#### 6IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MARYLAND (GREENBELT DIVISION)

\* In re: Chapter 11

CREATIVE HAIRDRESSERS, INC., et al.<sup>1</sup>, \* Case Nos. 20-14583, 20-14584-TJC

(Jointly Administered)

Debtors.

#### LINE FILING AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

On April 23, 2020, the Debtors entered in an Asset Purchase Agreement (the "APA"), a copy of which was attached as Exhibit A to the Sale and Bidding Procedures Order entered on May 4, 2020 [Dkt No. 137]. The Debtors and HC Salon Holdings, Inc. have entered into the Amended and Restated APA (the "Amended APA") in the form attached hereto as Exhibit 1. hereto as Exhibit 2 is a redline comparing the APA to the Amended APA.

Dated: May 27, 2020

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<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases are: (i) Creative Hairdressers, Inc. and (ii) Ratner Companies, L.C.

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 27th day of May, 2020, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the *Line* will be served electronically by the Court's CM/ECF system on the following:

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/s/ Joel I. Sher	
Joel I. Sher	

# Exhibit 1

#### AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT
BY AND AMONG
CREATIVE HAIRDRESSERS, INC.,
THE OTHER SELLER PARTIES HERETO,
HC SALON HOLDINGS, INC.

AND

THE OTHER PARTIES IDENTIFIED ON THE SIGNATURE PAGES HERETO MAY 27, 2020

## Case 20-14583 Doc 426-1 Filed 05/27/20 Page 3 of 83

### TABLE OF CONTENTS

		1 age
ARTICLE I DEFINITI	IONS	1
Section 1.1	Definitions	
Section 1.1 Section 1.2	Interpretations	
	1	
ARTICLE II PURCHA	ASE AND SALE	17
Section 2.1	Purchase and Sale of Assets	17
Section 2.2	Assumed Liabilities	17
Section 2.3	Consideration; Deposit	17
Section 2.4	Closing	17
Section 2.5	Closing Payments and Deliveries	18
Section 2.6	RESERVED	
Section 2.7	Assumption/Rejection of Certain Contracts and Leases	18
Section 2.8	Allocation	19
Section 2.9	Removal of Excluded Assets	19
ARTICLE III SELLER	RS' REPRESENTATIONS AND WARRANTIES	19
Section 3.1	Organization of Sellers; Good Standing	19
Section 3.2	Authorization of Transaction	
Section 3.3	Noncontravention; Government Filings	
Section 3.4	Title to Assets	
Section 3.5	Designated Contracts	20
Section 3.6	Real Property	
Section 3.7	Litigation; Decrees	
Section 3.8	Labor Relations	
Section 3.9	Brokers' Fees	22
Section 3.10	Taxes	
Section 3.11	RESERVED	
Section 3.12	Employee Benefits	
Section 3.13	Intellectual Property	
Section 3.14	Compliance with Laws; Permits	
Section 3.15	Environmental Matters	
Section 3.16	Related Party Transactions	
Section 3.17	Financial Statements	
Section 3.18	Inventory	
Section 3.19	Sufficiency of Assets	
ARTICLE IV BUYER	S' REPRESENTATIONS AND WARRANTIES	
Section 4.1	Organization of Buyer; Good Standing	25
Section 4.1 Section 4.2	Authorization of Transaction	
Section 4.2 Section 4.3	Noncontravention	
Section 4.5 Section 4.4	Litigation; Decrees	
Section 4.4 Section 4.5	Brokers' Fees	
Section 4.5 Section 4.6	Sufficient Funds; Adequate Assurances	
	•	
ARTICLE V PRE-CLO	OSING COVENANTS	27

## Case 20-14583 Doc 426-1 Filed 05/27/20 Page 4 of 83

### TABLE OF CONTENTS

		Page
Section 5.1	Efforts; Cooperation	27
Section 5.2	Conduct of the Business Pending the Closing	
Section 5.3	Bankruptcy Court Matters	
Section 5.4	Notices and Consents	
Section 5.5	Notice of Developments	
Section 5.6	Access	
Section 5.7	Bulk Transfer Laws	
ARTICLE VI OTHER	COVENANTS	31
Section 6.1	Further Assurances	31
Section 6.2	Access; Enforcement; Record Retention	32
Section 6.3	Covered Employees	
Section 6.4	Transfer Taxes	
Section 6.5	Press Releases and Public Announcements	34
Section 6.6	Non-Disclosure; Non-Solicit; Non-Disparagement	35
Section 6.7	No Successor Liability	
Section 6.8	Acquired Avoidance Actions and Causes of Action	
ARTICLE VII CONDI	ITIONS TO OBLIGATION TO CLOSE	37
Section 7.1	Conditions to Buyers' Obligations	37
Section 7.2	Conditions to Sellers' Obligations	
Section 7.3	No Frustration of Closing Conditions	
ARTICLE VIII TERM	INATION	39
Section 8.1	Termination of Agreement	39
Section 8.2	Effect of Termination	
ARTICLE IX MISCEI	LLANEOUS	40
Section 9.1	Survival	40
Section 9.2	Expenses	40
Section 9.3	Entire Agreement	40
Section 9.4	Incorporation of Exhibits and Disclosure Schedule	40
Section 9.5	Amendments and Waivers	
Section 9.6	Succession and Assignment	41
Section 9.7	Notices	41
Section 9.8	Governing Law	42
Section 9.9	Submission to Jurisdiction; Service of Process	42
Section 9.10	Waiver of Jury Trial	43
Section 9.11	Specific Performance	43
Section 9.12	Severability	43
Section 9.13	No Third Party Beneficiaries	
Section 9.14	Non-Recourse	
Section 9.15	Mutual Drafting	43
Section 9.16	Disclosure Schedule	
Section 9.17	Headings; Table of Contents	44

# Case 20-14583 Doc 426-1 Filed 05/27/20 Page 5 of 83

### TABLE OF CONTENTS

		Page
Section 9.18	Counterparts; Facsimile and Electronic Signatures	44
Exhibit B – Form of Assi	of Sale for Acquired Assets ignment and Assumption Agreement ctual Property Assumption and Assignment Agreement	
Schedule A – Intellectual Schedule B – Other Exclusion Schedule 2.7(a) – Execute Schedule 2.7(b) – Design Schedule 3.6 – Salons Schedule 3.7 – Litigation Schedule 3.8 – Labor Rel Schedule 3.10 – Taxes Schedule 3.11 – Tangible Schedule 3.12(a) – Employ Schedule 3.12(c) – Know Schedule 3.13 – Owned I Schedule 3.14(a) – Comp Schedule 3.16 – Related I Schedule 6.6(b) – Dennis	uded Assets ory Contracts nated Contracts and Assumed Leases lations e Personal Property oyee Benefit Plans yledge of Sellers Intellectual Property bliance with Laws Party Transactions	

#### AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Amended and Restated Asset Purchase Agreement (this "<u>Agreement</u>") is entered into as of May 27, 2020 by and among Creative Hairdressers, Inc., a Virginia corporation ("<u>CHI</u>" or the "<u>Company</u>"), and the direct and indirect Subsidiaries or affiliates of CHI identified on the signature pages hereto, including Ratner Companies, L.C., a Virginia limited liability company (together with CHI, each a "<u>Seller</u>" and, collectively, "<u>Sellers</u>"), and HC Salon Holdings, Inc. ("<u>Salon Holdings</u>"), and the direct and indirect Subsidiaries of Salon Holdings identified on the signature pages hereto (together with Salon Holdings, each a "<u>Buyer</u>" and collectively, "<u>Buyers</u>"). Sellers and Buyers are referred to collectively herein as the "<u>Parties</u>" and each, a "<u>Party</u>".

#### WITNESSETH

WHEREAS, on April 23, 2020 (the "<u>Petition Date</u>"), CHI and certain of its affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the District of Maryland (the "<u>Bankruptcy Court</u>");

WHEREAS, Sellers wish to sell their on-going hair salon business (the "Business");

WHEREAS, the Sellers and the Buyers entered into an Asset Purchase Agreement dated April 23, 2020; and

WHEREAS, Sellers and Buyers desire to enter into this Amended and Restated Agreement to provide for the applicable Buyer to purchase, acquire and assume from the applicable Seller all of the Acquired Assets (as defined below) and Assumed Liabilities (as defined below), all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

#### ARTICLE I DEFINITIONS

#### Section 1.1 Definitions. For purposes of this Agreement:

"Acquired Assets" means, all of Sellers' right, title and interest, free and clear of all Liens (other than Permitted Liens), in and to all of the properties, rights, interests and other tangible and intangible assets of Sellers for use in or relating to the Business (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP) including any assets acquired by Sellers after the date hereof but prior to the Closing; provided, however, that the Acquired Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Acquired Assets shall include the following (except to the extent listed or otherwise included as an Excluded Asset):

- (a) to the extent transferable, all Intellectual Property related to the Business, including, but not limited to, all intellectual property rights arising from or relating to: all algorithms, APIs, designs, net lists, data, databases, data collections, diagrams, inventions (whether or not patentable), know how, methods, processes, proprietary information, protocols, schematics, specifications, tools, systems, servers, hardware, computers, point of sale equipment, inventory management equipment, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, web sites, works of authorship and other similar materials, including all documentation related to any of the foregoing, including instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries, whether or not embodied in any tangible form and whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing;
- (b) all tangible assets owned or leased by Sellers related to the Business or Salons, including all fixtures, trade fixtures, chairs, supplies, shelving, refrigeration equipment, computers and computer systems located at the Salons, any corporate offices or any other real property;
  - (c) all rights under the Assumed Leases and Designated Contracts;
- (d) the Inventory, whether in the Salons, any warehouse(s) or in transit to the Salons;
- (e) all customer and end-user data and information, including information related to customer purchases or services provided to customers at the Salons, in each case, to the extent permitted to be assigned, used, or provided by Sellers under applicable Laws;
  - (f) all in-process customer orders;
- (g) all trade receivables, whether current or non-current, and all other accounts receivable, including payment processor receivables, for sales made at the Salons prior to the Closing;
  - (h) any Permit, to the extent transferable;
- (i) any and all books, records and other data relating to the Business and the Salons, including customer lists and customer and end-user information and data, supplier lists, mailing lists, accounting records, documentation or records, catalogs and printed materials relating thereto to the extent available;
- (j) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) other than the Excluded Tax Assets:

- (k) any promotional materials, displays, media content and other property or equipment used in or related to the existing Business;
- (l) to the extent transferable, all Intellectual Property Licenses, including the licenses set forth on Schedule A;
- (m) financial, marketing and business data, pricing and cost information, business and marketing plans and other information, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files of Sellers in whatever media retained or stored, including computer programs and disks, including files in the possession of Sellers;
  - (n) all goodwill associated with the Business or the Acquired Assets;
- (o) all right of publicity and all similar rights, including all commercial merchandising rights;
- (p) product designs, product names, trade names, design rights, tech packs, artwork, archival materials and advertising materials, copy, commercials, images and artwork;
- (q) royalty payments and licensing receivables generated by the Business and attributable to the period from and/or after the Closing;
  - (r) all Sellers' telephone, fax numbers and email addresses;
- (s) any avoidance actions under chapter 5 of the Bankruptcy Code relating to any (i) Designated Contract and Assumed Leases, (ii) CHI leases that are rejected and for which the counterparty to the Lease waived its claim for administrative expense under sections 502, 503 or 365 of the Bankruptcy Code, or (iii) trade vendor that any Buyer will conduct business with, following the Closing (the "Acquired Avoidance Actions");
- (t) all Claims or Causes of Action of the Company against the Ratner Companies, L.C., Dennis Ratner, Ann Ratner, Gary Ratner, Kelley Ratner Mistretta or Lauren Ratner and their respective affiliates and trusts (collectively, the "Ratner Group") (such Claims or Causes of Actions of the Company, the "Ratner Causes of Action");
- (u) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Acquired Assets;
- (v) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities; and
- (w) any insurance claims, and related proceeds, related to an Acquired Asset; and

<u>provided</u>, <u>however</u>, notwithstanding anything to the contrary set forth in this definition, the Acquired Assets shall not include any Excluded Assets.

- "Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, where "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.
  - "Affiliate Agreement" has the meaning set forth in Section 3.16.
  - "Agreement" has the meaning set forth in the preamble.
  - "Assignment and Assumption Agreement" has the meaning set forth in Section 2.5(a).
  - "Assumed Leases" has the meaning set forth in Section 2.7(b).
- "Assumed Liabilities" means only the following Liabilities of each Seller incurred exclusively in the operation of the Business and existing as of the Closing (to the extent not paid prior to the Closing), or to the extent set forth in the following clauses:
  - (a) all Liabilities under the Acquired Assets to the extent such Liabilities arise from and after the Closing Date;
    - (b) all Liabilities arising under the Prepetition Senior Secured Debt;
  - (c) all Liabilities to pay for goods or services ordered (and not paid by Sellers), prior to the Closing in the Ordinary Course of Business, but which are not delivered or performed until after the Closing;
  - (d) all (i) shop or customer credits, sales promotions, rebates, coupons, gift cards and certificates or (ii) returns of goods or merchandise, customer prepayments and overpayments, customer refunds, credits, reimbursements and related adjustments with respect to goods or merchandise;
  - (e) all accrued and unused vacation and sick time of the Transferred Employees;
  - (f) all fees and expenses incurred by the Sellers to A&G Realty Partners, LLC ("A&G") pursuant to the Real Estate Services Agreement dated April 23, 2020, between Sellers and A&G, which are allowed by the Bankruptcy Court as administrative expense obligations;
  - (g) all Cure Costs related solely to the Designed Contracts and Assumed Leases that will be assumed by the Sellers and assigned to the Buyers;
  - (h) liabilities under sections 503(b)(9) and 507(a) of the Bankruptcy Code, subject to a cap of \$50,000;

(i) liabilities relating to "stub rent" administrative claims for CHI leases that are rejected in the amount of \$500,000, subject to a protocol to be approved by the Bankruptcy Court;

<u>provided</u>, <u>however</u>, that notwithstanding anything to the contrary set forth in this definition, the Assumed Liabilities shall not include any Excluded Liabilities.

"Auction" has the meaning set forth in the Bidding Procedures Order.

"Back-up Bidder" has the meaning set forth in Section 5.3(e).

"Bankruptcy Cases" means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by Sellers and certain of their Affiliates on April 23 2020, and continuing immediately thereafter, in the Bankruptcy Court and styled *In re Creative Hairdresser's, Inc., et al.*, Case No. 20-14583 (TJC).

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bid Protections" has the meaning set forth in Section 5.3(b).

"Bidding Procedures Motion" has the meaning set forth in Section 5.3(a).

"Bidding Procedures Order" means an order entered by the Bankruptcy Court authorizing and approving the bidding, auction and sale procedures regarding the Acquired Assets, and other related relief, on terms further described in <u>Section 5.3 (Bankruptcy Court Matters)</u> herein and otherwise in form and substance reasonably satisfactory to Sellers and Buyer.

"Bill of Sale" has the meaning set forth in Section 2.5(a).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day, other than a Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in the State of New York are authorized or required by Law or other governmental action to close.

"Buyer" has the meaning set forth in the preamble.

"Buyer Proration Amount" has the meaning set forth in Section 2.6.

"Causes of Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, including under common law, statute or the Bankruptcy Code.

"CHI" has the meaning set forth in the preamble.

- "Claim" means any claim within the meaning of section 101(5) of the Bankruptcy Code.
- "Closing" has the meaning set forth in Section 2.4.
- "Closing Date" has the meaning set forth in Section 2.4.
- "COBRA" means sections 601 through 608 of the Employee Retirement Income Security Act of 1974 and section 4980B of the IRC.
  - "Company" has the meaning set forth in the preamble.
  - "Company Benefit Plan" has the meaning set forth in Section 3.12(a).
- "Company Intellectual Property" means all Intellectual Property that are owned or necessary to the Company or any other Seller in the conduct of the Business.
- "Company PTO Payments" has the meaning set forth in clause (h) of the definition of Excluded Liabilities.
- "Company Severance Payments" has the meaning set forth in clause (h) of the definition of Excluded Liabilities.
  - "Competing Bid" has the meaning set forth in Section 5.3(d).
- "Contract" means any agreement, contract, license, arrangement, commitment, promise, obligation, right, instrument, document or other similar understanding, which in each case is in writing and signed by parties intending to be bound thereby (other than any Leases).
- "Covered Employee" means an employee of CHI or any of its Subsidiaries as of the date hereof whose duties relate primarily to the operation of any of the Business, including such employees who have been furloughed or are on short-term disability, long-term disability or any other approved leave of absence as of the Closing.
  - "Credit Bid" has the meaning set forth in Section 2.3.
- "Cure Costs" means all amounts payable, and obligations that must be satisfied, in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption of executory Contracts and Leases.
  - "Debtors' Counsel" means Shapiro Sher Guinot & Sandler, P.A..
- "<u>Decree</u>" means any judgment, decree, ruling, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, administrative order or any other order of any Governmental Authority.
  - "<u>Designated Contracts</u>" has the meaning set forth in <u>Section 2.7(b)</u>.

"<u>DIP Financing Agreement</u>" means that certain Senior Secured Multi-Draw Term Promissory Note (as amended, amended and restated, supplemented or otherwise modified from time to time), among the DIP Lender, the Company, as borrower, and the guarantors party thereto.

"<u>DIP Lender</u>" means Salon Holdings (together with its respective successors and assigns).

"<u>DIP Order</u>" means that certain Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtors And Debtors In Possession To Obtain Post-Petition Financing, (II) Authorizing Use Of Cash Collateral, (III) Granting Liens And Super-Priority Claims, (IV) Granting Adequate Protection To Prepetition Lenders, (V) Modifying The Automatic Stay, And (VI) Granting Related Relief [D.I. \_\_\_], as such order has been or may be amended or modified from time to time.

"Disclosure Schedule" has the meaning set forth in Article III.

"<u>Display Merchandise</u>" means those items of inventory used in the ordinary course of business as displays or floor models, including inventory that has been removed from its original packaging for the purpose of putting such item on display, which goods are not otherwise damaged or defective. For the avoidance of doubt, Merchandise created for display and not saleable in the ordinary course of business shall not constitute Display Merchandise.

"Encumbrances" means any claim, community or other marital property interest, condition, equitable interest, right of way, encroachment, servitude, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

"Environmental Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation relating to the protection of the environment or natural resources.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any Person that, at any relevant time, is or was treated as a single employer with any Seller for purposes of IRC § 414.

"<u>Excluded Assets</u>" means the following assets of Sellers as of the Closing, and only the following assets:

- (a) all files, books, records and documents prepared in connection with this Agreement or the transactions contemplated hereby or primarily relating to the Bankruptcy Cases, all minute books, corporate records (such as stock registers) and organizational documents of Sellers, Tax Returns, other Tax work papers, and all other documents not related to the Business, the Salons, the Acquired Assets or the Covered Employees;
- (b) all files, books, records and documents constituting work product of Sellers' legal counsel;

- (c) all files, books, records and documents the disclosure or transfer of which is prohibited by third party agreement or applicable Laws;
  - (d) any Contract that is not a Designated Contract;
  - (e) any Lease that is not an Assumed Lease;
- (f) any Tax refunds, net operating losses, rebates or credits of Sellers and the owners of the Sellers (the "Excluded Tax Assets");
  - (g) prepaid insurance;
- (h) all avoidance actions under chapter 5 of the Bankruptcy Code or any Causes of Action that are not an Acquired Asset;
- (i) any security deposits or pre-paid expenses paid prior to the Closing Date and not associated with the Acquired Assets;
- (j) all insurance policies and binders, all claims, refunds and credits from insurance claims, insurance policies or binders due or to become due with respect to such policies or binders and all rights to proceeds thereof;
- (k) all equipment, tools or assets belonging to employees or independent contractors of the Sellers;
- (l) all shares of capital stock or other equity interests of any Seller and all securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of any Seller or any other Person;
- (m) any contractual obligations of Buyer to indemnify Sellers, Dennis Ratner, Phil Horvath, and Richard Gatti, and pay unpaid payroll and related payment obligations and contributions due from one or more of the Sellers relating to services rendered by employees of the Business from the periods ending March 17, 2020 and March 28, 2020; and
- (n) all assets, properties, rights, interests, and Claims of every kind and description of any Sellers which (A) are not Acquired Assets, (B) are not related to, used, or held for use in, the Business, or (C) are described on <u>Schedule B</u>.

"Excluded Liabilities" means any Liabilities of Sellers, whether existing on the Closing Date or arising thereafter as a result of any act, omission or circumstances taking place prior to the Closing, other than the Assumed Liabilities. Without limiting the foregoing, Buyers shall not be obligated to assume, and do not assume, and hereby disclaims all the Excluded Liabilities, including the following Liabilities (which shall also be considered Excluded Liabilities) of any of Sellers or of any predecessor of any of Sellers, whether incurred or accrued before or after the Closing:

- (a) any Liability not relating to or arising out of the Business or the Acquired Assets, including any Liability exclusively relating to or primarily arising out of the Excluded Assets;
- (b) any Liability of Sellers for Taxes (except as provided for in <u>Section 2.9</u> and <u>Section 6.4</u>);
- (c) all Liabilities of Sellers under this Agreement or any Related Agreement and the transactions contemplated hereby or thereby;
- (d) any Liability associated with any and all indebtedness including any guarantees of third party obligations and reimbursement obligations to guarantors of Sellers' obligations or under letters of credit of any Seller;
- (e) any Liabilities in respect of any Contracts or Leases that are not Designated Contracts or Assumed Leases, respectively;
- all Liabilities for fees, costs and expenses that have been incurred or that (f) are incurred or owed by Sellers in connection with this Agreement or the administration of the Bankruptcy Cases (including all fees and expenses of professionals engaged by Sellers) and administrative expenses and priority claims accrued through the Closing Date and specified post-closing administrative wind-down expenses of the bankrupt estates pursuant to the Bankruptcy Code (which such amounts shall be paid by Sellers from the proceeds collected in connection with the Excluded Assets) and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the transactions contemplated under this Agreement and each of the other documents delivered in connection herewith, (ii) the negotiation, execution and consummation of the DIP Financing Agreement, and (iii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, "success" fees, change of control payments and any other payment obligations of Sellers payable as a result of the consummation of the transactions contemplated by this Agreement and the documents delivered in connection herewith:
- (g) all Liabilities (i) related to WARN Act, to the extent applicable, with respect to the termination of Sellers' employees, (ii) for any action resulting from Sellers' employees' separation of employment (the "Company Severance Payments"), and (iii) for vacation, sick leave, parental leave, and other paid time accrued by Sellers' employees who are not Transferred Employees (the "Company PTO Payments");
- (h) all Liabilities relating to claims for workers compensation for acts that occurred prior to the Petition Date, including any claims under letters of credit issued by Credit Suisse.
- (i) all Liabilities with respect to the termination of employment of the Company "insiders" (as such term is defined under the Bankruptcy Code);

- (j) all Company Benefit Plans (including all assets, trusts, insurance policies and administration service contracts related thereto);
- (k) all Liabilities with respect to any terminated employees with respect to COBRA;
- (l) all Liabilities of Sellers to its equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise, and any liability of Sellers pursuant to any Affiliate Agreement;
- (m) all Liabilities arising out of or relating to any business or property formerly owned or operated by any of Sellers, any Affiliate or predecessor thereof, but not presently owned and operated by any of Sellers;
- (n) all Liabilities relating to Litigation, claims, actions, suits, arbitrations, litigation matters, proceedings or investigations (in each case whether involving private parties, Governmental Authorities, or otherwise) involving, against, or affecting any Acquired Asset, the Business, the Company or any assets or properties of Sellers, commenced, filed, initiated or threatened before the Closing and relating to facts, events or circumstances arising or occurring before the Closing;
- (o) all Liabilities arising under Environmental Laws relating to facts, events or circumstances arising or occurring before the Closing;
  - (p) accounts payable;
- (q) Liabilities to any employees arising prior to the Closing, except for vacation, sick leave, parental leave and other paid time accrued by Sellers' employees who are Transferred Employees; and
- (r) all Liabilities of Sellers or its predecessors arising out of any contract, agreement, Permit, franchise or claim that is not transferred to a Buyer as part of the Acquired Assets or is not transferred to a Buyer because of any failure to obtain any third-party or governmental consent required for such transfer.

"Expense Reimbursement" has the meaning set forth in Section 5.3(b).

"GAAP" means United States generally accepted accounting principles consistently applied.

"Governmental Authority" means any federal, state, local or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department or other governmental entity.

"Intellectual Property" means any and all intellectual property and other similar proprietary rights, in any jurisdiction in the world (whether arising under statutory or common law, contract, or otherwise), which includes rights pertaining to or arising from: (a) inventions, discoveries, processes, designs, techniques, developments and related improvements whether or

not patentable; (b) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing; (c) trademarks (whether registered, unregistered or pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law but subject to Section 6.1(d)) any applications or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing; (d) work specifications, databases and artwork; (e) technical, scientific and other know-how and information (including promotional material and tech packs and blocks), trade secrets, confidential information, methods, processes, practices, formulas, designs, patterns, assembly procedures, specifications; (f) rights associated with works of authorship including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, rights existing under any copyright laws and rights to prepare derivative works; (g) work for hire; (h) the name "Hair Cuttery, BUBBLES and Salon Cielo" or any derivations thereof, (i) customer lists and databases, websites, social media sites and accounts (including the content contained therein, user names and passwords), diagrams, drawings, domain names, and all advertising and marketing materials and collateral (including all physical, digital, or electronic imagery and design files), samples, product catalogs, product designs and specifications (including tech specifications) vendor and merchandise supplier data and information, (i) computer software and firmware, including data files, source code, object code and software-related specifications and documentation, (k) all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, and other records; (1) financial, marketing and business data, pricing and cost information, business and marketing plans and other information, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files in whatever media retained or stored, including computer programs and disks, (m) the right to sue for infringement and other remedies against infringement of any of the foregoing, and (n) rights to protection of interests in the foregoing under the laws of all jurisdictions.

"Intellectual Property Licenses" means (i) any grant to a third Person of any right to use any Intellectual Property owned by Sellers and (ii) any grant to Sellers of a right to use a third Person's Intellectual Property rights (other than off-the-shelf software for which Company pays less than five thousand Dollars (\$5,000) in licensing or other fees per software title per annum).

"Inventory" means all of Sellers' inventory and goods now owned or hereinafter acquired, wherever located, relating to the Business, including all inventory and goods that (a) are leased by Sellers as lessor, (b) are held by Sellers for sale or lease or to be furnished by Sellers under a Contract of service, or (c) consist of raw materials, work in process, finished goods, supplies, or material used or consumed in connection with the Business maintained or held by, stored by or on behalf of, or in transit to, any of Sellers.

"IRC" means the Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"Knowledge" of Sellers or the Company (and other words of similar import) means the actual knowledge of Phil Horvath and/or Richard Gatti.

"Landlord" means the landlord of real property under any of the Sellers' Leases.

"<u>Law</u>" means any constitution applicable to, and any statute, treaty, code, rule, regulation, ordinance or requirement of any kind of, any Governmental Authority.

"<u>Leases</u>" means all leases, subleases, licenses, concessions, options, contracts, extension letters, easements, reciprocal easements, assignments, termination agreements, subordination agreements, nondisturbance agreements, estoppel certificates and other agreements (written or oral), and any amendments or supplements to the foregoing, and recorded memoranda of any of the foregoing, pursuant to which any Seller holds any leasehold or subleasehold estates and other rights in respect of any Salon.

"<u>Liability</u>" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

"Lien" means any lien (statutory or otherwise), Claim, Encumbrance, deed of trust, right of first offer, easement, servitude, transfer restriction under any shareholder or similar agreement, mortgage, pledge, lien, charge, security interest, option, right of first refusal, easement, security agreement or other encumbrance or restriction on the use or transfer of any property, hypothecation, license, preference, priority, covenant, right of recovery, order of any Governmental Authority, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any leasehold interest, license or other right, in favor of a third party or a Seller, to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown; provided, however, that "Lien" shall not be deemed to include any license of Intellectual Property.

"<u>Litigation</u>" means any action, cause of action, suit, claim, investigation, audit, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity and whether before any Governmental Authority.

"Material Adverse Effect" means any effect, condition, fact, circumstance or change that has, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition of the Acquired Assets, taken as a whole, other than any effects, circumstances or changes to the extent arising from or related to: (a) general business or economic conditions in any of the geographical areas in which the Salons operate; (b) any condition or occurrence affecting salons or the salon industry generally; (c) national or international political or social conditions, including the engagement by any country in

hostilities, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (d) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (e) the occurrence of any act of God or other calamity or force majeure events (whether or not declared as such), including any strike, labor dispute, civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event; (f) changes in Law or accounting rules (including GAAP); (g) the taking of any action required or permitted by this Agreement or any Related Agreement or taken (or omitted to be taken) with the consent of the other Party (other than any action taken pursuant to Section 5.2(a)); (h) any effects or changes as a result of the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with Sellers; (i) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code; (j) the closing of any shops not acquired by Buyers or the sale of any other assets or shops to any third parties by any Seller or any of its Affiliates; (k) any effects or changes arising from or related to the breach of the Agreement by Buyers; (1) the failure of Sellers to obtain any consent, permit, authorization, waiver or approval required in connection with the transactions contemplated hereby; (m) any items set forth in the Disclosure Schedule; or (n) any effect resulting from the filing or pendency of the Bankruptcy Cases; provided, however that global coronavirus 2019-2020 pandemic, business restrictions related thereto, and Shelter-in-Place Laws shall not be considered a Material Adverse Effect, it being recognized that Sellers' salons will likely be closed for the entirety of the period through the Closing Date.

"<u>Merchandise</u>" shall mean (A) all finished goods inventory that is owned by the Company and located at the Salons as of the Closing Date; (B) any Merchandise located at a distribution center; and (C) the Display Merchandise.

"Obligations" shall mean all obligations under the DIP Financing Agreement and the Prepetition Senior Secured Debt.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice from the date of the filing of the Bankruptcy Cases, but subject, however, to (x) changes arising or resulting from the filing or pendency of the Bankruptcy Cases and (y) the "going out of business sales" contemplated as of the date hereof.

"Outside Back-up Date" has the meaning set forth in Section 5.3(e).

"Overbid Protection" has the meaning set forth in Section 5.3(b).

"Owned Intellectual Property" means all Intellectual Property owned or purported to be owned by Sellers.

"Parties" has the meaning set forth in the preamble.

"<u>Permit</u>" means any franchise, approval, permit, license, order, registration, certificate, variance or similar right obtained from any Governmental Authority.

"Permitted Lien" means (a) Liens for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings and arising or incurred in the Ordinary Course of Business; (b) mechanic's, workmen's, repairmen's, warehousemen's, carrier's or other similar Liens, including all statutory liens, arising or incurred in the Ordinary Course of Business for amounts which are not delinquent and which are not, individually or in the aggregate, material to the business of Sellers; (c) with respect to leased or licensed real or personal property, the terms and conditions of the lease, license, sublease or other occupancy agreement applicable thereto which are customary; (d) with respect to real property, usual and customary zoning, building codes and other land use laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property; (e) usual and customary easements, covenants, conditions, restrictions and other similar matters affecting title to real property and other encroachments and title and survey defects provided that they do not materially detract from the property.

"<u>Person</u>" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Authority or any group of any of the foregoing.

"Petition Date" has the meaning set forth in the recitals.

"Prepetition Lenders" means Salon Holdings.

"Prepetition Senior Secured Debt" means Third Amended and Restated Credit Agreement, effective as of November 15, 2017, by and among Creative Hairdressers, Inc. ("Borrower"), each lender from time to time party thereto (collectively, the "Lenders") and the Prepetition Lender (as successor to Manufacturers and Traders Trust Company), as amended from time to time, along with all ancillary loan documents.

"Prevailing Bidder" has the meaning set forth in Section 5.3(e).

"Purchase Price" has the meaning set forth in Section 2.3.

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement.

"Representative" means, when used with respect to a Person, the Person's controlled and controlling Affiliates (including Subsidiaries) and such Person's and any of the foregoing Person's respective officers, directors, managers, members, shareholders, partners, employees, agents, representatives, advisors (including financial advisors, bankers, consultants, legal counsel and accountants) and financing sources.

"Requesting Party" has the meaning set forth in Section 6.2.

"Returned Merchandise" means goods sold by Sellers prior to the Closing Date and returned by a customer prior to the Closing Date in compliance with Sellers' return policy.

"Sale Hearing" means the hearing for approval of, among other things, this Agreement and the transactions contemplated herein.

"Sale Order" means the sale order or orders in form and substance reasonably agreed by Salon Holdings and Sellers.

"Salon Holdings" has the meaning set forth in the preamble.

"Salons" has the meaning set forth in Section 3.6.

"Seller Proration Amount" has the meaning set forth in Section 2.6.

"Sellers" has the meaning set forth in the preamble.

"Shelter-in-Place Law" means any federal, state, local or foreign law, statute, code, ordinance, rule, regulation, order, or guideline restricting business operations in connection with the global coronavirus 2019 pandemic.

"Subsidiary" means, with respect to any Person, means, on any date, any Person (a) the accounts of which would be consolidated with and into those of the applicable Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date or (b) of which securities or other ownership interests representing more than fifty percent of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests or more than fifty percent of the profits or losses of which are, as of such date, owned, controlled or held by the applicable Person or one or more subsidiaries of such Person.

"Tax" or "Taxes" means any United States federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, stamp, occupation, premium, windfall profits, environmental (including taxes under section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether disputed or not.

"<u>Tax Return</u>" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Termination Date" has the meaning set forth in Section 8.1(b)(ii).

