing, we have the right (in addition to our rights under Section 15 below) to enter upon the premises of the Franchised Business and effect maintenance and refurbishing on your behalf, and you must reimburse us for our costs in doing so.

If the premises of the Franchised Business is damaged or destroyed by fire or any other casualty, you must, within 30 days, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) repairs or reconstruction, to restore the premises of the Franchised

Business to its original condition before the casualty. If, in our reasonable judgment, the damage or destruction is of a nature or to an extent that it is feasible for you to repair or reconstruct the premises of the Franchised Business to conform to our then-standard decor specifications without incurring substantial additional costs, we may require you to repair or reconstruct the premises of the Franchised Business in conformance with our then-standard decor specifications.

B. Alterations to the Franchised Business. You must not make alterations to the premises or appearance of the Franchised Business, nor make any unapproved replacements of or alterations to the fixtures, equipment, furniture or signs of the Franchised Business without our prior written approval. We have the right, in our sole discretion and at your sole expense, to rectify any alterations to the Franchised Business not previously approved by us.

C. Uniform Image/Customer and Location Restrictions. The presentation of a uniform image to the public is an essential element of a successful franchise system. You agree that the Franchised Business will offer only those disc jockey, videography, wedding and event coordination, photo booth and photography services and products as we, in our sole discretion, have approved for COMPLETE WEDDINGS + EVENTS businesses (the "Approved Services"). You further agree that the Franchised Business will not, without our prior written approval, offer any products or services not then authorized by us for COMPLETE WEDDINGS + EVENTS businesses, nor will the Franchised Business or the premises which it occupies be used for any purpose other than the operation of a COMPLETE WEDDINGS + EVENTS business in compliance with this Agreement.

D. Approved Services, Products and Media Sets. You acknowledge and agree that the Approved Services are interrelated with the Licensed Marks, and that the reputation and goodwill of COMPLETE WEDDINGS + EVENTS businesses is based upon, and can only be maintained by, uniform standards and consistency throughout the System and the uniform and consistent delivery of the Approved Services. You agree that the Franchised Business will only offer the Approved Services, which we periodically may modify. In addition, you agree to use in the operation of the Franchised Business only such products, supplies, equipment and brands that we have approved as being suitable for use and meeting the standards of quality and uniformity for the System and are purchased from suppliers we have approved (which may include us and/or our affiliates). We periodically may modify the lists of approved and designated products, supplies, equipment, brands and suppliers. If you propose to offer for sale, or use in operating the Franchised Business, any products, supplies, equipment or brand, or use any supplier that we have not approved, you must first notify us in writing and provide sufficient information, specifications and samples concerning the proposed item and/or supplier to permit us to determine whether the proposed item complies with our specifications and standards and/or the supplier meets our approved supplier criteria. We will notify you within a reasonable time whether the proposed item and/or supplier is approved. We may develop procedures for the submission of a request for approved products, supplies, equipment, brands or suppliers and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be signed by the approved supplier). If we revoke our approval of a supplier or products, you will have 30 days to stop offering, selling or using those suppliers, products or other items or services in your Franchised Business. We may impose limits on the number of suppliers and/or brands for any products, supplies or equipment sold or used in the Franchised Business or otherwise related to the Franchise, and we may require that you use only one designated supplier for any products, supplies or equipment. You agree that certain products, supplies, equipment, and other items may only be available from one source, and we or our affiliates may be that source. WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, RESPECTING PRODUCTS, EQUIPMENT, SUPPLIES, FIXTURES, FURNISHINGS OR OTHER ITEMS THAT ARE MANUFACTURED OR DISTRIBUTED BY THIRD PARTIES AND THAT WE APPROVE FOR USE IN THE SYSTEM.

You must at all times maintain an inventory of equipment, sound and light systems and media sets sufficient in quantity and variety to realize the full potential of the Franchised Business. You must purchase media sets from us. Media sets are pre-recorded music in a format suited to the equipment we suggest. You may not copy, duplicate or re-record media sets. You agree that the media sets will be used exclusively in the operation of your Franchised Business. You also must purchase all post-production video and photo services and materials from us and pay our then-current fees associated with such services and materials.

We may conduct market research and testing to determine consumer trends and the salability of new services or products. You agree to cooperate by participating in our market research programs, test marketing new products and services in the Franchised Business and providing us with timely reports and other relevant information regarding market research. You must purchase a reasonable quantity of the tested products and effectively promote and make a reasonable effort to sell those products and/or services.

E. Standards of Services. You must at all times give prompt, courteous and efficient service to your customers. You must, in all dealings with your customers and suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

F. Specifications, Standards and Procedures. You acknowledge and agree that each and every detail of the appearance and operation of the Franchised Business is important to us and other COMPLETE WEDDINGS + EVENTS businesses. You agree to maintain the highest standards of quality and service in the Franchised Business and, accordingly, agree to comply with all mandatory specifications, standards and operating procedures (whether contained in the Operations Manual or any other written or oral communication to you) relating to the appearance or operation of a COMPLETE WEDDINGS + EVENTS business, including:

1. type and quality of media sets, lighting and equipment and other products used in operating the Franchised Business;

2. quality and uniformity of Approved Services offered at the Franchised Business;

3. methods and procedures relating to marketing, dealing with customers and providing services and handling customer orders;

4. hours and days during which the Franchised Business is open for business;

5. the safety, maintenance, cleanliness, function and appearance of the Franchised Business premises and its fixtures, equipment, furniture, decor and signs;

6. establishing and operating administrative, bookkeeping, accounting, sales and general operating procedures for the proper operation of a COMPLETE WEDDINGS + EVENTS business;

7. use of Licensed Marks; and

8. marketing and sales promotion.

We reserve the right to periodically modify any specifications, standards and operating procedures we prescribe in the Operations Manual for COMPLETE WEDDINGS + EVENTS businesses.

G. Compliance with Laws and Good Business Practices. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and

must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. You must notify us in writing within 5 days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, award of decree, by any court, agency, or other governmental instrumentality which may adversely affect the operation or financial condition of you or the Franchised Business. All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising. You will not conduct any business or advertising practice which injures our business, the System or the goodwill associated with the Marks and other COMPLETE WEDDINGS + EVENTS businesses.

H. Management of the Franchised Business/Conflicting Interests. The Franchised Business must at all times be under your supervision (or, if you are a partnership, corporation or limited liability company, a partner, shareholder or member who has been approved by us as the managing partner, shareholder or managing member and who has satisfactorily completed the training program) or an operating manager who has been approved by us and who has satisfactorily completed our training program. If an operating manager supervises the Franchised Business, you (or managing partner, shareholder or managing member) must remain active in overseeing the operations of the Franchised Business.

The person who is responsible for the day-to-day supervision of the Franchised Business (i.e., the managing partner, shareholder, managing member or the approved manager) may initially assume responsibilities on a part-time basis. However, within 36 months from the date of operation, the person responsible for the day-to-day supervision of the Franchised Business must assume responsibilities on a full-time basis and may not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise conflicts with your obligations under the Franchise Agreement. If you are a corporation, partnership or limited liability company, you may not engage in any business or activities other than the ownership and operation of other COMPLETE WEDDINGS + EVENTS businesses pursuant to franchise agreements with us. You must at all times faithfully, honestly and diligently perform your obligations and continuously exert your best efforts to promote and enhance the business of the Franchised Business.

I. Your Hiring and Training of Employees. You will hire all employees of the Franchised Business, and you will be exclusively responsible for the terms of their employment, scheduling, benefits, disciplining, compensation, and all other personnel decisions. You will implement a training program for Franchised Business employees in compliance with our requirements. You will maintain at all times a staff of trained employees sufficient to operate the Franchised Business in compliance with our standards. You must ensure that all Franchised Business employees comply with all licenses and certifications respecting the Franchised Business as we may require or as federal, state and/or local authorities may require. At all times, the Franchised Business must be under the supervision of the approved operating manager. Any employees you hire will be solely your employees and will not be deemed our employees or subject to our control.

J. Insurance. You agree to purchase and maintain in force, at your expense, insurance at a minimum in the types of coverage and amounts we specify in the Operations Manual or otherwise in writing. All insurance policies will: (1) be issued by an insurance carrier(s) acceptable to us and that have an A.M. Best rating of A or higher; (2) will name us and our affiliates, and their respective officers, directors and employees, as an additional insured; (3) contain a waiver of the insurance company's right of subrogation against us; (4) contain the above-mentioned insurance coverage for each COMPLETE WEDDINGS + EVENTS business that you operate; and (5) provide that we will receive 30 days' prior written notice of a material change in or termination, expiration or cancellation of any policy (or such shorter period as the insurance carrier may require and as we may approve). We periodically may, with prior written notice to you, increase the minimum liability protection requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If at any time you fail

to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence thereof, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur, together with an administrative fee equal to 5% of the insurance premium. You will provide us with copies of the certificate of insurance, insurance policy endorsements and other evidence of compliance with these requirements as we periodically require within 90 days of the Effective Date or at least two weeks before you take possession and commence development of the Franchised Business premises, whichever occurs first, and at such other times as we may require. In addition, you will provide to us a copy of the evidence of the renewal or extension of each insurance policy in a form we require. Your obligation to obtain and maintain these insurance policies in the amounts specified will not be limited in any way by any insurance that we may maintain, nor does your procurement of required insurance relieve you of liability under the indemnity obligations described in Section 6 above. Your insurance procurement obligations under this Section 8(J) are separate and independent of your indemnity obligations. We do not represent or warrant that any insurance that we require you to purchase will provide you with adequate coverage. The insurance requirements specified in this Agreement are for our protection. You should consult with your own insurance agents, attorneys and other insurance advisors to determine the level of insurance protection you need and desire, in addition to the coverage and limits we require.

K. National Sales Program. You must participate in our national sales program. You understand that we: (1) will establish the rules under which you may participate, (2) retain absolute discretion in determining whether you may participate in the national sales program; and (3) may terminate, modify or replace the national sales program at any time. You acknowledge and agree that you must pay our then-current fees for participation in the national sales program. We may amend the national sales program policies and procedures and fees, in our sole discretion, throughout the term of this Agreement. You must comply with all modifications and changes upon 30 days written notice from us.

L. Participation in Internet Website. You will participate in a COMPLETE WEDDINGS + EVENTS website listed on the Internet or other online communications and participate in any intranet system we control. We will, at our discretion, determine the content and use of a COMPLETE WEDDINGS + EVENTS website and intranet system and will establish rules under which you may or will participate. We will retain all rights relating to the COMPLETE WEDDINGS + EVENTS website and intranet system and may alter or terminate the website or intranet system upon thirty (30) days' notice to you. Your general conduct on the Internet and the COMPLETE WEDDINGS + EVENTS intranet system, and specifically your use of the Licensed Marks or any advertising on the Internet (including the domain name and any other Licensed Marks we may develop as a result of participation in the Internet), will be subject to the provisions of this Agreement. You acknowledge that certain information obtained through your online participation in the website or intranet system is considered Confidential Information, including access codes and identification codes. Your right to participate in the COMPLETE WEDDINGS + EVENTS website or intranet system or otherwise use the Licensed Marks or the System on the Internet will terminate when this Agreement expires or terminates.