"Total Consideration" has the meaning set forth in Section 2.3.

"Transfer Tax" has the meaning set forth in Section 6.4.

"<u>Transition Services Agreement</u>" means the Transition Services Agreement between Buyers and Sellers to provide certain transition services following the Closing Date.

"Transferred Employee" has the meaning set forth in Section 6.3(a).

"WARN Act" means, collectively, the Worker Adjustment and Retraining Notification Act of 1989 and any similar state or local law.

"Wind-Down" means any and all post-closing actions to be taken for the administrative wind-down of the bankruptcy estate pursuant to the Bankruptcy Code, including but not limited to the preparation, solicitation and confirmation of a plan of liquidation under chapter 11 of the Bankruptcy Code.

#### Section 1.2 <u>Interpretations</u>. Unless otherwise indicated herein to the contrary:

- (a) When a reference is made in this Agreement to an Article, Section, Exhibit, Schedule, clause or subclause, such reference shall be to an Article, Section, Exhibit, Schedule, clause or subclause of this Agreement.
- (b) The words "include," "includes" or "including" and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words "without limitation."
- (c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (d) The word "if" and other words of similar import shall be deemed, in each case, to be followed by the phrase "and only if."
  - (e) The use of "or" herein is not intended to be exclusive.
- (f) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa.
- (g) All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein.
- (h) References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.
  - (i) Any reference herein to "Dollars" or "\$" shall mean United States dollars.
- (j) Each Buyer acknowledges and agrees that the specification of any dollar amount in the representations, warranties or covenants contained in this Agreement is not intended to imply that such amounts or higher or lower amounts are or are not material, and each Buyer shall not use the fact of the setting of such amounts in any dispute or

controversy between the Parties as to whether any obligation, item, or matter is or is not material.

(k) References in this Agreement to materials or information "furnished to Buyer" and other phrases of similar import include all materials or information made available to Salon Holdings or its Representatives in the data room prepared by Sellers or provided to Salon Holdings or its Representatives in response to requests for materials or information.

#### ARTICLE II PURCHASE AND SALE

Section 2.1 <u>Purchase and Sale of Assets</u>. On the terms and subject to the conditions set forth in this Agreement, Buyers will purchase and acquire from Sellers, and Sellers will sell, transfer, assign, convey and deliver to Buyers at the Closing all of the Acquired Assets.

Section 2.2 <u>Assumed Liabilities</u>. On the terms and subject to the conditions set forth in this Agreement, Buyers will assume and become responsible for the Assumed Liabilities at the Closing. The applicable Buyer agrees to pay, perform, honor and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof, including paying all Cure Costs. For the avoidance of doubt, Sellers shall not be liable for, and shall have no obligation to pay or cause to be paid, any Cure Costs.

Section 2.3 <u>Consideration; Deposit</u>. The consideration for the Acquired Assets (the "<u>Total Consideration</u>") shall be (i) the Assumed Liabilities, (ii) the credit bid in an amount equal to 90% of the Obligations (as defined in the DIP Financing Agreement) (the "Credit Bid") (as an offset against, and reduction in the amount of Sellers' debt in respect of such Obligations under the DIP Financing Agreement, pursuant to Section 363(k) of the Bankruptcy Code), and (iii) \$100,000, paid in cash, to fund the Wind Down (such amounts, together with the amount of the Senior DIP NM Term Loan Obligations and the Credit Bid, the "*Purchase Price*"); <u>provided, however</u>, that Purchaser reserves the right to increase the Purchase Price, subject to the Bidding Procedures Order and applicable Law. Notwithstanding the foregoing, the Buyer further agrees to waive any unsecured claims in the Bankruptcy Cases.

Section 2.4 <u>Closing</u>. The closing of the transactions contemplated by this Agreement (the "<u>Closing</u>") shall take place at the offices of DLA Piper LLP (US), 6225 Smith Avenue, Baltimore, MD. 21209 (or such other location as shall be mutually agreed upon by Sellers and Buyer) commencing at 10:00 AM local time on June 1, 2020, subject to the prior or simultaneous satisfaction or waiver all of the conditions to the obligations of Sellers and Buyer to consummate the transactions contemplated hereby set forth in <u>Article VII</u>, or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto. The date on which the Closing is to occur shall be referred to herein as the "Closing Date".

#### Section 2.5 <u>Closing Payments and Deliveries.</u>

- (a) At the Closing, the applicable Seller will deliver to the applicable Buyer: (i) a duly executed Bill of Sale, each substantially in the form of Exhibit A (the "Bill of Sale"); (ii) a duly executed Assignment and Assumption Agreement, each substantially in the form of Exhibit B (the "Assignment and Assumption Agreement"); (iii) a duly executed certificate from an officer of each Seller to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) is satisfied; and (iv) a non-foreign affidavit from each Seller that is organized in or under the Laws of the United States or any state thereof, dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under Treasury Regulations issued pursuant to section 1445 of the IRC.
- (b) At the Closing, the applicable Buyer will deliver to the applicable Seller: (i) the Bill of Sale duly executed by such applicable Buyer; (ii) the Assignment and Assumption Agreement duly executed by such applicable Buyer; (iii) the Transition Services Agreement; and (iv) a duly executed certificate from an officer of such applicable Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) are satisfied.

#### Section 2.6 RESERVED.

#### Section 2.7 <u>Assumption/Rejection of Certain Contracts and Leases.</u>

- (a) <u>Schedule 2.7(a)</u> sets forth a list or reference, as of the date hereof, of all executory Contracts and unexpired Leases to which any Seller is a party and which have post-Closing obligations exceeding \$5,000.
- From and after the date hereof until the earlier of (x) one Business Day prior to the Sale Hearing or (y) three Business Days prior to the Closing, Salon Holdings may, in its sole discretion, (i) designate a Contract listed or referenced on Schedule 2.7(a) for assumption and assignment to the applicable Buyer in accordance with Section 2.1 and Section 2.2 or as otherwise determined by Salon Holdings, effective on and as of the Closing (such Contracts, the "Designated Contracts"), (ii) designate a Lease listed or referenced on Schedule 2.7(a) for assumption and assignment to the applicable Buyer in accordance with Section 2.1 and Section 2.2 or as otherwise determined by Salon Holdings, effective on and as of the Closing, including, but not limited to, any amendment or modification that may contain lease concessions (such Leases, the "Assumed Leases"), or (iii) designate any Contract or Lease listed or referenced on Schedule 2.7(a) for rejection. The Designated Contracts and Assumed Leases as of the date hereof are set forth on Schedule 2.7(b) hereto, which will be supplemented as additional Leases and Contracts are designated for assumption and assignment or rejection prior to the conclusion of the Auction, if any, as set forth in this Section 2.7(b); provided that that if no Auction is held, Schedule 2.7(b) may be supplemented as additional Leases and Contracts are designated for assumption and assignment or rejection until the earlier of (x) one Business Day prior to the Sale Hearing or (y) three Business Days prior to the Closing.

- (c) Sellers shall take all actions reasonably required to assume and assign the Designated Contracts and Assumed Leases to the applicable Buyer, including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to the applicable Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.
- (d) Buyers shall take all actions reasonably required for Sellers to assume and assign the Designated Contracts and Assumed Leases to the applicable Buyer (including the payment of the Cure Costs), including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to Buyers satisfies all applicable requirements of section 365 of the Bankruptcy Code.
- (e) Buyers shall have the right to designate that any Acquired Asset be assigned to an affiliate of Buyers and any Designated Contract or Assumed Lease be assumed and assigned to an affiliate of Buyers.

Section 2.8 <u>Allocation</u>. Buyers and Sellers agree to allocate the Purchase Price (as finally determined hereunder), the Assumed Liabilities, and all other relevant items among the Acquired Assets in accordance with section 1060 of the IRC and the Treasury Regulations thereunder.

Section 2.9 <u>Removal of Excluded Assets</u>. Subject to applicable law, including applicable Shelter-in-Place Laws and as promptly as practicable following the Closing Date (and in any event within ten (10) Business Days of later of (x) the Closing or (y) repeal of applicable Shelter-in-Place Laws), Sellers shall remove at their expense all of the Excluded Assets that are located at the Salons and, if requested by Sellers, Buyer shall arrange transportation of such Excluded Assets to a location designated by Sellers at Sellers' expense.

# ARTICLE III SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers represent and warrant to Buyers that the statements contained in this <u>Article III</u> are true and correct as of the date of this Agreement, except as set forth in the disclosure schedule accompanying this Agreement (the "<u>Disclosure Schedule</u>"). For the avoidance of doubt, any reference in this Article III to "Sellers" or "Seller" shall include any predecessors of any Seller.

Section 3.1 <u>Organization of Sellers; Good Standing</u>. Each Seller is either a corporation duly organized or a limited liability company duly formed, validly existing, and in good standing under the laws of the state of its incorporation or formation and has, subject to the necessary authority from the Bankruptcy Court, all requisite corporate or company power and

authority to own, lease, and operate its assets and to carry on its business as now being conducted, except where the failure to be so organized or formed, existing, or in good standing or have such power and authority would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 <u>Authorization of Transaction</u>. Subject to the Bankruptcy Court's entry of the Sale Order, each Seller has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby to which each Seller is a party have been duly authorized by such Seller. Upon due execution hereof by each Seller, this Agreement (assuming due authorization and delivery by Buyers) shall constitute, subject to the Bankruptcy Court's entry of the Sale Order, the valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Government Filings. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will (a) conflict with or result in a breach of the organizational documents of any Seller, (b) subject to the entry of the Sale Order, violate any Law or Decree to which any Seller is subject in respect of the Acquired Assets, or (c) subject to the entry of the Sale Order, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any material Contract or Lease to which any Seller is a party or to which any of the Acquired Assets is subject, except, in the case of either clause (b) or (c), for such conflicts, violations, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Other than as required by, or pursuant to, the Bankruptcy Code, the Bidding Procedures Order or the Sale Order, no Seller is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially impair or delay any Seller's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 3.4 <u>Title to Assets</u>. At the Closing, subject to any Permitted Liens, Sellers will have good and valid title to, or the right to use, the Acquired Assets, except to the extent the failure to have such title or right to use would not reasonably be expected to have a Material Adverse Effect. Pursuant to the Sale Order, Sellers will convey such title to or rights to use, all of the tangible Acquired Assets, free and clear of all Liens (other than Permitted Liens).

Section 3.5 <u>Designated Contracts</u>. True and materially complete copies of all Contracts and Leases set forth on <u>Schedule 2.7(a)</u> have been made available to Salon Holdings in the data room prepared by Sellers.

Section 3.6 Real Property. Sellers do not have any title interest in real property which is related to, used, useful or held for use in the conduct of the Business. Schedule 3.6 of the Disclosure Schedule sets forth the location of each of the operating hair salons identified by name (Hair Cuttery, BUBBLES or Salon Cielo (each, a "Salon", and collectively, the "Salons"), each of which is leased to a Seller by a third party, and a list of all Leases. The total number of operating salons related to the Business is approximately 797, all of which presently are closed due to Shelter-in-Place Laws. Sellers have made available to Salon Holdings a true and materially complete copy of each Lease. With respect to each Lease, (a) assuming due authorization and delivery by the other party thereto, such Lease constitutes the valid and legally binding obligation of the Seller party thereto and, to Sellers' Knowledge, the counterparty thereto, enforceable against such Seller and, to Sellers' Knowledge, the counterparty thereto in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity, and (b) neither such Seller nor, to Sellers' Knowledge, the counterparty thereto is in breach or default under such Lease, except (i) for those defaults that will be cured in accordance with the Sale Order or waived in accordance with section 365 of the Bankruptcy Code (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Leases) or (ii) to the extent such breach or default would not reasonably be expected to have a Material Adverse Effect.

Section 3.7 <u>Litigation; Decrees</u>. Except as set forth in <u>Schedule 3.7</u> of the Disclosure Schedule and other than the Bankruptcy Cases, there is no material Litigation pending against the Sellers, jointly or individually. Other than the Bankruptcy Cases, no Seller is subject to any outstanding Decree that would (x) reasonably be expected to have a Material Adverse Effect or (y) prevent or materially delay such Seller's ability to consummate the transactions contemplated hereby or perform in any material respect its obligations hereunder.

Section 3.8 <u>Labor Relations</u>. Except as set forth in <u>Schedule 3.8</u> of the Disclosure Schedule:

- (a) No Seller is a party to or bound by any collective bargaining agreement. To Sellers' Knowledge, no union or other labor organization; (i) is currently attempting to organize any employees of the Company for the purpose of representation; or (ii) has demanded recognition or filed any petition seeking certification.
- (b) Sellers have made available to Buyers in the data room a true, correct and complete list, as of the date of this Agreement, of all employees of the Company and identifies the job title, work location, date of hire, exempt or non-exempt status, employment status (whether active or on leave of absence), part-time or full-time, annual base salary or regular hourly wage rate, and bonus or commission entitlement for each such employee, as well as whether such employee is on leave and the date of such leave.
- (c) Except as set forth in Schedule 3.8(c) of the Disclosure Schedule, to Sellers' Knowledge, there is no charge or complaint of discrimination or retaliation, lawsuit, governmental investigation or audit or other similar proceeding pending or threatened against the Company by, on behalf of or relating to any employee(s) of the Company.

Section 3.9 <u>Brokers' Fees</u>. Except as set forth in Schedule 3.9 of the Disclosure Schedule, no Seller has entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which any Buyer could become liable or obligated to pay.

#### Section 3.10 Taxes.

- (a) Except as set forth in <u>Schedule 3.10</u> of the Disclosure Schedule and for matters that would not be reasonably expected to have a Material Adverse Effect, and except those Taxes for which the Sellers will seek authority from the Bankruptcy Court to pay (i) Sellers have timely filed all Tax Returns required to be filed with the appropriate Governmental Authorities in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted or to be obtained on behalf of Sellers); (ii) all Taxes shown as due on such Tax Returns have been paid (other than any Taxes not due as of the date of the filing of the Bankruptcy Cases as to which subsequent payment was prohibited by reason of the Bankruptcy Cases); (iii) Sellers are not a party to any Litigation by any taxing authority; and (iv) there are no pending or, to Seller's Knowledge, threatened Litigation by any taxing authority.
- (b) Sellers are not foreign persons within the meaning of section 1445 of the IRC.

#### Section 3.11 RESERVED.

#### Section 3.12 Employee Benefits.

- (a) Schedule 3.12(a) of the Disclosure Schedule lists all "employee benefit plans," as defined in section 3(3) of ERISA, including any multiemployer plans as defined in section 3(37) of ERISA, and all other material employee benefit plans or arrangements (other than governmental plans and statutorily required benefit arrangements), including bonus or incentive plans, deferred compensation arrangements, severance pay, sick leave, vacation pay, disability, medical insurance and life insurance maintained or contributed to by Sellers with respect to Covered Employees (the "Company Benefit Plans").
- (b) The Company has delivered or made available to Salon Holdings true, correct and materially complete copies of the following documents with respect to each Company Benefit Plan: (i) each Company Benefit Plan (and all amendments thereto), and in the case of an unwritten Company Benefit Plan, a written description thereof, and any trust agreement, investment management contract, custodial agreement or insurance contract relating to such plan, (ii) the most recent summary plan description and all summaries of material modifications thereto, and (iii) the most recently filed annual reports on Form 5500 and all Schedules thereto.
- (c) Each of the Company Benefit Plans sponsored by Sellers that is intended to qualify under section 401 of the IRC has been determined by the IRS to be so qualified, and, except as disclosed on <u>Schedule 3.12(c)</u> of the Disclosure Schedule, to the

Knowledge of Sellers, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination.

- (d) To Sellers' Knowledge, each of the Company Benefit Plans has been maintained, in all material respects, in accordance with its terms and all provisions of applicable Law.
- (e) No Company Benefit Plan is a "multiemployer plan" (as defined in section 3(37) of ERISA) ("<u>Multiemployer Plan</u>") or other pension plan that is subject to Title IV or Section 302 of ERISA or Section 412 of the Code and neither the Company nor any of its ERISA Affiliates has sponsored or contributed to or been required to contribute to a Multiemployer Plan or other pension plan subject to Title IV or Section 302 of ERISA or Section 412 of the Code at any time within the previous six years. Neither the Company nor any of its ERISA Affiliates has any liability (contingent or otherwise) relating to the withdrawal or partial withdrawal from a Multiemployer Plan.
- (f) No Company Benefit Plan provides benefits, including death or medical benefits, beyond termination of service or retirement other than (i) coverage mandated by Law, including but not limited to COBRA coverage, or (ii) death or retirement benefits under a Company Benefit Plan qualified under Section 401(a) of the Code, and neither the Company nor any of its ERISA Affiliates has made a written or oral representation promising the same.
- (g) With respect to each Company Benefit Plan providing termination or retirement benefits that is subject to the laws of a jurisdiction outside of the United States, or covering any Person residing or primarily working outside the United States, (i) to Sellers' Knowledge, each such Company Benefit Plan complies in all material respects with all applicable Laws; and (ii) each such Company Benefit Plan that is required to be registered with a Governmental Authority is so registered.

#### Section 3.13 Intellectual Property.

- (a) The Company or another Seller owns or possesses sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others, including prior employees or consultants, with which any of them may be affiliated now or may have been affiliated in the past.
- (b) The Company or another Seller is the sole and unrestricted legal and beneficial owner of all Owned Intellectual Property, and no Owned Intellectual Property will at the Closing be subject to any Liens, adverse claims, any requirement of any past (if outstanding), present or future royalty payments or otherwise encumbered or restricted by any rights of any third party, other than Permitted Liens. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby will not result in the loss, forfeiture, termination, license or impairment of, or give rise to any obligation to transfer or to create, change or abolish, or limit, terminate or consent to the continued use of any material Company Intellectual Property.

(c) Sellers, as a practice, have taken commercially reasonable and appropriate steps to protect, maintain and preserve the confidentiality of any trade secrets included in the Owned Intellectual Property.

#### Section 3.14 Compliance with Laws; Permits.

- (a) Sellers are in compliance with all Laws applicable to the Business, except as set forth in Section 3.14 of the Disclosure Schedule, as resulting from the filing and pendency of the Bankruptcy Cases or where the failure to be in compliance would not be reasonably expected to have a Material Adverse Effect. Sellers have not received any written notice of or been charged with the violation of any Laws, except where such violation would not be reasonably expected to have a Material Adverse Effect.
- (b) Sellers have all Permits which are required for the operation of the Business as presently conducted, except where such failure to have Permit would not be reasonably be expected to have a Material Adverse Effect. Sellers are not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which they are parties, except where such default or violation would not be reasonably expected to have a Material Adverse Effect.

Section 3.15 <u>Environmental Matters</u>. The representations and warranties contained in this <u>Section 3.15</u> are the sole and exclusive representations and warranties of Sellers with respect to environmental matters, including matters relating to Environmental Laws. Except as would not be reasonably likely to have a Material Adverse Effect:

- (a) the operations of Sellers are in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all Permits issued pursuant to Environmental Laws necessary to operate the Business;
- (b) no Seller is the subject of any outstanding Litigation with any Governmental Authority with respect to Environmental Laws;
- (c) no Seller is the subject of any pending, or to the Knowledge of Sellers, threatened Litigation alleging that Sellers may (i) be in violation of any Environmental Law, or any Permit issued pursuant to Environmental Law, or (ii) have any liability under any Environmental Law; and
- (d) to the Knowledge of Sellers, there are no pending or threatened investigations of Sellers, or currently or previously owned, operated or leased property of Sellers, which would reasonably be expected to result in Sellers or their Subsidiaries incurring liability pursuant to any Environmental Law.

Section 3.16 <u>Related Party Transactions</u>. Except as set forth on <u>Schedule 3.16</u> of the Disclosure Schedule and other than the Company Benefit Plans, no officer, director or executive committee member of any Seller or any member of their immediate family or any

Affiliate of the Company or such Seller (a) is a party to any Contract or Lease set forth on Schedule 2.7(b) of the Disclosure Schedule or has any material business arrangement with, or has any material financial obligations to or is owed any financial obligations from, the Company or any actual competitor, vendor or licensor of the Company (each such Contract, Lease or business arrangement, an "Affiliate Agreement"), (b) to the Knowledge of Sellers, none of the foregoing Persons have any cause of action or other claim whatsoever against or related to the Business or the Acquired Assets, and (c) to the Knowledge of Sellers, the Company does not have any direct or indirect business arrangement with or financial obligation to the foregoing Persons.

Section 3.17 Financial Statements. True, correct and complete copies of (a) the consolidated balance sheets and statements of operations and comprehensive income, stockholders' equity and cash flow of the Company as of and for the years ended December 31, 2018 and December 31, 2019 (the "Yearly Financial Statements") and (b) an unaudited consolidated balance sheets and statements of operations and comprehensive loss, cash flow and stockholders' equity of the Company as of and for the three month period ended March 31, 2020 (such date being the "Interim Balance Sheet Date") (the "Interim Financial Statements" and, together with Yearly Financial Statements, the "Financial Statements") have been provided to Salon Holdings. The Financial Statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Company as of the dates and for the periods indicated in such Financial Statements, have been prepared in accordance with the books of account and other financial records of the Company and have been prepared in conformity with GAAP (except, in the case of the Interim Financial Statements, for the absence of footnotes and other presentation items and for normal year-end adjustments that are not material individually or in the aggregate).

Section 3.18 <u>Inventory</u>. The Inventory as a whole is of a quantity and quality historically useable or saleable in the conduct of the Business since the filing of the Bankruptcy Cases, except in respect to Inventory that would have been discarded in normal course after the date upon which the salons ceased operations. All Inventory is free from defects in materials and workmanship (normal wear and tear excepted), except as would not have a Material Adverse Effect.

Section 3.19 <u>Sufficiency of Assets</u>. The Acquired Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted since the filing of the Bankruptcy Cases and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted immediately prior to the date hereof.

# ARTICLE IV BUYERS' REPRESENTATIONS AND WARRANTIES

Buyers represent and warrant to each Seller that the statements contained in this <u>Article IV</u> are true and correct as of the date of this Agreement.

Section 4.1 <u>Organization of Buyer; Good Standing</u>. Salon Holdings is a corporation duly organized, validly existing and in good standing under the laws of the State of

Delaware and has all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now being conducted. Each Buyer other than Salon Holdings is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite company power and authority to own, lease and operate its assets and to carry on its business as now being conducted

Section 4.2 <u>Authorization of Transaction</u>. Each Buyer has full power and authority (including full company power and authority) to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby to which a Buyer is a party have been duly authorized by such Buyer. This Agreement (assuming due authorization and delivery by Sellers) constitutes the valid and legally binding obligation of each Buyer, enforceable against each Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and general principles of equity.

Section 4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II) will (a) conflict with or result in a breach of the certificate of incorporation or bylaws, certificate of formation or operating agreement, or other organizational documents, as applicable, of such Buyer, (b) violate any law or Decree to which Buyer is, or its assets or properties are, subject or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract or Lease to which a Buyer is a party or by which it is bound, except, in the case of either clause (b) or (c), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a material adverse effect on Buyer. No Buyer is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, prevent or materially impair or delay any Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.4 <u>Litigation; Decrees</u>. There is no Litigation pending or, to Salon Holdings' knowledge, threatened in writing that challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby. Neither Salon Holdings nor any other Buyer is subject to any outstanding Decree that would prevent or materially impair or delay any Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.5 <u>Brokers' Fees</u>. No Buyer has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Sellers or any of their Affiliates could become liable or obligated to pay.

Section 4.6 <u>Sufficient Funds</u>; <u>Adequate Assurances</u>. Salon Holdings has and will have at the Closing immediately available funds sufficient for the satisfaction of all of its obligations under this Agreement, including the payment of the Purchase Price, the Cure Costs and all fees, expenses of and other amounts required to be paid by Buyer in connection with the transactions contemplated hereby. Each Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Designated Contracts and Assumed Leases and the related Assumed Liabilities.

#### ARTICLE V PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 <u>Efforts; Cooperation</u>. Upon the terms and subject to the conditions set forth in this Agreement (including <u>Section 5.4(a)</u>), each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things reasonably necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, except as otherwise specifically provided in <u>Section 5.4</u>. Without limiting the generality of the foregoing, (i) each Seller shall use its commercially reasonable efforts to cause the conditions set forth in <u>Section 7.1</u> that are within its control or influence to be satisfied or fulfilled, and (ii) each Buyer shall use its commercially reasonable efforts to cause the conditions set forth in <u>Section 7.2</u> that are within its control or influence to be satisfied or fulfilled.

#### Section 5.2 Conduct of the Business Pending the Closing.

- During the period prior to the Closing, Sellers shall use commercially reasonable efforts, except as otherwise required, authorized or restricted by applicable Law (including applicable Shelter-in-Place Laws), pursuant to the Bankruptcy Code or pursuant to a Decree of the Bankruptcy Court, to operate the Business in the Ordinary Course of Business. Sellers shall use commercially reasonable efforts to, except as related to or the result of the filing or pendency of the Bankruptcy Cases, (A) preserve intact their business organizations, (B) maintain the Business and the Acquired Assets (normal wear and tear excepted and recognizing the impact of the Shelter-in-Place Laws), (C) keep available the services of its officers and Covered Employees, (D) maintain satisfactory relationships with licensors, licensees, suppliers, contractors, distributors, consultants, vendors, and others having business relationships with Sellers in connection with the operation of the Business (other than payment of pre-petition claims), and (E) subject to the requirements of the Shelter-in-Place Laws, continue to operate the Business and Acquired Assets in all material respects in compliance with all Laws applicable to the Business and Sellers consistent with past practice in place immediately prior to the Petition Date.
- (b) Except (i) any and all matters as may be approved by the Bankruptcy Court, (ii) as required by applicable Law (including applicable Shelter-in-Place Laws) or

by Decree of the Bankruptcy Court, (iii) as otherwise contemplated by this Agreement, or (iv) with the prior written consent of Salon Holdings (which consent shall not be unreasonably withheld, conditioned or delayed), no Seller shall, solely as it relates to the Business:

- (i) other than in the Ordinary Course of Business, (A) materially increase the annual level of compensation of any Covered Employee or (B) materially increase or decrease the coverage or benefits available under any (or create any new) Employee Benefit Plan;
- (ii) subject any of the Acquired Assets to any Lien, except for Permitted Liens and any Lien securing any debtor in possession loan facility or granted in an order authorizing use of cash collateral;
- (iii) terminate, amend, or fail to renew, obtain, or preserve any material Permit;
  - (iv) make any material loans or material advances;
- (v) enter into any Contract that limits or restricts the conduct or operations of the business of the Company;
- (vi) incur, create, assume, guarantee, or become liable for any indebtedness, other than trade debt and other indebtedness incurred in the Ordinary Course of Business;
- (vii) except as previously disclosed to or known by Salon Holdings, materially modify, amend, supplement, or terminate any Contract or Lease set forth on Schedule 2.7(a);
- (viii) fail to maintain in full force and effect any filings necessary to maintain the Owned Intellectual Property, other than in the Ordinary Course of Business;
- (ix) write up, write down, or write off the book value of any assets other than in the Ordinary Course of Business;
- (x) engage any new employee whose annual base salary would exceed ten thousand Dollars (\$10,000);
  - (xi) reject any Contracts or Leases;
- (xii) seek to accelerate the receipt of any royalty payments or licensing receivables generated by the Business, by way of discount or otherwise;
- (xiii) terminate any Covered Employee unless such termination is for "cause"; or

(xiv) agree to do anything prohibited by this Section 5.2.

## Section 5.3 <u>Bankruptcy Court Matters</u>.

- (a) No later than April 23, 2020, Sellers shall file with the Bankruptcy Court an application or motion seeking approval of (i) the Bidding Procedures Order (ii) the form of this Agreement and Sellers' authority to enter into this Agreement and (iii) the Bid Protections (as defined below) (the "Bidding Procedures Motion").
- If this Agreement is terminated pursuant to Section 8.1(e)(i), Salon Holdings shall be entitled to the reimbursement of, and Sellers shall promptly reimburse Salon Holdings in immediately available funds for, its actual, reasonable and documented actual and necessary out-of-pocket fees and expenses in connection with the transaction contemplated hereby (the "Expense Reimbursement" or the "Bid Protections") in an amount, collectively of three hundred thousand Dollars (\$300,000). The payment of the Expense Reimbursement shall be subordinate to the payment of the Company's professional fees, as approved by the Bankruptcy Court. In addition, the Bidding Procedures Order shall provide for an initial overbid protection in the amount of two hundred fifty thousand Dollars (\$250,000) over and above the aggregate of the Purchase Price and the Bid Protections and minimum bid increments thereafter of one hundred thousand Dollars (\$100,000) (the "Overbid Protection"). The obligations of Sellers to pay the Bid Protections (i) shall, subject to the provisions of the DIP Order, be entitled to administrative expense claim status under Sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, (ii) shall not be subordinate to any other administrative expense claim against Sellers, other than as provided in the DIP Order or any adequate protection order in existence at the time the Expense Reimbursement is approved, and (iii) shall survive the termination of this Agreement in accordance with Section 8.2. The Bidding Procedures Order shall approve the Bid Protections as set forth in this paragraph.
- (c) Unless otherwise agreed by the Parties in writing, the Bidding Procedures Order shall also (i) be entered by the Bankruptcy Court on or before May 5, 2020, (ii) provide that qualified bids must be submitted by May 21, 2020, and an auction, if any, shall take place on May 22, 2020, and (iii) provide that the Closing shall occur on or before May 31, 2020. Notwithstanding the foregoing, the Closing shall occur as provided in Section 2.4.
- (d) This Agreement and the transactions contemplated hereby are subject to Sellers' right and ability to consider higher or better competing bids with respect to the Business and a material portion of the Acquired Assets pursuant to the Bidding Procedures Order (each a "Competing Bid").
- (e) If an Auction is conducted, and Buyers are not the prevailing party(ies) at the conclusion of such Auction (such prevailing party, the "Prevailing Bidder"), Buyers shall be required to serve as a back-up bidder (the "Back-up Bidder") and keep Buyers' bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) open and irrevocable until the earlier of (i) 5:00 p.m. (prevailing Eastern time) on May 31, 2020 (the "Outside Back-up Date"), or (ii) the date of closing of a Competing Bid with the Prevailing Bidder. Following the Sale Hearing and prior to the Outside Back-up Date, if the Prevailing Bidder fails to

consummate the applicable alternative transaction as a result of a breach or failure to perform on the part of such Prevailing Bidder, the Back-up Bidder (if the Back-up Bidder is the next highest bidder at the Auction) will be deemed to have the new prevailing bid, and Sellers will be authorized, without further order of the Bankruptcy Court, to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) with the Back-up Bidder.

- (f) Sellers shall promptly serve true and correct copies of the Sale Motion and all related pleadings in accordance with the Bidding Procedures Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Maryland, and any other applicable order of the Bankruptcy Court.
- (g) The Sale Order shall be entered by the Bankruptcy Court. The Sale Order shall, among other things, (i) approve, pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of this Agreement, (B) the sale of the Acquired Assets to Buyers on the terms set forth herein and free and clear of all Liens (other than Liens included in the Assumed Liabilities and Permitted Liens), and (C) the performance by Sellers of their respective obligations under this Agreement; (ii) authorize and empower Sellers to assume and assign to Buyers the Designated Contracts; and (iii) find that each Buyer is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to any Seller and grant each Buyer the protections of Section 363(m) of the Bankruptcy Code. Buyers shall promptly take such actions as are reasonably requested by Sellers to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (a) demonstrating that each Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and (b) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. In the event that the Bankruptcy Court's approval of the Sale Order shall be appealed, Sellers shall use reasonable efforts to defend such appeal.
- (h) Unless otherwise provided in the Bidding Procedures Order, the Bidding Procedures Order shall apply to the sale of the Business hereunder.

Section 5.4 <u>Notices and Consents.</u> Prior to the Closing and as necessary following the Closing:

- (a) Sellers will give, or will cause to be given, any notices to third parties, and each of the Parties will use its commercially reasonable efforts to obtain any third party consents or sublicenses, if applicable, as are otherwise necessary and appropriate to consummate the transactions contemplated hereby
- (b) Each of the Parties will give any notices to, make any filings with, and use its commercially reasonable efforts to obtain any authorizations, consents, and approvals of Governmental Authorities necessary and appropriate to consummate the transactions contemplated hereby.

Section 5.5 <u>Notice of Developments</u>. Each Seller and each Buyer will give prompt written notice to the other Parties of (a) the existence of any fact or circumstance, or the occurrence of any event, of which it has Knowledge that would reasonably be likely to cause a condition to a Party's obligations to consummate the transactions contemplated hereby set forth in <u>Article VII</u> not to be satisfied as of a reasonably foreseeable Closing Date, or (b) the receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; <u>provided</u>, <u>however</u>, that the delivery of any such notice pursuant to this <u>Section 5.5</u> shall not be deemed to amend or supplement this Agreement and the failure to deliver any such notice shall not constitute a waiver of any right or condition to the consummation of the transactions contemplated hereby by any Party.

Section 5.6 Access. Sellers will provide each Buyer and their respective Representatives access to all books and records, and Designated Contracts and Assumed Leases included in the Acquired Assets via an electronic data room; provided, however, that, for avoidance of doubt, the foregoing shall not require any Person to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto. Each Buyer shall upon reasonable notice to, and with the prior written consent of, Sellers, be permitted to contact Landlords, vendors, suppliers, licensors, and licensees. Sellers shall be entitled to be present at any such meetings.

Section 5.7 <u>Bulk Transfer Laws</u>. Each Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer laws or similar laws of any jurisdiction in connection with the transactions contemplated by this Agreement, including the United Nations Convention on the Sale of Goods, and hereby waives all claims related to the non-compliance therewith.