M. Computer System. We require you to use in the Franchised Business the computer system we designate, including all existing or future communication or data storage systems, hardware, software, components thereof and associated service, which we have developed and/or selected for the System (the "Computer System"). The Computer System may not be used in connection with any business other than the Franchised Business. The Computer System developed for use in your Franchised Business will include our proprietary software program (the "Proprietary Software"). You will be required to enter into our "Software Access Agreement" in the form attached hereto as Schedule 4 in connection with your use of the Proprietary Software. In addition, you must pay us a weekly Website, CRM and Technology Support Fee (as described in Section 7(E) above) for certain support we or our designee provide to you respecting the Computer System and a weekly Computer System Maintenance, Hosting and Licensing Fee (as described

in Section 7(J) above) for various expenses we incur related to third party software licenses, hosting services and related expenses. You must have Internet access with a form of high-speed connection as we require. You will use an approved e-mail address for communication with us. We have the right to designate a single source from which you must purchase the Computer System, any software or hardware components thereof or associated service, and we or our affiliates may be that single source. You will be required to use and, at our discretion, pay for all future updates, supplements and modifications to the Computer System, including any additions or modifications to the Proprietary Software. We also may access financial information and Customer Data produced by or otherwise located on your Computer System. We own the Customer Data that is stored on the Computer System and you assign your rights in the Customer Data to us. We periodically will establish policies respecting the use of the Customer Data, including restrictions as to storing, recording or moving data. In satisfying our requirements as to the ownership, collection and use of Customer Data, you must implement all measures necessary, including satisfaction of any customer notice and consent requirements, to comply with all federal and state privacy and other applicable laws. You are solely responsible for protecting yourself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims that you may have against us as the direct or indirect result of such disruptions, failures or attacks.

9. ADVERTISING

A. National Advertising Fund. Recognizing the value of uniform advertising to the goodwill and public image of COMPLETE WEDDINGS + EVENTS businesses, we maintain and administer a National Advertising Fund (the "Fund") for marketing, promotions or public relations programs we, in our sole discretion, deem appropriate to advertise or promote the System. We direct all programs, with sole discretion over the creative concepts, materials, endorsements and media used, and the placement and allocation. We have the right to determine, in our sole discretion, the composition of all geographic territories and market areas for the development and implementation of programs.

You must contribute to the Fund an amount equal to 2% of Gross Receipts, payable weekly together with the royalty fee due on Monday of each week on the Gross Receipts for the previous week. COMPLETE WEDDINGS + EVENTS businesses owned by us or our affiliates and located in the United States of America contribute to the Fund on the same basis. We will place all Fund contributions into a separate account.

We may use the Fund is to pay all reasonable expenses we incur in maintaining, administering, directing and preparing national, regional or local advertising materials, programs and public relations activities, including the costs of preparing and conducting television, radio, magazine, billboard, newspaper, internet and other media programs and activities, the costs of employing advertising agencies and the cost of providing promotional brochures and advertising materials to COMPLETE WEDDINGS + EVENTS businesses and to regional and local advertising cooperatives of COMPLETE WEDDINGS + EVENTS businesses. In addition, disbursements from the Fund may be used to pay reasonable expenses we incur in connection with the costs of administering the Fund, including accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in the administration of the Fund (including conducting market research, preparing advertising materials and collecting and accounting for contributions to the Fund). We may spend in any fiscal year an amount greater or less than the aggregate contributions of COMPLETE WEDDINGS + EVENTS businesses to the Fund in that year and we may make loans to the Fund bearing reasonable interest to cover any deficits of the Fund and cause the Fund to invest any surplus for future use by the Fund.

The Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Fund. We cannot ensure that you will benefit directly or on a pro rata basis from the future placement of any such advertising or marketing activities in your local market. We may, through the Fund, furnish you with

approved local marketing plans and materials on the same terms and conditions as plans and materials we furnish to other COMPLETE WEDDINGS + EVENTS businesses. We will determine the methods of advertising, media employed and the geographic scope, contents, terms and conditions of advertising, marketing, promotional and public relations campaigns and programs. Upon written request, we will provide you an annual unaudited statement of the receipts and disbursements of the Fund for the most recently completed calendar year.

B. Local Advertising. In addition to the contributions to the Fund required under Section 9(A), you agree to spend a total of 4% of Gross Receipts on local advertising and public relations activities designed to publicize the operation of the Franchised Business in your market. On or before the last day of each month following advertising, public relations and marketing expenditures, you must provide us with an accurate accounting of advertising expenditures, including the Franchised Business opening campaign, public relations and marketing. If your expenditures for local advertising activities do not aggregate 4% of your Gross Receipts annually, you must remit the deficiency to us for deposit in the Fund.

C. Google Ads Program. In addition to the contributions to the Fund required under Section 9(A), you must participate in the advertising program under which we or our affiliates or vendors advertise your Franchised Business through Google My Business (and any additional and/or replacement electronic advertising program(s) we determine) within your Protected Area (the "Google Ads Program"). You must pay the then-current fees for participation in Google Ads Program (the "Google Ads Program Fees"). We may amend the Google Ads Program policies and procedures and the Google Ads Program Fees, in our sole discretion, during the term of this Agreement. You must comply with all modifications upon 30 days written notice from us. The Google Ads Program Fees are credited to your 4% local advertising obligation described above.

D. Cooperative Advertising. In the future, we may require you to participate in, support and contribute to the cost of regional cooperative advertising programs we designate. We reserve the right to designate regional and local advertising markets, to establish regional advertising councils and to establish the bylaws and other rules under which such councils will operate. Your required contributions to regional and local advertising cooperatives will not exceed 4% of your Gross Receipts per calendar year, and will be credited toward your local advertising obligations described in Section 9(B).

E. Approved Advertising and Promotional Materials. You will use only our approved advertising and promotional materials in promoting the Franchised Business. If you desire to use any advertising or promotional materials in promoting the Franchised Business which we previously have not approved, you must submit all materials to us for our approval before using any such materials, which approval will not be unreasonably withheld. If we do not notify you of approval of the proposed advertising or promotional materials within 30 days following our receipt, the request is deemed denied. If you use any advertising or promotional materials without submitting those materials to us or if you use materials we have not approved, in addition to any separate remedies we may have, any amounts spent on those materials will not be credited toward your local marketing obligations described in Section 9(B) above.

F. Participation in Certain Programs and Promotions. You must use your best efforts to promote and advertise your Franchised Business and must participate in all advertising and promotional programs we establish in the manner we direct. You must, at your expense, participate in, and honor all provisions of any gift card and/or loyalty program that we have established or may establish and as we may modify, as further described in the Operations Manual. You also must honor all coupons, discounts and gift certificates as we may reasonably specify in the Operations Manual or otherwise in writing. You must also participate in any mystery shopper program or compliance assessments we require.

10. RECORDS AND REPORTS

A. Accounting and Records. During the term of the Franchise, you agree, at your expense, to maintain at the Franchised Business premises and preserve for 3 years from the date of their preparation, full, complete and accurate books, records and accounts prepared pursuant to the double entry method of accounting (using the standard chart of accounts we furnish or require), copies of sales tax returns, copies of portions of your state and federal income tax returns which reflect the operation of the Franchised Business and such other records as we periodically may designate (collectively, the "Records"). At our request, you must install and use in the Franchised Business data processing and transmission equipment we periodically may designate. You must preserve the Records and submit reports electronically, consistent with our requirements described in the Operations Manual or otherwise in writing. You will ensure that we have electronic access at all times to the Records, accounting systems and other information and supporting documents as we designate. If at any time you fail to fully comply with your obligations under this Section 10, we may require that you engage, at your expense, a third-party accounting firm or other service provider that we designate to satisfy the requirements of this Section 10.

B. Reports and Tax Returns. You must provide us with, or otherwise make available, the following: (1) concurrently with the payment of the royalty fees, statements relating to Gross Receipts; (2) a monthly profit and loss statement due on the 15th day of the month for the previous month; and (3) within 90 days after the end of your fiscal year, an annual profit and loss statement and source and use of funds statement for the Franchised Business for the year and a balance sheet for the Franchised Business as of the end of the year. At our request the annual profit and loss statement must be reviewed by an independent certified public accountant, or accompanied by an opinion of a certified public accountant or firm of certified public accountants you select and we approve, which opinion may be qualified only to the extent reasonably acceptable to us. Furthermore, you must furnish to us copies of other reports we designate and other information and supporting records we direct. All financial statements, reports and information must be on forms we approve and signed and verified by you. You must make financial and other information available electronically or at locations we may reasonably request (including our office), and must afford us (and our agents) full and free access at the Franchised Business during regular business hours.

11. INSPECTION AND AUDITS

A. Our Right to Inspect the Franchised Business. To determine whether you are complying with this Agreement, we have the right at any time during business hours, and without prior notice to you, to inspect the Franchised Business. You must fully cooperate with representatives of us making any inspection and must permit representatives of us to take photographs, movies or videotapes of the Franchised Business and to interview employees and customers of the Franchised Business.

B. Our Right to Examine Books and Records. We have the right at any time during business hours, and without prior notice to you, to examine or audit, or cause to be examined or audited, the business records, cash control devices, bookkeeping and accounting records, bank statements, sales and income tax records and returns and other books and records of the Franchised Business and the books and records of any corporation or partnership which holds the Franchise. You must maintain all books, records and supporting documents at all times at the Franchised Business premises. You must fully cooperate with representatives of us and independent accountants hired by us to conduct any examination or audit.

C. Result of Audit; Unreported Gross Receipts. If any examination or audit discloses an understatement of Gross Receipts, you must pay to us, within 15 days after receipt of the examination or audit report, the royalty and services fees and any advertising contributions due on the amount of understatement, plus interest (at the rate and on the terms provided in Section 7(G)) from the date originally due until the date of payment. Further, if examination or audit is made necessary by your failure to furnish

reports, supporting records, financial statements or other documents or information, as required, or failure to furnish reports, records, financial statements, documents or information on a timely basis, or if an understatement of Gross Receipts for any month is determined by any examination or audit to be greater than 2%, you must reimburse us for the cost of audit or examination, including the charges of any independent accountants and the travel expenses, room and board and compensation of employees of us. The foregoing remedies are in addition to all other remedies and rights of us under applicable law.

12. COVENANTS

A. Organization. You and each Principal Owner covenants that:

1. You are organized and validly exist under the laws of the state where you were formed and are qualified and authorized to do business in the jurisdiction where the Protected Area and the Franchised Business is located;

2. Your articles of incorporation, bylaws, operating agreement or other organizational documents (collectively, "Authorizing Documents") at all times will provide that your business activities will be limited exclusively to the ownership and operation of the Franchised Business, unless you otherwise obtain our written consent;

3. You have the power under the Authorizing Documents to sign this Agreement and comply with the provisions of this Agreement;

4. You will provide us copies of all Authorizing Documents and any other documents, agreements or resolutions we request in writing;

5. The names of all Principal Owners are accurately stated on the Guaranty attached hereto as Schedule 1; and

6. You will maintain a current schedule of the Principal Owners and their ownership interests (including the Principal Owners' names, address and telephone numbers) at all times and will immediately provide us with an updated ownership schedule if there is any change in ownership.

B. Non-Solicitation of Customers. You covenant that, during the term of this Agreement, and for a period of two years thereafter, you will not, directly or indirectly divert or attempt to divert any business, account or customer of the Franchised Business or any other COMPLETE WEDDINGS + EVENTS businesses or the System to any business offering mobile entertainment services, including disc jockey services, videography and videotaping, photography, wedding consultation, event lighting, or any other products or services that are substantially similar to those offered by a COMPLETE WEDDINGS + EVENTS business ("Competing Business").

C. Covenant Not to Compete During Term. During the term of the Franchise, neither you, any Principal Owner, shareholder, partner or member (if you are a corporation, partnership or limited liability company), nor any member of your immediate families, may directly or indirectly as an owner, partner, member, director, officer, consultant, representative, employee, agent or in any other capacity, purchase, construct, own, engage in or have any interest in any Competing Business, except for other COMPLETE WEDDINGS + EVENTS businesses operated under franchise agreements granted by us, or the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent 1% or less of that class of securities.

D. Post-Term Covenant Not to Compete. For a period of 2 years from the date of termination or expiration of this Agreement, you, and if you are a corporation, partnership or limited liability company, your Principal Owners, shareholders, partners and members, must not, directly or indirectly as an owner, partner, member, director, officer, consultant, representative, employee, agent or in any other capacity, purchase, construct, own, engage in or have any interest in any Competing Business located or operating within a radius of 30 miles of the Protected Area of any then-existing COMPLETE WEDDINGS + EVENTS franchise or company owned business.

E. Injunctive Relief. You agree that damages alone cannot adequately compensate us if there is a violation of any covenant in this Section 12, and that injunctive relief is essential for our protection. You therefore agree that, to the greatest extent permitted by applicable law, we may seek injunctive relief without posting any bond or security, and without the need to prove irreparable harm, in addition to the remedies that may be available to us at equity or law, if you or anyone acting on your behalf violates any covenant in this Section 12. The covenants stated in this Section 12 will survive the termination or expiration of this Agreement.

13. ASSIGNMENT

A. By Us. You acknowledge, understand, and agree that we may assign this Agreement without providing to you any notice and without requiring any consent from you. Any such assignment will require the assignee to fulfill our obligations under this Agreement, and following the effective date of any such assignment, you will look solely to the transferee or assignee for the performance of all obligations under this Agreement. Separately, we may assign or delegate to an affiliate or other third party certain of our obligations under this Agreement without assigning our interest in this Agreement.

B. Your Assignment or Sale of Substantially All of Your Assets. You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have granted the Franchise in reliance upon your individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Unless otherwise provided with respect to an assignment to an entity as described in Section 13(E) below, neither the Franchise nor the Franchised Business (or any interest) nor substantially all of the assets nor any part or all of your ownership may be voluntarily, involuntarily, directly or indirectly, assigned, sold, subdivided, sub franchised or otherwise transferred by you or other owners (including by merger or consolidation, by a transfer involving a trust, by transfer of an interest in Franchisee or in this Agreement in a divorce proceeding, or if you or any Principal Owner dies, by will, declaration of or transfer in trust or the laws of the intestate succession) (a "Transfer") without our prior written consent. Any Transfer without our consent constitutes a breach and conveys no rights to or interests in the Franchise, the Franchised Business or the assets.

C. Conditions for Approval of Assignment or Sale of Assets. If you and all Principal Owners are in full compliance with this Agreement, we will not unreasonably withhold our consent to a Transfer, provided you comply with any or all of the following conditions which we may, in our discretion, deem necessary:

1. All of your accrued monetary obligations to us and our affiliates have been satisfied, and you otherwise are in good standing under this Agreement and all other agreements between you and us or our affiliates;

2. The proposed transferee and Principal Owners (if applicable) are approved by us and demonstrates to our satisfaction that they meet our then-current managerial, financial and business standards for new COMPLETE WEDDINGS + EVENTS businesses, and the proposed

operating manager is of good moral character and has sufficient business experience, aptitude and financial resources to operate the Franchised Business;

3. The transferee (a Principal Owner and/or the operating manager) agrees to successfully complete the training program required of new franchisees;

4. If required, the lessor of the premises of the Franchised Business has consented to your assignment or sublease of premises to the proposed transferee;

5. The transferee enters into a written agreement, in form satisfactory to us, assuming and agreeing to discharge all of your obligations and covenants under this Agreement for the remainder of your term or, at our option, signs our then-current standard form of franchise agreement (which may contain materially different terms and conditions than this Agreement) and each new Principal Owner signs a personal guaranty in the form attached to the franchise agreement;

6. You pay us a transfer fee equal to 30% of our then-current standard initial franchise fee applicable to new COMPLETE WEDDINGS + EVENTS franchisees;

7. You (and each Principal Owner, if applicable) sign a general release, in a form and substance satisfactory to us, of any and all claims against us and our affiliates, officers, directors, employees and agents, except to the extent limited or prohibited by applicable law;

8. We have reviewed and consented to the material terms and conditions of assignment or sale of assets and have determined that the price and terms of payment are not so burdensome as to materially affect the future operation of the Franchised Business by the transferee; and

9. You (and each Principal Owner, if applicable) sign an agreement, in form satisfactory to us, in which you and each Principal Owner covenant to observe the post-termination non-solicitation covenant and covenant not to compete contained herein and all other applicable post-termination obligations.

Our consent to a Transfer subject to the restrictions of Sections 13(B) and 13(C) do not constitute a waiver of any claims we may have against you, nor is it deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the Franchise by the transferee.

D. Death or Disability. If you (or if you are an entity, a Principal Owner who also serves as the operating manager of the Franchised Business) die or are permanently disabled, the remaining Principal Owners (or your executor or other personal representative) must appoint a competent operating manager acceptable to us within a reasonable time, not to exceed 30 days, from the date of death or permanent disability. "Permanent disability" means any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations stated in this Agreement for at least 90 consecutive days and from which condition recovery within 90 days from the date of determination of disability is unlikely. The appointed operating manager must satisfactorily complete our initial training program. If the Franchised Business is not managed by an operating manager we have approved within 30 days after death or permanent disability, we reserve the right to terminate this Agreement pursuant to Section 15 below.

If you (or if you are an entity, a Principal Owner who also serves as the operating manager of the Franchised Business) die or are permanently disabled, your/his/her executor, administrator, or other

personal representative must transfer your/his/her interest within a reasonable time, not to exceed 12 months from the date of death or permanent disability, to a person we approve. Such transfers, including transfers by devise or inheritance, will be subject to conditions contained in Section 13(C) above.

E. Assignment to a Corporation or Limited Liability Company. Upon 30 days' prior written notice to us, the Franchise and the assets and liabilities of the Franchised Business may be assigned, by an agreement in form and substance we approve, to a corporation or limited liability company that conducts no business other than the Franchised Business (or other COMPLETE WEDDINGS + EVENTS businesses under franchise agreements granted by us), which you actively manage and in which you own and control all of the voting equity interests in a corporation, limited liability company or partnership. An assignment does not relieve you of your obligations, and you remain jointly and severally liable for all obligations. The organizational documents of any corporation or limited liability company which becomes the franchisee must state that the issuance and assignment of any interest is restricted by the terms of Sections 13(B) and 13(C) of this Agreement and all issued and outstanding stock certificates of the corporation must bear a legend reflecting or referring to the restrictions of Sections 13(B) and 13(C). There is no assignment fee due for a transfer in compliance with this Section 13(E).

Any person who is or becomes your shareholder or member directly or indirectly owning a 10% or greater interest in you is deemed a "Principal Owner" and must sign the Personal Guaranty attached hereto as Schedule 1 (the "Guaranty Agreement"). If any corporation or other entity other than a partnership is a Principal Owner, a "Principal Owner" also will mean a shareholder or owner of a ten percent (10%) or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a "Principal Owner" also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a ten percent (10%) or greater interest in such general partner. You must furnish to us at any time upon request a certified copy of the articles of incorporation or articles of organization and a list, in a form we require, of all shareholders or members of record and all persons having beneficial ownership of shares of stock, reflecting their respective interests in you. You must ensure that any proposed new Principal Owner signs the Guaranty Agreement.

F. Public or Private Offerings. Subject to Section 13(C) above, if you (or any of your Principal Owners) desire to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures or general or limited partnership interests) in you or your affiliate, you agree to submit any written information to us before you include that information in any registration statement, prospectus or similar offering circular or memorandum and must obtain our written consent to the method of financing before any offering or sale of securities. Our written consent will not imply or represent our approval respecting the method of financing, the offering literature submitted to us or any other aspect of the offering. No information respecting us or any of our affiliates will be included in any securities disclosure document, unless we furnish the information in writing in response to your written request, which request will state the specific purpose for which the information is to be used. Should we, in our discretion, object to any reference to us or any of our affiliates in the offering literature or prospectus, the literature or prospectus will not be used unless and until our objections are withdrawn. We assume no responsibility for the offering.

The prospectus or other literature utilized in any offering must contain the following language in bold-face type on the first textual page:

> "NEITHER COMPLETE MUSIC, INC. NOR ANY OF ITS AFFILIATES: (A) IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED, (B) ASSUMES ANY RESPONSIBILITY RESPECTING THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED HEREIN,

OR (C) ENDORSES OR MAKES ANY RECOMMENDATION RESPECTING THE INVESTMENT CONTEMPLATED BY THIS OFFERING."

G. Our Right of First Refusal. If you or any owner at any time determines to sell or to transfer for consideration the Franchise, the Franchised Business (or an interest therein) or an ownership interest in Franchisee, you, or any owner must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must submit an exact copy of the offer to us. We have the right, exercisable by written notice delivered to you or any owner within 30 days from the date of delivery of an exact copy of the offer to us, to purchase interest in the Franchised Business or ownership interest for the same price and on the same terms contained in the offer. We have the option to substitute cash for any form of payment proposed in the offer and has a minimum of 60 days to prepare for closing. If we do not exercise our right of first refusal, you or any owner may complete the sale to purchaser on the terms of the offer (subject to the restrictions in Sections 13(B) and (C) above) provided that if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or if there is a material change in the terms of the sale, we again have the right of first refusal.

## 14. TERM AND RENEWAL OF FRANCHISE

A. Term. The term of this Agreement will be for ten (10) years commencing on the Effective Date of this Agreement.

B. Your Right to Renew. You will have the right to enter into a successor agreement for the Franchise for one additional renewal term of 10 years, provided you satisfy the following conditions respecting the renewal term:

1. You have given us written notice at least 180 days but no more than 365 days before the end of the term of this Agreement, or the end of the renewal term of this Agreement, of your intention to enter into a successor agreement;

2. You have complied with all of the material provisions of this Agreement and all other agreements between you and us or any of our respective affiliates, including the payment of all monetary obligations you owe to us or our affiliates, and have complied with our material operating and quality standards and procedures;

3. You provide documentation satisfactory to us that you (a) have the right to maintain possession of the premises of the Franchised Business during the renewal term and have, at your expense, made such reasonable capital expenditures necessary to remodel, modernize and redecorate the Franchised Business premises and to replace and modernize the décor, supplies, fixtures, signs and equipment used in operating the Franchised Business so that the Franchised Business reflects the then-current physical appearance of new COMPLETE WEDDINGS + EVENTS businesses, or (b) can secure a new location within the Protected Area to which we have consented (and our consent will not be unreasonably withheld) and you agree to make all required improvements to the Franchised Business premises and install all required fixtures and equipment in compliance with our then-current standards and specifications for new COMPLETE WEDDINGS + EVENTS businesses;

4. Both a Principal Owner and operating manager (if the operating manager is not a Principal Owner) must complete, to our satisfaction, any new training and refresher programs as we may reasonably require. You are responsible for travel, living and compensation costs of attendees;

5. You pay to us a fee equal to $5,000 (the "Renewal Fee") when you provide notice of your intent to renew the Franchise Agreement;

6. You sign our then-current standard franchise agreement which may differ materially from the provisions of this Agreement; provided that you will be required to pay the Renewal Fee in lieu of the initial franchise fee stated in the then-current Franchise Agreement; and

7. You and each Principal Owner sign a general release, in form acceptable to us, of all claims against us and our affiliates, officers, directors, employees, and agents.