### ARTICLE VI OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

#### Section 6.1 Further Assurances.

- (a) In case at any time after the Closing any further action is necessary to carry out a Party's obligations under this Agreement, such Party will, at the requesting Party's sole cost and expense, take such further action (including the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information) as the other Party may reasonably request which actions shall be reasonably necessary to transfer, convey, or assign to the applicable Buyer all of the Acquired Assets to be acquired by such Buyer in accordance with Section 2.1 or to confirm an applicable Buyer's assumption of the Assumed Liabilities to be assumed by such Buyer in accordance with Section 2.2.
- (b) If, following the Closing, any Buyer or any Seller becomes aware that any Buyer or any of its Affiliates owns any asset or rights which is an Excluded Asset, such Party shall promptly inform the other Party of that fact. Thereafter, at the request of any Seller, such Buyer shall execute, or cause the relevant Affiliate(s) of such Buyer to

execute, such documents as may be reasonably necessary to cause the transfer of and such Buyer shall thereafter transfer any such asset or right to such Seller or such other entities nominated by such Seller for no consideration and such Seller shall do all such things as are reasonably necessary to facilitate such transfer. If, following the Closing, a Buyer receives any payments in respect of an Excluded Asset, such Buyer shall promptly remit such payments to the applicable Seller or other entity nominated by such Seller.

- (c) If, following the Closing, any Buyer or any Seller becomes aware that a Seller or any of its Affiliates owns any asset or rights which is an Acquired Asset, such Party shall promptly inform the other Party of that fact. Thereafter, at the request of any Buyer, the applicable Seller shall execute or cause the relevant Seller or Affiliate(s) of such Seller to execute such documents as may be reasonably necessary to cause the transfer of and such Seller shall thereafter transfer any such asset or right to such Buyer or any other entities nominated by such Buyer for no consideration and such Buyer shall do all such things as are reasonably necessary to facilitate such transfer. If, following the Closing, a Seller or its Affiliates receive any payments in respect of the Acquired Assets, such Seller shall promptly remit such payments to such applicable Buyer or other entity nominated by Buyer.
- (d) With respect to any Acquired Asset (and any asset which is not an Acquired Asset solely as a result of a restriction on transfer or assignment) for which consent or approval is required for transfer or assignment but is not obtained prior to the Closing, Sellers shall reasonably cooperate with Buyers in any reasonable arrangement that Buyers may request to provide Buyers with all of the benefits of, or under, the applicable Acquired Assets (or assets that are not Acquired Assets solely as a result of a restriction on transfer or assignment), including taking actions reasonably required to enforce, for the benefit of a Buyer, any and all rights of Sellers against any party to the applicable Acquired Asset.

Section 6.2 Access; Enforcement; Record Retention. From and after the Closing, upon request by any Party or Dennis Ratner (the "Requesting Party"), the other Parties will permit such Requesting Party and its Representatives to have reasonable access during normal business hours, at the sole expense of such Requesting Party and in a manner so as not to interfere unreasonably with the normal business operations of such Party, to all premises, properties, personnel, books and records, and Contracts or Leases of such Party for the purposes of (a) preparing Tax Returns, (b) monitoring or enforcing rights or obligations under this Agreement or any of the Related Agreements, or (c) defending third-party lawsuits or complying with the requirements of any Governmental Authority; provided, however, that, for avoidance of doubt, the foregoing shall not require a Party to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable law, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations. Buyers agree to maintain the files or records which are contemplated by the first sentence of this Section 6.2 in a manner consistent in all material respects with its document retention and destruction policies, as in effect from time to time, for six (6) years following the Closing.

### Section 6.3 <u>Covered Employees.</u>

- Salon Holdings, or one of the other Buyers, may offer employment to any or all of the Covered Employees (including, for the avoidance of doubt, Inactive Employees). At least two (2) Business Days prior to the Auction, Salon Holdings may provide Sellers a list of any Covered Employees that Salon Holdings, or one of the other Buyers, would like to make an offer of employment. Any such offer of employment will be effective as of the Closing Date and contingent upon the Closing. Each Covered Employee who accepts such offer of employment shall be deemed a "Transferred Employee"; provided that any Covered Employee who has been furloughed or is on an approved leave of absence as of the Closing (an "Inactive Employee") shall not be considered a Transferred Employee unless and until such Inactive Employee returns to active status pursuant to the following sentence, and notwithstanding anything herein to the contrary, no Buyer or their respective Affiliates shall be responsible for Liabilities relating to such Inactive Employee from and after the date such Inactive Employee becomes a Transferred Employee. Each Transferred Employee who becomes employed by a Buyer in connection with the transactions contemplated by this Agreement shall be eligible to receive the salary and benefits (excluding, severance and equity compensation) maintained for employees of Salon Holdings on substantially similar terms and conditions in the aggregate as are provided to similarly situated employees of Salon Holdings. The employment of any Inactive Employee with Salon Holdings or one of its Affiliates, as applicable, shall be effective upon his or her return to active work, provided that the Inactive Employee reports to work with Salon Holdings or one of its Affiliates, as applicable, within five (5) Business Days after the end of any such approved leave and, to the extent permitted by applicable Law, in no event later than six (6) months following the later of (i) the Closing Date or (ii) repeal of the applicable Shelter-in-Place Laws, and, as of such date, such Inactive Employee shall be a Transferred Employee. Salon Holdings, in its sole discretion shall also be permitted to offer employment to any Covered Employee that is not employed at a Salon and any such Covered Employee that accepts such offer of employment shall be a Transferred Employee. reasonably cooperate with any reasonable requests by Buyer in order to facilitate the offers of employment and the delivery of such offers.
- (b) <u>Service Credit</u>. Each Transferred Employee shall be given credit for all service with Sellers and their Subsidiaries, and their respective predecessors under any employee benefit plans or arrangements of Salon Holdings and its respective Affiliates maintained by Salon Holdings or its respective Affiliates in which such Transferred Employees participate following the Closing Date, for purposes of eligibility, vesting and entitlement to benefits, including for severance benefits and vacation entitlement and for accrual of pension benefits *provided*, *however*, that (i) such credit shall be given pursuant to payroll or plan records, at the election of Salon Holdings, in its sole and absolute discretion; and (ii) such service crediting shall be permitted and consistent with Salon Holdings' defined contribution retirement plan. Notwithstanding the foregoing, nothing in this <u>Section 6.3(b)</u> shall be construed to require crediting of service that would result in a duplication of benefits.

- (c) <u>No Third Party Beneficiary Rights</u>. Without limiting the generality of this <u>Section 6.3</u>, no provision of this Agreement shall create any third party beneficiary rights in any current or former employee or service provider of any Seller, any Covered Employee, or any Transferred Employee (including any beneficiary or dependent thereof) in respect of continued employment by Sellers or its Affiliates or Buyers or its Affiliates or otherwise. Nothing herein shall (i) guarantee employment for any period of time or preclude the ability of any Buyer or any of its Affiliates to terminate any Transferred Employee for any reason, (ii) require any Buyer or any of its Affiliates to continue any Company Benefit Plans, employee benefit plans, or arrangements or prevent the amendment, modification or termination thereof after the Closing, or (iii) constitute an amendment to any Company Benefit Plan, employee benefit plans, or arrangements.
- (d) Effective as soon as practicable following the Closing Date, Sellers, or any applicable Affiliate, shall effect a transfer of assets and liabilities from the defined contribution retirement plan that it maintains, to the defined contribution retirement plan maintained by Salon Holdings, with respect to those employees of the Business who become employed by Salon Holdings, or an Affiliate of Salon Holdings, in connection with the transactions contemplated by this Agreement. Any such transfer shall be in an amount sufficient to satisfy Section 414(l) of the Code.
- (e) Except for any Assumed Liabilities, Sellers will have the sole and absolute responsibility for any financial or other commitments to their employees for the period prior to the Closing, including any and all claims or obligations for severance pay and any and all claims and obligations arising under any collective bargaining agreement, employee benefit plan (including, any withdrawal liability) or any local, state or federal law, rule or regulation. Other than as set forth in Section 6.3(a), no Buyer of any of its Affiliates shall have any contractual or other obligation with respect to hiring, offering to hire or employing any Covered Employee or any of Sellers' other employees. Except as set forth in Section 6.3(a), in no event shall any Buyer be obligated to commit to any particular usage of employees or to any particular benefits or wage rates. Nothing contained herein shall be deemed an admission that Sellers have any financial obligation to employees or that obligations, if any, are entitled to a particular treatment or priority under the Bankruptcy Code. Sellers' failure to pay an obligation, if any, under this Section 6.3 shall not be a default under this Agreement.

Section 6.4 <u>Transfer Taxes</u>. Buyers shall pay any stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge (a "<u>Transfer Tax</u>") imposed under applicable Law in connection with the transactions contemplated hereby. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. The Parties hereto shall cooperate to permit the filing Party to prepare and timely file any such Tax Returns.

Section 6.5 <u>Press Releases and Public Announcements</u>. No Party shall issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of Salon Holdings and CHI, unless a press release or public announcement is required by applicable law, or any rule or order of the

Bankruptcy Court. If any such announcement or other disclosure is required, the disclosing Party shall give the nondisclosing Parties prior notice of, and an opportunity to comment on, the proposed disclosure. The Parties acknowledge that Sellers shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order.

### Section 6.6 Non-Disclosure; Non-Solicit; Non-Disparagement.

- (a) Non-Disclosure of Confidential Information. None of the Sellers nor Ratner Companies, L.C. or Dennis Ratner (the "Restricted Parties") shall, directly or indirectly, disclose or use at any time (and shall cause their respective Affiliates and Representatives not to use or disclose) any Confidential Information (whether or not such information is or was developed by any of the Restricted Parties), except to the extent that (i) such disclosure or use is (i) directly related to and required by the performance of such Restricted Party's duties to the Company or the Buyers, (ii) required by applicable law, any rule of the Bankruptcy Court, any Decree, or as otherwise provided hereunder. The Restricted Parties each further agrees to take commercially reasonable steps, to the extent within its control, to safeguard such Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. In the event any of the Restricted Parties is required by Law or Decree to disclose any Confidential Information, such Restricted Party shall promptly notify the Buyers in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with the Buyers' reasonable requests to preserve the confidentiality of such Confidential Information consistent with applicable Law. For purposes of this Agreement, "Confidential Information" means all information of a confidential or proprietary nature (whether or not specifically labeled or identified as "confidential"), in any form or medium, that relates to the Business, the Company, any other Seller, or their respective suppliers, distributors, customers, independent contractors or other business relations. Confidential Information includes the following as they relate to the Company, any other Seller or the Business and, in each case, to the extent the Company, any other Seller or the Business obtains a commercial benefit from the secret nature of such information: internal business information (including information relating to strategic and staffing plans and practices, business, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods and potential acquisition candidates); identities of, individual requirements of, and specific contractual arrangements with, the Company's or any other Seller's suppliers, distributors, customers, independent contractors or other business relations and their confidential information; trade secrets, know-how, compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, documentation, models, data and data bases relating thereto; and inventions, innovations, improvements, developments, methods, designs, analyses, drawings, and reports.
- (b) <u>Non-Solicit; Non-Disparagement</u>. During the period commencing on the date hereof and ending on the third (3rd) anniversary of the Closing Date (the "Restricted Period"), the Restricted Parties shall not, and shall not cause their respective affiliates and trusts of the foregoing, including Gary Ratner and each Dennis Company (as defined below), to, directly or indirectly, either individually or acting in concert with another Person or Persons:

- (i) request, induce or attempt to influence any distributor, supplier or customer of goods or services of the Business to curtail, cancel or refrain from maintaining or increasing the amount or type of business such distributor, supplier or customer of goods or services is currently transacting, or may be transacting during the Restricted Period, with the Business or modify its pricing or other terms of sale with the Business;
- (ii) solicit for employment or retention or hire, employ or retain any Person who is an employee of the Business during the Restricted Period or was an employee at any time during the twelve (12) month period preceding the Closing Date;
- (iii) influence or attempt to influence any Person who is an employee of the Business during the Restricted Period or at any time during the twelve (12) month period preceding the Closing Date to terminate his or her employment with the Company or the Business; or
- (iv) make any negative, derogatory or disparaging statements or communications regarding any Buyer, the Business, the Company or its Subsidiaries, or their respective Affiliates, stockholders, officers, directors, or employees.

The Parties acknowledge and agree that (i) Gary Ratner owns an interest in and operates Salon Plaza Enterprises, LLC ("Salon Plaza") and that Salon Plaza is in a business that is similar to the Business, and (ii) as of the date hereof, Dennis Ratner owns, directly or indirectly, in whole or in part, as a shareholder, member, manager, director, officer, employee, consultant, trustee, representative or agent, an equity interest in the entities identified on Schedule 6.6(b) (each a "Dennis Company," and collectively the "Dennis Companies"). For the avoidance of doubt, nothing contained in this Section 6.6(b) shall prohibit Gary Ratner from continuing to own and operate Salon Plaza and Dennis Ratner from continuing to own and participate in the operations of any of the Dennis Companies, subject to Buyer's remedies under Section 6.6(d) in the event of breach or threatened breach of clauses (i) through (iv) of this Section 6.6(b).

(c) <u>Severability</u>. Notwithstanding anything to the contrary in this Agreement, if at any time, in any judicial or arbitration proceeding, any of the restrictions stated in this Section 6.6 are found by a final order of a court of competent jurisdiction or arbitrator to be unreasonable or otherwise unenforceable under circumstances then existing, the Parties each agree that the period, scope or geographical area, as the case may be, shall be reduced to the extent necessary to enable the court to enforce the restrictions to the extent such provisions are allowable under applicable Law, giving effect to the agreement and intent of the Parties that the restrictions contained herein shall be effective to the fullest extent permissible. In the event of a breach or violation by any Restricted Party of any of the provisions of this Section 6.6, the Restricted Period, as the case may be, will be tolled for so long as such Restricted Party was in violation of such provision. Each Restricted Party agrees that the restrictions contained in this Agreement

are reasonable in all respects and necessary to protect each Buyer's interest in, and the value of, the Business.

(d) Specific Performance; Injunctive Relief. Each Restricted Party acknowledges and agrees that in the event of a breach or violation by any Restricted Party of any of the provisions of this Section 6.6, the Buyers would suffer irreparable harm, no adequate remedy at law would exist for the Buyers, and damages would be difficult to determine. Consequently, in the event of any such breach or violation, the Buyers or their successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages; provided that any such specific performance or injunctive relief shall be limited to restraining or prohibiting such breach or threatened and not the cessation of operations or forced divestiture of the applicable business.

Section 6.7 No Successor Liability. The Parties intend that upon the Closing, each Buyer and its Affiliates shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to Sellers, including a "successor employer" for the purposes of the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974, or other applicable laws; (b) have any responsibility or liability for any obligations of Sellers, or any affiliate of Sellers, based on any theory of successor or similar theories of liability; (c) have, de facto or otherwise, merged with or into any of Sellers; (d) be an alter ego or a mere continuation or substantial continuation of any of Sellers (and there is no continuity of enterprise between any Buyer and any Seller), including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to Sellers' liability under such law, rule or regulation or doctrine; or (e) be holding itself out to the public as a continuation of any of Sellers or their respective estates.

Section 6.8 <u>Acquired Avoidance Actions and Causes of Action</u>. No Buyer shall at any time following the Closing pursue, prosecute, sell, or transfer any of the Acquired Avoidance Actions or Ratner Causes of Action.

# ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSE

- Section 7.1 <u>Conditions to Buyers' Obligations</u>. Buyers' obligation to consummate the transactions contemplated hereby in connection with the Closing is subject to satisfaction or waiver of the following conditions:
  - (a) the representations and warranties set forth in <u>Article III</u> shall have been true and correct on the date hereof and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date), except where the failure of such representations and warranties to be so true and correct has not resulted in a Material Adverse Effect;

- (b) Sellers shall have performed and complied with its covenants and agreements hereunder through the Closing in all material respects;
- (c) the Bankruptcy Court shall have entered the Bidding Procedures Order pursuant to the terms and conditions of <u>Section 5.3</u> herein.
- (d) the Bankruptcy Court shall have entered the Sale Order, and no Decree staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date;
- (e) no material Decree shall be in effect that prohibits consummation of the transactions contemplated by this Agreement; and
- (f) each delivery contemplated by <u>Section 2.5(b)</u> to be delivered to a Buyer shall have been delivered.
- Section 7.2 <u>Conditions to Sellers' Obligations</u>. Sellers' obligations to consummate the transactions contemplated hereby in connection with the Closing are subject to satisfaction or waiver of the following conditions:
  - (a) the representations and warranties set forth in <u>Article IV</u> shall have been true and correct in all material respects on the date hereof and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date);
  - (b) each Buyer shall have performed and complied with its covenants and agreements hereunder through the Closing in all material respects;
  - (c) the Bankruptcy Court shall have entered the Sale Order, and no Decree staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date;
  - (d) no material Decree shall be in effect that prohibits consummation of any of the transactions contemplated by this Agreement; and
  - (e) each payment contemplated by <u>Section 2.5(a)</u> to be made to Sellers shall have been made, and each delivery contemplated by <u>Section 2.5(c)</u> to be delivered to Sellers shall have been delivered.
- Section 7.3 No Frustration of Closing Conditions. Neither Buyers nor Sellers may rely on the failure of any condition to their respective obligations to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's or its Affiliates' failure to use its reasonable best efforts (or such other applicable efforts standard expressly contemplated hereby) to satisfy the conditions to the consummation of the transactions contemplated hereby or by any other breach of a representation, warranty or covenant hereunder.

### ARTICLE VIII TERMINATION

Section 8.1 <u>Termination of Agreement</u>. The Parties may terminate this Agreement at any time prior to the Closing as provided below:

- (a) by the mutual written consent of the Parties;
- (b) by any Party by giving written notice to the other Parties if:
- (i) any court of competent jurisdiction or other competent Governmental Authority shall have enacted or issued a Law or Decree or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such Law or Decree or other action shall have become final and non-appealable; <u>provided</u>, <u>however</u>, that the right to terminate this Agreement under this <u>Section 8.1(b)(i)</u> shall not be available to any Party if the failure to consummate the Closing because of such action by a Governmental Authority shall be due to the failure of such Party to have fulfilled any of its obligations under this Agreement; or
- (ii) the Closing shall not have occurred prior to the Termination Date; provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Buyers or Sellers, then the breaching Party may not terminate this Agreement pursuant to this Section 8.1(b)(ii). The "Termination Date" shall be May 31, 2020, unless the Parties mutually agree to a later Closing Date pursuant to Section 2.4, upon which such later date shall be the Termination Date.
- (c) by Buyers by giving written notice to Sellers if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Buyers at the Closing set forth in Section 7.1(a) and Section 7.1(b), and such breach has not been waived by Buyers, or, if such breach is curable, cured by such Seller prior to the earlier to occur of (A) ten (10) days after receipt of Buyers' notice of intent to terminate and (B) the Termination Date; provided, that Buyers shall not have a right of termination pursuant to this Section 8.1(c) if Sellers could, at such time, terminate this Agreement pursuant to Section 8.1(d);
- (d) by Sellers by giving written notice to Buyers if there has been a breach by Buyers of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Sellers at the Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by such Seller, or, if such breach is curable, cured by Buyer prior to the earlier to occur of (A) ten (10) days after receipt of such Seller's notice of intent to terminate and (B) the Termination Date; provided, that Sellers shall not have a right of

termination pursuant to this <u>Section 8.1(d)</u> if Buyer could, at such time, terminate this Agreement pursuant to <u>Section 8.1(c)</u>; or

(e) by Sellers or Salon Holdings, if (i) (x) Sellers enter into a definitive agreement with respect to a Competing Bid, (y) the Bankruptcy Court enters an order approving a Competing Bid and (z) the Person making the Competing Bid consummates the Competing Bid or (ii) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement.

Section 8.2 <u>Effect of Termination</u>. If any Party terminates this Agreement pursuant to <u>Section 8.1</u>, all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except that <u>Article I, Section 3.17</u>, <u>Article IX</u>, and this <u>Section 8.2</u> shall survive any such termination) and no Party shall have any Liability (except as set forth in <u>Section 5.3</u>) to the other Party hereunder; <u>provided</u>, <u>however</u>, that nothing in this <u>Section 8.2</u> shall relieve any Party from Liability for any breach occurring prior to any such termination (but solely to the extent such breach was willful, grossly negligent or fraudulent) set forth in this Agreement.

### ARTICLE IX MISCELLANEOUS

Section 9.1 <u>Survival</u>. Except for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing, none of the representations, warranties, or covenants of any Party set forth in this Agreement or in any certificate delivered pursuant to <u>Section 2.5(b)</u> or <u>Section 2.5(c)</u> shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing. Any obligations to be performed post-Closing shall survive until completion.

Section 9.2 <u>Expenses</u>. Except for as provided by orders of the Bankruptcy Court including the DIP Order and the Expense Reimbursement, each Party will bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of law firms, commercial banks, investment banks, accountants, public relations firms, experts, and consultants. For the avoidance of doubt, Buyers shall pay all recording fees arising from the transfer of the Acquired Assets.

Section 9.3 <u>Entire Agreement</u>. This Agreement and the Related Agreements constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof.

Section 9.4 <u>Incorporation of Exhibits and Disclosure Schedule</u>. The Exhibits to this Agreement and the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 <u>Amendments and Waivers</u>. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Buyer and

each Seller. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding, or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

Section 9.6 <u>Succession and Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder with the prior written consent of the other Parties. Notwithstanding the foregoing, each Buyer may assign (in whole or in part) either this Agreement or any of its rights, interests, or obligations hereunder to an Affiliate of such Buyer without the prior written consent of the other Parties; <u>provided</u> that such assignment shall not relieve such Buyer of its obligations hereunder.

Section 9.7 <u>Notices</u>. All notices, requests, demands, claims, and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) upon receipt of confirmation of receipt if sent by facsimile transmission; (d) on the day such communication was sent by e-mail; or (e) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Seller: CREATIVE HAIRDRESSERS, INC.

1577 Spring Hill Road, Suite 500

Vienna, Virginia 22182

Attention: Lester D. Mardiks, Sr. Vice Pres and General Counsel

E-mail: LMadiks@ratnerco.com

With a mandatory copy (which shall not constitute notice to

Sellers) to:

SHAPIRO SHER 250 West Pratt Street Suite 2000 Baltimore, MD 21201

Baltimore, MD 21201 Attention: Joel Sher

E-mail: jis@shapirosher.com

If to Buyers: HC SALON HOLDINGS, INC.

c/o Tacit Capital LLC

12333 Sowden Road, Suite B

Houston, Texas 77080 Attention: Andrew Zins

E-mail: andrew@tacitcap.com

With a mandatory copy (which shall not constitute notice to

Buyers) to:

DLA Piper LLP (US)

51 John F. Kennedy Parkway, Suite 120 Short Hills, New Jersey 07078-2704 Attention: Kevin Grant; Richard Chesley E-mail: Kevin.Grant@us.dlapiper.com

Richard.Chesley@us.dlapiper.com;

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this <u>Section 9.7</u>.

Section 9.8 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

Section 9.9 Submission to Jurisdiction; Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such Litigation may be heard and determined in any such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.7; provided, however, that nothing in this Section 9.9 shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by law or in The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

Section 9.10 <u>Waiver of Jury Trial</u>. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.11 <u>Specific Performance</u>. From and after the Closing, the Parties shall be entitled to an injunction or injunctions to enforce specifically the Parties' respective covenants and agreements under this Agreement that survive the Closing, without the requirement of posting a bond or other security.

Section 9.12 <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by any Governmental Authority to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Section 9.13 <u>No Third Party Beneficiaries</u>. This Agreement shall not confer any rights or remedies upon any Person other than Buyers, each Seller, Dennis Ratner and their respective successors and permitted assigns. Notwithstanding anything to the contrary in this Agreement, the DIP Lender shall be a third party beneficiary of all provisions of this Agreement that expressly relate to the DIP Lender, as applicable.

Section 9.14 Non-Recourse. All claims, obligations, liabilities, or causes of action that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, the negotiation, execution or performance of this Agreement (including any representation or warranty made in connection with or as an inducement to this Agreement) or the transactions contemplated hereby may be made only against (and are those solely of) the Persons that are expressly identified as Parties to this Agreement. No other Person, including any of their Affiliates, directors, officers, employees, incorporators, members, partners, managers, stockholders, agents, attorneys, or representatives of, or any financial advisors or lenders to any of the foregoing shall have any liabilities for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach.

Section 9.15 <u>Mutual Drafting</u>. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 <u>Disclosure Schedule</u>. All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure

Schedule. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties, or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the applicable section of the Disclosure Schedule in which they are directly or indirectly referenced.

Section 9.17 <u>Headings; Table of Contents</u>. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 <u>Counterparts</u>; <u>Facsimile and Electronic Signatures</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above

witten.	
<u>SELLERS</u> :	
CREATIVE HAIRDRESSERS, INC.	
D.	
By:	<del></del>
Name: Title:	
Tiue.	
RATNER COMPANIES, L.C.	
Ву:	
Name:	_
Title:	

Dennis Ratner in his individual capacity for purposes of Section 6.6

IN WITNESS WHEREOF,	the Parties have executed	this Agreement as	of the date	first above
written				

BUYERS:
HC SALON HOLDINGS, INC.
By:
Name:
Title:

# SCHEDULE A

1. All "shrink wrap" licenses

## **SCHEDULE B**

1. Claims against Visa and Master Card in respect to overcharging of interchange fees in violation of U.S. Antitrust laws.

### DISCLOSURE SCHEDULES

Schedule 2.7(a) – Executory Contracts

Schedule 2.7(b) – Designated Contracts and Assumed Leases

Schedule 3.6 – Salons

Schedule 3.7 – Litigation

Schedule 3.8 – Labor Relations

Schedule 3.10 – Taxes

Schedule 3.11 – Tangible Personal Property

Schedule 3.12(a) – Employee Benefit Plans

Schedule 3.12(c) – Knowledge of Sellers

Schedule 3.13 – Owned Intellectual Property

Schedule 3.14(a) – Compliance with Laws

Schedule 3.16 – Related Party Transactions

Schedule 6.6(b) – Dennis Companies

# Schedule 2.7(a) Executory Contracts

All executory Contracts and unexpired Leases (including all Leases associated with the Salons identified on Schedule 3.6 of the Disclosure Schedule) to which any Seller is a party and which have post-Closing obligations exceeding \$5,000, in each case as supplemented by agreement of Buyer and Sellers prior to Closing.

# Schedule 6.6(b) Dennis Companies

- A. Salon Plaza;
- B. Louis Creative Hairdressers, Inc.;
- C. PMGW, L.L.C.;
- D. JPMS Holdings, Inc.;
- E. HCBS, L.L.C.;
- F. Dream Team Suites, LLC
- G. Sweet 100, L.L.C.;
- H. Q-R Springhill, L.L.C. (f/k/a 2815 Hartland Road, L.C.)
- I. Dagwak, L.L.C.; and
- J. Ratner Spring Hill, L.L.C.

### AMENDED AND RESTATED DISCLOSURE SCHEDULE

pursuant to the

### AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

**BY AND AMONG** 

CREATIVE HAIRDRESSERS, INC.,

THE OTHER SELLER PARTIES HERETO,

HC SALON HOLDINGS, INC.

**AND** 

THE OTHER PARTIES IDENTIFIED ON THE SIGNATURE PAGES THERETO

May \_\_\_, 2020

## **Disclosure Schedules**

Schedule 3.6	Salons
Schedule 3.7	Litigation
Schedule 3.8	Labor Relations
Schedule 3.9	Brokers
Schedule 3.10	Taxes
Schedule 3.12(a)	Employee Benefit Plans
Schedule 3.12(c)	Knowledge of Sellers
Schedule 3.13	Owned Intellectual Property
Schedule 3.14	Compliance with Laws
Schedule 3.16	Related Party Transactions