15. TERMINATION OF THE FRANCHISE

A. By Us – Effective Upon Notice. You will be in default, and we will have the right, at our option, to immediately terminate this Agreement and all rights granted to you hereunder without affording you any opportunity to cure, effective upon your receipt of notice of termination, upon the occurrence of any of the following events:

1. If you fail on 3 or more separate occasions within any 12 consecutive month period to comply with this Agreement, whether or not the failure to comply is corrected after notice is delivered to you;

2. You make a material misrepresentation or omission in the application for the Franchise;

3. You or any Principal Owner are convicted of or plead no contest to a felony or are convicted of or plead no contest to any crime or offense that may adversely affect the reputation of the Franchised Business or the goodwill associated with the Licensed Marks;

3. You make an unauthorized Transfer respecting this Agreement or the Franchised Business;

4. You make any unauthorized use of the Licensed Marks or unauthorized use or disclosure of the Confidential Information or Operations Manual;

5. You become insolvent by reason of your inability to pay debts as they become due or make an assignment for the benefit of creditors or an admission of your inability to pay obligations as they become due;

6. You file a voluntary petition in bankruptcy, your creditors take any action against you against under any insolvency, bankruptcy or reorganization act, you are insolvent within the meaning of any applicable state or federal law, you make an assignment for the benefit of creditors or enter into any similar arrangement to dispose of your assets for the benefit of creditors, a final judgment remains unsatisfied or of record against you or the Franchised Business for 90 days or longer, or if execution is levied against any substantial part of your assets or your Franchised Business;

7. You abandon or fail to actively operate the Franchised Business, unless precluded from doing so by a "force majeure" event as described in Section 18(K) below;

8. You operate the Franchised Business in a manner that presents an immediate threat or danger to the health or safety hazard of customers, employees or to the public and you fail to cure such breach within 24 hours following notice from us; or

9. You violate any of the covenants contained in Section 12 above.

B. By Us – 30 Day Notice and Cure Period. We will have the right to terminate this Agreement (subject to any state laws to the contrary, where state law prevail), effective upon 30 days' written notice to you, if you breach any of the following provisions, and fail to cure the default during such 30-day period:

1. You fail to timely open the Franchised Business for business as provided herein, or fail to satisfactorily complete our initial training program as described in Section 3(A) above;

2. You lose the right to occupy the premises of the Franchised Business and fail to obtain an alternative site;

3. You fail to attend any supplemental or refresher training programs required pursuant to Section 3(A);

4. You fail to timely pay royalty fees, advertising contributions, or any other amounts due to us or our affiliates;

5. You violate any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Franchised Business;

6. You fail to maintain any insurance policy required hereunder;

7. You fail to comply with the Performance Standard requirement respecting levels of annual Gross Receipts; or

8. You fail to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by us, including any procedure or requirement set forth in the Operations Manual or any standard relating to image or customer service or treatment.

16. YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. Post-Term Duties. If this Agreement expires or is terminated for any reason, you will:

1. immediately cease operating the Franchised Business and using the Licensed Marks as well as any confusingly similar trademarks or service marks;

2. within ten (10) days after termination, pay all amounts due and owing to us or our affiliates, including all royalty fees, media maintenance fees, Fund fees, technology fees, any other amounts, and accrued interest due under this Agreement;

3. discontinue using, and return to us by priority United States mail with a tracking number, any hard copies of, the Operations Manuals and any other manuals, advertising materials, and all other printed materials relating to the operation of the Franchised Business;

4. assign to us or, at our discretion, disconnect the telephone number for the Franchised Business. You acknowledge that we have the sole right to and interest in all telephone numbers and directory listings associated with the Licensed Marks, and you authorize us, and appoint us as your attorney-in-fact, to direct the telephone company and all listing agencies to transfer such numbers and listings to us;

5. remove from the Franchised Business premises all signs, posters, fixtures, decals, wall coverings and other materials that are distinctive of a COMPLETE WEDDINGS + EVENTS business or bear the name "COMPLETE WEDDINGS + EVENTS" or other Licensed Marks;

6. comply with all post-termination obligations under the Software Access Agreement, including the return of all materials relating to the Proprietary Software;

7. take all necessary action to cancel all fictitious or assumed name or equivalent registrations relating to your use of any of the Licensed Marks;

8. immediately cease using Confidential Information (including all Customer Data) and return to us all documents in your possession that contain Confidential Information; and

9. comply with all other applicable provisions of this Agreement, including the non-compete provisions.

B. Cease Using the Licensed Marks. Upon termination or expiration of this Agreement for any reason, your right to use the name "COMPLETE WEDDINGS + EVENTS" and the other Licensed Marks and the System will immediately terminate and you (and the Principal Owners) will not in any way associate yourself/themselves as being associated with us. If you fail to immediately remove all signs and other materials bearing the Licensed Marks, we may do so at your expense.

C. Redecoration. If this Agreement expires or is terminated for any reason, and you either remain in possession of the premises of the former Franchised Business to operate a separate business not in violation of Section 12 above or enter into an agreement with a third party to allow such third party to directly operate a business at the premises of the former Franchised Business, you will, at your expense, modify both the exterior and interior appearance of the business premises so that they will be easily distinguished from the standard appearance of COMPLETE WEDDINGS + EVENTS businesses. At a minimum, such changes and modifications to the premises will include: (1) repainting the premises with totally different colors; (2) removing all signs and other materials bearing the name COMPLETE WEDDINGS + EVENTS and other Licensed Marks; (3) removing from the premises all fixtures which are indicative of COMPLETE WEDDINGS + EVENTS businesses; (4) discontinuing use of the approved employee uniforms and refraining from using any uniforms that are confusingly similar; (5) discontinuing use of all packaging and Confidential Information regarding the operation of the Franchised Business; and (6) taking such other action, at your expense, as we may reasonably require. If you fail to immediately initiate modifications to the premises of the former Franchised Business or complete such modifications with any period of time we deem appropriate, you agree that we or our designated agents may enter the premises of the former Franchised Business to make such modifications, at your risk and expense, without responsibility for any actual or consequential damages to your property or others, and without liability for trespass or other tort or criminal act.

D. Our Right to Purchase Franchised Business. If this Agreement expires (without renewal) or we terminate this Agreement in accordance with its provisions or you terminate this Agreement without cause, we have the option, exercisable by giving written notice within 30 days from the date of expiration or termination, to purchase from you all the tangible assets (including inventory of saleable products, materials, supplies, and any and all signs, equipment, leasehold improvements and fixtures owned by you) of the Franchised Business (collectively, the "Purchased Assets") and, at our option, to an assignment of your lease for the premises of the Franchised Business (or, if an assignment is prohibited, a sublease for the full remaining term and on the same terms and conditions as your lease). We have the unrestricted right to assign this option to purchase and assignment of leases separate and apart from the remainder of this Agreement.

The purchase price for the Franchised Business will be the Book Value (as defined below) of the Purchased Assets. "Book Value" means the net book value of the Purchased Assets, as disclosed by the balance sheet of the last monthly statement of the Franchised Business required to have been submitted to us pursuant to Section 11(B) before termination or expiration, provided, however, that: (1) each depreciable asset is valued as if it had been depreciated on a "straight-line" basis from the date of its acquisition over its useful life without provision for salvage value; and (2) we may exclude from the Purchased Assets any fixtures, equipment, furniture, signs, products, materials or supplies of the Franchised Business that have not been acquired in compliance with this Agreement. No value will be attributed to the assignment of any lease (or sublease) for the premises or the assignment of any lease for any other tangible assets used in connection with the Franchised Business, and we are not required to pay any separate consideration for any assignment or sublease.

If we are not satisfied, for whatever reason, with the accuracy or fairness of any financial statements, or none has been submitted, Book Value will be determined by an audit to be conducted by the certified public accountant or firm of certified public accountants regularly employed by us, the cost of which will be borne equally by you and us. The audit results will be final and binding on both parties.

The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will take place no later than 60 days after the delivery of our notice of election to purchase the Franchised Business (unless Book Value is determined by audit, in which case the closing will take place within a reasonable time, not to exceed 60 days, after the results of the audit are made available), at which time you must: (1) deliver instruments transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee, with all sales and other transfer taxes paid by you; (2) transfer or assign all licenses or permits which may be assigned or transferred; (3) assign to us or our designee your leasehold interests to the premises of the Franchised Business or, if an assignment is prohibited, sublease the same to us or our nominee for the full remaining term and on the same terms and conditions as your lease, including renewal and/or purchase options; and (4) assign to us or our designee any leases for any other tangible assets used in connection with the Franchised Business. If you cannot deliver clear title to all of the purchased assets above, or if there are other unresolved issues, the closing of the sale will, at our option, be accomplished through an escrow. We have the right to set off against and reduce the purchase price by any and all amounts you owe us or any of our affiliates.

E. Damages for Early Termination. You acknowledge and agree that, in addition to all other available remedies, we will have the right to recover from you and each Principal owner(s) (as a guarantor of you) all lost future royalty fees and Fund fees through and including the remainder of the then-current term of this Agreement if we terminate this Agreement as described in Sections 15(B) and 15(C) above due to your breach of this Agreement. The amount of such damages will equal the total royalty fees and Fund fees for the 12 month period prior to the date of termination multiplied by the number of years then remaining of the original term of this Agreement.

F. Continuing Obligations. All obligations of us and you which expressly or by their nature survive the expiration or termination of this Agreement continue in full force and effect after its expiration or termination and until they are satisfied or expire.

## 17. DISPUTE RESOLUTION

A. Mediation. Except as otherwise stated in this Section 17(A), the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement (and attachments) or the relationship created by this Agreement to non-binding mediation before bringing such claim, controversy or dispute to arbitration or to a court. The mediation will be conducted either through an individual mediator or a mediator appointed by a mediation services organization, experienced in the mediation of disputes

between franchisors and franchisees, agreed upon by the parties. If the parties do not agree upon a mediator or mediation services organization within fifteen (15) days after either party has notified the other of its desire to seek mediation, the dispute will be mediated by the American Arbitration Association at our corporate headquarters. The costs and expenses of mediation, including compensation of the mediator, will be borne equally by the parties. If the parties cannot resolve the claim, controversy or dispute within sixty (60) days after conferring with the mediator, either party may commence an action as provided for under Section 17(B) below. Either party may bring an action under the applicable provisions of this Section 17 without first submitting the action to mediation under this Section 17(A): (1) for monies owed, or (2) for injunctive relief.

B. Arbitration. Except to the extent we elect to enforce the provisions of this Agreement by injunction as provided in Section 17(C) below, all disputes, claims and controversies between the parties, whether arising under or in connection with this Agreement or the negotiation, making, performance, breach or interpretation thereof (including claims of fraud in the inducement and other claims of fraud in the arbitrability of any matter) that have not been settled by or are not otherwise subject to mediation as described in Section 17(A) above will be resolved by arbitration on an individual basis under the authority of the Federal Arbitration Act in Omaha, Nebraska. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. The proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association, or the rules of such other arbitration services organization as the parties otherwise may agree upon in writing, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Federal Arbitration Act. The decision of the arbitrator(s) will be final and binding on all parties; provided, however, the arbitrator(s) may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by us. The binding or preclusive effect of any award will be limited to the actual dispute or claim arbitrated, and to the parties, and will have no collateral effect on any other dispute or claim of any kind. This Section 17 will survive termination or nonrenewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceeding, we and you will fully perform our respective obligations under this Agreement.

C. Injunctive Relief. Notwithstanding Sections 17(A) and (B) above, you recognize that a single franchisee's failure to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all other COMPLETE WEDDINGS + EVENTS businesses. Therefore, if you breach or threaten to breach any of the terms of this Agreement, then, to the greatest extent permitted by applicable law, we will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual or irreparable damage and without the need to post bond for security, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until such time as a final and binding judicial determination is made.

D. Costs and Attorneys' Fees. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal proceeding before a court of competent jurisdiction or arbitrator, or if we or you must enforce this Agreement in a judicial or arbitration proceeding, the party prevailing is entitled to reimbursement of its costs and expenses incurred, including reasonable accounting and legal fees.

18. ENFORCEMENT

A. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any

applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or non-renewal of this Agreement than is required, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by us are invalid or unenforceable, the prior notice and/or other action required by law or rule will be substituted for the comparable provisions.

B. Waiver of Obligations. Our waiver of any breach by you, or our delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights respecting that or any other breach. No waiver by us of any rights under this Agreement will be valid or binding upon us unless we provide that waiver in writing and sign it.

C. Rights of Parties are Cumulative. The rights of us and you are cumulative and no exercise or enforcement by either party of any right or remedy precludes the exercise or enforcement by such party of any other right or remedy to which such party is entitled by law or equity to enforce.

D. Governing Law. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act, this Agreement will be governed by and construed under by the substantive laws of the State of Nebraska. The parties agree that the Nebraska Franchise Practices Act or any other state law or regulation applicable to the offer or sale of franchises or the franchise relationship, will not apply unless the jurisdictional provisions are independently met.

E. Venue and Jurisdiction. Subject to the provisions of Sections 17(A) and 17(B), any cause of action, claim, suit or demand allegedly arising from or related to this Agreement or the relationship of the parties must be brought exclusively in any state or federal court of competent jurisdiction in the county where our headquarters is located, currently Douglas County, Nebraska. We also have the right to file any such suit against you in the federal or state court where the Franchised Business is located. Any such action will be conducted on an individual basis, and not as part of a consolidated, common, or class action, and you and your Principal Owners waive any and all rights to proceed on a consolidated, common, or class basis. Each of us and you irrevocably consent to the jurisdiction of such courts and waive all rights to challenge personal jurisdiction and venue.

F. Binding Effect. This Agreement is binding on us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and permitted successors in interest. Subject to our right to modify the Operations Manual and the System, this Agreement may not be modified except by a written agreement signed by both our and your authorized officers. Except as provided above, this Agreement is not intended, and will not be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

G. References. If you consist of two or more individuals, such individuals will be jointly and severally liable, and references to you in this Agreement will include all such individuals.

H. Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement and the relationship between the parties:

1. Our Rights. Whenever this Agreement provides that we have or reserve (retain) a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

2. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree or are required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other individual interest of ours. Examples of items that will promote or benefit the System include enhancing the value of the Licensed Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither you nor any third party (including a trier of fact), will substitute their judgment for our reasonable business judgment.

I. **WAIVER OF PUNITIVE DAMAGES. YOU AND WE AND OUR AFFILIATES AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR A CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN US, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY US.**

J. **WAIVER OF JURY TRIAL. YOU AND WE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

K. Force Majeure. If any party fails to perform any obligation under this Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances. Such causes (a "force majeure event") include strikes, wars, riots, civil commotion, and acts of government, except as may be specifically provided for elsewhere in this Agreement.

L. Notice of Potential Profit. We advise you that we and/or our affiliates periodically may make available to you goods, products and/or services for use in the Franchised Business on the sale of which we and/or our affiliates may make a profit. We further advise you that we and our affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to you or in consideration for services provided or rights license to such persons. You agree that we and our affiliates will be entitled to such profits and consideration.

M. Limitation of Actions. Subject to any applicable statute of limitations, you and we agree that neither party will have the right to bring any claim or action against the other party unless the action or claim is commenced within one (1) year after the offended party has knowledge of the facts giving rise to the action or claim.

N. Entire Agreement. The Introduction, schedules to this Agreement, and the Disclosure Acknowledgment Agreement signed contemporaneously with this Agreement are a part of this Agreement, which represents the entire agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in the Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you

O. Construction. Except as otherwise expressly provided, nothing in this Agreement is intended, nor is deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Agreement. The "you" as used in this Agreement is applicable to one or more persons, a corporation, partnership or limited liability company, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time you (the franchisee) under this Agreement, their obligations and liabilities to us are joint and several. References to "you" and "transferee" which are applicable to an individual or individuals mean the owner or owners of the equity or operating control of you or the assignee, if you or the assignee are a corporation, partnership or limited liability company.

19. NOTICES

All written notices and reports permitted or required to be delivered by the provisions of this Agreement are deemed so delivered at the time delivered by hand one (1) business day after having been sent by a recognized overnight delivery service requiring a written receipt, three (3) business days after having been placed in the U.S. Mail by registered or certified mail, return receipt requested, or by such other means which provides the sender with evidence of delivery, or of rejected delivery, and addressed to the party to be notified at the address stated herein or at such other address as may have been designated in writing to the other party. Any notice by a means which provides the sender with evidence of delivery, or rejected delivery, will be deemed to have been given at the date and time of receipt or rejected delivery.

20. ACKNOWLEDGEMENTS

A. Receipt of Documents. You represent and acknowledge that you have received our Franchise Disclosure Document at least 14 calendar days before the date of the execution of this Agreement, and that a copy of this Agreement with all blanks filled was received from us at least 7 calendar days before the date of execution of this Agreement.

B. Other Franchises. You acknowledge that other COMPLETE WEDDINGS + EVENTS businesses have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement.

The parties have executed this Agreement as of the Effective Date.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **COMPLETE MUSIC, INC.** | (If Franchisee is a corporation or LLC) |
| | _____ |
| | Name of Corporation or LLC |
| By:_____ | By:_____ |
| Name (Print): Eric Maas | Name (Print): _____ |
| Title: President, Secretary & Director | Title:_____ |

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

Name (Print): _____

_____
Franchisee

Name (Print): _____

**SCHEDULE 1**
**TO THE**
**FRANCHISE AGREEMENT**

**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

In consideration of, and as an inducement to, the execution of the Franchise Agreement of even date (the "Agreement") by Complete Music, Inc. ( "we" or "us"), each of the undersigned (a "Guarantor"), each of whom has a significant economic stake in _____ (the "franchisee") by virtue of holding equity interests in the franchisee, personally, irrevocably and unconditionally guarantees to us, and our successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that the franchisee will timely pay and perform each and every undertaking, agreement and covenant stated in the Franchise Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every such undertaking, agreement and covenant, and other provision in the Franchise Agreement.

Each of the undersigned waives: (1) acceptance and notice of acceptance by us of the foregoing undertaking; (2) notice of demand for payment of any obligation or indebtedness hereunder; (3) protest, demand, presentment, notice of protest, default, notice of intent to accelerate, and notice of acceleration, to any party respecting the obligation or indebtedness hereunder; and (4) any right he or she may have to require that an action be brought against the franchisee or any other person as a condition of liability hereunder.

Each Guarantor consents and agrees that:

(1) Guarantor's liability under this guaranty will be direct and independent of the liability of, and will be joint and several with, the franchisee and the other Guarantors of the franchisee.

(2) Guarantor will make any payment or perform any obligation required under the Franchise Agreement upon our demand if the franchisee fails to do so.

(3) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of the franchisee or any assignee or successor of the franchisee.

(4) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit that we may grant to the franchisee, including the acceptance of any partial payment or performance, any delay on our part in enforcing our rights under the Franchise Agreement, or any waiver, compromise or release of any claims.

(5) We may proceed against Guarantor and the franchisee jointly and severally, or we may, at our option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against the franchisee or any other Guarantor.

(6) Guarantor's liability hereunder will be an open and continuing guarantee and will continue in force notwithstanding any subsequent amendment to the Franchise Agreement or any renewal, expiration or termination of the Franchise Agreement. Our rights hereunder are transferable without the Guarantor's consent, and will benefit our successors and assigns.

(7) Guarantor will pay all reasonable attorneys' fees and all costs and other expenses we incur in enforcing this guaranty against Guarantor or any negotiations relative to the obligations hereby guaranteed.

(8) The dispute resolution provisions contained in Section 17 of the Franchise Agreement and related enforcement provisions contained in Section 18 of the Franchise Agreement are incorporated herein

by reference. Guarantor irrevocably consents to the jurisdictional requirements outlined in such Sections and waives all rights to challenge personal jurisdiction and venue.

(9) If any provision of this Guaranty and Assumption of Obligations is construed by a court of competent jurisdiction to be unenforceable, then the offending provision will be severed from this undertaking and the remainder of this undertaking will be unaffected thereby.

The undersigned Guarantor has signed this Guaranty and Assumption of Obligations as of the same day and year as the Agreement was signed.

| **GUARANTOR(S)** | **PERCENTAGE OWNERSHIP IN FRANCHISEE** |
|---|---|
| By: _____ | _____ |
| Name (Print): _____ | |
| By: _____ | _____ |
| Name (Print): _____ | |
| By: _____ | _____ |
| Name (Print): _____ | |
| By: _____ | _____ |
| Name (Print): _____ | |

**SCHEDULE 2**
**TO THE FRANCHISE AGREEMENT**

**PROTECTED AREA**

1. Protected Area. The parties to this Agreement agree that you will locate and operate your Franchised Business within the following area:

(The Protected Area is depicted on the map attached to this Schedule 2. However, if there is an inconsistency between the language in this Schedule 2 and the attached map, the language in this Schedule 2 shall control. All street boundaries will be deemed to end at the street center line unless otherwise specified.)

2. Opening. You agree to complete the development and open the Franchised Business for business within three months following the Effective Date.

3. Defined Terms. All capitalized or initial capitalized terms contained in this Schedule and not defined in this Schedule shall have the same meaning as ascribed to them in the Franchise Agreement.

**FRANCHISOR:**

**COMPLETE MUSIC, INC.**

By:_____

Name (Print): Eric Maas

Title: President, Secretary & Director

**FRANCHISEE:**

(If Franchisee is a corporation or LLC)

_____
Name of Corporation or LLC

By:_____

Name (Print): _____

Title:_____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

Name (Print): _____

_____
Franchisee

Name (Print): _____

## PROTECTED AREA MAP

**SCHEDULE 3**
**TO THE FRANCHISE AGREEMENT**

**PERFORMANCE STANDARD**

1. Performance Standard. You agree to achieve and maintain the following level of annual Gross Receipts for the Franchised Business during the respective years of operation:

| TIMING | MINIMUM ANNUAL GROSS RECEIPTS |
|---|---|
| 18 Months After Opening | $75,000 |
| 30 Months After Opening | $150,000 |
| 42 Months After Opening | $300,000 |
| 54 Months After Opening Through The Expiration Of The Franchise Agreement | $400,000 |

2. Forfeiture of Rights of Exclusivity and Termination. If you fail to comply with the applicable Performance Standard above, we reserve the right to cancel all of your rights of exclusivity in the Protected Area and/or pursue our rights of termination under Section 15(C) of the Franchise Agreement.

3. Defined Terms. All capitalized or initial capitalized terms contained in this Schedule and not defined herein will have the same meaning as stated in the Franchise Agreement.

**FRANCHISOR:**

**COMPLETE MUSIC, INC.**

By:_____

Name (Print): Eric Maas

Title: President, Secretary & Director

**FRANCHISEE:**

(If Franchisee is a corporation or LLC)

_____
Name of Corporation or LLC

By:_____

Name (Print): _____

Title:_____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

Name (Print): _____

_____
Franchisee

Name (Print): _____

**SCHEDULE 4**
**TO THE FRANCHISE AGREEMENT**

**SOFTWARE ACCESS AGREEMENT**

THIS SOFTWARE ACCESS AGREEMENT (this "Agreement"), between Complete Music, Inc. (the "Company"), and the COMPLETE WEDDINGS + EVENTS® franchisee listed at the end of this Agreement ("Licensee"), is effective as of _____ (the "Effective Date").