## **Disclosure Schedule 3.6**

## Salons

				T						
-		Region Cod Dis			Street Address	City		Zip Code	Phone	Salon Open Date
	Bubbles	500	521		205 Pennsylvania Avenue SE	Washington	DC	20003-1164	(202) 543-1245	07/01/81
	Bubbles	500	521		201 Massachusetts Ave NE	Washington	DC	20002-4957	(202) 546-7343	02/07/87
	Bubbles	500	521		1100 S Hayes St	Arlington	VA	22202-4907	(703) 415-204C	11/24/89
	Bubbles	500	519		1827 Fountain Drive	Reston	VA	20190-3326	(703) 925-9684	11/19/96
	Bubbles	500	521		2700 Potomac Mills Circle Unit 7	Woodbridge	VA	22192-4625	(703) 490-4563	12/13/96
	Bubbles	500	519		825 Dulaney Valley Road Suite 4	Towson	MD	21204-1010	(410) 821-7542	09/06/97
	Bubbles	500	519		8043 L Tyson Corner Center Suite J003L	McLean	VA		(703) 448-3987	07/22/98
	Bubbles	500	519		8129 Honeygo Boulevard Suite F	Nottingham	MD	21236-8205	(410) 931-402C	11/25/98
	Bubbles	500	520		14929 Shady Gove Rd Unit F	Rockville	MD	20850-7728	(301) 251-1578	04/04/03
	Bubbles	500	521		1143 Emmet St N	Charlottesville	VA	22903-4837	(434) 293-2667	01/24/02
	Bubbles	500	520		2564 Solomons Island Rd	Annapolis	MD	21401-3710	(410) 571-0585	01/30/03
	Bubbles	500	519		11946 Grand Commons Ave	Fairfax		22030-8613	(703) 266-9919	09/01/03
	Bubbles	500	520		7328 Atlas Walk Way	Gainesville	VA	20155-2991	(703) 754-454C	05/12/05
	Bubbles	500	520		19847 Century Blvd Ste L	Germantown	MD	20874-7203	(240) 686-4575	01/18/05
	Bubbles	500	521		205 Connor Dr	Charlottesville	VA	22911-5604	(434) 973-045C	03/23/06
	Bubbles	500	519		22000 Dulles Retail Plaza Ste 150	Sterling	VA	20166-2513	(703) 421-3375	02/09/08
	Bubbles	500	520		7118 Bethesda Lane	Bethesda	MD	20814-5316	(301) 656-5807	05/29/08
	Bubbles	500	520		520 Fort Evans Road	Leesburg	VA	20176-4097	(703) 771-3802	09/24/08
	Bubbles	500 500	521		1460 Central Park Blvd Suite 106	Fredericksburg	VA	22401-4961	(540) 785-5640	05/18/07
	Bubbles		521		3903P Fair Ridge Drive	Fairfax	VA	22033-2941	(703) 385-7158	01/20/10
	Bubbles	500	520		2389 Brandermill Blvd Suite 105	Gambrills	MD	21054-1870	(410) 721-8573	03/29/13
	Bubbles Bubbles	500 500	521 520		14901 Potomac Lown Place Suite 125 7820 Wormans Mill Rd Suite I	Woodbridge Frederick	VA MD	22191-4096 21701-3037	(703) 580-6232	01/23/10 06/05/11
	Bubbles	500	520		20640 Seneca Meadows Parkwy Suite D3		MD		(301) 662-0615	
	Bubbles	500	520		3118 Olney Sandy Spring Roac	Germantown	MD	20876-7023 20832-1408	(301) 515-050C (301) 260-132C	11/26/13
	Bubbles	500	520		10462 Auto Park Avenue	Olney Bethesda	MD	20832-1408	(301) 260-1320	11/01/11 06/30/14
	Bubbles	500	520		150 Jennifer Road Suite R	Annapolis	MD	21401-3044	(410) 224-4519	12/30/14
	Bubbles	500	520		10100 Twin Rivers Road Suite 115	Columbia	MD		(410) 224-4515 (410) 730-3840	04/21/18
3119		500	520		1741 Connecticut Avenue NW	Washington	DC	20009-1108	(202) 518-962C	07/29/01
3161		500	521		1100 S Hayes St	Arlington	VA	22202-4907	(703) 415-0406	05/22/02
3234		500	521		3101 PGA Blvd Ste M	Palm Beach Gardens	FL	33410-2820	(561) 626-7782	09/15/03
	Hair Cuttery	100	144		742 Frederick Rd	Catonsville	MD	21228-4501	(410) 744-9635	04/01/84
	Hair Cuttery	200	265	0	5622D Ox Rd	Fairfax Station	VA	22039-1018	(703) 764-8239	06/04/85
	Hair Cuttery	200	230		9857 Georgetown Pike	Great Falls	VA	22066-2617	(703) 759-9848	08/01/84
	Hair Cuttery	200	250		6050 Burke Commons Rd Ste G	Burke	VA	22015-2878	(703) 323-9857	12/20/84
	Hair Cuttery	201	225		3084 Stony Point Rd Unit 43	Richmond	VA	23235-2349	(804) 272-9857	09/05/85
	Hair Cuttery	100	143		804 Muddy Branch Rc	Gaithersburg	MD	20878-2780	(301) 977-9731	03/24/86
	Hair Cuttery	100	143	7 11 3	562 N Frederick Ave Spc 4A	Gaithersburg	MD	20877-2504	(301) 926-9714	05/01/81
	Hair Cuttery	400	410		9475 Roosevelt Blvd Ste 14c	Philadelphia	PA	19114-2212	(215) 969-9202	02/20/85
	Hair Cuttery	200	250		2946 Chain Bridge Rd Ste K	Oakton	VA	22124-3023	(703) 281-9811	07/01/85
	Hair Cuttery	400	410		815 Lansdowne Ave Ste 5	Upper Darby	PA	19082-5424	(610) 789-9801	01/01/85
	Hair Cuttery	100			8930 Waltham Woods Rd Space 24	Baltimore	MD	21234-2404	(410) 661-974C	12/05/84
	Hair Cuttery	201	226		9193 Staples Mill Rd	Richmond	VA	23228-2027	(804) 672-9756	03/28/86
	Hair Cuttery	400	455		1413 Old York Rd	Abington	PA	19001-2710	(215) 576-9103	03/11/85
	Hair Cuttery	400	426		230 West Dekalb Pike	King Of Prussia	PA	19406-2327	(610) 337-0803	04/18/85
	Hair Cuttery	400	426	7 0 11 0	479 Baltimore Pike	Springfield	PA	19064-3810	(610) 543-9936	03/04/85
	Hair Cuttery	201	226		11220 Patterson Ave	Richmond	VA	23238-5011	(804) 740-9751	06/10/85
	Hair Cuttery	200	270		354 W Broad St	Falls Church	VA	22046-3319	(703) 241-9625	04/12/85
	Hair Cuttery	400	455	Flourtown Shopping Center	1822 Bethlehem Pike	Flourtown	PA	19031-1504	(215) 233-975C	04/01/85
	Hair Cuttery	400	410		2369 Cottman Ave	Philadelphia	PA	19149-1012	(215) 624-9984	04/29/85
180	Hair Cuttery	400	410	Deon Square Shopping Center	516 S Oxford Valley Rd	Fairless Hills	PA	19030-2615	(215) 547-1115	08/01/85
181	Hair Cuttery	400	426	Lawrence Park Shopping Center	1991 Sproul Rd Ste 35	Broomall	PA	19008-3515	(610) 353-9912	08/16/85
187	Hair Cuttery	100	110	Park Plaza Severna Park	558 Ritchie Hwy Ste C	Severna Park	MD	21146-2947	(410) 647-9874	05/16/86
190	Hair Cuttery	400	410	Frankford Plaza	9206 Frankford Ave	Philadelphia	PA	19114-2824	(215) 624-9953	11/12/85
193	Hair Cuttery	201	275	Oak Springs Plaza	41 W Lee Hwy Ste 51	Warrenton	VA	20186-2200	(540) 347-9755	02/13/86
	Hair Cuttery	200	270	Falls Plaza	1220 W Broad St	Falls Church	VA	22046-2116	(703) 241-9424	01/17/83
	Hair Cuttery	200	270		6290 Seven Corners Center	Falls Church	VA	22044-2407	(703) 241-9293	05/01/83
	Hair Cuttery	201	210		4029 W Mercury Blvd	Hampton	VA	23666-3731	(757) 826-7829	05/01/83
	Hair Cuttery	201	260		1141 Jefferson Davis Hwy	Fredericksburg		22401-4415	(540) 373-2144	07/01/83
	Hair Cuttery	100	160		9235 Baltimore National Pike Ste 2	Ellicott City	MD	21042-3900	(410) 465-9896	04/01/84
	Hair Cuttery	100		Martin Plaza	1360 Martin Blvd	Baltimore	MD	21220-4104	(410) 391-9417	03/08/84
	Hair Cuttery	200	250		8422 Old Keene Mill Rc	Springfield	VA	22152-2302	(703) 451-9677	01/19/79
	Hair Cuttery	200			1645 Connecticut Avenue NW	Washington			(202) 232-9685	04/01/75
	Hair Cuttery	200			271 S Van Dorn St	Alexandria	VA	22304-4303	(703) 370-9706	03/01/80
	Hair Cuttery	200	235		3507 S Jefferson St	Falls Church	VA	22041-3106	(703) 998-9314	08/01/78
	Hair Cuttery	200	232		7961 Tuckerman Ln	Potomac	MD	20854-3243	(301) 299-9827	09/01/78
	Hair Cuttery	100	143		7180 Cradlerock Way Suite C	Columbia	MD	21045-4858	(410) 381-0927	10/01/78
	Hair Cuttery	200	250		316 Maple Ave W 1139 Merritt Blvd	Vienna	VA	22180-5612	(703) 938-9439	05/01/79
	Hair Cuttery	100			1139 Merritt Bivd 1653 Crystal Square Arc	Dundalk	MD	21222-1438	(410) 284-9875	02/01/80
	Hair Cuttery Hair Cuttery	200	235 250		9532 Burke Rd	Arlington Burke	VA VA	22202-3322 22015-3132	(703) 413-9289 (703) 978-9877	05/01/80 05/01/80
		200	232		1609 Rockville Pike Unit A	Rockville	MD			
	Hair Cuttery Hair Cuttery	200	232	3	6707 Old Dominion Dr	McLean	VA	20852-7600 22101-4504	(301) 881-9546	08/01/80 10/01/80
	Hair Cuttery Hair Cuttery	100	145		7545 Greenbelt Rd	Greenbelt	MD	20770-3403	(703) 442-9775 (301) 345-9767	01/01/80
	Hair Cuttery	100			7927 Belair Rd Ste F	Nottingham		21236-3734	(410) 661-976C	03/01/81
	Hair Cuttery	200	232		10446 Auto Park Avenue	Bethesda	MD	20817-1006	(301) 365-9848	06/01/81
	Hair Cuttery	100	144		4632 Wilkens Avenue	Baltimore	MD	21229-4842	(410) 242-9766	07/01/81
	Hair Cuttery	200	230		536 E Market St	Leesburg	VA	20176-4112	(703) 777-9602	05/01/82
	Hair Cuttery	200	249		6310 Springfield Plaza	Springfield	VA	22150-3431	(703) 451-960C	05/01/82
	Hair Cuttery	200	250	Pickett Shopping Center	9468 Main St	Fairfax	VA	22031-4032	(703) 978-9804	10/01/82
	Hair Cuttery	303	350		1517 E Commercial Blvd	Fort Lauderdale	FL	33334-5717	(954) 491-6569	06/01/82
	Hair Cuttery	303	350		4857 Coconut Creek Pkwy	Coconut Creek	FL	33063-3944	(954) 972-9538	03/01/83
	Hair Cuttery	303	363		18472 NW 67th Ave	Hialeah	FL	33015-3412	(305) 824-3345	05/24/85
	Hair Cuttery	303	362		8260 Mills Dr Space 1850	Miami	FL	33183-4085	(305) 596-3171	07/01/85
	Hair Cuttery	200	235		3622 King Street	Alexandria	VA	22302-1908	(703) 998-9387	04/04/86
	Hair Cuttery	200	265		12421 Hedges Run Dr	Lake Ridge		22192-1715	(703) 494-5352	10/01/86
					, 3					

Salon Id Brand	Region Cod Dis	trict Co Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Dat
1045 Hair Cuttery	100	144 Townmall of Westminster	400 N Center St Suite 1-C	Westminster	MD	21157-5140	(410) 848-9739	04/23/87
1087 Hair Cuttery	201	220 Janaf Shopping Center	5900 E Virginia Beach Blvc	Norfolk	VA	23502-2473	(757) 461-9566	01/02/86
1088 Hair Cuttery	201	216 Kemps River Crossing Shopping Center	1255 Fordham Dr Ste 116	Virginia Beach	VA	23464-5347	(757) 420-9806	07/01/86
1097 Hair Cuttery	400	457 Snyder Plaza	47 Snyder Avenue	Philadelphia	PA	19148-2709	(215) 339-9934	11/03/86
1170 Hair Cuttery 1171 Hair Cuttery	201 100	210 Washington Square Shopping Center 160 Frederick Shopping Center	5336 George Washington Mem Hwy 1305 W 7th Street	Yorktown Frederick	VA MD	23692-2501 21702-4102	(757) 898-8790 (301) 662-9818	06/01/87 12/02/86
1171 Hair Cuttery 1183 Hair Cuttery	400	455 Willow Grove Shopping Center	142 Park Ave Space 18	Willow Grove	PA	19090-3219	(215) 659-9848	06/10/87
1184 Hair Cuttery	400	450 Centre Point Place	880 W Street Rd	Warminster	PA	18974-3125	(215) 441-9426	06/01/88
1186 Hair Cuttery	100	148 College Square Shopping Center	300 College Square	Newark	DE	19711-8601	(302) 366-9032	03/26/87
1205 Hair Cuttery	400	450 Cross Keys Plaza	4345 W Swamp Rd	Doylestown	PA	18902-1039	(215) 348-8940	05/27/89
1217 Hair Cuttery	201	216 Woodford Square Shopping Center	701 Battlefield Blvd N Ste K	Chesapeake	VA	23320-4943	(757) 547-9926	07/10/87
1223 Hair Cuttery	201	260 Spotsylvania Crossing Shopping Center	3575 Plank Rd Space 13	Fredericksburg	VA	22407-6800	(540) 786-7241	09/07/87
1228 Hair Cuttery	400	456 The Center at Doubletree	840 Delsea Drive N	Glassboro	NJ	08028-1438	(856) 863-9720	06/07/88
1233 Hair Cuttery 1236 Hair Cuttery	200 100	232 Westfield Wheaton 110 Northway Shopping Center	11160 Veirs Mill Rd Space G10D 672 Old Mill Road Suite D	Silver Spring Millersville	MD MD	20902-2538 21108-1363	(301) 946-9700 (410) 987-9743	11/05/87 10/13/87
1237 Hair Cuttery	100	161 White Marsh Plaza	7972 Honeygo Boulevard Space S	Baltimore	MD	21236-4919	(410) 931-7199	12/08/88
1238 Hair Cuttery	200	249 Kingstowne Center	5860 Kingstowne Ctr	Alexandria	VA	22315-5734	(703) 971-9553	09/23/96
1249 Hair Cuttery	400	457 Fishtown Crossing	2457 Aramingo Ave	Philadelphia	PA	19125-3731	(215) 634-7422	06/01/89
1250 Hair Cuttery	201	226 Westpark Center	9625 W Broad St	Glen Allen	VA	23060-4116	(804) 270-6711	11/01/89
1251 Hair Cuttery	201	231 Barracks Road Shopping Center	1106 Emmet St N	Charlottesville	VA	22903-4835	(434) 977-3509	12/20/87
1253 Hair Cuttery	201	275 Spotswood Valley Square	1790 E Market St Space S128	Harrisonburg	VA	22801-5114	(540) 433-6433	05/21/88
1283 Hair Cuttery	400 200	455 Plymouth Square Shopping Center	200 W Ridge Pike	Conshohocken	PA MD	19428-3702 20906-2914	(610) 825-3632	08/02/90
1284 Hair Cuttery 1285 Hair Cuttery	100	232 Aspen Hill Shopping Center 161 Constant Friendship Shopping Center	13609 Connecticut Avenue 3476 Emmorton Road	Silver Spring Abingdon	MD	21009-2016	(301) 598-0916 (410) 569-1535	03/17/89 04/12/89
1286 Hair Cuttery	303	381 Bird Ludlam Shopping Center	6794 Bird Rd	Miami	FL	33155-3753	(305) 666-7569	04/22/88
1287 Hair Cuttery	303	362 Colonial Palms Plaza	13617 S Dixie Hwy Ste 123	Miami	FL	33176-7259	(305) 233-6474	01/20/89
1302 Hair Cuttery	201	210 York River Crossing Shopping Center	2359 York Crossing Dr	Hayes	VA	23072-3643	(804) 642-5593	10/16/90
1312 Hair Cuttery	302	369 Oak Hill Shopping Center	7628 103rd St Spc 10	Jacksonville	FL	32210-9735	(904) 778-4571	08/18/88
1313 Hair Cuttery	100	441 Whiteland Towne Center	119 W Lincoln Hwy Space 1520	Exton	PA	19341-2609	(610) 363-8487	02/14/89
1328 Hair Cuttery	303	350 Royal Eagle Plaza	9162 Wiles Rd Space A08	Coral Springs	FL	33067-1999	(954) 344-6555	09/21/89 10/23/88
1333 Hair Cuttery 1337 Hair Cuttery	400 400	420 Ardmore West Shopping Center 440 Larchmont Commons Shopping Center	19 Woodside Rd Ste F 3111 Route 38 Space 9	Ardmore Mount Laurel	PA NJ	19003-1441 08054-9754	(610) 642-1121 (856) 234-2778	01/19/90
1340 Hair Cuttery	200	265 Huntsman Square	7505 Huntsman Blvd Space A1	Springfield	VA	22153-1649	(703) 912-9435	05/29/90
1341 Hair Cuttery	302	384 Casselberry Collection	3385 SUS Highway 17 92	Casselbery	FL	32707-2933	(407) 331-7733	06/16/89
1345 Hair Cuttery	400	456 Cross Keys Commons	3501 Route 42	Turnersville	NJ	08012-1752	(856) 875-766C	02/09/90
1352 Hair Cuttery	200	270 The Village Center at Sully Station	5637 Stone Rd Unit 14	Centreville	VA	20120-1618	(703) 803-9712	11/09/90
1359 Hair Cuttery	100	148 Governors Square	1009 Governors Place Building 10	Bear	DE	19701-3048	(302) 836-3749	05/02/91
1367 Hair Cuttery	302	385 Gaitway Plaza	2701 SW College Rd	Ocala	FL	34474-7450	(352) 237-7919	06/15/90
1369 Hair Cuttery 1387 Hair Cuttery	302 200	384 West Towne Corners 265 Mapledale Plaza	200 S State Road 434 Ste 1068 5421 Mapledale Plaza Unit 10	Altamonte Springs Woodbridge	FL VA	32714-3817 22193-4526	(407) 788-8119 (703) 590-5676	05/15/90 08/15/90
1389 Hair Cuttery	100	265 Mapledale Plaza 441 Harleysville Meadowbrook Plaza	288 Main St	Harleysville	PA	19438-2416	(215) 256-1105	04/18/89
1394 Hair Cuttery	400	455 Marketplace at Huntingdon Valley	2144 County Line Rd	Huntingdon Valley	PA	19006-1740	(215) 355-253C	10/23/92
1395 Hair Cuttery	400	449 Souderton Square	712 Route 113	Souderton	PA	18964-1004	(215) 723-945C	07/10/89
1405 Hair Cuttery	302	383 Deland West Volusia	2703 S Woodland Blvc	Deland	FL	32720-7005	(386) 738-5082	01/16/89
1406 Hair Cuttery	302	391 New Smyrna Beach Shopping Center	1980 State Road 44	New Smyrna	FL	32168-8349	(386) 428-3220	01/16/89
1407 Hair Cuttery	303	377 Titusville St Johns Plaza	3229 Garden St	Titusville	FL	32796-3004	(321) 267-7075	01/16/89
1421 Hair Cuttery	200	265 Market at Opitz Crossing	2004 Daniel Stuart Square Space B	Woodbridge	VA	22191-3315	(703) 494-9573	02/19/91
1460 Hair Cuttery 1467 Hair Cuttery	200 303	265 The Shops at the Glen 363 Flagler Park Shopping Center	4152 Merchant Plaza 8359 W Flagler St	Woodbridge Miami	VA FL	22192-5085 33144-2072	(703) 590-4293 (305) 262-3635	04/02/93 08/28/91
1492 Hair Cuttery	100	110 Governor Plaza	6651 Ritchie Highway Suite 19	Glen Burnie	MD	21061-2361	(410) 766-1255	05/23/90
1499 Hair Cuttery	200	232 Ellsworth Place	8661 Colesville Road Suite C13S	Silver Spring	MD	20910-3945	(301) 589-0368	04/02/92
1509 Hair Cuttery	100	148 Prices Corner Shopping Center	3218 Kirkwood Highway Suite B208	Wilmington	DE	19808-6130	(302) 999-7724	09/05/90
1540 Hair Cuttery	400	456 Bay Shore Mall Shopping Center	3845 Bayshore Road Space 2	North Cape May	NJ	08204-3261	(609) 884-5854	08/02/90
1542 Hair Cuttery	400	420 Raymour & Flanigan Plaza	515 Route 73 S Unit 114	Marlton	NJ	08053-9661	(856) 596-9832	05/20/92
1590 Hair Cuttery	100	110 Annapolis Harbour Center Hair Cuttery	2576 Solomons Island Rd	Annapolis	MD	21401-3710	(410) 573-5128	06/27/91
1593 Hair Cuttery	201	275 Dominion Square 249 Rose Hill Shopping Center	709 Dominion Square Shopping Center	Culpeper	VA VA	22701-2479	(540) 825-4384	09/20/90
1615 Hair Cuttery 1634 Hair Cuttery	400	457 Court at Deptford	6050 Rose Hill Dr Ste A 1500 Almonesson Road Building D15	Alexandria Deptford	NJ	22310-1933 08096-5259	(703) 313-8227 (856) 232-9172	12/16/92 02/12/91
1636 Hair Cuttery	100	148 Shoppes at Easton	8223 Elliott Road Suite 105	Easton	MD	21601-2956	(410) 822-9423	09/27/94
1651 Hair Cuttery	200	232 Federal Plaza	12274A Rockville Pike Space 3	Rockville	MD	20852-1664	(301) 231-706C	07/05/91
1663 Hair Cuttery	200	270 Colonnade at Union Mill	5758 Union Mill Rc	Clifton	VA	20124-1088	(703) 830-5964	08/15/91
1706 Hair Cuttery	400	420 Haddon Shops	32 Haddon Avenue	Haddon Township	NJ	08108-2731	(856) 854-960C	06/27/91
1716 Hair Cuttery	100	143 Kentlands Square	257 Kentlands Boulevard	Gaithersburg	MD	20878-5446	(301) 208-9656	01/12/94
1740 Hair Cuttery	303	350 Maplewood Plaza	1154 N University Dr Spc G3	Coral Springs	FL	33071-8318	(954) 752-0449	03/07/92
1750 Hair Cuttery 1758 Hair Cuttery	303 400	363 Garden Square Center 455 Andorra Shopping Center	8645 NW 186th St 701 Cathedral Road Suite 8	Hialeah Philadelphia	FL PA	33015-2553 19128-2128	(305) 829-1962 (215) 487-7130	12/14/91 02/29/92
1762 Hair Cuttery	400	456 Rio Grande Plaza	1500 Route 47 Space E6	Rio Grande	NJ	08242-1400	(609) 889-9869	01/09/92
1789 Hair Cuttery	100	160 Enchanted Forest	10030 Baltimore National Pike	Ellicott City	MD	21042-3695	(410) 750-981C	07/21/92
1803 Hair Cuttery	100	161 Aberdeen Marketplace	1020 Beards Hill Road Suite D	Aberdeen	MD	21001-2257	(410) 273-9871	09/27/93
1804 Hair Cuttery	400	455 Audubon Square	2644 Egypt Rd	Norristown	PA	19403-2302	(610) 666-9825	06/14/96
1805 Hair Cuttery	400	440 Shops at Windsor Green	3495 US Highway 1 Suite B114	Princeton	NJ	08540-5933	(609) 452-9710	08/06/93
1827 Hair Cuttery	200	270 Tysons Square	8317 Leesburg Pike	Vienna	VA	22182-2407	(703) 506-9654	02/12/93
1828 Hair Cuttery	200 302	232 4818 Bethesda Avenue 383 Northgate Shopping Center	4818 Bethesda Avenue	Bethesda	MD FL	20814-5202 32724-2339	(301) 656-0760	07/09/92
1830 Hair Cuttery 1839 Hair Cuttery	200	249 Little River Center	293 E International Speedway Blvc 7404 Little River Turnpike	Deland Annandale	VA VA	22003-3013	(386) 734-9341 (703) 813-9829	09/09/93 09/17/93
1842 Hair Cuttery	201	225 Harbour Pointe Village	13620 Hull Street Rd	Midlothian	VA	23112-2108	(804) 739-9784	01/06/94
1844 Hair Cuttery	100	441 Westtown Marketplace	1502 W Chester Pike	West Chester	PA	19382-7705	(610) 692-9017	11/17/93
1845 Hair Cuttery	200	230 North Point Village	1434 Northpoint Village Center	Reston	VA	20194-1190	(703) 904-8746	02/01/94
1850 Hair Cuttery	200	230 Franklin Farm Village Center	13300 Franklin Farm Rd Ste A	Herndon	VA	20171-4096	(703) 904-8734	05/27/93
	400	420 Berlin Circle Plaza	116 Walker Avenue Space 4A	West Berlin	NJ	08091-1424	(856) 767-9686	10/16/93
1866 Hair Cuttery	200	250 Fair Lakes Center	12987 Fair Lakes Shopping center	Fairfax	VA	22033-5177	(703) 830-8344	03/03/94
1870 Hair Cuttery								
1870 Hair Cuttery 1873 Hair Cuttery	200	230 Cascades Marketplace	21000 Southbank Street	Sterling	VA	20165-7242	(703) 450-9883	08/26/94
1870 Hair Cuttery 1873 Hair Cuttery 1875 Hair Cuttery	200 400	230 Cascades Marketplace 449 North Penn Marketplace	1551 S Valley Forge Rd Store H	Lansdale	PA	19446-5461	(215) 362-9852	03/10/94
1870 Hair Cuttery 1873 Hair Cuttery	200	230 Cascades Marketplace						

Salon Id	Brand	Region Cod	District Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
-	Hair Cuttery	400	455		314 Horsham Rd Ste H	Horsham	PA	19044-2109	(215) 441-9814	12/12/97
	Hair Cuttery	200	235	Lee Centre	3307 Lee Hwy	Arlington	VA	22207-3713	(703) 527-9669	11/17/93
	Hair Cuttery	303		Rio Vista Plaza	1565 S Federal Hwy Space 8	Fort Lauderdale	FL	33316-2686	(954) 728-9051	09/15/93
	Hair Cuttery	302	384	Tuscawilla Bend	2200 Winter Springs Blvd	Oviedo	FL	32765-9358	(407) 365-9854	09/02/94
	Hair Cuttery	303		Oakwood Plaza	3850 Oakwood Blvd	Hollywood	FL	33020-7114	(954) 920-8595	12/08/94
	Hair Cuttery	302	389		1563 Rock Springs Rd Space B5	Apopka	FL	32712-2231	(407) 889-755C	01/12/95
	Hair Cuttery	100		Newtown Square	3552 W Chester Pike	Newtown Square	PA	19073-4128	(610) 356-9745	06/08/94
	Hair Cuttery	100		Chesterbrook Village	500 Chesterbrook Blvd Ste 3	Wayne	PA	19087-5603	(610) 296-9879	02/10/94
	Hair Cuttery	302	385	Butler Plaza West	3912 SW Archer Rd Unit 2C	Gainesville	FL	32608-2342	(352) 337-9093	03/08/95
	Hair Cuttery	303		Homestead Towne Square	817 N Homestead Blvd	Homestead	FL	33030-5024	(305) 245-8187	03/21/95
	Hair Cuttery	302		Westport Square Shopping Center	1644 Taylor Rd	Port Orange	FL	32128-6753	(386) 761-8486	12/17/94
	Hair Cuttery	302		Winter Park Corners	1959 Aloma Ave Spc 20	Winter Park	FI	32792-3212	(407) 671-2008	04/08/94
	Hair Cuttery	302		Baymeadows Commons	9550 Baymeadows Rd Ste 12	Jacksonville	FL	32256-0748	(904) 636-9385	07/22/94
	Hair Cuttery	400	420	Ellisburg Circle Shopping Center	1646 Kings Highway N Space S4	Cherry Hill	NJ	08034-2302	(856) 795-8337	11/21/94
	Hair Cuttery	100	155	3 11 3	71 Jefferson Crossing Way Suite A	Charles Town	WV	25414-5987	(304) 728-653C	02/08/96
	Hair Cuttery	400	449		521 Constitution Ave	Perkasie	PA	18944-1248	(215) 453-9296	07/09/94
	Hair Cuttery	200	230	·	44110 Ashburn Shopping Plaza 190	Ashburn	VA	20147-3999	(703) 729-9702	11/16/94
	Hair Cuttery	400		Whitman Plaza	330 W Oregon Ave Space 35	Philadelphia	PA	19148-4723	(215) 339-9008	08/26/94
-	Hair Cuttery	302		Edgewater Commons	2978 S Ridgewood Ave	Edgewater	FL	32141-7527	(386) 424-9988	03/11/94
	Hair Cuttery	400	410	-	1291 Lincoln Hwy Space 34	Levittown	PA	19056-1136	(215) 945-9955	09/23/94
	Hair Cuttery	303		Kendale Lakes Mall Shopping Center	13817 SW 88th St	Miami	FL	33186-1303	(305) 382-9567	10/26/95
	Hair Cuttery	303	360		16210 Indian Trace	Weston	FL	33326-1922	(954) 384-9099	03/07/95
	Hair Cuttery	400	426		639 Conchester Hwy	Boothwyn	PA	19061-3147	(610) 494-8376	12/10/94
	Hair Cuttery	400	410	Boulevard Plaza Shopping Center	11000 Roosevelt Blvd	Philadelphia	PA	19116-3961	(215) 969-9915	11/21/94
	Hair Cuttery	400	456	· · · -	79 S White Horse Pike Suite B	Hammonton	NJ NJ	08037-1872	(609) 567-9199	12/21/95
	Hair Cuttery	400	475	Green Oak Shopping Center	9535 S Cicero Ave Spc 16	Oak Lawn	III.	60453-3136	(708) 229-0017	09/16/94
	Hair Cuttery	401	460	Golf Center	9 Golf Ctr	Hoffman Estates	fii	60169-4910	(847) 519-7743	09/16/94
	Hair Cuttery	401	460	Schaumburg Plaza	355 S Barrington Rd	Schaumburg	111	60193-5345	(847) 301-8793	04/12/95
	Hair Cuttery	401	460	Randall Plaza	148 N Randall Rd	Lake in the Hills	1,-	60156-4471	(847) 854-2517	03/13/96
	Hair Cuttery	200	250	Fairfax Towne Center	12208 Fairfax Towne Center	Fairfax	VA VA	22033-2877	(703) 273-8911	12/20/95
	Hair Cuttery	401	475	34th Street Plaza	3357 Chicago Rd	Chicago Hts	1,0	60411-5422	(708) 756-1882	03/08/95
	Hair Cuttery Hair Cuttery	401	465	Holiday Plaza	4747 N Harlem Ave Unit K	Harwood Heights	111	60706-4600	(708) 867-3065	03/08/95
	Hair Cuttery Hair Cuttery	201	226		3424 Pump Rd Space 13	Richmond	VA	23233-1111	(804) 360-9788	02/23/97
	Hair Cuttery	201	210		4680 Monticello Ave Ste 18E	Williamsburg	VA	23188-8214	(757) 564-989C	01/10/99
	Hair Cuttery	400	440	·	1273 Highway 33	Hamilton	NJ	08690-2713	(609) 588-9874	07/18/95
	Hair Cuttery	302		Willa Springs Shopping Center	5699 Red Bug Lake Rd	Winter Springs	FI	32708-4969	(407) 695-5577	01/20/95
	Hair Cuttery	201	220		1340 N Great Neck Rd	Virginia Beach	VA	23454-2268	(757) 481-9806	03/16/95
	Hair Cuttery	401	495		3143 N Broadway St	Chicago	II.	60657-4508	(773) 529-4741	04/12/97
	Hair Cuttery	401	465	Broadview Village Square	118 Broadview Village Sc	Broadview	10	60155-4874	(708) 344-8853	03/17/95
-	Hair Cuttery	401	480	Golf Plaza II	1008 SElmhurst Rd	Mount Prospect	10	60056-4240	(847) 758-8689	03/17/93
	Hair Cuttery	302	384		1009 Lockwood Blvd	Oviedo	E1	32765-6001	(407) 365-9916	08/29/95
	Hair Cuttery	302	385		3720 NW 13th St	Gainesville	FL	32609-5906	(352) 373-2145	09/08/95
	Hair Cuttery	400	426		913 Paoli Pike Space 2A	West Chester	PA	19380-4527	(610) 696-9907	04/21/95
	Hair Cuttery	302		Woodland Shopping Center	1940 N State Road 19	Eustis	FL	32726-6729	(352) 589-7994	04/24/95
	Hair Cuttery	303		Indiavista Shopping Center	7327 N Highway 1 Ste C	Cocoa	FI	32927-5208	(321) 631-9478	04/14/95
	Hair Cuttery	302	389		2644 Maguire Rd	Ocoee	FL	34761-4752	(407) 656-7649	10/24/95
		303	350				FL	33071-5419	(954) 753-1554	
	Hair Cuttery Hair Cuttery	303			1370 Coral Ridge Dr 11120 W Oakland Park Blvc	Coral Springs Sunrise	FL	33351-6808	(954) 749-8226	05/03/96
		100	350				MD			
	Hair Cuttery			Hagerstown Commons	1733 Dual Highway	Hagerstown	IVID	21740-6653	(301) 745-9726	06/06/95
	Hair Cuttery	302 100		West Granada Center	1425 W Granada Blvd Unit 8 542 Kimberton Road	Ormond Beach Phoenixville	PA	32174-8113 19460-4737	(386) 672-9327	11/21/95 03/31/95
	Hair Cuttery Hair Cuttery	303	378	Maplelawn Village Center Shadowwood Square	9843 Glades Rd	Boca Raton	FL	33434-3918	(610) 933-9810 (561) 487-5155	03/31/93
		200	232	·	3731 University Boulevard W Suite C	_	MD	20895-2150		11/24/95
	Hair Cuttery Hair Cuttery	200	260		10072 Dumfries Rd	Kensington Manassas	VA	20110-7949	(301) 942-9748 (703) 257-4604	02/23/96
		401	495	3			VA		(773) 244-3982	
	Hair Cuttery	401	495 480	Clark and Diversey	2734 N Clark St 1721 N Richmond Rc	Chicago	Pin.	60614-1503		09/07/95 01/14/97
	Hair Cuttery Hair Cuttery	302		Mchenry Grounds Old St Augustine Road Plaza	11250 Old Saint Augustine Rd Suite 13	Mchenry Jacksonville	FI	60051-5413 32257-1088	(815) 759-0572 (904) 268-9728	01/14/9/
	Hair Cuttery Hair Cuttery	302			985 N Nob Hill Rc	Plantation	FL		(954) 476-9478	04/12/95
		200	270	Vizcaya Square Graham Park Plaza	7263 Arlington Blvd Ste J	Falls Church	VA	33324-1079		
	Hair Cuttery Hair Cuttery	100		Shoppes at Lionville Station	459 Uwchlan Ave	Chester Springs	PA	22042-3219 19425-2232	(703) 849-9758 (610) 363-9843	09/13/95 10/11/96
2202	H-1-C-st	400	450	I C	CE421 V I- D-I Ct D	Manuallana	D.A	40000 4047	(24.5) 0.62 00.56	00/25/05
	Hair Cuttery Hair Cuttery	400		Towne Square	886 Union Mill Road	Mount Laurel	NJ NJ	08054-9561	(856) 866-9473	05/30/97
	Hair Cuttery Hair Cuttery	400		Hillcrest Shopping Center	1701 N Larkin Ave Spc B1	Crest Hill	III.	60403-1970	(815) 744-2395	10/27/95
	Hair Cuttery	401	456		320 Consumer Square	Mays Landing	NJ	08330-3326	(609) 645-982C	01/21/98
	Hair Cuttery Hair Cuttery	100		Market Square	5607 Concord Pike	Wilmington	DE	19803-1428	(302) 478-9978	06/23/95
	Hair Cuttery Hair Cuttery	302	369		5000 US Highway 17 Ste 20	Orange Park	FL	32003-8229	(904) 264-9065	02/26/97
	Hair Cuttery	303	363	Paraiso Plaza	3345 W 80th St	Hialeah	FL	33018-5065	(305) 362-9726	06/18/97
	Hair Cuttery Hair Cuttery	401	465		8303 1/2 W Golf Rc	Niles	11.	60714-1113	(847) 583-0337	01/17/97
	Hair Cuttery Hair Cuttery	302	465 388	Four Flaggs Shopping Center Lake Fredrica Center	3932 S Semoran Blvd	Orlando	FL	32822-4008	(407) 273-4524	10/09/95
$\overline{}$	Hair Cuttery Hair Cuttery	400	420	Brace Road Station	1479 Brace Road	Cherry Hill	NJ	08034-3524	(856) 354-988C	03/06/97
	Hair Cuttery Hair Cuttery	400		Maintree Shopping Center	301 S Main Road	Vineland	NJ		(856) 507-9883	03/06/97
	Hair Cuttery Hair Cuttery	400	420	Marketplace at Chews Landing	1214 Chews Landing Road	Laurel Springs	NJ	08360-7897 08021-2803	(856) 309-9826	11/09/96
		201	220	Loehmanns Plaza at Thalia	4000 Virginia Beach Blvd	Virginia Beach	VA	23452-1743	(757) 340-9401	
	Hair Cuttery Hair Cuttery	201	260		1638 Tappahannock Blvd PO Box 1908	Tappahannock	VA	23432-1743		01/15/96 03/18/97
		100	160				MD		(804) 443-0208 (410) 549-9742	
	Hair Cuttery	400	450		1311 Londontown Boulevarc 800 Bustleton Pike Ste B1	Sykesville		21784-6454		11/17/96
	Hair Cuttery	400		Crossroads Plaza		Richboro	PA PA	18954-1360	(215) 357-9453	03/11/99 07/07/97
	Hair Cuttery	303	410	Oxford Oaks Shopping Center Doral Centre	1629 Big Oak Rd 9569 NW 41st St	Yardley	FL	19067-6418	(215) 493-9943 (305) 436-8053	07/07/97
	Hair Cuttery	303	388		2772 E Colonial Dr	Doral Orlando	FL	33178-2371		08/01/9/
	Hair Cuttery	200				Orlando		32803-5025	(407) 895-9738	
	Hair Cuttery	401	265	Lake Montdair Center Water Tower Plaza	5155 Waterway Dr 1593 N State Route 50	Montclair Bourbonnais	VA	22025-1261 60914-4429	(703) 583-1775	03/18/98
	Hair Cuttery	201	226		3154 W Cary St	Richmond	VA	23221-3504	(815) 936-6189 (804) 354-9575	
	Hair Cuttery									12/08/95
	Hair Cuttery	302	372	Dames Pointe Plaza	7001 Merrill Rd Ste 2S	Jacksonville	FL	32277-2600	(904) 744-820C	07/15/96
	Hair Cuttery	302	372		2771 Monument Rd Ste 22	Jacksonville	FL	32225-3514	(904) 646-1555	07/15/96
	Hair Cuttery	302	371		3988 3rd St S	Jacksonville Beach	FL	32250-5847	(904) 241-2458	07/15/96
Z5/b	Hair Cuttery	302	369	Chimney Lakes Village	8540 Argyle Forest Blvd	Jacksonville	FL	32244-6702	(904) 908-993C	11/14/96

Salon Id	Brand	Region Cod	District Co	Salon Name	Street Address	Cîty	State	Zip Code	Phone	Salon Open Date
	Hair Cuttery	401	485	Highland Grove Shopping Center	10351 Indianapolis Blvd	Highland	IN	46322-3509	(219) 922-492C	05/06/97
	Hair Cuttery	302		Eastwood Shopping Center	1933 S Alafaya Trail	Orlando	FL	32828-8732	(407) 737-9978	02/02/98
	Hair Cuttery	302		Churchill Square Shopping Center	303 SE 17th St Ste 105	Ocala	FL	34471-4422	(352) 368-3698	12/02/96
	Hair Cuttery	401	480	Northpoint Shopping Center	350 E Rand Rd	Arlington Heights	IL	60004-3104	(847) 392-4631	11/22/96
2404	Hair Cuttery	303	377	Three Meadows Plaza	622 Barnes Blvd	Rockledge	FL	32955-5210	(321) 632-9042	02/17/97
2405	Hair Cuttery	303	378	Lakeside Square at Loggers Run	11640 W Palmetto Park Rd	Boca Raton	FL	33428-2501	(561) 483-8895	10/04/97
2406	Hair Cuttery	401	475	Tinley Park Commons	17121 Harlem Ave	Tinley Park	IL	60477-3369	(708) 429-6377	11/16/96
	Hair Cuttery	100		Edgmont Square	4837 W Chester Pike Space 8	Newtown Square	PA	19073-2213	(610) 356-9920	05/30/97
	Hair Cuttery	201	275		850 Statler Blvd Space S104	Staunton	VA	24401-4885	(540) 886-9817	11/09/96
	Hair Cuttery	303	360	Sawgrass Square	12514 W Sunrise Blvc	Sunrise	FL	33323-2987	(954) 851-9578	09/18/97
	Hair Cuttery	401	486	Dekalb Market Square	2350 Sycamore Rd Ste H	Dekalb	IL	60115-2000	(815) 758-4697	12/05/97
	Hair Cuttery	303	363		15781 Sheridan St	Fort Lauderdale	FL	33331-3486	(954) 434-8742	07/08/98
	Hair Cuttery	100		Big Elk Mall Shopping Center	117 Big Elk Mall	Elkton	MD	21921-5912	(410) 620-9833	08/21/97
	Hair Cuttery	400		Mill Pond Village	380 Egg Harbor Road Suite C4	Sewell	NJ	08080-3152	(856) 582-9802	05/20/97
	Hair Cuttery	100	160		518 E Ridgeville Blvc	Mount Airy	MD	21771-5252	(301) 829-9815	12/08/97
	Hair Cuttery	100	160	Kingsbrook Crossing	5318 New Design Road	Frederick	MD	21703-7102	(301) 663-9634	02/13/98
	Hair Cuttery Hair Cuttery	302 302	383 384	Publix at Lake Forest	5256 W State Road 46	Sanford Orlando	FL	32771-9230 32817-1902	(407) 302-8470 (407) 672-3084	03/18/99 10/22/01
	Hair Cuttery	100	160	Suncrest Village River Hill Village Center	10071 University Blvd 6040 Daybreak Circle Suite 200	Clarksville	MD	21029-1643	(410) 531-8052	11/16/97
	Hair Cuttery	401		Nelson Plaza	410 Nelson Rd	New Lenox	IVID	60451-2946	(815) 485-9705	04/09/98
	Hair Cuttery	303		Winston Park Center	5385 Lyons Rd Spc B4	Coconut Creek	FL	33073-2810	(954) 480-8312	01/14/99
	Hair Cuttery	302	372	Publix Plaza	9100 Merrill Rd Ste 7	Jacksonville	FI	32225-4349	(904) 744-9542	04/14/97
	Hair Cuttery	400	450	Richland Crossing Shopping Center	211 N West End Blvd	Quakertown	PA	18951-2316	(215) 536-9790	08/19/98
	Hair Cuttery	100		Riverside Shopping Center	1321 Riverside Parkway Suite D2	Belcamp	MD	21017-3402	(410) 273-9905	07/17/97
	Hair Cuttery	200	235	Lee Harrison Shopping Center	2455 N Harrison St	Arlington	VA	22207-1611	(703) 237-9392	01/14/98
	Hair Cuttery	401		Bohl Farm Market	5300 Northwest Hwy Unit B	Crystal Lake	TiL.	60014-8072	(815) 444-793C	04/13/00
	Hair Cuttery	401		Praire Point Shopping Center	3015 E New York St	Aurora	IL.	60504-5162	(630) 236-7124	08/17/98
	Hair Cuttery	401	465	North Riverside Shopping Center	2304 Harlem Ave	North Riverside	IL	60546-1414	(708) 442-6673	12/15/97
	Hair Cuttery	401	497	Two Rivers Shopping Center	1196 W Boughton Rd Ste G	Bolingbrook	IL	60440-6569	(630) 378-0986	11/20/98
	Hair Cuttery	401	489	Centennial Plaza	1218 State St	Lemont	IL	60439-4489	(630) 243-9845	08/07/98
	Hair Cuttery	201	260	Virginia Gateway Giant Center	7543 Linton Hall Rd Ste D5	Gainesville	VA	20155-2972	(703) 753-1306	09/17/99
2531	Hair Cuttery	100	147	Village at Gap	5360 Lincoln Hwy	Gap	PA	17527-9451	(717) 442-2359	01/08/99
	Hair Cuttery	201	220	Kroger Plaza	1800 Republic Roac	Virginia Beach	VA	23454-4542	(757) 428-9838	01/29/98
2535	Hair Cuttery	200	235	Potomac Yard Center	3925B Jefferson Davis Highway	Alexandria	VA	22305-3139	(703) 548-9393	12/02/98
	Hair Cuttery	401		Shoppes at Windmill Place	2008 W Wilson St	Batavia	IL	60510-9482	(630) 761-3382	01/11/00
	Hair Cuttery	401	460	Northwest Shopping Center	521 E. Dundee Road	Palatine	IL	60074-2815	(847) 963-8389	05/14/02
	Hair Cuttery	401	489		2301 63rd St	Woodridge	IL	60517-1300	(630) 434-8873	08/06/98
	Hair Cuttery	400		Newtown Shopping Center	40 West Rd Unit L	Newtown	PA	18940-4301	(215) 968-9815	11/02/01
	Hair Cuttery	303		Dadeland Station	8328 S Dixie Hwy	Miami	FL	33143-7714	(305) 665-8720	03/27/98
	Hair Cuttery	400	455	Spring House Village	1121 Bethlehem Pike Ste 90	Spring House	PA	19477-1102	(215) 793-9556	07/29/99
	Hair Cuttery	401		Evanston Galleria	1704 Sherman Ave	Evanston	IL.	60201-3713	(847) 869-0814	05/26/98
	Hair Cuttery	302	383	Deltona Landing	915 Doyle Road Suite A8	Deltona	FL	32725-8260	(386) 574-8357	03/30/99
	Hair Cuttery	302 400		Halifax Village Plaza	3760 Roscommon Dr	Ormond Beach	FL	32174-2849	(386) 615-8745	09/30/99
	Hair Cuttery Hair Cuttery	302	383	Hartford Plaza Lake Mary Village Shopping Center	631 E Evesham Road 3801 W Lake Mary Blvd	Runnemede Lake Mary	NJ FL	08078-1866 32746-6159	(856) 939-9856 (407) 321-2200	05/18/98 07/02/98
	Hair Cuttery	401	475	Rose Plaza at Oak Forest	5451 159th St	Oak Forest	II.	60452-3221	(708) 687-9294	07/19/00
	Hair Cuttery	401		Woodstock Retail Center	115 S Eastwood Dr	Woodstock	II.	60098-3519	(815) 337-5981	10/28/04
	Hair Cuttery	401	480	Grayslake Crossing	855 E Belvidere Rd	Grayslake	II.	60030-2581	(847) 223-0465	02/08/01
	Hair Cuttery	401	465	Elmhurst Crossing	185 S IL Route 83	Elmhurst	11	60126-3033	(630) 758-0197	06/12/00
	Hair Cuttery	302	392	Sandlake Corners Shopping Center	8155 SJohn Young Pkwy	Orlando	FL	32819-9021	(407) 352-9273	08/16/99
	Hair Cuttery	400	410		1336 Bristol Pike Unit 160	Bensalem	PA	19020-5660	(215) 633-8707	01/14/99
	Hair Cuttery	303	362	The Shoppes of Paradise Lakes	16792 SW 88th St	Miami	FL	33196-5937	(305) 388-8239	10/30/99
	Hair Cuttery	303		Publix at Doral Isles	10767 NW 58th St	Doral	FL	33178-2801	(305) 437-8228	12/08/99
	Hair Cuttery	401	460	Charles Plaza	1475 Palatine Rd	Hoffman Estates	IL	60192-1196	(847) 202-0256	01/16/01
2725	Hair Cuttery	401	497	Naperville Centre	2863 W 95th St Ste 127	Naperville	IL	60564-9006	(630) 922-7852	11/01/00
2728	Hair Cuttery	100	148	Lighthouse Plaza	19323 Lighthouse Plaza Boulevard	Rehoboth Beach	DE	19971-6162	(302) 226-9822	07/26/99
2734	Hair Cuttery	200	249	Beacon Center	6758 Richmond Highway	Alexandria	VA	22306-6701	(703) 765-9662	12/01/98
	Hair Cuttery	303	380	Wickham Corners Shopping Center	1070 N Wickham Rd Suite 104	Melbourne	FL	32935-8956	(321) 751-9012	06/01/99
	Hair Cuttery	303	363	Sunset Shops	18429 Miramar Pkwy	Miramar	FL	33029-5802	(954) 431-8687	01/28/00
	Hair Cuttery	401	489		6682 Joliet Rd Ste 105	Countryside	IL	60525-4575	(708) 246-1810	07/25/02
	Hair Cuttery	303	350	Sawgrass Center	5940 Coral Ridge Dr	Coral Springs	FL	33076-3300	(954) 757-8637	06/29/00
2764	Hair Cuttery	401		1037 Shooting Park Road	1037 Shooting Park Rd	Peru	IL	61354-1870	(815) 224-8007	04/22/99
2766	Hair Cuttery	401		Dunes Plaza	352 Dunes Plaza	Michigan City	IN	46360-7342	(219) 879-9551	03/22/99
	Hair Cuttery	401	485	Schererville Plaza	1690 US Highway 41	Schererville	IN	46375-1318	(219) 322-1438	03/23/99
	Hair Cuttery	401			230 N Mulford Rd	Rockford	IL.	61107-7094	(815) 397-9838	04/15/99
	Hair Cuttery	401		3217 East Lincolnway	3217 E Lincoln Way	Sterling	IIL III	61081-1772	(815) 626-9703	04/20/99
	Hair Cuttery	401		Rock River Plaza	3915 41st Avenue Dr	Moline	IL.	61265-1000	(309) 736-0519	04/21/99
	Hair Cuttery	401		Kroger Center	2507 E Oakland Ave	Bloomington	IL.	61701-5829	(309) 664-4446	05/19/99
	Hair Cuttery	401		Jacksonville Shoppes	906 W Morton Ave	Jacksonville	II.	62650-3151	(217) 243-9957	05/11/99
	Hair Cuttery Hair Cuttery	401 201		Sangamon Center North	1935 E Sangamon Ave 2078 Nickerson Blvd Ste 4	Springfield	VA VA	62702-1265	(217) 753-9303 (757) 850-9349	05/13/99
	Hair Cuttery Hair Cuttery	100		Marketplace at Nickerson Shops at Town Center	19818 Century Blvd	Hampton Germantown	MD	23663-1059 20874-1198	(301) 916-9728	08/06/99 02/12/01
	Hair Cuttery	401		Portage Crossings	6097 US Highway 6	Portage	IN	46368-5215	(219) 762-356C	02/12/01
	Hair Cuttery	302	388	Waterford Lakes Town Center	465 N Alafaya Tri	Orlando	FL	32828-7017	(407) 382-9432	03/03/00
	Hair Cuttery	401	475		3273 W 115th St	Merrionette Park	11	60803-4555	(708) 389-4812	04/20/00
	Hair Cuttery	303	380	Post Commons	4100 N Wickham Rd Unit 126	Melbourne	FL	32935-2485	(321) 757-8446	09/27/00
	Hair Cuttery	401	485		1617 E 37th Ave	Hobart	IN	46342-2581	(219) 942-5919	08/17/01
	Hair Cuttery	401		Riverside Plaza	408 Riverside Dr	East Peoría	li.	61611-2098	(309) 694-9114	09/22/99
	Hair Cuttery	302		Windsor Commons	4765 Hodges Blvd Ste 10	Jacksonville	FL	32224-5279	(904) 821-9467	09/07/00
	Hair Cuttery	302		Reedy Branch Commons	10920 Baymeadows Rd Unit 9	Jacksonville	FL	32256-4570	(904) 519-9227	07/18/00
	Hair Cuttery	400		Hilltown Crossing Shopping Center	1571 Bethlehem Pike Unit B5	Hatfield	PA	19440-1301	(215) 822-9825	05/11/00
	Hair Cuttery	303		Windover Square Shopping Center	2247 W New Haven Ave	W Melbourne	FL	32904-3805	(321) 674-9710	06/29/99
		201		Dominion Plaza	1620 Cedar Rd Space 108	Chesapeake	VA	23322-7197	(757) 549-659C	07/25/00
	Hair Cuttery	2031								
2841	Hair Cuttery Hair Cuttery	303	378		3857 W Hillsboro Blvc	Deerfield Beach	FL	33442-9481		
2841 2846	Hair Cuttery	303	378	Deerfield Town Square	3857 W Hillsboro Blvc	Deerfield Beach	FL	33442-9481	(954) 570-7555	05/31/00
2841 2846 2848			378 155							

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	Brand	Region Cod D			Street Address	City	State	Zip Code	Phone	Salon Open Date
	Hair Cuttery Hair Cuttery	100		King Farm Village Center First Colony Center	402 King Farm Blvd Ste 120 45119 First Colony Way	Rockville California	MD MD	20850-5844 20619-2416	(301) 947-9795 (301) 862-9413	04/30/01 12/07/00
	Hair Cuttery	303	381		3110 Oakwood Blvd	Hollywood	FL	33020-7103	(954) 921-8986	11/17/99
	Hair Cuttery	201	220	Red Mill Commons	1169 Nimmo Pkwy Ste 202	Virginia Beach	VA	23456-7760	(757) 563-2317	05/17/02
	Hair Cuttery	303		Boynton Lakes Plaza	4752 N Congress Ave	Boynton Beach	FL	33426-7951	(561) 432-9182	05/12/00
	Hair Cuttery	401	489		1001 75th St Ste 181	Woodridge	IL	60517-2656	(630) 910-8469	07/18/00
	Hair Cuttery	302	371	Julington Village	450 State Road 13 Ste 111	Saint Johns	FL	32259-3861	(904) 230-9577	06/27/00
2871	Hair Cuttery	100	110	Lake Shore Plaza	4153 Mountain Rd	Pasadena	MD	21122-4455	(410) 439-994C	06/12/00
2873	Hair Cuttery	303	374	Crestwood Square	11991 Southern Blvd	Royal Palm Beach	FL	33411-7619	(561) 793-9272	03/07/00
2900	Hair Cuttery	303	381	Blockbuster Plaza	1527 Alton Rd	Miami Beach	FL	33139-3301	(305) 604-8841	02/02/00
	Hair Cuttery	400	457		316 Ryders Lane	Milltown	NJ	08850-1706	(732) 613-987C	08/30/01
	Hair Cuttery	400	449		24 Summerfield Blvd Suite 203	Dayton	NJ	08810-2438	(732) 438-9452	07/15/03
	Hair Cuttery	400	449	5	516 Milltown Rd Space 4	North Brunswick	NJ	08902-3327	(732) 828-9796	04/12/01
	Hair Cuttery	401	480		254 E Rollins Rd Ste 3	Round Lake Beach	IL DA	60073-1317	(847) 740-4878	03/22/01
	Hair Cuttery	400 302	410	·	2743 Street Rd	Bensalem	PA FL	19020-2810	(215) 245-9693	02/16/01
	Hair Cuttery Hair Cuttery	100	389 144		4363 S Highway 27 11121 York Rd Spc D	Clermont Cockeysville	MD	34711-5349 21030-2006	(352) 243-6134 (410) 584-9617	07/28/01
	Hair Cuttery	201	210		6255 College Dr Ste C	Suffolk	VA	23435-2768	(757) 484-9829	08/09/01
	Hair Cuttery	201	225		4678 Commonwealth Centre Pkwy	Midlothian	VA	23112-8686	(804) 744-080C	04/01/02
	Hair Cuttery	201	225		12208 Bermuda Crossroad Lr	Chester	VA	23831-2353	(804) 706-5807	02/18/03
	Hair Cuttery	201	220	3	3877 Holland Rd Suite 402	Virginia Beach	VA	23452-2858	(757) 340-9516	01/04/01
	Hair Cuttery	303	360		6969 W Broward Blvc	Plantation	FL	33317-2917	(954) 585-8569	02/19/02
	Hair Cuttery	303	360		2106 N Flamingo Rd	Pembroke Pines	FL	33028-3501	(954) 538-8642	12/03/01
	Hair Cuttery	100	110		2650 Brandermill Blvd	Gambrills	MD	21054-1651	(410) 721-9816	02/28/02
2963	Hair Cuttery	200	265		4147 Cheshire Station Plaza	Dale City	VA	22193-2200	(703) 580-8391	07/18/02
	Hair Cuttery	303	350		5413 N University Dr	Lauderhill	FL	33351-5028	(954) 742-8726	01/17/02
	Hair Cuttery	100	147		417 Eisenhower Dr	Hanover	PA	17331-5213	(717) 632-424C	09/02/00
	Hair Cuttery	200	250		10336 Main St	Fairfax	VA	22030-2410	(703) 352-9827	12/15/01
	Hair Cuttery	201	226		9976 Brook Rd	Glen Allen	VA	23059-6501	(804) 262-2769	09/20/01
	Hair Cuttery	401	486		345 Randall Rd	South Elgin	IL.	60177-2248	(847) 531-8167	02/28/02
	Hair Cuttery	303	380		3450 Bayside Lakes Blvd SE	Palm Bay	FL	32909-6815	(321) 676-9551	10/11/01
	Hair Cuttery	401	480		1 W Rand Rd Unit G	Mount Prospect	IL NA	60056-1137	(847) 392-7726	09/12/01
	Hair Cuttery Hair Cuttery	201 303	210 380	Poquoson Commons Shoppes of Palm Bay	423 Wythe Creek Rd Ste C 1150 Malabar Rd SE	Poquoson Palm Bay	VA FL	23662-1973 32907-3239	(757) 868-9069 (321) 724-0034	01/22/01 11/08/99
	Hair Cuttery	303	380		7777 N Wickham Rd Unit 6	Melbourne	FL	32940-7976	(321) 255-2032	11/08/99
	Hair Cuttery	303	377	· · · · · · · · · · · · · · · · · · ·	5880 20th St	Vero Beach	FL	32966-1017	(772) 770-1531	11/08/99
	Hair Cuttery	303	375	·	1331 NW Saint Lucie West Blvc	Port St Lucie	FL	34986-2139	(772) 879-0744	11/08/99
	Hair Cuttery	303	374		11762 SE Federal Hwy	Hobe Sound	FL	33455-5303	(772) 546-3408	11/08/99
	Hair Cuttery	303	374		17450 N Highway A1A Alt	Jupiter	FL	33477-5899	(561) 745-564C	11/08/99
	Hair Cuttery	401	494	Valparaiso Market Place	2620 Laporte Ave Ste 120	Valparaiso	IN	46383-6967	(219) 531-029€	06/18/02
3058	Hair Cuttery	401	460	Prairie Meadows Shopping Center	2313 Randall Rd	Carpentersville	IL	60110-3448	(847) 428-0945	02/28/02
3059	Hair Cuttery	401	480	Fox Lake Crossing	1276 S US Highway 12 Space B1	Fox Lake	IL	60020-1950	(847) 587-5719	04/18/02
	Hair Cuttery	401	497	3	952 Brook Forest Ave	Shorewood	IL	60404-8807	(815) 577-6913	07/17/01
	Hair Cuttery	303	374		455 NE 5th Ave Ste B	Delray Beach	FL	33483-5658	(561) 278-8231	06/04/01
	Hair Cuttery	302	388		7581 W Sand Lake Rd	Orlando	FL	32819-5109	(407) 226-9183	10/26/01
	Hair Cuttery	302	391	3	1475 Palm Coast Pkwy NW Ste 104	Palm Coast	FL	32137-4736	(386) 446-8107	07/16/01
	Hair Cuttery	401	492		531 S Parkway Dr	Pekin	IL.	61554-5393	(309) 353-9415	06/21/01
	Hair Cuttery	401 303	486 362	3	2369 N Bloomington St 12060 SW 127th Ave	Streator Miami	FI	61364-1307 33186-6454	(815) 672-994C	09/11/02
	Hair Cuttery Hair Cuttery	303	380		7546 SUSHighway 1	Port St Lucie	FL	34952-3485	(305) 969-8197 (772) 878-9691	07/03/03
	Hair Cuttery	303	362	3	11325 S Dixie Hwy Ste A	Miami	FL	33156-4442	(305) 971-8230	06/21/02
	Hair Cuttery	400	426		2267 Lebanon Valley Mall	Lebanon	PA	17042-2568	(717) 273-0802	04/03/01
	Hair Cuttery	100	110		15427 Excelsior Dr	Bowie	MD	20716-2208	(301) 464-9831	04/05/02
	Hair Cuttery	401	475		11235 W 143rd St	Orland Park	IL	60467-1923	(708) 349-7914	05/16/02
	Hair Cuttery	400	440		142 Marketplace Boulevard	Hamilton	NJ	08691-2103	(609) 585-9518	03/23/04
	Hair Cuttery	401	485	·	9488 Wicker Ave	Saint John	IN	46373-9400	(219) 365-416C	09/05/01
	Hair Cuttery	401	494	Laporte Plaza	1408 E Lincoln Way	Laporte	IN	46350-8047	(219) 325-0655	10/09/01
	Hair Cuttery	100	147		2188 White St	York	PA	17404-4951	(717) 846-025C	08/08/01
	Hair Cuttery	100	147		734 Wertzville Rd	Enola	PA	17025-2037	(717) 732-9901	01/20/02
	Hair Cuttery	100	147		14645 Mount Airy Rd Ste 204	Shrewsbury	PA	17361-1432	(717) 235-4059	07/30/03
	Hair Cuttery	302		Grand Oaks Village	5054 Dr Phillips Blvc	Orlando	FL	32819-3310	(407) 299-8455	01/28/02
	Hair Cuttery	201		Lynnhaven Square	2077 Lynnhaven Pkwy Unit 1	Virginia Beach	VA	23456-4884	(757) 471-8727	07/23/01
	Hair Cuttery	201		Rio Hill Shopping Center	1768 Rio Hill Center 18 Broadway Suite G	Charlottesville	VA	22901-1100 08015-3248	(434) 973-9274	09/24/01
	Hair Cuttery Hair Cuttery	400 302	440		18 Broadway Suite G 8303 Champions Gate Blvd	Browns Mills Champions Gate	NJ FL		(609) 893-5023 (407) 396-6537	07/29/02 02/15/02
	Hair Cuttery Hair Cuttery	302	392 377		5459 NW Saint James Dr	Port St Lucie	FL	33896-8389 34983-3444	(772) 336-9912	02/15/02
	Hair Cuttery	302	388		2102 Edgewater Dr	Orlando	FL	32804-5318	(407) 481-8134	02/28/02
	Hair Cuttery	401	495		3711 N Southport Ave	Chicago	iL.	60613-3886	(773) 832-9602	10/23/02
	Hair Cuttery	200	230		2565 John Milton Dr Unit 17	Herndon	VA	20171-2527	(703) 860-915C	01/08/02
	Hair Cuttery	302	391		1840 Ridgewood Ave	Holly Hill	FL	32117-1738	(386) 673-8075	07/05/02
	Hair Cuttery	200	232		14933 Shady Grove Rd Unit H	Rockville	MD	20850-7725	(301) 424-1052	04/03/03
	Hair Cuttery	303	363	3	1565 W 49th St	Hialeah	FL	33012-2924	(305) 557-9024	07/09/03
	Hair Cuttery	401	497		13400 S State Route 59 Ste H	Plainfield	IL	60585-5832	(815) 439-7622	03/26/03
	Hair Cuttery	401	485		815 Joliet St	Dyer	IN	46311-1920	(219) 322-4167	01/29/04
	Hair Cuttery	100	160		1700 Kingfisher Dr Ste 23	Frederick	MD	21701-4769	(301) 668-9754	12/17/04
	Hair Cuttery	302	389	West Point Commons Shopping Center	13750 W Colonial Dr	Winter Garden	FL	34787-4204	(407) 656-950C	09/12/03
	Hair Cuttery	302	391		135 Jenkins St Ste 102	St. Augustine	FL	32086-5176	(904) 824-9344	08/22/03
	Hair Cuttery	201	260		1495 Stafford Marketplace 495 N State Route 47 Ste E	Stafford Sugar Grava	VA	22556-4530	(540) 288-0155	06/24/04
	Hair Cuttery	401	486			Sugar Grove	IN IN	60554-8015	(630) 466-9701 (574) 277-7946	10/12/06
	Hair Cuttery Hair Cuttery	401 200	494 230		215 E University Dr 675 Potomac Station Dr NE	Granger Leesburg	IN VA	46530-4000 20176-1819	(574) 277-7946 (703) 443-0624	04/02/03 07/18/04
	Hair Cuttery	200	230		1974 Abbey Rd Space E12C	Charlottesville	VA	22911-3543	(434) 293-8014	12/02/02
	Hair Cuttery	303	362		14640 SW 26th St	Miami	FL	33175-8065	(305) 480-9383	06/12/03
	Hair Cuttery	200	270	Chantilly Crossing	14411 Chantilly Crossing Ln	Chantilly	VA	20151-2116	(703) 378-7929	08/09/04
3259			2,0	1						00/00/01
			230	Herndon Marketplace						03/13/06
3260	Hair Cuttery Hair Cuttery	200 303	230 362	Herndon Marketplace Miller West Plaza	609 Post Drive 15735 SW 56th St	Herndon Miami	VA FL	20170-4534 33185-3879	(703) 437-9705 (305) 485-9109	03/13/06 03/19/04