BACKGROUND

A. The Company and Licensee have entered into a Franchise Agreement (the "Franchise Agreement") under which Licensee will operate a COMPLETE WEDDINGS + EVENTS® franchised business at a designated site (the "Franchised Business"). Under the Franchise Agreement, Licensee must use the proprietary software owned by the Company in operating the Franchised Business (the "Software").

B. The Company has contracted with a third-party hosting service to host the Software on a wide-area network (the "Hosting Service"). Licensee desires to access the Software through the Hosting Service for Licensee's Franchised Business.

AGREEMENT

In consideration of the foregoing and the agreements stated below, the parties agree as follows:

1. ACCESS TO SOFTWARE

The Company grants to Licensee a non-transferable and non-exclusive right to access the Software through the Hosting Service for use solely in connection with the operation and management of the Franchised Business.

2. RESTRICTIONS ON USE

A. General. Licensee may use the Software only as permitted under the terms of this Agreement. Licensee cannot use the Software for any other use, including copying or reproduction; processing of data arising other than from the internal operations of the Franchised Business; disassembling, reverse engineering, or accessing the source code of the Software; publication or disclosure; license, sublicense or re-license; alteration; or unauthorized assignment or transfer. Licensee will use its best efforts to protect the Software at all times from any unauthorized use.

B. Multiple Locations. This Agreement applies only to one Franchised Business location. If Licensee operates more than one Franchised Business, Licensee and the Company must enter into a separate Agreement for each Franchised Business location.

3. HOSTING SERVICE

A. Connectivity. Licensee must provide Wide Area Network (WAN) connectivity, either Internet–based or private connection, from Licensee's site with sufficient bandwidth to meet Licensee's use demands. Licensee must use the current version of a compatible browser configuration as specified by the Company. Licensee will comply with the Company's minimum hardware and software requirements, as disclosed and periodically updated in the Company's confidential franchise operations manuals (the "Operations Manual").

B. Security. Company will administer the distribution and assignment of logon identities and passwords for each user in Licensee's organization. Licensee is responsible for keeping and maintaining the security of the passwords. The Company will not be responsible for unauthorized access to Licensee's data that results from Licensee's failure to keep secure the assigned passwords.

C. Backup. The Hosting Service will maintain a copy of data for a reasonable period of time. Neither the Company nor the Hosting Service will be liable for lost data, materials or information.

4. MONTHLY SUPPORT FEE

Licensee will pay the Company the Website, CRM and Technology Support Fee as detailed in the Franchise Agreement for the support and maintenance services described herein and for accessing the software. Licensee is responsible for any sales, excise, use or value-added taxes applicable to the Software or this Agreement. The Company reserves the right to periodically increase the Website, CRM and Technology Support Fee.

5. SUPPORT AND MAINTENANCE

A. Company Support Services. The Company will provide help desk to answer questions related to functionality of the Software; and correct identifiable and reproducible program errors in the Software. Help desk services are not a substitute for training or consulting services. Training documentation is provided for Licensee to train its own employees. Training classes may also be offered for additional fees.

B. Software Updates. The Company may, in its sole discretion, periodically release updates, modifications and enhancements respecting the Software. Licensee will install any fixes, updates, modifications or enhancements which the Company designates as mandatory. The Company may charge a reasonable fee for its services, including any services or expenses relating to updates, modifications, and enhancements to the Software which it elects to release.

6. CONFIDENTIALITY

A. Confidential Information. The Company and Licensee agree that all provisions in the Franchise Agreement respecting "Confidential Information" (as defined in the Franchise Agreement) will apply to this Agreement.

B. Customer Data. The Company and Licensee agree that all provisions in the Franchise Agreement respecting "Customer Data" (as defined in the Franchise Agreement) will apply to this Agreement. The Company periodically will establish policies (the "Policies") respecting the use of and restrictions on the use of Customer Data. Each of the Company and Licensee acknowledge that some or all of the Customer Data may be confidential in nature and that some or all of the Customer Data may represent Confidential Information. The parties agree to maintain the confidentiality of such Customer Data; provided, however, that each party may use the Customer Data for purposes permitted in the Franchise Agreement and the Policies.

7. INDEMNIFICATION FOR THIRD PARTY INFRINGEMENT CLAIMS

A. Indemnification of Licensee for the Software. The Company does not have actual knowledge of any claim that the Software infringes upon a third party's patent, copyright or other proprietary right. If a third party asserts such an infringement claim against Licensee, Licensee will immediately notify the Company in writing. The Company will have the right (but not the obligation) to

defend any such claim, at the Company' expense, and Licensee will cooperate with the Company with respect to such defense. In the event of any such claim, Licensee will, at the Company's direction, immediately discontinue using the Software. The Company will either modify the Software so as to make it non-infringing, replace the Software with such other non-infringing software as the Company may furnish to Licensee or discontinue using the Software without compensation to Licensee. The Company will not be liable to Licensee if an infringement claim is based on Licensee's unauthorized use or modification of the Software.

B. Licensee Indemnification of Company and Software Licensor. In addition to Licensee's indemnification obligations under the Franchise Agreement, Licensee will hold harmless, indemnify and defend the Company and Software Licensor against all claims and will pay all costs, damages and reasonable attorneys' fees, arising out of or resulting from Licensee's failure to comply with all applicable terms of this Agreement.

8. WARRANTY DISCLAIMER

THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING NON-INFRINGEMENT (EXCEPT AS PROVIDED IN SECTION 7(A) ABOVE), MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT USE OF THE SOFTWARE WILL BE FREE FROM MINOR INTERRUPTIONS.

9. LIMITATION ON DAMAGES

THE LIABILITY OF THE COMPANY TO LICENSEE WILL NOT EXCEED THE AMOUNTS LICENSEE PAYS TO THE COMPANY UNDER THIS AGREEMENT. NEITHER THE COMPANY NOR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES OR REPRESENTATIVES WILL BE LIABLE TO LICENSEE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) RELATED TO THIS AGREEMENT OR RESULTING FROM LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, THAT ARISE FROM ANY CAUSE OF ACTION, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF THE COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

10. PROPRIETARY RIGHTS

Other than the access granted under this Agreement, no right, title or interest in all or any portion of the Software is conveyed or assigned to Licensee, either expressly or by implication, under this Agreement, including any patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property associated with the Software.

11. TERM AND TERMINATION

This Agreement commences on the Effective Date and continues until the current term of the Franchise Agreement terminates or expires, unless this Agreement is earlier terminated under this Section. The Company may terminate this Agreement: (1) immediately upon written notice to Licensee if Licensee violates Sections 1(B) or 6 above or if Licensee makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; (2) if Licensee violates any provision of this Agreement and fails to cure such violation within thirty (30) days or such shorter time as the Company deems reasonably necessary to avoid termination of the Licensor Agreement; (3) Licensee ceases to have

the right to operate the Franchised Business; or (4) otherwise upon termination of the Licensor Agreement, provided the Company offers to Licensee substitute software and services with capabilities reasonably necessary to operate the Franchised Business and Licensee agrees to sign a new license or access agreement in the form the Company reasonably directs. In addition, the Company has the right to terminate this Agreement as it applies to the Software upon sixty (60) days' written notice to Licensee if the Company intends to discontinue or replace the Software. Upon termination of this Agreement, Licensee will immediately pay the Company all amounts due respecting the Software and Hosting Service and immediately return to the Company all property relating to the Software and related Software documentation.

12. MISCELLANEOUS

This Agreement will be governed by the laws of the State of Utah.

A. This Agreement represents the entire agreement between the parties respecting this subject matter and supersedes all prior agreements, representations, negotiations and understandings between the parties. The applicable terms of the Franchise Agreement will also control this Agreement. Licensee expressly acknowledges that a violation or default of the Franchise Agreement will constitute a default of this Agreement and any default of this Agreement will constitute a default of the Franchise Agreement. If Licensee defaults under the Franchise Agreement, the Company may pursue all remedies available to it under this Agreement or the Franchise Agreement, including the right of termination.

B. All amendments to this Agreement must be in writing and signed by both parties.

C. If any provision of this Agreement is found by a Court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions will remain in full force and effect.

D. The Company may assign this Agreement to any other person or entity. Licensee may assign this Agreement only to its successor in interest under the terms of the Franchise Agreement.

E. Notices will be given to the parties at the addresses listed in the Franchise Agreement and will be deemed given as described in the Franchise Agreement.

[Signatures follow on next page.]

The parties have executed this Agreement as of the Effective Date.

**FRANCHISOR:**

**COMPLETE MUSIC, INC.**

By:_____

Name (Print): Eric Maas

Title: President, Secretary & Director

**FRANCHISEE:**

(If Franchisee is a corporation or LLC)

_____
Name of Corporation or LLC

By:_____

Name (Print): _____

Title:_____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

Name (Print): _____

_____
Franchisee

Name (Print): _____

**EXHIBIT C**
**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

## List of State Administrators

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

| | |
|---|---|
| **CALIFORNIA**<br>Commissioner of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013-2344<br>(213) 576-7500 / Toll Free: (866) 275-2677<br>Email: ASK.DFPI@dfpi.ca.gov<br>Website: http://www.dfpi.ca.gov | **NEW YORK**<br>NYS Department of Law<br>Investor Protection Bureau<br>28 Liberty St. 21st Fl<br>New York, NY 10005<br>(212) 416-8222 |
| **HAWAII**<br>Commissioner of Securities<br>Department of Commerce & Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 | **NORTH DAKOTA**<br>North Dakota Securities Department<br>State Capitol<br>Department 414<br>600 East Boulevard Avenue, Fourteenth Floor<br>Bismarck, North Dakota 58505-0510<br>(701) 328-4712 |
| **ILLINOIS**<br>Illinois Office of the Attorney General<br>Franchise Bureau<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465 | **RHODE ISLAND**<br>Department of Business Regulation<br>Securities Division, Building 69, First Floor<br>John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9527 |
| **INDIANA**<br>Secretary of State<br>Franchise Section<br>302 West Washington, Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 | **SOUTH DAKOTA**<br>Division of Insurance<br>Securities Regulation<br>124 South Euclid Avenue, 2nd Floor<br>Pierre, South Dakota 57501<br>(605) 773-3563 |
| **MARYLAND**<br>Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020<br>(410) 576-6360 | **VIRGINIA**<br>State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, Virginia 23219<br>(804) 371-9051 |
| **MICHIGAN**<br>Michigan Attorney General's Office<br>Corporate Oversight Division, Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 1st Floor<br>Lansing, Michigan 48913<br>(517) 335-7567 | **WASHINGTON**<br>Department of Financial Institutions<br>Securities Division<br>P.O. Box 41200<br>Olympia, Washington 98504-1200<br>(360) 902-8760 |
| **MINNESOTA**<br>Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101<br>(651) 539-1600 | **WISCONSIN**<br>Division of Securities<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705<br>(608) 266-2139 |