1977   40   100					In a second	The second secon	T-m	I	In	Ini	h
227   100		Brand				Street Address	City	State	Zip Code	Phone	Salon Open Date
2071   10	-							FL.		· ·	
2017   10   10   10   10   10   10   10								IL.			
2007   100	-					-		II.			
Description of the system of the person program of the person of the p								II.			
2005   with Cutting   2005   with State State Florid View   2005   with Cutting   2005								II.			
2009-16 Contrary   200   201 Contrary Changes   201 Contrary Changes   201 Contrary Changes   201 Contrary								11			02/04/05
2279   100		- '						NI			
SSOP  Set Colors											08/04/06
100   100											01/30/04
2007   2007											02/03/05
2002   2015			401	489	Lockport Jewel Osco Shopping Center	16551 W 159th St	Lockport	IL			05/13/05
2012   224   General Controls   2012   224   General Controls   2012   224   2012			302			4824 New Broad Street	Orlando	FL	32814-6628		03/14/05
2007   2007	3341	Hair Cuttery	302	372	St Johns Town Center	10261 River Marsh Dr	Jacksonville	FL	32246-7417	(904) 807-9545	04/06/05
Section Commy   Col.   Section Processes   S	3342	Hair Cuttery	303	374	Kanner Crossing	6534 S Kanner Hwy	Stuart	FL	34997-6396	(772) 221-139C	09/15/05
2973   Petr Cuterwy   1073   207   Vision State exhabit Country   1111 Marth   September   101   207   Vision   207   Vision			302	385	Silver Spring Commons	4920 E Silver Springs Blvc	Ocala	FL	34470-3240	(352) 236-5055	11/18/04
September   Sept											03/25/04
337   New Column   300   337   Collection Willings   300   300   Collection Willing   300   30	$\overline{}$										03/02/06
3000   3000											05/18/05
3250   Hele Cartery   221   221   221   Annual Steam Commons   3250   Hele Cartery   221   221   Annual Steam Commons   3250   Hele Cartery   221   221   Annual Steam Commons   221   222   Annual Steam Commons   222   22											11/22/05
237   February   201											02/01/05
3887   Park Curreny   201   200   2010   2							<del>-</del>				11/09/05
3886 -94 Cuttery   201											09/28/06
3808   Half Cuttory   201   225 Southfilling Marter Source   2500 Riffling Plans Sta 15   South Right   M.   2415-2632 (109) 327-5608 (107) 335   Marter   201   225 South   Marter   201											
3830  plan Curtemy   200  225 Millage of Shiftington   4355 Campboll Ave   5A119 From Carter   200  200  Part In an Effect   201  200  200  200  200  200  200  20											
3836 -Net Cuttery   101   45  Millifold from Center   33906 -net Cuttery   102, 155  Millifold   102, 155  M											
3809   Half Cuttery   201   225   Subpressed from Center   300   Care Center   Milville   58   1,500   1,600   1,000											
3896 set Cuttery   201   273 s-lahymeed from Commer   13 Comment Bate   One-Interedial   WA   2823-567, 809-78-88   269-78-88   309-78-8											12/15/06
3899   Half Cuttery											
3359   He Cuttery					*						11/29/04
3.900   Half-Cuttery										` '	04/06/06
340   Hef Cuttery											01/26/05
340   Nationary   203   327 Familian Steppen of Cocoa   1, 3262-5721 (221) 595-6881   04/06/   340   Nationary   202   386  Contrades at Summerport III age Plany   Windowned   1, 3475-766 (407) 747-885   04/06/   340   Nationary   401   401   Nationary   402   410   Nationary   402   410   Nationary   403   410   Nationary   403   410   Nationary   404   410   Nationary   405   410   Nationary   406   410   Nationary   407   407   Nationary   407   N								IL			09/22/05
3400 self Cuttory						2711 Clearlake Rd Ste 2		FL			04/08/05
340  Maric Cuttery								FL			06/22/05
3419   Inf Cuttery	3407	Hair Cuttery	401	485	Munster Plaza	7944 Calumet Ave	Munster	IN	46321-1216	(219) 513-0787	01/06/05
3417   Half Cuttery	3408	Hair Cuttery	400	410	Levittown Town Center	169 Levittown Parkway Suite C	Levittown	PA	19055-2455	(215) 547-2580	11/17/09
3420   Imiliar Cuttery				465	Metropolitan Square	1448 Market St	Des Plaines	IL	60016-4626	(847) 635-8826	02/28/06
342  Harf Cutney   303  850  Jakender Form Shops   5810 SUmbers by Dr   Dunle   FL   33328-6107   699-989-8355   04/22/											06/04/07
3432 sin2 Cutzery											05/28/08
3430 sis-Cuttery						·					04/21/06
3430  Hair Cuttery											09/30/05
3432  Hair Cuttery											08/03/05
3432 -lair Cuttery					,						08/14/06
3433-Hair Cuttery					,						10/19/05
3437   Hair Cuttery											
3438  Hair Cuttery											
3441   Hair Cuttery								-			
3443 Hair Cuttery   100   160 [Village at Utbana   3520 Sagarlos [Pkw Ste PQ2   Urbana   MD   21704-7911   (301) 874-0532   0.03/26/2											
3445 Hair Cuttery											
345  Hair Cuttery											
345  Hair Cuttery								11			09/24/08
345  Hair Cuttery								11			04/23/10
3458  Hair Cuttery								NC.			01/18/07
3460  Hair Cuttery											06/21/06
3463  Hair Cuttery								IL			08/02/06
3467  Hair Cuttery								MD			08/05/05
3469  Hair Cuttery   302   372   River City Marketplace   13249 City Square Dr   JacksonWile   FL   33218-7237   (304) 696-895C   09/20/2   3484   Hair Cuttery   303   361   Coconut Point Town Center   23306 Fashion Drive Suite 101   Estero   FL   333928-2528   (303) 992-5232   01/31/3   3497   Hair Cuttery   303   362   Corsica Square   15751 SW 152nd St Ste B   Mirami   FL   33187-5417   (305) 255-5368   06/06/8   3492   Hair Cuttery   401   4497   North Aurora Towne Centre   1854   Towne Centre Drive   North Aurora   IL   60542-6503   (630) 907-2733   07/17/1   3494   Hair Cuttery   401   4498   Heartland Crossing   2047 Ridge Rd   Minoska   IL   60447-8801   (814) 467-817   04/04/3   3496   Hair Cuttery   201   260   Shoppes at Southpoint   10207 Southpoint Pkwy   Fredericksburg   VA   22407-2704   (540) 710-6395   09/25/3   3498   Hair Cuttery   401   4492   Westchase Shopping Center   1006 JC Pkwy Ste 1   Bloomington   IL   61704-5006   (309) 829-6092   12/15/3   3501   Hair Cuttery   401   4494   Erskine Village   1290 E Ireland Rd Bldg V   South Bend   IN   46614-3474   (574) 291-1601   03/30/3   3501   Hair Cuttery   401   4494   Erskine Village   1290 E Ireland Rd Bldg V   South Bend   IN   46614-3474   (574) 291-1601   03/30/3   3501   Hair Cuttery   400   440   Millisde Plaza   4004 Route 130   Defran   NJ   08075-2401   (855) 461-4056   03/16/3   3501   Hair Cuttery   303   361   Shoppes at Morth Cape   2481 Del Prado Blvd N Ste 113   Cape Coral   FL   33027-1206   (954) 431-372   09/201   3502   Hair Cuttery   303   361   Shoppes at Morth Cape   2481 Del Prado Blvd N Ste 113   Cape Coral   FL   33099-4475   (239) 458-3299   03/06/3   3521   Hair Cuttery   303   371   Ramed Concourse   468711   State Road 200 Ste 1   Yulee   FL   32097-6559   (904) 548-1432   05/15/3   3521   Hair Cuttery   303   374   Legacy Place   11310   Legacy Ave Ste 130   Palm Beach Gardens   FL   3340-3658   (651) 625-2491   09/14/3   3525   Hair Cuttery   303   374   Legacy Place   11310   Hanover Pike   Hampstead Market			401			213 East Roosevelt Road Unit C		IL			06/19/08
3497   Hair Cuttery   303   362   Corsica Square   15751 SW 1570 at St8e B   Milami   FL   33187-5417   (305) 255-5366   06/06/ 3492   Hair Cuttery   401   497   North Aurora Towne Centre   1854 Townse Centre Drive   North Aurora   IL   60542-6303   (301) 907-2733   07/1737   3494   Hair Cuttery   401   498   Heardand Crossing   2047 Ridge Rd   Milnooka   IL   60447-8801   (815) 467-817   04/04/   3496   Hair Cuttery   201   260   Shoppes at Southploint   10207 Southpoint Pkwy   Fredericksburg   VA   22407-2704   (540) 710-6395   05/25/   3498   Hair Cuttery   401   492   Westchase Shopping Center   1006   Dkwy Ste 1   Bloomington   IL   61704-5006   (309) 829-6905   05/25/   3500   Hair Cuttery   302   369   Publix at Normandy Grossing   7749 Normandy Blvd   Jacksonville   FL   32221-7657   (904) 781-2335   02/03/   3501   Hair Cuttery   401   494   Eriskine Village   1290   Ireland Rd Bldg V   South Bend   IN   46614-3474   (574) 291-1601   03/30/   3501   Hair Cuttery   400   440   Millide Plaza   4004 knote 130   Delran   N   08075-2401   (566)   461-4056   03/06/   3505   Hair Cuttery   303   360   Paraiso Parc   15719 Pines Blvd   Pembroke Pines   FL   33027-1206   (954) 431-1372   06/20/   3508   Hair Cuttery   303   361   Shoppes at North Cape   2481 Del Prado Blvd N Ste 113   Cape Coral   FL   33909-4475   (239) 488-3293   03/06/   3501   Hair Cuttery   302   372   Amelia Concourse   463711 State Road 200 Ste 1   Yulee   FL   32097-8559   (904) 548-1446   10/19/   3521   Hair Cuttery   302   372   Amelia Concourse   463711 State Road 200 Ste 1   Yulee   FL   32097-8559   (904) 548-1446   10/19/   3523   Hair Cuttery   303   374   Lagacy Place   13310 Lagacy Ave Ste 130   Palm Beach Gardens   FL   33410-3658   (561) 625-2491   09/14/   3525   Hair Cuttery   303   374   Lagacy Place   13310 Lagacy Ave Ste 130   Palm Beach Gardens   FL   33440-3658   (561) 625-2491   09/14/   3529   Hair Cuttery   303   378   Lantane Plaza   1390 Lagacy Ave Ste 130   Palm Beach Gardens   FL   33444-1145   (501) 735-1416			302	372			Jacksonville	FL	32218-7237	(904) 696-895C	09/20/06
3497   Hair Cuttery   303   362   Corsica Square   15751 SW 1570 dt St8e B   Milami   FL   33187-5417   (305) 255-5366   06/06/ 3492   Hair Cuttery   401   497   North Aurora Towne Centre   1854 Towne Centre Drive   North Aurora   IL   60542-6503   (305) 907-2733   07/17/17   3494   Hair Cuttery   401   498   Heardand Crossing   2047 Ridge Rd   Milnocka   IL   60447-8801   (815) 467-817   04/04/   3496   Hair Cuttery   201   260   Shoppes at Southploint   10207 Southpoint Pkwy   Fredericksburg   VA   22407-2704   (540) 710-6395   05/25/   3498   Hair Cuttery   401   492   Westchase Shopping Center   1006   Dkwy Ste 1   Bloomington   IL   61704-5006   (309) 829-6905   12/15/   3500   Hair Cuttery   302   369   Publix at Normandy Grossing   7749 Normandy Blvd   Jacksonville   FL   32221-7657   (904) 781-2335   02/03/   3501   Hair Cuttery   401   494   Eriskine Village   1290   Ireland Rd Bldg V   South Bend   IN   46614-3474   (574) 291-1601   03/30/   3501   Hair Cuttery   400   440   Millide Plaza   4004 knote 130   Delran   N   08075-2401   (566)   461-4056   03/06/   3505   Hair Cuttery   303   360   Paraiso Parc   15719 Pines Blvd   Pembroke Pines   FL   33027-1206   (954) 431-1372   06/20/   3508   Hair Cuttery   303   361   Shoppes at North Cape   2481 Del Prado Blvd N Ste 113   Cape Coral   FL   33909-4475   (239) 488-3293   03/06/   3501   Hair Cuttery   302   372   Amelia Concourse   463711 State Road 200 Ste 1   Yulee   FL   32097-8559   (904) 548-1446   10/19/   3521   Hair Cuttery   302   372   Amelia Concourse   463711 State Road 200 Ste 1   Yulee   FL   32097-8559   (904) 548-1446   10/19/   3523   Hair Cuttery   303   374   Lagacy Place   13310 Lagacy Ave Ste 130   Palm Beach Gardens   FL   33410-3658   (561) 625-2491   09/14/   3525   Hair Cuttery   303   374   Lagacy Place   13310 Lagacy Ave Ste 130   Palm Beach Gardens   FL   33440-3658   (561) 625-2491   09/14/   3529   Hair Cuttery   303   378   Lantane Plaza   1390 Lagacy Ave Ste 130   Palm Beach Gardens   FL   33444-1145   (501) 735-1416	3484	Hair Cuttery				23106 Fashion Drive Suite 101					01/31/07
3494   Hair Cuttery	3487	Hair Cuttery				15751 SW 152nd St Ste B		FL	33187-5417		06/06/07
3496   Hair Cuttery   201   260   Shoppes at Southpoint   10207 Sout								IL			07/17/08
3498   Hair Cuttery								IL			04/04/06
3500   Hair Cuttery   302   369   Publix at Normandy Grossing   7749 Normandy Blvd   JacksonWille   FL   32221-7657   (904) 781-2335   02/03/ 3501   Hair Cuttery   401   494   Erskine Village   1290 E Ireland Rd Bldg V   South Bend   IN   46614-3474   (574) 291-1601   03/30/ 3505   Hair Cuttery   400   440   Willside Plaza   400 440 Route 130   Delran   NJ   08075-2401   (856) 461-4056   03/30/ 3505   Hair Cuttery   303   360   Paraiso Parc   15719 Pines Blvd   Pembroke Pines   FL   33027-1206   (954) 431-1372   06/20/ 3505   Hair Cuttery   303   361   Shoppes at North Cape   2481 Del Prado Blvd N Ste 112   Cape Coral   FL   33909-4475   (239) 458-3293   03/06/ 3514   Hair Cuttery   303   361   Shoppes at North Cape   2481 Del Prado Blvd N Ste 112   Cape Coral   FL   33909-4475   (239) 458-3293   03/06/ 3514   Hair Cuttery   302   372 Amelia Concourse   463711 State Road 200 Ste 1   Yulee   FL   23009-3659   (904) 484-1445   10/19/ 3521   Hair Cuttery   302   372 Amelia Concourse   463711 State Road 200 Ste 1   Yulee   FL   23009-3659   (904) 484-1445   10/19/ 3521   Hair Cuttery   100   441   Pavilion at Lansdale   435 S Broad St   Lansdale   PA   19446-3703   (215) 362-3377   09/01/ 3523   Hair Cuttery   100   144   Hampstead Marketplace   2319 D Hanover Pike   Hampstead MD   21074-1137   (443) 507-5977   04/13/ 3525   Hair Cuttery   303   374   Legacy Place   11310 Legacy Ave Ste 130   Palm Beach Gardens   FL   33403-3658   (561) 625-2491   09/14/ 3526   Hair Cuttery   302   389   Fountains West   275 West Road   Ocoee   FL   34761-5300   (407) 654-5918   07/31/ 3529   Hair Cuttery   303   374   Delray Crossing   1100 Linton Blvd Ste C6   Delray Beach   FL   33444-1145   (561) 274-8816   10/18/ 3533   Hair Cuttery   303   374   Delray Crossing   1100 Linton Blvd Ste C6   Delray Beach   FL   33444-1145   (561) 274-8816   10/18/ 3533   Hair Cuttery   303   375   Northlake Village   3550 Okeechobee   FL   34974-6247   (863) 763-9764   10/18/ 3539   Hair Cuttery   303   375   Northlake Village   3550 Okeechobe								VA			05/25/06
3501   Hair Cuttery								IL			12/15/05
3502   Hair Cuttery											02/03/06
3505   Hair Cuttery   303   360   Paraiso Parc   15719 Pines Blvd   Pembroke Pines   FL   33027-1206   (954) 431-1372   06/20/3   3508   Hair Cuttery   303   361   Shoppes at North Cape   2481 Del Prado Blvd N Ste 112   Cape Coral   FL   33909-4475   (239) 458-3293   03/66/3   3514   Hair Cuttery   200   250   Vantage at Merrifield Town Center   8190 Strawberry Lane Suite 5   Falls Church   VA   22042-1030   (703) 205-0025   05/15/3   3520   Hair Cuttery   302   372   Amelia Concourse   463711 State Road 200 Ste 1   Yulee   FL   32097-869   (904) 548-1445   10/19/3   3521   Hair Cuttery   100   441   Pavilion at Lansdale   455 B road St   Lansdale   PA   19446-3703   (215) 362-3377   09/01/3   3523   Hair Cuttery   100   144   Hampstead Marketplace   2319 D Hanover Pike   Hampstead   MD   21074-1137   (443) 507-5977   09/13/4   3525   Hair Cuttery   303   374   Legacy Place   11310   Legacy Ave Ste 130   Palm Beach Gardens   FL   33401-3658   (561) 625-2491   09/14/4   3526   Hair Cuttery   401   480   Grand Hunt Center   6545 Grand Ave   Gurnee   IL   60031-1643   (847) 855-1534   04/27/4   3529   Hair Cuttery   302   389   Fountains West   275 West Road   Ocoee   FL   34761-5300   (407) 654-5918   07/31/3   3529   Hair Cuttery   302   392   Hunters Creek Shoppes   13651 Hunters Oak Dr   Orlando   FL   32837-6799   (407) 654-5918   07/31/3   3539   Hair Cuttery   303   378   Boynton Plaza   143 1/2 N Congress Ave   Boynton Beach   FL   33426-4209   (561) 736-1416   10/18/3   3539   Hair Cuttery   303   378   Boynton Plaza   143 1/2 N Congress Ave   Boynton Beach   FL   33444-1145   (561) 274-8816   10/18/3   3537   Hair Cuttery   303   378   Lantana Plaza   5970 Sig Road Suite B   Lake Worth   FL   33497-46247   (863) 763-9764   10/18/3   3539   Hair Cuttery   303   375   Northlake Village   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/3   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/3   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (											03/30/06
3508   Hair Cuttery   303   361   Shoppes at North Cape   2481 Del Prado Blvd N Ste 113   Cape Coral   FL   33909-4475   (239) 458-3293   03/06/3514   Hair Cuttery   200   250   Vantage at Merifield Town Center   8190 Strawberry Lane Suite 5   Falls Church   VA   22042-1030   (703) 205-0025   05/15/5											03/06/07
3514   Hair Cuttery   200   250   Vantage at Merrifield Town Center   8190 Strawberry Lane Suife 5   Falls Church   VA   22042-1030   (703) 205-0025   05/15/3520   Hair Cuttery   302   372   Amelia Concourse   463711 State Road 200 Ste 1   Yulee   F.   32097-8659   (904) 548-1445   10/13/3521   Hair Cuttery   100   441   Pavilion at Lansdale   PA   19446-3703   (215) 362-3377   09/01/3523   Hair Cuttery   100   144   Hampstead Marketplace   2319 D Hanover Pike   Hampstead   MD   21074-1137   (443) 507-5977   04/13/3525   Hair Cuttery   303   374   Legacy Place   11310 Legacy Ave Ste 130   Palm Beach Gardens   FL   33410-3658   (561) 625-2491   09/14/3   3526   Hair Cuttery   401   480   Grand Hunt Center   6545 Grand Ave   Gurnee   IL   60031-1643   (487) 855-1534   04/27/3   3528   Hair Cuttery   302   389   Fountains West   275 West Road   Ocoee   FL   34761-5300   (407) 654-5918   07/31/3   3529   Hair Cuttery   302   392   Hunters Greek Shoppes   1865   Hunters Oak Dr   Orlando   FL   32837-7679   (407) 856-0300   01/05/3   3532   Hair Cuttery   303   378   Boynton Plaza   143 1/2 N Congress Ave   Boynton Beach   FL   33444-2409   (517) 736-1416   10/18/3   3534   Hair Cuttery   303   378   Borntain Plaza   5970 S Jog Road Suite B   Lake Worth   FL   33467-6576   (551) 642-8351   10/18/3   3539   Hair Cuttery   303   378   Westward Plaza   2505 Okeechobee Blvd Ste A   West Palm Beach   FL   34974-6247   (853) 763-9764   10/18/3   3539   Hair Cuttery   303   375   Northlake Village   3549 US Highway 4415   Okeechobee   FL   34974-6247   (853) 763-9764   10/18/3   3549   Hair Cuttery   303   375   Northlake Village   2505 US Highway 4415   Okeechobee   FL   34974-6247   (853) 763-9764   10/18/3   3549   Hair Cuttery   303   375   Northlake Village   2505 US Highway 4415   Okeechobee   FL   34974-6247   (853) 763-9764   10/18/3   3549   Hair Cuttery   303   375   Northlake Village   2505 US Highway 4415   Okeechobee   FL   34974-6247   (853) 763-9764   10/18/3   3549 US Highway 4415   Okeechobee   FL   34974											06/20/07
3520   Hair Cuttery   302   372   Amelia Concourse   463711 State Road 200 Ste 1   Yulee   FL   32097-8659   (904) 548-1445   10/19/3521   Hair Cuttery   100   441   Pavilion at Lansdale   435 5 Broad St   Lansdale   PA   19446-3703   (215) 362-3377   09/01/3   3523   Hair Cuttery   100   144   Hampstead Marketplace   2319 D Hanover Pike   Hampstead   MD   21074-1137   (443) 507-5977   09/11/3   3525   Hair Cuttery   303   374   Legacy Hace   11310   Legacy Ave Ste 130   Palm Beach Gardens   FL   33410-3658   (561) 625-2491   09/14/3   3526   Hair Cuttery   401   480   Grand Hunt Center   6545 Grand Ave   Gurnee   IL   60031-1643   (847) 855-1534   04/27/3   3528   Hair Cuttery   302   339   Fountains West   275 West Road   Ocoee   FL   34761-5300   (407) 654-5918   07/31/3   3529   Hair Cuttery   302   392   Hunters Creek Shoppes   13651 Hunters Oak Dr   Orlando   FL   23287-7679   (407) 856-0303   01/05/3   3532   Hair Cuttery   303   378   Boynton Piaza   143 1/2 K Orgy ess Ave   Boynton Beach   FL   33446-4209   (561) 736-1416   10/18/3   3534   Hair Cuttery   303   374   Delray Crossing   1100   Linton Bivd Ste C6   Delray Beach   FL   33444-1145   (561) 274-8816   10/18/3   3537   Hair Cuttery   303   378   Lantana Piaza   5970 S Jog Road Suite B   Lake Worth   FL   33409-4071   (561) 642-8351   10/18/3   3539   Hair Cuttery   303   378   Westward Piaza   2505 Okeechobee Bivd Ste A   West Palm Beach   FL   34974-6247   (863) 763-9764   10/18/3   3539   Hair Cuttery   303   375   Northlake Village   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/3   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/3   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/3   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/3   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/3   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/3   3549 US Highway 441 S											
3521   Hair Cuttery   100   441   Pavillon at Lansdale   435 S Broad St   Lansdale   PA   19446-3703   (215) 362-3377   09/01/   3523   Hair Cuttery   100   144   Hampstead Marketplace   2319 D Hanover Pike   Hampstead MD   21074-1137   (443) 507-5977   04/13/   3525   Hair Cuttery   303   374   Legacy Place   1310   Legacy Ave Ste 130   Palm Beach Gardens   FL   33410-3558   (561) 625-2491   09/14/   3526   Hair Cuttery   401   480   Grand Hunt Center   6545   Grand Ave   Gurnee   FL   60031-1643   (847) 855-1534   04/27/   3528   Hair Cuttery   302   389   Fountains West   275   West Road   Ocoee   FL   34761-5300   (407) 654-5918   07/31/   3529   Hair Cuttery   302   392   Hunters Creek Shoppes   13651   Hunters Oak Dr   Orlando   FL   32837-7679   (407) 856-3030   01/05/   3532   Hair Cuttery   303   378   Boynton Plaza   1431/2 N Congress Ave   Boynton Beach   FL   33442-6409   (561) 736-1416   10/18/   3533   Hair Cuttery   303   374   Delray Crossing   1100 Linton Blvd Ste C6   Delray Beach   FL   33444-1145   (561) 274-8816   10/18/   3537   Hair Cuttery   303   378   Lantana Plaza   5970 S J g Road Suite B   Lake Worth   FL   33409-0471   (561) 697-2847   10/18/   3539   Hair Cuttery   303   375   Northlake Village   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/											
3523   Hair Cuttery   100   144   Hampstead Marketplace   2319 D Hanover Pike   Hampstead   MD   21074-1137   (443) 507-5977   04/13/ 3525   Hair Cuttery   303   374   Legacy Place   11310 Legacy Ave Ste 130   Palm Beach Gardens   FL   334310-3558   (551) 625-2491   09/14/ 3525   Hair Cuttery   401   480   Grand Hunt Center   6545 Grand Ave   Gurnee   L   66031 1643   (487) 855-1534   04/27/ 3528   Hair Cuttery   302   389   Fountains West   275 West Road   Ocoee   FL   34761-5300   (407) 654-5918   07/31/ 3529   Hair Cuttery   302   392   Hunters Greek Shoppes   13651 Hunters Oak Dr   Orlando   FL   32837-7679   (407) 856-0303   01/05/ 3532   Hair Cuttery   303   378   Soynton Plaza   143 1/2 N Congress Ave   Boynton Beach   FL   33426-4209   (551) 736-1416   10/18/ 3535   Hair Cuttery   303   374   Delray Crossing   1100 Linton Blvd Ste C6   Delray Beach   FL   33444-1145   (551) 274-8816   10/18/ 3535   Hair Cuttery   303   378   Lantana Plaza   5970 S Jog Road Suite B   Lake Worth   FL   33407-4071   (551) 697-2847   10/18/ 3539   Hair Cuttery   303   374   Westward Plaza   2505 Okeechobee Blvd Ste A   West Palm Beach   FL   34497-4024   (853) 763-9764   10/18/ 3539   Hair Cuttery   303   375   Northlake Village   3349 Ushlighway 4415   Okeechobee   FL   3497-4024   (853) 763-9764   10/18/ 3539   Hair Cuttery   303   375   Northlake Village   3349 Ushlighway 4415   Okeechobee   FL   3497-4024   (853) 763-9764   10/18/ 3539   Hair Cuttery   303   375   Northlake Village   3349 Ushlighway 4415   Okeechobee   FL   3497-4024   (853) 763-9764   10/18/ 3539   Hair Cuttery   303   375   Northlake Village   3349 Ushlighway 4415   Okeechobee   FL   3497-4024   (853) 763-9764   10/18/ 3539   Hair Cuttery   303   375   Northlake Village   3349 Ushlighway 4415   Okeechobee   FL   3497-4024   (853) 763-9764   10/18/ 3549 Ushlighway 4415   Okeechobee   FL   3497-4024   (853) 763-9764   10/18/ 3549 Ushlighway 4415   Okeechobee   FL   3497-4024   (853) 763-9764   10/18/ 3549 Ushlighway 4415   Okeechobee   FL   3497-4024											
3525   Hair Cuttery   303   374   Legacy Place   11310 Legacy Ave Ste 130   Palm Beach Gardens   FL   33410-3658   (551) 625-2491   09/14/											04/13/08
3526   Hair Cuttery					<u> </u>						09/14/07
3528   Hair Cuttery   302   389   Fountains West   275 West Road   Ocoee   FL   34761-5300   (407) 654-5918   07/31/ 3529   Hair Cuttery   302   392   Hunters Greek Shoppes   13651   Hunters Oak Dr   Orlando   FL   32837-7679   (407) 856-0303   01/05/ 3532   Hair Cuttery   303   378   Boynton Piaz   143 1/2 N Congress Ave   Boynton Beach   FL   33426-4209   (51) 736-1416   10/18/ 3534   Hair Cuttery   303   374   Delray Grossing   1100 Linton Blvd Ste C6   Delray Beach   FL   33444-1145   (551) 274-8816   10/18/ 3535   Hair Cuttery   303   374   Delray Grossing   375   Lantana Piaza   5970 S Jog Road Suite B   Lake Worth   FL   33407-6576   (551) 642-8351   10/18/ 3537   Hair Cuttery   303   374   Westward Piaza   2505 Okeechobee Blvd Ste A   West Palm Beach   FL   33407-4021   (551) 697-2847   10/18/ 3539   Hair Cuttery   303   375   Northlake Village   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (853) 763-9764   10/18/								IL.			04/27/07
3529   Hair Cuttery   302   392   Hunters Creek Shoppes   13651 Hunters Oak Dr   Orlando   FL   32837-7679   (407) 856-0303   01/05/ 3532   Hair Cuttery   303   378   Boynton Plaza   143 1/2 N Congress Ave   Boynton Beach   FL   33426-4209   (551) 736-1416   10/18/ 3534   Hair Cuttery   303   374   Delray Grossing   1100 Linton Blvd Ste CE   Delray Beach   FL   33444-1145   (561) 274-8816   10/18/ 3535   Hair Cuttery   303   378   Lantana Plaza   5970 S Jog Road Sulte B   Lake Worth   FL   33467-6576   (551) 642-8351   10/18/ 3537   Hair Cuttery   303   374   Westward Plaza   2505 Okeechobee Blvd Ste A   West Palm Beach   FL   33407-4071   (551) 697-2847   10/18/ 3539   Hair Cuttery   303   375   Northlake Village   3549 US Highway 441 S   Okeechobee   FL   34974-6247   (863) 763-9764   10/18/	-							FL			07/31/08
3532 Hair Cuttery     303     378 Boynton Plaza     143 1/2 N Congress Ave     Boynton Beach     FL     33426-4209     (561) 736-1416     10/18/       3534 Hair Cuttery     303     374 Delray Crossing     1100 Linton Blvd Ste C6     Delray Beach     FL     33444-1145     (561) 274-8816     10/18/       3535 Hair Cuttery     303     378 Lantana Plaza     5970 SJog Road Suite B     Lake Worth     FL     33467-6576     (561) 642-8351     10/18/       3537 Hair Cuttery     303     374 Westward Plaza     2505 Okeechobee Blvd Ste A     West Palm Beach     FL     33409-4071     (561) 697-2847     10/18/       3539 Hair Cuttery     303     375 Northlake Village     3549 US Highway 441 S     Okeechobee     FL     34974-6247     (863) 763-9764     10/18/											01/05/07
3534 Hair Cuttery         303         374 Delray Crossing         1100 Linton Blvd Ste CE         Delray Beach         FL         33444-1145         (561) 274-8816         10/18/           3535 Hair Cuttery         303         378 Lantana Plaza         5970 S.Jg Road Suite B         Lake Worth         FL         33467-6576         (561) 642-8351         10/18/           3537 Hair Cuttery         303         374 Westward Plaza         2505 Okeechobee Blvd Ste A         West Palm Beach         FL         33409-0471         (561) 697-2847         10/18/           3539 Hair Cuttery         303         375 Northlake Village         3549 US Highway 441 S         Okeechobee         FL         34974-6247         (863) 763-9764         10/18/											10/18/05
3535 Hair Cuttery     303     378 Lantana Plaza     5970 SJog Road Suite B     Lake Worth     FL     33467-6576     (561) 642-8351     10/18/       3537 Hair Cuttery     303     374 Westward Plaza     2505 Okeechobee Blvd Ste A     West Palm Beach     FL     33409-4071     (561) 697-2847     10/18/       3539 Hair Cuttery     303     375 Northlake Village     3549 US Highway 441 S     Okeechobee     FL     34974-6247     (863) 763-9764     10/18/											10/18/05
3537 Hair Cuttery         303         374 Westward Plaza         2505 Okeechobee Blvd Ste A         West Palm Beach         FL         33409-4071         (551) 697-2847         10/18/           3539 Hair Cuttery         303         375 Northlake Village         3549 US Highway 441 S         Okeechobee         FL         34974-6247         (863) 763-9764         10/18/											10/18/05
3539 Hair Cuttery 303 375 Northlake Village 3549 USHighway 441 S Okeechobee FL 34974-6247 (863) 763-9764 10/18/											10/18/05
											10/18/05
											10/18/05