## List of Agents for Service of Process

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

| | |
|---|---|
| **CALIFORNIA**<br>Commissioner of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013-2344<br>(213) 576-7500 / Toll Free: (866) 275-2677<br>Email: ASK.DFPI@dfpi.ca.gov<br>Website: http://www.dfpi.ca.gov | **NEW YORK**<br>New York Secretary of State<br>One Commerce Plaza<br>99 Washington Avenue<br>Albany, NY 12231<br>(518) 473-2492 |
| **HAWAII**<br>Commissioner of Securities<br>Department of Commerce & Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 | **NORTH DAKOTA**<br>North Dakota Securities Commissioner<br>State Capitol<br>Department 414<br>600 East Boulevard Avenue, Fourteenth Floor<br>Bismarck, North Dakota 58505-0510<br>(701) 328-4712 |
| **ILLINOIS**<br>Illinois Attorney General<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465 | **RHODE ISLAND**<br>Director of Department of Business Regulation<br>Department of Business Regulation<br>Securities Division, Building 69, First Floor<br>John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9527 |
| **INDIANA**<br>Secretary of State<br>Franchise Section<br>302 West Washington, Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 | **SOUTH DAKOTA**<br>Division of Insurance<br>Director of the Securities Regulation<br>124 South Euclid Avenue, 2nd Floor<br>Pierre, South Dakota 57501<br>(605) 773-3563 |
| **MARYLAND**<br>Maryland Securities Commissioner<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020<br>(410) 576-6360 | **VIRGINIA**<br>Clerk of the State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, Virginia 23219<br>(804) 371-9733 |
| **MICHIGAN**<br>Michigan Attorney General's Office<br>Corporate Oversight Division, Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 1st Floor<br>Lansing, Michigan 48913<br>(517) 335-7567 | **WASHINGTON**<br>Director of Department of Financial Institutions<br>Securities Division – 3rd Floor<br>150 Israel Road, Southwest<br>Tumwater, Washington 98501<br>(360) 902-8760 |
| **MINNESOTA**<br>Commissioner of Commerce<br>Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101<br>(651) 539-1600 | **WISCONSIN**<br>Division of Securities<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705<br>(608) 266-2139 |

**EXHIBIT D**
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# OPERATIONS MANUAL

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**EXHIBIT E**
**LIST OF FRANCHISEES AND FORMER FRANCHISEES**

**LIST OF CURRENT FRANCHISEES**
**as of December 31, 2023**

| Territory | Address | Phone Numbers | Owner(s) | Number of Units |
|---|---|---|---|---|
| **CALIFORNIA** | 355 E. Grand Avenue<br>Escondido, CA 92025 | (619) 345-4609 | Muzzii Inc<br>Eric Raftery | 1 |
| **COLORADO** | 3646 Springmeadow Circle<br>Castle Rock, CO 80108 | (303) 756-7979 | Marc & Jennifer McDonald | 2 |
| **COLORADO** | 2590 Palmer Park Blvd<br>Colorado Springs, CO 80909 | (719) 460-9164 | Complete Weddings & Events Colorado Inc.<br>Chris & Candy Gardner | 2 |
| **FLORIDA** | 2031 Harrison St.<br>Hollywood, FL 33020 | (954) 499-8099 | ILL, Inc.<br>Damon Russell | 2 |
| **FLORIDA** | 2734 Oak Ridge Court, Suite 403<br>Fort Myers, FL 33901 | (239) 949-5300 | SWFL Media L.L.C.<br>Martin Dunn | 4 |
| **FLORIDA** | 8370 Firefly Lane<br>Jacksonville, FL 32244 | (904) 302-9030 | Complete Weddings Jacksonville Inc.<br>Kathy & Scott Stanley | 1 |
| **FLORIDA** | 745 Madeira Court<br>Kissimmee, FL 34758 | (407) 720-9337 | JM Complete Orlando Inc.<br>Molly Crews & James McDowell | 1 |
| **GEORGIA** | 5720 Macland Rd.<br>Powder Springs, GA 30127 | (678) 992-5846 | Two by Two Complete Weddings & Events LLC<br>Robert & Sonia Lopez | 2 |
| **GEORGIA** | 1951 Canton Rd., Suite 185<br>Marietta, GA 30066 | (770) 425-3535 | Complete Music of Dixie, Inc.<br>Richard Moran | 1 |
| **GEORGIA** | 662 Black Pine Rd.<br>Moncks Corner, SC 29461 | (912) 226-2150 | Gregory Entertainment Services, LLC<br>Sasha & Bryce Gregory | 1 |
| **ILLINOIS** | 11100 Olive Blvd.<br>St. Louis, MO 63141 | (314) 991-5656 | Dan Sims | 1 |
| **ILLINOIS** | 917 S 73rd St.<br>West Allis, WI 53214 | (414) 751-6886 | DMK Venture Group, LLC<br>Josh & Misty Kingsley | 2 |
| **INDIANA** | 11100 Olive Blvd.<br>St. Louis, MO 63141 | (314) 991-5656 | Complete Weddings & Events of Indiana<br>Dan Sims | 1 |
| **IOWA** | 7500 University Ave, Suite G<br>Clive, IA 50325 | (515) 266-1355 | S. Ryan LLC<br>S Bennett LTD., Inc.<br>Sue Bennett | 2 |
| **IOWA** | 3212 14th Avenue So, Ste 6<br>Fargo, ND 58103 | (701) 478-1692 | HME Enterprise Inc.<br>Sarah & Chad Erb | 2 |
| **KANSAS** | 8501 E US Hwy 24<br>Manhattan, KS 66502 | (785) 539-7111 | Making Memories, Inc.<br>Scott Karnes | 4 |
| **KANSAS** | 6363 West 110th Street<br>Overland Park, KS 66211 | (913) 710-3285 | BandS LLC<br>Brandon Wofford | 1 |
| **KENTUCKY** | 3401 College Drive<br>Louisville, KY 40299 | (502) 267-6744 | Hannon, Inc.<br>Rick Hannon | 1 |
| **LOUISIANA** | 10000 Celtic Dr. Studio, Stage 1<br>Baton Rouge, LA 70809 | (225) 571-9089 | Complete Louisiana LLC<br>Chase Lee | 2 |
| **MARYLAND** | 156 N Donerville Rd., Ste B<br>Mountville, PA 17554 | (717) 285-7670 | Jason & Jami Williams | 1 |
| **MICHIGAN** | 418 N Main St Suite # 25<br>Royal Oak, MI 48067 | (616) 957-4200 | SixOneSix Event Services LLC<br>Justin Loser | 2 |

| Territory | Address | Phone Numbers | Owner(s) | Number of Units |
|---|---|---|---|---|
| **MINNESOTA** | 5227 Castleview Drive<br>Rochester, MN 55901 | (507) 252-1499 | CW Entertainment LLC<br>Rob & Jessica Murphy | 2 |
| **MINNESOTA** | 525 Southview Blvd, South<br>St. Paul, MN 55075 | (651) 455-7244 | Matt & Mike Sherry | 2 |
| **MISSOURI** | 3641 South Avenue<br>Springfield, MO 65807 | (417) 227-9445 | Reno LLC<br>Terrie Reno | 1 |
| **MISSOURI** | 11100 Olive Blvd.<br>St. Louis, MO 63141-7653 | (314) 991-5656 | Dan Sims | 1 |
| **NEBRASKA** | 2412 Central Ave, PO Box 1055<br>Kearny, NE 68848 | (308) 237-5247 | David Hulinsky | 1 |
| **NEBRASKA** | 3220 Superior St, Suite E<br>Lincoln, NE 68504 | (402) 434-2466 | Funtime Inc.<br>Shawn Labadie | 1 |
| **NEW MEXICO** | 4700 Lincoln Rd. NE, Suite 106<br>Albuquerque, NM 87109 | (505) 275-7800 | Justin Johnson | 1 |
| **NEW YORK** | 2735 Broadway<br>Schenectady, NY 12306 | (518) 346-1200 | Joe Goode | 2 |
| **NORTH DAKOTA** | 3212 14th Avenue So, Ste 6<br>Fargo, ND 58103 | (701) 478-1692 | MSC Inc.<br>Sarah & Chad Erb | 1 |
| **OHIO** | 5679 Ridgecourt St NW<br>North Canton, OH 44720 | (330) 433-7147 | Aurand Complete Events, LLC<br>Lisa Aurand | 1 |
| **OKLAHOMA** | 1660 E 71st St, Suite 2<br>Tulsa, OK 74136 | (918) 947-9295 | RUSSELL G LLC<br>Ryan Dubree | 2 |
| **PENNSYLVANIA** | 156 N Donerville Rd Ste B<br>Mountville, PA 17554 | (717) 285-7670 | Jason & Jami Williams | 1 |
| **SOUTH CAROLINA** | 600 Laurens Road, Suite C<br>Greenville, SC 29607 | (864) 609-4446 | Cultivate Joy LLC<br>Chad & Sarah Erb | 1 |
| **SOUTH CAROLINA** | 662 Black Pine Rd.<br>Moncks Corner, SC 29461 | (912) 226-2150 | Gregory Entertainment Services, LLC<br>Sasha & Bryce Gregory | 1 |
| **SOUTH DAKOTA** | 1415 East Fairmont Blvd, Suite 1 Rapid City, SD 57701 | (605) 348-8869 | Pine Peak Entertainment LLC<br>Natalie Wheaton | 1 |
| **SOUTH DAKOTA** | 3212 14th Avenue So, Ste 6<br>Fargo, ND 58103 | (701) 478-1692 | MCS Inc.<br>Sarah & Chad Erb | 1 |
| **TENNESSEE** | 8400 Country Club Way, #M20<br>Knoxville, TN 37923 | (865) 599-8031 | Tayler Bryant | 1 |
| **TEXAS** | 9618 Chartwell Drive<br>Dallas, TX 75243 | (214) 343-7171 | Complete Music, Inc.<br>Ron Sexton | 1 |
| **TEXAS** | 2407 S. Bell Blvd, Ste B<br>Cedar Park, TX 78613 | (225) 571-9089 | Chase Lee | 2 |
| **TEXAS** | 2027 Briargreen Drive<br>Houston, TX 77077 | (713) 979-1794 | Antoine Events Houston LLC<br>Alex Antoine | 1 |
| **TEXAS** | 300 West Rusk<br>Tyler, TX 75701 | (903) 920-2155 | Complete Tyler<br>Noreen Nartia | 1 |
| **UTAH** | 298 24th St, Suite #250<br>Ogden, UT 84401 | (801) 292-5701 | Cornel Thomas | 1 |
| **WASHINGTON** | 1010 N Lake Rd.<br>Spokane Valley, WA 99212 | (509) 927-3535 | Complete Music Northwest Inc.<br>Chris & Crystal Rosenau | 1 |
| **WASHINGTON** | 27726 110th Ave East<br>Graham, WA 98338 | (253) 210-3274 | DJ DIPH Entertainment LLC<br>Joseph McKinney | 1 |
| **WISCONSIN** | 917 S 73rd St.<br>West Allis, WI 53214 | (414) 751-6886 | DMK Venture Group, LLC<br>Josh & Misty Kingsley | 1 |

| Territory | Address | Phone Numbers | Owner(s) | Number of Units |
|---|---|---|---|---|
| **WISCONSIN** | 9315 Fortunate Place, #304,<br>Verona, WI 53593 | (507) 252-1499 | CW Entertainment LLC<br>Rob & Jessica Murphy | 1 |
| **WYOMING** | 301 S Howes St. FL 1<br>Fort Collins, CO 80521 | (970) 370-5040 | Complete Weddings & Events<br>Colorado, Inc.<br>Chris & Candy Gardner | 1 |

**LIST OF FORMER FRANCHISEES**
**For the Period from January 1, 2023 through December 31, 2023**

| Territory | City, State | Last Known Phone Number | Owner(s) | Number of Units |
|---|---|---|---|---|
| **ARKANSAS** | Little Rock, AR | (417) 227-9445 | Terrie Reno* | 1 |
| **FLORIDA** | Orlando, FL | (407) 720-9337 | Connor Maas** | 1 |
| **GEORGIA** | Savannah, GA | (412) 424-9747 | John Branch** | 1 |
| **GEORGIA** | NW Atlanta, GA | (754) 214-9619 | Melinda Bracho** | 1 |
| **NEW MEXICO** | Albuquerque, NM | (505) 275-7800 | Max DeLara** | 1 |
| **NORTH CAROLINA** | Raleigh, NC | (864) 436-1500 | Tia McAlister | 1 |
| **NORTH CAROLINA** | Greenville, NC | (864) 436-1500 | Tia McAlister** | 1 |
| **PENNSYLVANIA** | Philadelphia, PA | (717) 285-7670 | Jason & Jami Williams* | 1 |
| **SOUTH CAROLINA** | Charleston, SC | (843) 856-7177 | Wayne Lee** | 1 |