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	Brand			Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
	Hair Cuttery	303		Wedgewood Commons	3322 SE Federal Hwy 2760 SW Martin Downs Blvc	Stuart	FL	34997-4914	(772) 286-7022	10/18/05
	Hair Cuttery Hair Cuttery	303 303		Martin Downs Town Center	1137 SE Port St Lucie Blvd	Palm City Port St Lucie	FL FL	34990-6019 34952-5332	(772) 283-6356	10/18/05
	Hair Cuttery	303		Rivergate Plaza 12th Street Plaza	1275 US Highway 1 Unit 1	Vero Beach	FL	32960-4706	(772) 337-9065 (772) 770-1048	10/18/05
	Hair Cuttery	303		Publix at Indian River	9619 N US Highway 1	Sebastian	FL	32958-6363	(772) 581-780C	10/18/05
	Hair Cuttery	302	383		1039 Harley Strickland Blvc	Orange City	FL	32763-7979	(386) 774-507C	07/26/07
3555		303	361		10029 Gulf Center Dr	Fort Myers	FL	33913-8963	(239) 267-8938	06/20/07
	Hair Cuttery	302		Eustis Shoppes	15441 US Highway 441	Eustis	FL	32726-8321	(352) 357-858C	05/03/07
	Hair Cuttery	100		York Town Center	2811 Concord Rc	York	PA	17402-7007	(717) 840-1765	11/23/07
	Hair Cuttery	100		High Pointe Commons	4635 High Pointe Blvc	Harrisburg	PA	17111-2460	(717) 561-4689	06/01/07
	Hair Cuttery	100	147	Silver Spring Square	6416 Carlisle Pike Ste 1300	Mechanicsburg	PA	17050-2886	(717) 697-2177	08/06/07
3575	Hair Cuttery	400	449	Airport Square	801 Bethlehem Pike Ste 7	North Wales	PA	19454-1417	(215) 368-4592	08/15/06
3578	Hair Cuttery	302	383	Deltona Commons	605 Courtland Blvd	Deltona	FL	32738-8913	(407) 302-2202	04/26/07
3580	Hair Cuttery	400	426	Limerick Crossing Shopping Center	33 W. Ridge Pike Ste 369	Limerick	PA	19468-1711	(610) 454-0233	01/16/08
	Hair Cuttery	401	460	Regency Plaza	756 W Euclid Ave	Palatine	IL	60067-7396	(847) 202-2459	10/31/06
3585	Hair Cuttery	400	405		585 Hartford Road	New Britain	СТ	06053-1524	(860) 229-0128	02/05/06
3587	Hair Cuttery	400		Vernon	200 Hartford Turnpike	Vernon	СТ	06066-4756	(860) 896-1092	02/05/06
	Hair Cuttery	400	405	·	1410 Memorial Drive	Chicopee	MA	01020-3940	(413) 539-967C	02/05/06
3591	-	400		Endicott Plaza	139 Endicott Street	Danvers	MA	01923-4803	(978) 777-6444	02/05/06
	Hair Cuttery	400		Framingham	50 Worcester Road	Framingham	MA	01702-5361	(508) 875-6695	02/05/06
	Hair Cuttery	400		Medford	463 Salem Street	Medford	MA	02155-3336	(781) 391-0773	02/05/06
3595		400		Wonderland Marketplace	151 VFW Parkway	Revere	MA	02151-2509	(781) 284-6353	02/05/06
	Hair Cuttery	400	405	· · · · · · · · · · · · · · · · · · ·	1712 Boston Road	Springfield	MA	01129-1142	(413) 543-6722	02/05/06
	Hair Cuttery	400		Watertown	137 Mount Auburn Street	Watertown	MA	02472-4004	(617) 923-6200	02/05/06
3600		400		West Springfield	343 Memorial Avenue	West Springfield	MA	01089-4007	(413) 733-5653	02/05/06
	Hair Cuttery	400 400		Westfield	459 E Main Street	Westfield	MA	01085-3312	(413) 564-080C	02/05/06
	Hair Cuttery Hair Cuttery	400	404	Horn Pond Plaza Grafton Street	352 Cambridge Road 1135 Grafton Street	Workester	MA MA	01801-6037 01604-2029	(781) 932-0777 (508) 754-9670	02/05/06
	Hair Cuttery Hair Cuttery	400		West Boylston Street	1078 W Boylston Street	Worcester Worcester	MA	01604-2029	(508) 754-9670	02/05/06
	Hair Cuttery Hair Cuttery	400	405	· · · · · · · · · · · · · · · · · · ·	496 South Broad Street	Meriden	CT	06450-6662	(203) 686-0770	02/05/06
	Hair Cuttery	400	403		99 Commerce Way Suite D	Woburn	MA	01801-1007	(781) 376-080C	06/30/06
	Hair Cuttery	200	230	Lansdowne Town Center	19389 Promenade Dr	Leesburg	VA	20176-6501	(571) 333-4580	01/08/07
3627	Hair Cuttery	302	391		800 Belle Terre Pkwy	Palm Coast	FL	32164-2314	(386) 437-2409	03/22/07
3631	Hair Cuttery	400	404		2 Cellu Drive Suite 115	Nashua	NH	03063-1000	(603) 880-6008	10/07/06
	Hair Cuttery	400	405	3	1065 Kennedy Road Suite B	Windsor	СТ	06095-1372	(860) 683-1502	10/06/07
	Hair Cuttery	401	480		1536 W Lake Cook Rd	Wheeling	JL.	60090-2249	(847) 229-1029	07/26/07
	Hair Cuttery	401	486	Glidden Crossing	927 S Annie Glidden Road	Dekalb	IL	60115-5838	(815) 787-680C	06/27/08
3643	Hair Cuttery	400	409		193 River Road Suite 270	Lisbon	ст	06351-3259	(860) 376-2609	10/15/09
3648	Hair Cuttery	401	486	Elburn Crossing	850 N Main St	Elburn	IL	60119-9163	(630) 365-9233	03/19/08
3650	Hair Cuttery	401	465	Summit Mall	108 Euclid Ave	Park Ridge	IL	60068-4217	(847) 685-0985	11/02/06
3653	Hair Cuttery	303	361	Tarpon Springs Plaza	2405 Tarpon Bay Blvc	Naples	FL	34119-8739	(239) 594-1644	11/15/07
3671	Hair Cuttery	400	409	Montville Commons	2020 Norwich New London Turnpike	Uncasville	СТ	06382-1374	(860) 848-3774	07/27/07
3672	Hair Cuttery	400		Wareham Crossing	2421 Cranberry Highway Suite 330	Wareham	MA	02571-5031	(508) 291-6332	05/30/08
	Hair Cuttery	400	405		350 Palmer Road Suite 110	Ware	MA	01082-9740	(413) 967-0259	03/19/09
	Hair Cuttery	302		Pablo Creek East	13740 Beach Blvd Ste 1	Jacksonville	FL	32224-6033	(904) 223-1455	04/20/07
3679		100		Village at Lee Airpark	11 Lee Airpark Drive Suite 500	Edgewater	MD	21037-1237	(410) 956-3199	03/15/11
3683		303	362		2866 NE 8th St	Homestead	FL	33033-5695	(305) 245-3652	09/12/07
3689		303		Crossroads Marketplace	3055 Columbia Boulevard Suite B109	Titusville	FL	32780-7865	(321) 264-3302	06/26/08
	Hair Cuttery	400		Promenade Shops at Saucon Valley	3060 Center Valley Pkwy	Center Valley	PA	18034-9036	(610) 797-0260	02/11/08
	Hair Cuttery Hair Cuttery	303 302	361	Shops at Surfside Winter Garden Village Shopping Center	2378 Surfside Blvd Sp 121 Bldg A	Cape Coral	FL FL	33991-3182	(239) 283-0368	08/21/08 11/08/07
	Hair Cuttery	100			3317 Daniels Rd Ste 108 5724 Hammonds Mill Road Unit H	Oakland Martinsburg	WV	34787-7003 25404-6444	(407) 905-0089 (304) 274-3868	04/24/08
	Hair Cuttery	401	155	Rose Plaza	230 West Peace Road Suite 104	Sycamore	U V	60178-8913	(815) 899-7972	08/14/09
3708		201	220		3380 Princess Ann Rd Suite 107	Virginia Beach	VA	23456-2522	(757) 368-3331	06/13/08
3715	-	100	441		785 Starr St Ste 108	Phoenixville	PA	19460-3674	(610) 935-4454	01/29/08
	Hair Cuttery	400	426	11. 0	301 Byers Drive Building K	Glen Mills	PA	19342-3343	(610) 358-4468	08/14/08
	Hair Cuttery	302	392		39879 USHighway 27	Davenport	FL	33837-7802	(863) 422-9496	05/07/08
	Hair Cuttery	100	155	Crooked Run Shopping Center	135 Crooked Run Plaza	Front Royal	VA	22630-7013	(540) 635-4607	11/29/07
	Hair Cuttery	302	369		9501 Crosshill Boulevard Suite 104	Jacksonville	FL	32222-5833	(904) 573-1344	04/02/08
	Hair Cuttery	201		Westchester Commons	15609 WC Commons Way	Midlothian	VA	23113-7317	(804) 379-2338	04/13/09
	Hair Cuttery	302	392	Ovation	7790 Lake Wilson Road Space I 1	Davenport	FL	33896-9601	(863) 424-8288	11/05/08
	Hair Cuttery	201	275		15319 Creativity Dr	Culpeper	VA	22701-2502	(540) 727-0557	05/31/07
	Hair Cuttery	400	440		127 Route 130 South Suite E	Cinnaminson	NJ	08077-3377	(856) 829-125C	05/19/09
	Hair Cuttery	100	155		18035 Garland Groh Blvd Spc ⊆	Hagerstown	MD	21740-2064	(301) 714-0003	05/29/08
3740		100		Canyon Town Center					(561) 734-3998	06/09/09
	Hair Cuttery	303	378	Carryon rown center	8788 Boynton Beach Blvd Suite 103	Boynton Beach	FL	33472-4467	(815) 838-5236	
3743	Hair Cuttery	303 401	378 497	Shops of Romeoville	285 S Weber Road	Romeoville	IL	60446-3979		09/11/09
3743 3746	Hair Cuttery Hair Cuttery	303 401 401	378 497 485	Shops of Romeoville Beacon Hill Shopping Center	285 S Weber Road 10765 Broadway	Romeoville Crown Point	FL IL IN	60446-3979 46307-7310	(219) 662-0888	02/08/08
3743 3746 3750	Hair Cuttery Hair Cuttery Hair Cuttery	303 401 401 401	378 497 485 465	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street	285 S Weber Road 10765 Broadway 1010 Lake Street	Romeoville Crown Point Oak Park	IL IN IL	60446-3979 46307-7310 60301-1147	(219) 662-0888 (708) 386-4630	02/08/08 11/09/07
3743 3746 3750 3752	Hair Cuttery Hair Cuttery Hair Cuttery Hair Cuttery	303 401 401 401 100	378 497 485 465 145	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C	Romeoville Crown Point Oak Park Brandywine	IL IN IL MD	60446-3979 46307-7310 60301-1147 20613-8025	(219) 662-0888 (708) 386-4630 (301) 782-3076	02/08/08 11/09/07 06/26/09
3743 3746 3750 3752 3753	Hair Cuttery Hair Cuttery Hair Cuttery Hair Cuttery Hair Cuttery Hair Cuttery	303 401 401 401 100	378 497 485 465 145	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosewick Crossing	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road	Romeoville Crown Point Oak Park Brandywine La Plata	IL IN IL MD MD	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217	(219) 662-0888 (708) 386-4630 (301) 782-3076 (301) 392-6113	02/08/08 11/09/07 06/26/09 01/15/09
3743 3746 3750 3752 3753 3754	Hair Cuttery	303 401 401 401 100 100 303	378 497 485 465 145 145 361	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosewick Crossing Brooks Village	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road 12975 Collier Boulevard Sutie 111	Romeoville Crown Point Oak Park Brandywine La Plata Naples	IL IN IL MD MD	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217 34116-4004	(219) 662-0888 (708) 386-4630 (301) 782-3076 (301) 392-6113 (239) 348-0269	02/08/08 11/09/07 06/26/09 01/15/09 07/22/09
3743 3746 3750 3752 3753 3754 3756	Hair Cuttery	303 401 401 401 100 100 303 303	378 497 485 465 145 145 361 361	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosewick Crossing Brooks Village Plaza at Island Pass	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road 12975 Collier Boulevard Sutie 111 15880 San Carlos Blud Sulte 16C	Romeoville Crown Point Oak Park Brandywine La Plata Naples Fort Myers	IL IN IL MD MD FL FL	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217 34116-4004 33908-3378	(219) 662-0888 (708) 386-4630 (301) 782-3076 (301) 392-6113 (239) 348-0269 (239) 267-3202	02/08/08 11/09/07 06/26/09 01/15/09 07/22/09 11/05/08
3743 3746 3750 3752 3753 3754 3756 3764	Hair Cuttery	303 401 401 401 100 100 303 303 400	378 497 485 465 145 145 361 361	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosewick Crossing Brooks Village Plaza at Island Pass Westerly Crossing	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road 12975 Collier Boulevard Sutie 111 15880 San Carlos Blvd Suite 16C 143 Franklin Street Unit 2	Romeoville Crown Point Oak Park Brandywine La Plata Naples Fort Myers Westerly	IL IN IL MD MD	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217 34116-4004 33908-3378 02891-3132	(219) 662-0888 (708) 386-4630 (301) 782-3076 (301) 392-6113 (239) 348-0265 (239) 267-3202 (401) 348-0200	02/08/08 11/09/07 06/26/09 01/15/09 07/22/09 11/05/08 08/12/10
3743 3746 3750 3752 3753 3754 3756 3764	Hair Cuttery	303 401 401 401 100 100 303 303 400 401	378 497 485 465 145 145 361 361 409	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosewick Crossing Brooks Village Plaza at Island Pass Westerly Crossing Shoppes at Heather Glen	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road 12975 Collier Boulevard Sutie 111 15880 San Carlos Blvd Sulte 16C 143 Franklin Street Unit 2 2061 E Laraway Road	Romeoville Crown Point Oak Park Brandywine La Plata Naples Fort Myers Westerly New Lenox	IL IN IL MD MD FL FL RI	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217 34116-4004 33908-3378 02891-3132 60451-9507	(219) 662-0888 (708) 386-4630 (301) 782-3076 (301) 392-6113 (239) 348-0265 (239) 267-3202 (401) 348-0200 (815) 463-0255	02/08/08 11/09/07 06/26/09 01/15/09 07/22/09 11/05/08 08/12/10 02/04/09
3743 3746 3750 3752 3753 3754 3756 3764 3767	Hair Cuttery	303 401 401 401 100 100 303 303 400 401	378 497 485 465 145 145 361 361 409 475	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosewick Crossing Brooks Village Plaza at Island Pass Westerly Crossing Shoppes at Heather Glen Ruther for Crossing	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road 12975 Collier Boulevard Sutie 111 15880 San Carlos Blvd Suite 16C 148 Franklin Street Unit 2 2061 E Laraway Road 163 Market Street	Romeoville Crown Point Oak Park Brandywine La Plata Naples Fort Myers Westerly New Lenox Winchester	IL IN IL MD MD FL FL RI IL VA	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217 34116-4004 33908-3378 02891-3132 60451-9507 22603-4750	(219) 662-0888 (708) 386-4630 (301) 782-3076 (301) 392-6113 (239) 348-0265 (239) 267-3202 (401) 348-0200 (815) 463-0255 (540) 542-0455	02/08/08 11/09/07 06/26/09 01/15/09 07/22/09 11/05/08 08/12/10 02/04/09 11/22/08
3743 3746 3750 3752 3753 3754 3756 3764 3767 3770	Hair Cuttery	303 401 401 401 100 100 303 303 400 401 100	378 497 485 465 145 145 361 409 475 155	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosswick Crossing Brooks Village Plaza at Island Pass Westerly Crossing Shoppes at Heather Glen Rutherford Crossing	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road 12975 Collier Boulevard Sutie 111 15880 San Carlos Blvd Suite 16C 143 Franklin Street Unit 2 2061 E Laraway Road 163 Market Street 214 Harker Place Suite 140	Romeoville Crown Point Oak Park Brandywine La Plata Naples Fort Myers Westerly New Lenox Winchester Annapolis	IL IN IL MD MD FL FL RI IL VA MD	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217 34116-4004 33908-3378 02891-3132 60451-9507 22603-4750 21401-3291	(219) 662-0888 (708) 386-4630 (301) 782-3076 (301) 392-6113 (239) 348-0265 (239) 267-3202 (401) 348-0200 (4815) 463-0255 (540) 542-0455 (410) 224-9635	02/08/08 11/09/07 06/26/09 01/15/09 07/22/09 11/05/08 08/12/10 02/04/09 11/22/08 01/25/09
3743 3746 3750 3752 3753 3754 3756 3764 3767 3770 3772	Hair Cuttery	303 401 401 401 100 100 303 303 400 401 100 100 201	378 497 485 465 145 145 361 409 475 155 144	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosewick Crossing Brooks Village Plaza at Island Pass Westerly Crossing Shoppes at Heather Glen Rutherford Crossing Annapolis Town Centre at Parole King George Gateway	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road 12975 Collier Boulevard Sutie 111 15880 San Carlos Blvd Suite 16C 143 Franklin Street Unit 2 2061 E Laraway Road 163 Market Street 214 Harker Place Suite 140 16432 Consumer Row	Romeoville Crown Point Oak Park Brandywine La Plata Naples Fort Myers Westerly New Lenox Winchester Annapolis King George	IL IN IL MD MD FL FL RI IL VA MD VA	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217 34116-4004 33908-3378 02891-3132 60451-9507 22603-4750 21401-3291 22485-5657	(219) 662-0888 (708) 386-4630 (301) 782-3076 (301) 392-6113 (239) 348-0266 (239) 267-3202 (401) 348-0200 (815) 463-0255 (540) 542-0455 (440) 224-9635 (540) 663-3-480	02/08/08 11/09/07 06/26/09 01/15/09 07/22/09 11/05/08 08/12/10 02/04/09 11/22/08 01/25/09 05/07/12
3743 3746 3750 3752 3753 3754 3756 3764 3767 3770 3772 3773	Hair Cuttery	303 401 401 100 100 303 303 400 401 100 201 303	378 497 485 465 145 145 361 361 409 475 155 144 260 361	Shops of Romeoville Beacon Hill Shopping Center 1010 East Lake Street Brandywine Crossing Rosewick Crossing Brooks Village Plaza at Island Pass Westerly Crossing Shoppes at Heather Glen Rutherford Crossing Annapolis Town Centre at Parole King George Gateway Forum Center	285 S Weber Road 10765 Broadway 1010 Lake Street 15904 Crain Highway Unit C 218 Rosewick Road 12975 Collier Boulevard Sutie 111 15880 San Carlos Blvd Sulte 16C 148 Franklin Street Unit 2 2061 E Laraway Road 163 Market Street 214 Harker Place Suite 140 16432 Consumer Row 3268 Forum Boulevard Suite 206	Romeoville Crown Point Oak Park Brandywine La Plata Naples Fort Myers Westerly New Lenox Winchester Annapolis King George Fort Myers	IL IN IL MD MD FL FL RI IL VA MD VA FL	60446-3979 46307-7310 60301-1147 20613-8025 20646-4217 34116-4004 33908-3378 02891-3132 60451-9507 22603-4750 21401-3291 22485-5657 33905-5585	(219) 662-0888 (708) 385-4630 (301) 782-3076 (301) 782-3076 (301) 392-6113 (239) 348-0266 (239) 267-3202 (401) 348-0200 (815) 463-0255 (540) 542-0455 (410) 224-9635 (540) 663-3480 (239) 277-9121	02/08/08 11/09/07 06/26/09 01/15/09 07/22/09 11/05/08 08/12/10 02/04/09 11/22/08 01/25/09 05/07/12 04/16/10
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## Case 20-14583 Doc 426-1 Filed 05/27/20 Page 66 of 83

	T	I I		T	T	Tax	1-	T	I	
	Brand	Region Cod Di			Street Address	City	State	Zip Code	Phone	Salon Open Date
	Hair Cuttery	100		The Commons	245 Retail Commons Parkway Ste 10	Martinsburg	WV	25403-6178	(304) 263-6791	10/16/09
	Hair Cuttery	100		Douglas Town Center	173 Holly Road Suite 7C	Gilbertsville	PA	19525-9367	(610) 473-9224	06/15/10
	Hair Cuttery	100 201		Michenry Row	1607 Whetstone Way	Baltimore Ruckersville	MD VA	21230-5154	(410) 685-0516	01/19/12
	Hair Cuttery Hair Cuttery	302	275 384	Gateway Market Center Renaissance Centre	98 Stoneridge Drive Suite 5 355 E. Altamonte Drive Suite 1500	Altamonte Springs	FL	22968-3382 32701-4407	(434) 990-0992 (407) 331-9720	09/12/12 09/21/09
	Hair Cuttery	302	385	Canopy Oak Center	8075 SW Highway 200 Suite 116	Ocala Ocala	FL	34481-7823	(352) 237-1115	03/26/10
	Hair Cuttery	200		Bull Run Plaza	11660 Sudley Manor Drive Suite 50A	Manassas	VA	20109-2842	(703) 369-2015	02/23/10
	Hair Cuttery	302			52 Tuscan Way Suite 201	St Augustine	FL	32092-1850	(904) 940-4433	04/29/10
	Hair Cuttery	302		University Plaza	4016 N Goldenrod Road Suite 104	Winter Park	FL	32792-8910	(407) 681-0399	07/14/11
	Hair Cuttery	100		Parkville Shopping Center	7637 Harford Road	Baltimore	MD	21234-6401	(410) 444-4223	04/20/12
	Hair Cuttery	400	409	Groton Shoppers Mart	985 Poquonnock Road Suite C	Groton	СТ	06340-4271	(860) 405-8353	06/10/10
3832	Hair Cuttery	201	275	Blue Ridge Shopping Center	540 Radford Lane Suite 400	Charlottesville	VA	22903-7466	(434) 823-2050	12/14/10
3834	Hair Cuttery	100	145	Burtonsville Town Square	15606 Old Columbia Pike	Burtonsville	MD	20866-1633	(301) 421-0359	03/24/11
	Hair Cuttery	400	409	Killingly Commons	1109 Killingly Commor	Dayville	CT	06241-2186	(860) 779-300C	05/27/10
	Hair Cuttery	302	371	Nocatee Town Center	110 Marketside Avenue Suite 202	Ponte Vedra	FL	32081-0574	(904) 819-8997	04/12/10
	Hair Cuttery	201	231	Shoppes at Spring Creek	49 Market Street	Zion Crossroads	VA	22942-7008	(540) 832-2385	07/14/11
	Hair Cuttery	303		Wellington Green Commons	2655 State Road 7 Bay 800	Wellington	FL	33414-9377	(561) 795-4190	07/15/10
	Hair Cuttery	401		Griffith Court Plaza	100 West Ridge Road Unit 300	Griffith	IN	46319-1012	(219) 838-797C	06/23/10
	Hair Cuttery	401	494	Indian Boundary Road	524 Indian Boundary Roac	Chesterton	IN	46304-5507	(219) 926-9600	11/01/10
	Hair Cuttery Hair Cuttery	100		Free State Shopping Center Maple Lawn	15480 Annapolis Road Suite 210 8194 Westside Boulevard Suite C	Bowie Fulton	MD MD	20715-1803	(301) 805-7967 (301) 490-5842	05/17/10 05/24/11
	Hair Cuttery	400	426	Ridley Shopping Center	146 Morton Avenue	Folsom	PA	19033-2510	(610) 237-030C	11/26/12
	Hair Cuttery	100		Charlotte Hall Square	30320 Triangle Drive Unit 10	Charlotte Hall	MD	20622-4110	(301) 884-5220	07/14/10
	Hair Cuttery	400		Arlington Village Shops	1408 Massachusetts Avenue	Arlington	MA	02476-4134	(781) 488-3400	07/01/10
	Hair Cuttery	100		Purcellville Gateway	150 Purcellville Gateway Dr Ste C	Purcellville	VA	20132-3492	(540) 338-2256	09/20/12
	Hair Cuttery	302		Hunt Club Corners	554 S. Hunt Club Boulevard	Apopka	FL	32703-4960	(407) 774-6313	08/12/10
	Hair Cuttery	100		Timonium Square	2159 York Road Suite C	Timonium	MD	21093-3110	(410) 308-3434	11/16/12
	Hair Cuttery	401		Elston Logan	2715 N Elston Avenue	Chicago	IL	60647-2020	(773) 486-4913	05/04/11
	Hair Cuttery	400		Willingboro Town Center	4364 Route 130	Willingboro	NJ	08046-1461	(609) 877-0510	07/30/10
3880		400	440	Greenleaf at Howell	5321 Route 9 N	Howell	NJ	07731-3753	(732) 901-0475	10/06/16
	Hair Cuttery	401		Wilson Yards	4434 N Broadway Street	Chicago	IL	60640-5660	(773) 293-4633	03/02/11
	Hair Cuttery	302		Shoppes at Bartram Park	13820 Old Saint Augustine Rd 149	Jacksonville	FL	32258-5424	(904) 268-5471	08/09/10
	Hair Cuttery	302	372	Seminole Shoppes	630 Atlantic Boulevard Suite 4	Neptune Beach	FL	32266-4026	(904) 246-2712	09/20/10
	Hair Cuttery	100		Fair Hill Center	18113 Town Center Drive	Olney	MD	20832-1479	(301) 570-0492	02/22/11
	Hair Cuttery	100		Mill Creek Square	2350 Lincoln Highway East Suite 810	Lancaster	PA	17602-1667	(717) 393-3056	01/20/11
	Hair Cuttery	100	147	Gateway Hanover	141 Wilson Avenue Suite B	Hanover	PA	17331-1469	(717) 630-3123	11/15/11
	Hair Cuttery	302		11. 0	751 S Orlando Avenue	Winter Park	FL	32789-4844	(407) 622-0054	12/01/11
	Hair Cuttery	303	361	Colonial Crossing	4600 Summerlin Road Space A 7 11732 SW 104th Street	Fort Myers	FL	33919-3005 33186-3601	(239) 939-1930	04/15/11
	Hair Cuttery	303 401		Market Square Shopping Center		Miami	FL.		(305) 279-7942	02/02/12
	Hair Cuttery	401		Libertyville Crossing Baederwood Shoppes	125 N Milwaukee Ave 1623 The Fairway Suite B 103	Libertyville Jenkintown	PA	60048-2233 19046-1425	(847) 549-7229	12/16/10
	Hair Cuttery Hair Cuttery	400		Elmwood Plaza	176 Newington Road Suite D	West Hartford	CT	06110-2358	(215) 885-1616 (860) 523-3221	07/13/11 07/14/11
			703	EIIII WOOd i 1424	170 Newing Control of Science		CI	00110 2330	(GOO) DES SEEL	07717711
1 2010	Hair Cutton	1 4nni	410	Marketniace at Nechaminy	450 Rock Hill Drive	Ransalam	DA	19020-1624	(215) 364-1025	02/01/11
	Hair Cuttery	400 100		Marketplace at Neshaminy Hunt Valley Towne Centre	450 Rock Hill Drive	Bensalem Hunt Valley	PA MD	19020-1624	(215) 364-1025 (410) 229-0150	02/01/11
3911	Hair Cuttery	100	144	Hunt Valley Towne Centre	118 Shawan Road Suite 118U	Hunt Valley	MD	21031-1323	(410) 229-015C	01/20/11
3911 3912	Hair Cuttery Hair Cuttery	100 400	144 409	Hunt Valley Towne Centre Festival at Hyannis Shopping Center	118 Shawan Road Suite 118U 1070 Iyannough Road	Hunt Valley Hyannis	MD MA	21031-1323 02601-1871	(410) 229-0150 (508) 771-7787	01/20/11 06/01/12
3911 3912 3914	Hair Cuttery	100	144 409 143	Hunt Valley Towne Centre	118 Shawan Road Suite 118U	Hunt Valley	MD	21031-1323	(410) 229-015C	01/20/11
3911 3912 3914 3917	Hair Cuttery Hair Cuttery Hair Cuttery	100 400 100	144 409 143 210	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12	Hunt Valley Hyannis Germantown	MD MA MD	21031-1323 02601-1871 20876-7022	(410) 229-0150 (508) 771-7787 (301) 540-0499	01/20/11 06/01/12 11/15/13
3911 3912 3914 3917 3918	Hair Cuttery Hair Cuttery Hair Cuttery Hair Cuttery	100 400 100 201	144 409 143 210	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102	Hunt Valley Hyannis Germantown Hampton	MD MA MD VA	21031-1323 02601-1871 20876-7022 23666-2167	(410) 229-0150 (508) 771-7787 (301) 540-0499 (757) 262-0963	01/20/11 06/01/12 11/15/13 03/10/11
3911 3912 3914 3917 3918 3928	Hair Cuttery Hair Cuttery Hair Cuttery Hair Cuttery Hair Cuttery Hair Cuttery	100 400 100 201 100	144 409 143 210 147 390	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road	Hunt Valley Hyannis Germantown Hampton York	MD MA MD VA PA	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827	(410) 229-015C (508) 771-7787 (301) 540-049S (757) 262-0963 (717) 852-990C	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11
3911 3912 3914 3917 3918 3928 3931 3938	Hair Cuttery	100 400 100 201 100 302 400 400	144 409 143 210 147 390 404 420	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamlarni Trail 5 Austin Street 668 Haddon Avenue Suite 2	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood	MD MA MD VA PA FL MA NJ	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704	(410) 229-0150 (508) 771-7787 (301) 540-0495 (757) 262-0963 (717) 852-9900 (941) 429-0777 (617) 886-6006 (856) 833-9100	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 03/03/11 06/02/11
3911 3912 3914 3917 3918 3928 3931 3938 3941	Hair Cuttery	100 400 100 201 100 302 400 400 303	144 409 143 210 147 390 404 420 378	Hunt Valley Towne Centre FestVal at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamlami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 S Federal Highway	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach	MD MA MD VA PA FL MA NJ FL	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130	(410) 229-0150 (508) 771-7787 (301) 540-0495 (757) 262-0963 (717) 852-9900 (941) 429-0777 (617) 886-6006 (856) 833-9100 (954) 360-7875	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 03/03/11 06/02/11 09/22/11
3911 3912 3914 3917 3918 3928 3931 3938 3941 3942	Hair Cuttery	100 400 100 201 100 302 400 400 303 303	144 409 143 210 147 390 404 420 378 385	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamiani Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 S Federal Highway 8784 SE 165th Mulberry Lane	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deeffield Beach The Villages	MD MA MD VA PA FL MA NJ FL FL	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861	(410) 229-015C (508) 771-7787 (301) 540-0499 (757) 262-0963 (717) 852-990C (941) 429-0777 (617) 886-6006 (856) 833-910C (954) 360-7878 (352) 205-7441	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 03/03/11 06/02/11 09/22/11 07/15/11
3911 3912 3914 3917 3918 3928 3931 3938 3941 3942 3943	Hair Cuttery	100 400 100 201 100 302 400 400 303 302 302	144 409 143 210 147 390 404 420 378 385 385	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamiami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 5 Federal Highway 8784 SE 165th Mulberry Lane 3035 SE Maricamp Rd Space 113	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala	MD MA MD VA PA FL MA NJ FL FL FL	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861 34471-6201	(410) 229-015C (508) 771-7787 (501) 540-049S (757) 262-0963 (717) 852-990C (941) 429-0777 (617) 866-6006 (856) 833-910C (954) 360-7875 (352) 205-7441 (352) 694-1222	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 03/03/11 06/02/11 09/22/11 07/15/11 11/14/11
3911 3912 3914 3917 3918 3928 3931 3938 3941 3942 3943	Hair Cuttery	100 400 100 201 100 302 400 400 303 302 302 200	144 409 143 210 147 390 404 420 378 385 385 235	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamiami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 5 Federal Highway 8784 SE 165th Mulberry Lane 3035 SE Maricamp Rd Space 113 2501 9th Road S Suite 70	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington	MD MA MD VA PA FL MA NJ FL FL FL VA	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861 34471-6201 22204-2390	(410) 229-015C (508) 771-7787 (301) 540-049S (757) 262-0963 (717) 852-990C (941) 429-0777 (617) 866-6006 (856) 833-910C (954) 360-787S (352) 205-7441 (352) 694-1222 (703) 271-0023	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 03/03/11 06/02/11 09/22/11 07/15/11 11/14/11 01/19/12
3911 3912 3914 3917 3918 3928 3931 3938 3941 3942 3943 3951	Hair Cuttery	100 400 100 201 100 302 400 400 303 302 200 400	144 409 143 210 147 390 404 420 378 385 385 235	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square North Haven Pavilion	118 Shawan Road Suite 118U 1070 Iyannough Road 20690 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Taminani Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 5 Federal Highway 8784 SE 165th Mulberry Lane 3035 SE Maricamp Rd Space 113 2501 9th Road S Suite 7C 100 Universal Drive N	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington North Haven	MD MA MD VA PA FL MA NJ FL FL FL FL CT	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861 34471-6201 22204-2390 06473-3117	(410) 229-015C (508) 771-7787 (301) 540-0495 (757) 262-0963 (717) 852-990C (841) 429-0777 (617) 886-6006 (856) 833-910C (854) 360-7875 (352) 205-7441 (352) 694-1222 (703) 271-0023 (203) 234-230C	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 03/15/11 03/03/11 06/02/11 09/22/11 07/15/11 11/14/11 01/19/12 09/15/11
3911 3912 3914 3917 3918 3928 3931 3938 3941 3942 3943 3952 3955	Hair Cuttery	100 400 100 201 100 302 400 400 303 302 200 400 400	144 409 143 210 147 390 404 420 378 385 385 235 409	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square North Haven Pavilion Chapel Hill SC	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamiami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 S Federal Highway 8784 SE 165th Mulberry Lane 3035 SE Maricamp Rd Space 113 2501 9th Road S Suite 7C 102 Universal Drive N 455 Highway 35	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington North Haven Red Bank	MD MA MD VA PA FL MA NJ FL FL FL FL VA CT	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861 34471-6201 22204-2390 06473-3117	(410) 229-015C (508) 771-7787 (501) 540-049S (757) 262-0963 (717) 852-990C (941) 429-0777 (617) 856-6006 (856) 833-910C (954) 360-7875 (352) 205-7441 (352) 694-1222 (703) 271-0022 (203) 234-200C (732) 224-002C	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 08/03/11 06/02/11 09/22/11 09/22/11 11/14/11 01/19/12 09/15/11 01/25/12
3911 3912 3914 3917 3918 3928 3931 3938 3941 3942 3943 3955 3955	Hair Cuttery	100 400 100 201 100 302 400 400 303 302 302 200 400 400 302	144 409 143 210 147 390 404 420 378 385 385 235 409 449	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square North Haven Pavilion Chapel Hill SC University Town Center	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamlami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 5 Federal Highway 8784 SE 165th Mulberry Lane 3035 SE Maricamp Rd Space 113 2501 9th Road S Suite 7C 102 Universal Drive N 455 Highway 35 93 North Cattlemen Road	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington North Haven Red Bank Sarasota	MD MA MD VA PA FL MA NJ FL FL CT NJ FL	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861 34471-6201 22204-2390 06473-3117 7701 34243-4704	(410) 229-015C (508) 771-7787 (508) 771-7787 (501) 540-0495 (757) 262-0963 (717) 852-990C (941) 429-0777 (617) 866-6006 (856) 833-910C (954) 360-7875 (352) 205-7441 (352) 205-7441 (352) 694-1222 (703) 271-0023 (203) 234-230C (732) 224-002C (941) 358-1295	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 08/17/11 06/02/11 09/22/11 09/22/11 11/14/11 01/19/12 09/15/11 01/25/12 09/18/11
3911 3912 3914 3917 3918 3928 3931 3938 3941 3942 3943 3951 3952 3952 3961	Hair Cuttery	100 400 100 201 100 302 400 400 303 302 200 400 400	144 409 143 210 147 390 404 420 378 385 385 235 409 449 390 381	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square North Haven Pavilion Chapel Hill SC	118 Shawan Road Suite 118U 1070 Iyannough Road 20690 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Taminani Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 5 Federal Highway 8784 SE 165th Mulberry Lane 3035 SE Maricamp Rd Space 112 2501 9th Road 5 Suite 7C 102 Universal Drive N 455 Highway 35 93 North Cattlemen Road 1788 Biscayne Boulevard Space C	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington North Haven Red Bank Sarasota Milani	MD MA MD VA PA FL MA NJ FL FL FL FL VA CT	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861 34471-6201 22204-2390 06473-3117	(410) 229-015C (508) 771-7787 (501) 540-049S (757) 262-0963 (717) 852-990C (941) 429-0777 (617) 856-6006 (856) 833-910C (954) 360-7875 (352) 205-7441 (352) 694-1222 (703) 271-0022 (203) 234-200C (732) 224-002C	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 08/03/11 06/02/11 09/22/11 09/22/11 11/14/11 01/19/12 09/15/11 01/25/12
3911 3912 3914 3917 3918 3928 3931 3931 3942 3942 3943 3955 3955 3961	Hair Cuttery	100 400 201 100 302 400 400 303 302 200 400 400 400 303	144 409 143 210 147 390 404 420 378 385 235 409 449 390 381 386	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square North Haven Pavilion Chapel Hill SC University Town Center Publix at Biscayne	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamlami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 5 Federal Highway 8784 SE 165th Mulberry Lane 3035 SE Maricamp Rd Space 113 2501 9th Road S Suite 7C 102 Universal Drive N 455 Highway 35 93 North Cattlemen Road	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington North Haven Red Bank Sarasota	MD MA MD VA PA FL FL FL CT NJ FL	2103.1323 02601.1871 20876-7022 23666-2167 17403.4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861 34471-6201 22204-2390 06473-3317 7701 34243-4704 33132-1129	(410) 229-015C (508) 771-7787 (301) 540-049S (757) 262-0963 (717) 852-990C (841) 429-0777 (617) 886-6006 (856) 833-910C (854) 360-7875 (352) 205-7441 (352) 694-1222 (703) 271-0023 (203) 234-230C (732) 224-002C (941) 358-1295 (305) 371-487C	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 03/15/11 03/03/11 06/02/11 07/15/11 11/14/11 01/19/12 09/15/11 01/25/12 07/15/11 01/25/12
3911 3912 3914 3917 3918 3928 3931 3941 3942 3943 3955 3955 3961 3952 3953	Hair Cuttery	100 400 100 201 100 302 400 400 303 302 200 400 400 400 303 302 302 302 303 303 303 303	144 409 143 210 147 390 404 420 378 385 385 235 409 449 390 381 386 390	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square North Haven Pavilion Chapel Hill SC University Town Center Publix at Biscayne Westchase Shopping Center	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamiami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 5 Federal Highway 8784 SE 165th Mulberry Lane 3035 SE Maricamp Rd Space 113 2501 9th Road S Suite 7C 102 Universal Drive N 455 Highway 35 93 North Cattlemen Road 1788 Biscayne Boulevard Space C 12109 West Linebaugh Ave Ste 206 4262 53rd Avenue East Unit 7	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington North Haven Red Bank Sarasota Milami Tampa Bradenton	MD MA MD VA PA FL MA NJ FL	21031-1323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 324162-5861 34471-6201 22204-2390 06473-3117 7701 34243-4704 33132-1129 33626-1732 34203-8097	(410) 229-015C (508) 771-7787 (501) 540-049S (757) 262-0963 (717) 852-990C (941) 429-0777 (617) 866-6006 (856) 833-910C (954) 360-7875 (352) 205-7441 (352) 205-7441 (353) 234-230C (732) 224-002C (941) 358-1295 (305) 371-487C (841) 756-192C	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 08/02/11 06/02/11 06/02/11 07/15/11 11/14/11 01/19/12 09/15/11 01/25/12 09/18/11 07/25/12 09/18/11 12/06/13
3911 3912 3917 3918 3928 3928 3931 3938 3941 3942 3952 3953 3951 3962 3963	Hair Cuttery	100 400 100 201 100 302 400 400 303 302 200 400 400 302 302 303 302 302 302 302	144 409 143 210 147 390 404 420 378 385 385 235 409 449 390 381 386 390 450	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square North Haven Pavilion Chapel Hill SC University Town Center Publix at Biscayne Westchase Shopping Center Lockwood Commons	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamlami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 S Federal Highway 3784 S£ 165th Mulberry Lane 3035 S£ Maricamp Rd Space 113 2501 9th Road S Suite 7 102 Universal Drive N 455 Highway 35 93 North Cattlemen Road 1788 Biscayne Boulevard Space C 12109 West Linebaugh Ave Ste 206	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington North Haven Red Bank Sarasota Milami Tampa	MD MA MD VA PA FL MA NJ FL	2003.1323 02601.4871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 33441-4130 32162-5861 34471-6201 22204-2390 06473-3117 7701 34243-4704 33132-1129 33626-1732	(410) 229-015C (508) 771-7787 (301) 540-049S (757) 262-0963 (717) 852-990C (941) 429-0777 (617) 886-600E (856) 833-910C (954) 360-7875 (352) 205-7441 (352) 694-1222 (703) 221-0022 (203) 234-230C (732) 224-002C (941) 358-1295 (305) 371-487C (813) 854-574E	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 08/17/11 09/02/11 09/22/11 07/15/11 11/14/11 01/15/12 09/15/11 01/25/12 09/15/11 07/25/12
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3911 3912 3914 3917 3918 3938 3931 3938 3942 3943 3951 3955 3961 3962 3963 3968 3968 3970 3972 3972 3980 3991 4004 4014 4033 4056 4079 4089 4089 4094 4094	Hair Cuttery	100 400 100 100 201 100 302 400 400 303 302 200 400 400 400 302 303 302 200 400 400 401 200 303 302 201 100 303 302 303 302 303 302 303 303 302 303 303	144 409 143 143 143 143 143 144 144 144 145 145 145 145 145 145 145	Hunt Valley Towne Centre Festival at Hyannis Shopping Center The Shops at Seneca Meadows Peninsula Town Center Queensgate Towne Center Cocoplum Village Shops Bunker Hill Mall Court at Collingswood Hillsboro Square Mulberry Grove Plaza Parkview Commons Penrose Square North Haven Pavillon Chapel Hill SC University Town Center Publik at Biscayne Westchase Shopping Center Lockwood Commons Valley Gate Shopping Center Lockwood Commons Valley Gate Shopping Center Lake Nona Plaza Airpark Plaza Shopping Center Lake Nona Plaza Airpark Plaza Shopping Center Lodkwood Shopping Center Lake Nona Plaza Airpark Plaza Shopping Center Lake Nona Plaza Indian Harbour Place Bayside Bridge Plaza Damascus Centre Weston Lakes Plaza Norwichtown Commons Harbor Point Village Fifth Awenue Shops North Pointer Plaza Shops at Skylake Argyle Village Fountain Square Lancaster Shopping Center	118 Shawan Road Suite 118U 1070 Iyannough Road 20680 Seneca Meadows Pky Suite A12 1260 Merchant Lane Suite C102 2083 Springwood Road 17213 Tamiami Trail 5 Austin Street 668 Haddon Avenue Suite 2 210 S Federal Highway 3784 St 165th Mulberry Lane 3035 SE Maricamp Rd Space 113 2501 9th Road S Suite 7 102 Universal Drive N 455 Highway 35 93 North Cattlemen Road 1788 Biscayne Boulevard Space C 12109 West Linebaugh Ave Ste 206 4262 53rd Avenue East Unit 7 271 Easton Road Suite 100 2600 MacDade Bivd Suite 553 1009 E Division Street 144 Branch Road SE 5719 NW 7th Street 13832 Narcoossee Road Space B102 4509 Haygood Road 5770 Ranch Lake Bivd Unit 106 578 Suite Suite 105 314 Indian Trace 42 Town Street Suite 105 5340 US Highway 1 Unit 101 1956 NE Sth Avenue Suite 5 15207 N Dale Mabry Hwy Unit 28 1668 NE Miami Gardens Drive 6001 Argyle Forest Drive Suite 20 1971 W Hagler Street Suite 102 1659-B Lititz Pike	Hunt Valley Hyannis Germantown Hampton York North Port Charlestown Collingswood Deerfield Beach The Villages Ocala Arlington North Hawen Red Bank Sarasota Milami Tampa Bradenton Warrington Holmes Coal City Vienna Milami Orlando Virginia Beach Boca Raton Fort Lauderdale Bradenton Horth Hawen Red Bank Sarasota Milami Tampa Red Bank Sarasota Coal City Vienna Milami Orlando Virginia Beach Boca Raton Fort Lauderdale Bradenton Indian Harbour Beach Cleanwater Damascus Weston Norwich Vero Beach Boca Raton Tampa North Milami Beach Jacksonville Milami Lancaster	MD MA MD VA PA FL MA NJ FL	2003.1-323 02601-1871 20876-7022 23666-2167 17403-4827 34287-7293 02129-3502 08108-3704 324162-5861 34471-6201 22204-2390 06473-3117 7701 34243-4704 33132-1129 33626-1732 34203-38097 18976-2517 199043-1300 60416-9446 22180-4714 33126-3105 32832-6962 23455-5523 34202-3718 33262-476 33304-2326 34202-3718 34203-378	(410) 229-015C (508) 771-7787 (501) 540-049S (757) 262-0963 (717) 852-990C (717) 852-990C (856) 833-910C (954) 860-7875 (352) 205-7441 (352) 694-1222 (703) 271-0022 (203) 234-230C (732) 224-002C (941) 358-1295 (305) 371-487C (813) 854-5746 (941) 756-192C (215) 343-8054 (610) 237-950C (815) 634-884C (703) 242-2175 (305) 266-8777 (407) 313-4664 (757) 460-3982 (954) 779-1113 (941) 755-2886 (321) 773-800S (727) 726-4003 (301) 253-711C (954) 306-0012 (960) 859-1946 (772) 794-178C (561) 989-1946 (772) 794-178C (561) 417-3377 (305) 957-0006 (904) 771-006 (305) 957-0006 (904) 771-006 (305) 957-0006 (904) 771-006 (305) 957-0006 (305) 957-0006 (305) 957-0006 (306) 959-1946 (772) 794-178C	01/20/11 06/01/12 11/15/13 03/10/11 03/15/11 08/17/11 08/17/11 09/12/11 09/12/11 11/14/11 01/15/12 09/13/11 01/25/12 09/13/11 12/06/13 01/28/16 08/15/13 10/27/11 11/15/12 05/09/12 12/13/13 05/25/12 04/26/12 11/04/11 07/23/13 03/27/12 03/06/13 03/27/13 08/27/13