**Notes:**

***Denotes an individual that has not left the Complete Music franchise system and continues to own and operate franchised businesses in other territories.**
****These individuals transferred their franchises to new owners.**

If you buy a COMPLETE WEDDINGS + EVENTS® franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**EXHIBIT F**
**STATE AGREEMENT ADDENDA**

**Illinois**
**Minnesota**
**New York**
**North Dakota**
**Rhode Island**
**Washington**
**Form of General Release**

# ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| **FRANCHISOR:** | **FRANCHISEE:** |
| --- | --- |
| **COMPLETE MUSIC, INC.** | _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| Date:_____ | Date:_____ |

## MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **COMPLETE MUSIC, INC.** | _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| Date:_____ | Date:_____ |

## NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **COMPLETE MUSIC, INC.** | _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| Date:_____ | Date:_____ |

## NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any

claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **COMPLETE MUSIC, INC.** | _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| Date:_____ | Date:_____ |

## RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **COMPLETE MUSIC, INC.** | _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| Date:_____ | Date:_____ |

## WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

11. This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **COMPLETE MUSIC, INC.** | _____ |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| Date:_____ | Date:_____ |

**FORM RELEASE OF CLAIMS**

**THIS IS A CURRENT RELEASE FORM THAT GENERALLY WILL BE USED WITH OR INCORPORATED INTO A SEPARATE AGREEMENT. THIS FORM IS SUBJECT TO CHANGE OVER TIME.**

For and in consideration of the Agreements and covenants described below, Complete Music, Inc. ("Complete"), _____ ("Franchisee"), _____ and _____ ("Guarantors") enter into this Release of Claims ("Agreement").

## RECITALS

A. Complete and Franchisee entered into a Complete Weddings + Events® Franchise Agreement dated _____, _____ (the "Franchise Agreement").

B. [NOTE: Describe the circumstances relating to the release.]

## AGREEMENTS

1. **Consideration**. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims.**

A. Definitions.

1. Complete Parties: Complete and each of its subsidiaries, corporate parents and affiliates, and their respective officers, directors, owners, stockholders, members, employees, insurers, attorneys, agents, successors, predecessors, assigns, heirs and personal representatives.

2. Franchisee Parties: Franchisee and each of the Guarantors and all persons or entities acting on their behalf or claiming under them including, without limitation, each of their respective corporate parents, subsidiaries, affiliates, owners, heirs, executors, administrators, managers, directors, officers, employees, trustees, agents, partners, business entities, attorneys, insurers, successors and assigns.

B. The Franchisee Parties irrevocably and unconditionally waive, release and forever discharge, and covenant not to sue, the Complete Parties of and from any and all claims, suits, debts, liabilities, causes of action, demands, contracts, promises, obligations, losses, rights, controversies, damages, costs, expenses (including, without limitation, actual attorneys' fees and costs incurred), actions and causes of action of every nature, whether known or unknown, direct or indirect, vested or contingent, at law or in equity, whether arising by statute, common law, or otherwise, including claims for negligence (collectively, "Claims"), that they may now have, or at anytime heretofore had, or hereafter may have, against each or any of the Complete Parties arising out of or relating to any conduct, transaction, occurrence, act or omission at any time before the [Effective Date] relating to the Franchise Agreement(s), the development or operation of the franchised business(es), the franchise relationship between the parties, the offer or sale of any franchise, or any agreement between any of the Franchisee Parties and any of the Complete Parties.

C. The Franchisee Parties specifically and expressly acknowledge and agree that the consideration accepted under this Agreement is accepted in full satisfaction of any and all injuries and/or damages that have previously arisen and which may hereafter arise respecting any of the claims being released.

**[California option:** The Franchisee Parties expressly waive all rights or benefits that they have or may have under Section 1542 of the California Civil Code, which section provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**]**

D. The Franchisee Parties acknowledge that they have had a reasonable opportunity to consult with an attorney prior to signing this release and they have executed this release voluntarily. Also, the Franchisee Parties represent that they have not assigned or transferred to anyone any claims released by them under Section 4(B) above.

5. **General**. No amendment to this Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Agreement is governed by the laws of the State of Nebraska without regard to conflicts of laws principles. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Notwithstanding any other provisions of this release, this Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement. [NOTE: Detail other miscellaneous provisions.]

| **FRANCHISEE:** | **COMPLETE MUSIC, INC.** |
|---|---|
| _____ | |
| By:_____ | By:_____ |
| Its:_____ | Its:_____ |
| Date:_____ | Date:_____ |

**PERSONAL GUARANTORS:**

_____

_____

**EXHIBIT G**
**INCENTIVE PROGRAM ADDENDUM TO FRANCHISE AGREEMENT**

**INCENTIVE PROGRAM ADDENDUM TO**
**COMPLETE MUSIC FRANCHISE AGREEMENT**

This Addendum is made and entered into as of _____ (the "Effective Date"), between **COMPLETE MUSIC, INC.**, a Nebraska corporation ("we" or "us") and _____, a _____ _____ ("you" or "your").

RECITALS

We and you are parties to a Complete Music Franchise Agreement (the "Franchise Agreement") under which you agreed to develop and operate a COMPLETE WEDDINGS + EVENTS business at the location to be described in the Franchise Agreement (the "Franchised Business").

We offer an "Incentive Program" under which we provide certain financial incentives to our franchisees if they satisfy certain conditions.

You acknowledge and understand each of the conditions under the Incentive Program and desire to participate in the Incentive Program.

Based on the foregoing, we and you agree to modify the Franchise Agreement under the terms stated below.

All capitalized terms not defined in this Addendum will have the meaning as described in the Franchise Agreement.

AGREEMENT

1 Program Incentives. Under the Incentive Program, we will (i) reduce your Initial Franchise Fee by $10,000 to $40,000; (ii) waive your Google Ads service fee for the first month following the opening of your Franchised Business; and (iii) waive the National Sales Program weekly fee for the first three months following the opening of your Franchised Business (however, you must pay any commissions earned on sales generated by the National Sales Program during this period), if you satisfy each of the following conditions:

A. You pay us a conditionally reduced Initial Franchise Fee in the amount of $40,000 when due;

B. You open the Franchised Business on time (in accordance with the Franchise Agreement); and

C. You otherwise meet (and have met), in our reasonable business judgment, the requirements under all Complete Music franchise agreements, and other agreements between you (and your affiliates) and us at all times and have not received a written notice of default from us under a Complete Music franchise agreement or any other related agreement during the six month period before the scheduled opening date of the Franchised Business.

D. If you fail to satisfy each of the conditions of the Incentive Program, you must pay us the $10,000 balance due of the Initial Franchise Fee within 10 days following written notice from us.

2 Miscellaneous.

A. The Recitals are hereby incorporated into this Addendum by this reference. The captions in this Addendum are for convenience only. Any capitalized term that is not defined in this Addendum shall have the meaning given to it in the Franchise Agreement.

B. The Franchise Agreement and this Addendum constitute the entire, full and complete agreement between the parties concerning the matters herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended, modified or supplemented by this Addendum, the terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

C. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the Effective Date.

**FRANCHISOR:**

**COMPLETE MUSIC, INC.**

By:_____

Name (Print): Eric Maas

Title: President, Secretary & Director

**FRANCHISEE:**

(If Franchisee is a corporation or LLC)

_____
Name of Corporation or LLC

By:_____

Name (Print): _____

Title:_____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

Name (Print): _____

_____
Franchisee

Name (Print): _____

**EXHIBIT H**
**DISCLOSURE VERIFICATION FORM**

*Not for use in*
*Maryland or Washington*

**DISCLOSURE VERIFICATION FORM**

Applicant _____
(If a business entity) State of Formation _____
Address of Applicant _____
Location (Territory) Applied For _____

Please review each of the following questions carefully and provide complete responses to each question.

1. Have we provided you with a Franchise Disclosure Document at least 14 calendar days (or the earlier of the first personal meeting or 10 business days if you are a prospect based in or will operate in New York; the earlier of the first personal meeting or 14 days if you are a prospect based in or will operate in Iowa; or 10 business days if you are a prospect based in or will operate in Michigan) before you signed any agreements or paid any money or other consideration to us or our affiliates?

   Yes __ No __

2. Did you sign a Receipt indicating the date on which you received the Franchise Disclosure Document?

   Yes __ No __

3. Please list any questions you have regarding the franchise opportunity that you would like to discuss prior to signing the Franchise Agreement. (Attach additional pages, if necessary.)

   _____

   _____

   _____

   _____

4. Please list any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more COMPLETE WEDDINGS + EVENTS businesses operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the Franchise Disclosure Document:

   _____

   _____

   _____

   _____

   _____

**********

*Not for use in*
*Maryland or Washington*

*All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under any state franchise registration and disclosure law.*

**Applicant:**

| | |
|---|---|
| _____ | _____ |
| Name:_____ | Name:_____ |
| Date:_____ | Date:_____ |

**EXHIBIT I**
**STATE EFFECTIVE DATES AND RECEIPTS**

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|---|---|
| CALIFORNIA | PENDING |
| HAWAII | PENDING |
| ILLINOIS | PENDING |
| INDIANA | PENDING |
| MICHIGAN | PENDING |
| MINNESOTA | PENDING |
| NEW YORK | PENDING |
| NORTH DAKOTA | PENDING |
| RHODE ISLAND | PENDING |
| SOUTH DAKOTA | PENDING |
| VIRGINIA | PENDING |
| WASHINGTON | PENDING |
| WISCONSIN | PENDING |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Complete Music, Inc. offers you a franchise, Complete Music, Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Complete Music, Inc. or its affiliate in connection with the proposed franchise sale. Iowa and New York require that Complete Music, Inc. gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Complete Music, Inc. gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Complete Music, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on Exhibit C.

Issuance Date: March 27, 2024

The franchisor is Complete Music, Inc., located at 110 North Ninth Street, Omaha, NE 68102, (402) 339-0001.

The franchise sellers involved in offering and selling the franchise to you are: Eric Maas, President, and Clare Moore, Franchise Development Director, 110 North Ninth Street, Omaha, NE; (402) 339-0001, or is listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement: _____ _____.

Complete Music, Inc. authorizes the respective state agencies identified on Exhibit C to receive service of process for Complete Music, Inc. in the particular state.

I have received a disclosure document with an issuance date of March 27, 2024 that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement (and Exhibits)
C. State Regulatory Authorities and Agents For Service of Process
D. Table of Contents Operations Manual(s)
E. List of Franchisees and Former Franchisees
F. State Addenda
G. Incentive Program Addendum
H. Disclosure Verification Form
I. State Effective Dates and Receipt Pages

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

**Copy for Prospective Franchisee**

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Complete Music, Inc. offers you a franchise, Complete Music, Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Complete Music, Inc. or its affiliate in connection with the proposed franchise sale. Iowa and New York require that Complete Music, Inc. gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Complete Music, Inc. gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Complete Music, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on Exhibit C.

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F. State Addenda
G. Incentive Program Addendum
H. Disclosure Verification Form
I. State Effective Dates and Receipt Pages

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

**Copy for Complete Music, Inc.**