	Brand	_		Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
	Hair Cuttery	400		Ballardvale Marketplace	206 Ballardvalle Street Unit 3	Wilmington	MA	01887-1097	(978) 203-0386	04/10/15
	Hair Cuttery	302 201		Stoneybrook Hills Village	6551 North Orange Blossom Trail	Mount Dora	FL VA	32757-7013	(352) 735-3070	01/20/14
	Hair Cuttery Hair Cuttery	401		Cosners Corner Evergreen Marketplace	10037 Jefferson Davis Highway 9204 S Western Avenue Unit B	Fredericksburg Evergreen Park	VA II	22407-9418 60805-2500	(540) 834-0793 (708) 346-0660	04/15/13 08/27/15
	Hair Cuttery	401		Allen and Walton Road Shopping Center	8811 N Allen Road	Peoria	II.	61615-1532	(309) 692-4606	02/14/14
	Hair Cuttery	302		Publix at Fishhawk Ranch	5624 Fishhawk Crossing Blvd	Lithia	FI	33547-5900	(813) 689-1133	05/27/13
	Hair Cuttery	302		Publix at Steeplechase	14128 W Newberry Road Suite 60	Newberry	FL	32669-3447	(352) 332-0051	08/25/16
	Hair Cuttery	302		Town Park Shopping Center	12231 East Colonial Drive Suite 130	Orlando	FL	32828-4759	(407) 281-4849	01/30/14
	Hair Cuttery	200			10091 Market Circle	Manassas	VA	20110-2120	(703) 330-9500	09/12/13
	Hair Cuttery	400		Storrs Center	1206 Storrs Road	Storrs	CT		(860) 429-0501	07/14/15
	Hair Cuttery	400		Daniel Webster Plaza	8 Spit Brook Road Unit 4	Nashua	NH	03060-6924	(603) 888-0311	05/29/13
	Hair Cuttery	201		White Oak Village	4501 S Laburnum Ave Suite 210	Richmond	VA	23231-2491	(804) 222-1709	08/15/13
	Hair Cuttery	400			500 Berlin Cross Keys Road Space C	Sicklerville	NJ	08081-4355	(856) 728-0015	05/22/14
	Hair Cuttery	400			910 Haddonfield Berlin Road Suite 4	Voorhees	NJ	08043-3503	(856) 566-6590	08/04/13
	Hair Cuttery	201		Chesapeake Square Place	2400 Chesapeake Square Ring Rd 103	Chesapeake	VA	23321-2150	(757) 488-020C	07/08/14
	Hair Cuttery	302			4320 Deerwood Lake Pkwy Suite 104	Jacksonville	FL	32216-1180	(904) 997-204C	12/13/13
	Hair Cuttery	201		Bristow Center	10294 Bristow Center Drive	Bristow	VA	20136-2202	(703) 257-5600	12/03/13
	Hair Cuttery	100		Market Square Retail Center	912 Costley Way	Prince Frederick	MD	20678-3183	(410) 414-210C	10/15/13
	Hair Cuttery	100	144	Foundry Row	10010 Reisterstown Road Suite 20	Owings Mills	MD	21117-3815	(410) 581-4909	01/23/17
4156	Hair Cuttery	200	249	Fordson Place	7709 Fordson Road Suite 103	Alexandria	VA	22306-2835	(703) 360-3146	02/28/14
	Hair Cuttery	303		Shoppes of Oakbrook	11602 US Highway 1 Space Out2	Palm Beach Gardens	FL	33408-3021	(561) 694-0061	03/03/14
4162	Hair Cuttery	303	377	Viera Shops	2304 N Remi Drive Suite 102	Melbourne	FL	32940-6786	(321) 636-0022	06/30/14
4163	Hair Cuttery	400	426	Shoppes at Brookhaven	4920 Edgmont Avenue	Brookhaven	PA	19015-1201	(610) 847-3479	01/23/17
4164	Hair Cuttery	400	440	Wishing Well Plaza	1817 Mount Holly Road Store B6	Burlington	NJ	08016-4700	(609) 747-7803	09/28/15
4166	Hair Cuttery	302	390	Fresh Market Promenade	6773 Manatee Avenue West Unit 14	Bradenton	FL	34209-2250	(941) 792-8909	04/07/14
	Hair Cuttery	201		Suffolk Main Street Shoppes	1202 North Main Street Suite 160	Suffolk	VA	23434-4363	(757) 934-963C	01/07/14
4169	Hair Cuttery	401		Glen Gate Shopping Center	77 Waukegan Road	Glenview	IL	60025-5154	(847) 486-8255	04/16/15
	Hair Cuttery	201			435 Merchant Walk Square Bldg 900 Ste 100	Charlottesville	VA	22902-6510	(434) 872-0096	11/29/16
	Hair Cuttery	201		Southgate Square	56 Southgate Square	Colonial Heights	VA	23834-3611	(804) 479-3682	02/21/14
4177	Hair Cuttery	400		Point Development	505 Constitution Avenue	Littleton	MA	01460-1140	(978) 339-5099	06/10/15
4181	Hair Cuttery	302	372	Harbour Village	13457 Atlantic Boulevard Space 3	Jacksonville	FL	32225-3294	(904) 516-7814	05/16/14
	Hair Cuttery	100	110	Annapolis Plaza Hair Cuttery	150 Jennifer Road Suite €	Annapolis	MD	21401-3044	(410) 224-4467	09/08/14
4183	Hair Cuttery	100	143	Downtown Grown	130 Crown Park Avenue	Gaithersburg	MD	20878-4546	(301) 208-1497	08/07/15
4184	Hair Cuttery	302	390	South Town Center	3810 W Neptune Street Space B5	Tampa	FL	33629-5838	(813) 258-0100	08/15/14
	Hair Cuttery	201	260	Heritage Marketplace	13877 Heathcote Blvd	Gainesville	VA	20155-3342	(703) 753-2119	09/09/15
4188	Hair Cuttery	200	249	Springfield Town Center	6607 Springfield Mall Roac	Springfield	VA	22150-1715	(703) 971-3637	11/24/14
4189	Hair Cuttery	200	230	Dulles Landing Shopping Center	24630 Dulles Landing Drive Unit 115	Dulles	VA	20166-2625	(571) 349-3866	10/20/15
4190	Hair Cuttery	200	235	Courthouse	2020 Wilson Boulevard Retail A2	Arlington	VA	22201-3076	(703) 528-220C	06/16/15
	Hair Cuttery	302	372	Brooklyn Station on Riverside	150 Riverside Avenue Suite 103	Jacksonville	FL	32202-4906	(904) 665-0105	01/06/15
4197	Hair Cuttery	200	250	Avenir Place	2672 Avenir Place Space I	Vienna	VA	22180-7193	(703) 876-6790	05/23/16
4200	Hair Cuttery	201	210	Marketplace at Tech Center	12080 Jefferson Avenue Suite 925	Newport News	VA	23606-4323	(757) 881-9800	09/23/15
4204	Hair Cuttery	201	226	Shoppes at Reynolds Crossing	7000 Forest Avenue Suite 200	Richmond	VA	23230-1736	(804) 288-0706	05/11/15
	Hair Cuttery	302			2526 Burnsed Boulevarc	The Villages	FL	32163-2704	(352) 689-2009	11/21/14
	Hair Cuttery	400		Brandywine Mills	1751 Wilmington Pike Suite C2	Glen Mills	PA	19342-4301	(484) 840-8373	03/03/16
	Hair Cuttery	302	390	Causeway Shoppes	10963 Causeway Boulevard Suite B	Brandon	FL	33511-1997	(813) 571-8045	10/31/14
	Hair Cuttery	400		Myles Standish Plaza	123 Samoset Street Suite A-137	Plymouth	MA	02360-4801	(508) 746-8200	05/18/17
	Hair Cuttery	100		Laurel Towne Centre	14720 Baltimore Avenue Suite 106	Laurel	MD	20707-4871	(301) 490-1110	01/30/15
	Hair Cuttery	400		Middle Brook Shopping Center	611 West Union Avenue Suite 12	Bound Brook	NJ	08805-1165	(732) 627-9020	09/23/14
	Hair Cuttery	100		Eldersburg Commons	6400 Ridge Road	Sykesville	MD	21784-6248	(410) 795-2002	12/06/16
	Hair Cuttery	401		Northshore 770	778 N Skokie Boulevarc	Northbrook	IL	60062-2805	(847) 559-8155	02/12/16
	Hair Cuttery	400		Hamilton Crossing	707 N Krocks Rd Suite 103	Allentown	PA	18106-9076	(610) 395-3430	01/24/17
	Hair Cuttery	302	385	Grand Traverse Plaza	2911 Traverse Trail	The Villages	FL	32163-2017	(352) 391-9004	05/29/15
	Hair Cuttery	302		Publix Shops at Inverness	1070 West Main Street	Inverness	FL	34450-4636	(352) 560-0017	03/10/15
	Hair Cuttery	400		Guilford Commons	1919 Boston Post Road Unit 200	Guilford	CT :	06437-4369	(203) 453-1382	10/20/16
	Hair Cuttery	303	360	·	2278 S University Drive	Davie	FL	33324-5852	(954) 472-1113	04/14/16
	Hair Cuttery	400 302			5597 Tulip Street Space B2	Philadelphia	PA FL	19124-1562 33556	(215) 744-3653	05/08/18
	Hair Cuttery	201		Shoppes at Trinity Lakes	12478 State Road 54 12232 West Broad Street	Odessa	VA VA		(727) 375-2887	05/13/16
	Hair Cuttery	201		West Broad Marketplace		Henrico Norfolk	VA VA	23233-1062 23517-1516	(804) 360-3292	08/15/17
	Hair Cuttery Hair Cuttery	303		Ghent Station Shopping Center	924 W 21ST Street Suite 101	Norfolk Fort Lauderdale	FL		(757) 533-9222 (954) 563-4376	07/13/15 11/29/16
	Hair Cuttery	303		1600 Commons The Shoppes of South Dale	1520 North Federal Highway 4031 S Dale Mabry Highway Suite A 200	Tampa	FL		(813) 348-4200	01/19/17
	Hair Cuttery	401		Bloomingdale Court	318 W Army Trail Rd Ste 100	Bloomingdale	11		(630) 295-863C	05/01/18
	Hair Cuttery	200		Barcroft Plaza	6345 Columbia Pike	Falls Church	VA		(703) 333-590C	10/13/15
	Hair Cuttery	200		Riverdale Park Station	6741 45th Street	Riverdale Park	MD	20737-1077	(301) 395-0841	02/08/20
	Hair Cuttery	400		Brooklawn Shopping Center	700 Crescent Boulevard	Brooklawn	NJ	08030-2797	(856) 456-710S	03/10/16
	Hair Cuttery	100		Festival at Woodholme	1809 Reisterstown Road Suite 137	Pikesville	MD		(410) 653-4161	10/15/15
	Hair Cuttery	400		King of Prussia Town Center	230 Village Drive Suite 100	King of Prussia	PA		(484) 322-2406	10/13/16
	Hair Cuttery	302		River Walk Shopping Center	11344 Ridge Road	New Port Richey	FL	34654-5309	(727) 232-253C	06/20/17
	Hair Cuttery	303		Pembroke Crossing	11964 Pines Blvd	Pembroke Pines	FL	33026-4127	(954) 392-3934	11/19/15
	Hair Cuttery	100		Shoppes at Westown	659 Middletown-Warwick Roac	Middletown	DE		(302) 378-8565	01/10/17
	Hair Cuttery	200		Saratoga Shopping Center	8082 Rolling Road	Springfield	VA	22153-2928	(703) 455-0397	07/11/16
	Hair Cuttery	303		First Merritt Center	125 E Merritt Island Causeway Ste 209	Merritt Island	FL	32952-3680	(321) 452-7992	01/05/17
	Hair Cuttery	302		Lee Vista Promenade	6817 Eagle Watch Drive Suite 260	Orlando	FL	32822-2321	(407) 857-8111	09/16/16
	Hair Cuttery	302			11442 South US Highway 301	Riverview	FL		(813) 672-3400	02/23/17
	Hair Cuttery	201		Edinburgh North Shopping Center	200 Carmichael Way Suite 610	Chesapeake	VA		(757) 421-254C	03/17/16
	Hair Cuttery	303		Pineapple Commons	2509 NW Federal Highway	Stuart	FL		(772) 692-9429	12/01/16
	Hair Cuttery	100		Magothy Gateway	147 Ritchie Hwy Suite B	Severna Park	MD		(410) 647-670C	05/16/17
	Hair Cuttery	100		Nottingham Commons	5207B Campbell Boulevard	Nottingham	MD		(410) 933-6791	11/09/16
	Hair Cuttery	302		Dunlawton Square	3841 South Nova Road	Port Orange	FL		(386) 760-3585	05/10/16
	Hair Cuttery	302	386	Seminole City Center	7756 113th Street North Suite C	Seminole	FL	33772	(727) 319-2041	04/05/17
	Hair Cuttery	400			920 Dekalb Pike Suite 120	Blue Bell	PA	19422-1810	(610) 272-3194	05/01/18
4325	Hair Cuttery	100			17251 Cole Road	Hagerstown	MD	21740	(301) 582-0296	10/05/16
4327	Hair Cuttery	201		Waynesboro Town Center	760 Town Center Drive Space E	Waynesboro	VA	22980-9266	(540) 943-4814	09/01/16
	Hair Cuttery	201		Shops at Stonefield	3918 Lenox Avenue Suite 410	Charlottesville	VA	22901-2660	(434) 964-0399	12/06/16
	Hair Cuttery	100		Towson Commons	417 York Road	Towson	MD	21204-5124	(410) 847-907C	02/16/17
4349	Hair Cuttery	302	386	The Village at Mitchell Ranch	8876 Strength Avenue	New Port Richey	FL	34655-4257	(727) 597-3610	10/30/19

Salon Id	Brand	Region Cod [	District Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
4350	Hair Cuttery	201	216	Shore Drive	7813 Shore Drive Suite B	Norfolk	VA	23518-3500	(757) 531-0194	02/16/17
4353	Hair Cuttery	201	220	Little Creek Marketplace	725 E Little Creek Road Ste 508	Norfolk	VA	23518-3757	(757) 583-2352	05/19/17
4357	Hair Cuttery	100	148	Christiana Fashion Center	3164 Fashion Center Boulevard	Newark	DE	19702-3246	(302) 368-5201	01/17/18
4370	Hair Cuttery	303	380	West Melbourne Interchange Center	705 Palm Bay Road NE Suite 107	West Melbourne	FL	32904-9200	(321) 473-8806	04/24/17
4374	Hair Cuttery	100		Tollgate Marketplace	615 Belair Road Suite Q	Belair	MD	21014-4308	(410) 836-7974	06/29/17
4377	Hair Cuttery	201	226	Nuckols Place Shopping Center	5328 Wyndham Forest Drive	Glen Allen	VA	23059-5941	(804) 935-3097	07/12/17
4378	Hair Cuttery	303	374	Alton Town Center	5420 Donald Ross Road Unit 115	Palm Beach Gardens	FL	33418-7284	(561) 252-1456	07/10/19
4384	Hair Cuttery	100	160	Brunswick Crossing	1201 Dutchmans Creek Drive Suite E	Brunswick	MD	21716-9766	(301) 834-9022	05/25/18
4390	Hair Cuttery	401	492	Shops at Seminary	506 Knox Square Drive Suite 2	Galesburg	IL	61401-8648	(309) 343-2702	11/09/17
4391	Hair Cuttery	401	491	Market Plaza	569 W Roosevelt Road Suite B150	Glen Ellyn	IL	60137	(630) 790-332C	10/05/17
4392	Hair Cuttery	401	494	Warsaw Commons	562 W 300 N	Warsaw	IN	46582-6940	(312) 937-1587	09/25/19
4393	Hair Cuttery	401	489	Downers Grove Town Center	1018 West Ogden Avenue	Downers Grove	IL	60515	(630) 515-0668	08/29/18
4397	Hair Cuttery	400	410	Giant Feasterville Square	184 West Street Road Space OP 2C	Feasterville	PA	19053	(215) 201-820C	12/19/18
4399	Hair Cuttery	302	392	Sunrise Plaza	3225 Vineland Road	Kissimmee	FL	34746	(407) 479-6114	01/16/18
4401	Hair Cuttery	303	361	Sky Walk	13101 Paul J Doherty Parkway Suite 230	Fort Myers	FL	33913-9268	(239) 313-5524	10/17/17
4411	Hair Cuttery	100	160	Chambersburg Square	962 Norland Avenue	Chambersburg	PA	17201-4203	(717) 261-2111	05/31/18
4412	Hair Cuttery	401	489	Naperville Plaza	215 East Ogden Avenue Suite 105	Naperville	IL	60563-3156	(630) 305-3226	06/21/18
	Hair Cuttery	201	225	Brandy Creek Commons	6585 Mechanicsville Turnpike	Mechanicsville	VA	23111	(540) 471-5628	04/24/19
4423	Hair Cuttery	201	275	Shops at Stonewall	8053 Stonewall Shops Square Ste E3	Gainesville	VA	20155-3890	(703) 753-9508	07/10/17
4424	Hair Cuttery	302	371	The Shoppes at Palencia Commons	7458 US Highway 1 North Suite B102	St. Augustine	FL	32095	(904) 562-9591	08/28/19
4429	Hair Cuttery	400		Milford Crossing	128 Medway Road Unit 7	Milford	MA	01757-2915	(508) 686-0764	11/15/18
4454	Hair Cuttery	302	391	The Pavilion at Durbin Park	935 Durbin Pavilion Drive Suite 103	Saint Johns	FL	32259-4139	(386) 222-8907	02/10/20
4461	Hair Cuttery	100	148	The Commons Shopping Center	2717B N Salisbury Blvd	Salisbury	MD	21801	(410) 202-6876	01/02/20

## **Disclosure Schedule 3.7**

# Litigation

## CREATIVE HAIRDRESSERS, INC. LIST OF PENDING LITIGATION

McCaffery, Kathleen v. Creative Hairdressers, Inc. USDC Eastern District of Pennsylvania	Benoit, Vicki v. Creative Hairdressers, Inc., et al. USDC Middle District of Florida (Oscala)				
(Philadelphia)	Civil Case No.: 5:19-CV-00660-JSM-PRL				
Civil Case No.: 2:18-CV-05050-MMB	Represented by: Jackson Lewis, P.C.				
Represented by: Gordon & Rees	Amount: TBD				
Amount: TBD	Completion Date: TBD				
Completion Date: TBD	Subject Matter: Disability Discrimination				
Subject Matter: Age Discrimination	Subject Watter. Disability Discrimination				
OpenSpend, Inc. v. Ratner Companies, L.C.	Creative Hairdressers, Inc., et al. v. Visa, Inc., et al.				
Court Filed: District Court of Travis County, Texas	Court Filed: USDC Southern District of New York				
Case No.: D-1-GN-19-004663	Case No.: 1:20-cv-20778				
Represented by: Gordon & Rees	Represented by: Criden & Love, P.A.				
Amount: TBD	Amount: \$1,000,000.00				
Completion Date: TBD	Completion Date: TBD				
Subject Matter: Breach of Verbal Contract	Subject Matter: Interchange Fee Antitrust Suit				
Tavella-Zirilli v. Creative Hairdressers, Inc.	Raichle, Erik v. Creative Hairdressers, Inc.				
Court of Common Pleas, Philadelphia County	Court Filed: Circuit Court, Pinellas County, Florida				
Civil Case No.: 18-0501567	Case No.: 19-004606-CI				
Represented by: Gordon & Rees	Represented by: Wicker Smith				
Amount: TBD	Amount: TBD				
Completion Date: TBD	Completion Date: TBD				
Subject Matter: Personal Injury/Insurance	Subject Matter: Personal Injury/Insurance				
Arbaiza, Michelle v. Creative Hairdressers, Inc.	Kelbaugh, Debra v. Creative Hairdressers, Inc.				
Court Filed: Circuit Court, Henrico Co., Virginia	Court Filed: District Court of Md., Baltimore Co.				
Case No.: CL-19003909-00	Case No.: D-08-CV-19-022360				
Represented by: Franklin & Prokopik	Represented by: Franklin & Prokopik				
Amount: TBD	Amount: \$10,000				
Completion Date: TBD	Completion Date: On Appeal				
Subject Matter: Personal Injury/Insurance	Subject Matter: Personal Injury/Insurance				
Wold, Lisa v. Creative Hairdressers, Inc.	Saidi, Sima v. Creative Hairdressers, Inc.				
Court Filed: Circuit Court, Arlington Co., Virginia	Court Filed: Circuit Court, Fairfax Co., Virginia				
Case No.: 19-2675-00	Case No.: CL-2019-0014904				
Represented by: Franklin & Prokopik	Represented by: Franklin & Prokopik				
Amount: TBD	Amount: TBD				
Completion Date: TBD	Completion Date: TBD				
Subject Matter: Personal Injury/Insurance	Subject Matter: Personal Injury/Insurance				
Smith, Ana-Lisa v. Creative Hairdressers, Inc.	Ballenger Creek Partners, LLC v. Creative				
Court Filed: Boston Municipal, Comm. Of Mass.	Hairdressers, Inc.				
Case No.: 1901 CV 002729	Court Filed: District Court of Maryland, Frederick				
Represented by: Morrison & Mahoney	County				
Amount: TBD	Case No.: D-111-LT-20-001944				
Completion Date: TBD	Represented by: N/A				
Subject Matter: Personal Injury/Insurance	Amount: \$14,190.26				
- " "	Completion Date: TBD				
	Subject Matter: Breach of Lease Agreement				

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Brixmor Middletown Plaza Owner, LLC v. Creative	BC Exchange Suniland Master Tenant, LLC v.
Hairdressers, Inc.	Creative Hairdressers, Inc.
Court Filed: Superior Court of New Jersey,	Court Filed: Circuit Court 11 <sup>th</sup> District, Miami Dade,
Monmouth County	Florida
Case No.: L-896-20	Case No.: 2020-004587-CA-01
Represented by: N/A	Represented by: N/A
Amount: \$28,093.50	Amount: \$Lease Balance
Completion Date: TBD	Completion Date: TBD
Subject Matter: Breach of Lease Agreement	Subject Matter: Breach of Lease Agreement
The Town Center at Boca Raton Trust v. Creative	Olsen, Nicole v. Ranter Companies, L.C., et al.
Hairdressers, Inc.	Court Filed: USDC, District of New Jersey,
Court Filed: County Court, Palm Beach County,	Case No.: 1:20-cv-03760
Florida	Represented by: Litter Mendelson, P.C.
Case No.: 50-2020-CC-002569-XXXX-SB	Amount: TBD
Represented by: N/A	Completion Date: TBD
Amount: \$79,202.82	Subject Matter: FLSA Collective Action
Completion Date: TBD	
Subject Matter: Breach of Lease Agreement	
Lucius, Windy v. Ratner Companies, L.C.	McGuinness, Jessica v. Ratner Companies, L.C., et
Court Filed: USDC, Southern District of Florida,	al.
Miami Division	Court Filed: Superior Court of New Jersey, Law
Case No.: 1.20-cv-20822	Division, Middlesex
Represented by: Wicker Smith	Case No.: MID-L-1317-20
Amount: N/A – Injunctive Relief	Represented by: Franklin & Prokopik & Connell
Completion Date: TBD	Foley, LLP
Subject Matter: ADA App Accessibility	Amount: TBD
	Completion Date: TBD
	Subject Matter: Personal Injury/Insurance
EEOC/Administrative Claims	
Todd, Karen v. Creative Hairdressers, Inc.	De Leon, Blanca v. Creative Hairdressers, Inc., et
DC Office of Human Rights Commission	al.
Case No.: OHR 20-35-PA	DC Office of Human Rights
	Case No.: OHR 16-313 P(CN)
	EEOC 10C-2016-00284
Beverly, Sarah v. Creative Hairdressers, Inc.	
Virginia Division of Human Rights	
Case No.: EEOC 438-2019-01638	

In addition, there is a Department of Labor investigation and two putative class action suits (one in New Jersey and one in Florida).

#### **Labor Relations**

None (other than as disclosed on Disclosure Scehdule 3.7 regarding litigation).

EEOC/Administrative Claims	
Todd, Karen v. Creative Hairdressers, Inc.	De Leon, Blanca v. Creative Hairdressers, Inc., et
DC Office of Human Rights Commission	al.
Case No.: OHR 20-35-PA	DC Office of Human Rights
	Case No.: OHR 16-313 P(CN)
	EEOC 10C-2016-00284
Beverly, Sarah v. Creative Hairdressers, Inc.	
Virginia Division of Human Rights	
Case No.: EEOC 438-2019-01638	

In addition, there is a Department of Labor investigation and two putative class action suits (one in New Jersey and one in Florida).

Brokers

None.

Taxes (due June 15 or July 15)

#### Creative Hairdressers, Inc.:

- Form 1120S U.S. Income Tax Return for an S Corporation
- Form CT-1120SI Connecticut Composite Income Tax Return
- Form D-20 District of Columbia SUB Corporation Franchise Tax Return (COMBINED)
- Form 1100S Delaware S Corporation Reconciliation and Shareholders Information Return
- Form 200-C Delaware Composite Income Tax Return
- Form IL-1120-ST Illinois Small Business Corporation Replacement Tax Return
- Form IT-20S Indiana S Corporation Income Tax Return
- Form 355S Massachusetts S Corporation Excise Return
- Form NRCR Massachusetts Nonresident Composite Return
- Form 510 Maryland Pass-Through Entity Income Tax Return
- Form CD-401S North Carolina S Corporation Tax Return
- Form BET & NH-1120 New Hampshire Business Enterprise/Profits Tax Return
- Form CBT-100S New Jersey Corporation Business Tax Return
- Form PA-20S Pennsylvania S Corporation Information Return
- Form PA-40NRC Pennsylvania Nonresident Consolidated Income Tax Return
- Form RI-1120S Rhode Island Subchapter S Business Corporation Tax Return
- Form RI-1040C Rhode Island Composite Income Tax Return
- Form 05-158-A/B & 05-102 Texas Franchise Tax Report and Public Information Report
- Form 502 Virginia Pass-Through Entity Return of Income and Nonresident Withholding Tax
- Form 5S Wisconsin Tax-Option (S) Corporation Income Tax Return
- Form PW-1 Wisconsin Nonresident Income Tax Withholding on Pass-Through Entity Income
- Form 1CNS Wisconsin Composite Individual Income Tax Return for Nonresident Tax-Option (S) Corporation Shareholders
- Form SPF-100 West Virginia S Corporation Income Tax Return

#### Ratner Companies, LC:

- Form 1065 U.S. Return of Partnership Income
- Form 502 Virginia Pass-Through Entity Return of Income and Nonresident Withholding Tax

#### **Disclosure Schedule 3.12(a)**

#### **Employee Benefit Plans**

As described in the Benefits Guides provided by Buyer to Seller.

#### Resource Center:

- Medical / Prescription Drugs
- Dental
- Vision
- Health Advocate
- Income Protection Basic Life Insurance
- Income Protection Supplemental Life Insurance and AD&D
- Income Protection
   Income Protection
   Long Term Disability
- Flexible Spending Account
- 401(k) Savings Plan
- ID Watchdog
- Unum Programs
- Purchasing Power Programs
- Hyatt Legal Plan
- MetLife Group Auto and Home Insurance
- Cell Phone Discount Program
- Credit Union
- Paid Time Off
- Tuition Reimbursement

#### Ratner Salon Professionals:

- Medical / Prescription Drugs
- Dental
- Vision
- Health Advocate
- Income Protection Basic Life Insurance
- Income Protection Supplemental Life Insurance and AD&D
- Income Protection Short Term Disability
   Income Protection Long Term Disability
- Income Protection Long Term Disability
- Flexible Spending Account
- 401(k) Savings Plan
- ID Watchdog
- Unum Programs
- Purchasing Power Programs
- Hyatt Legal Plan
- MetLife Group Auto and Home Insurance
- Cell Phone Discount Program
- Credit Union
- Paid Time Off
- Tuition Reimbursement

### **Disclosure Schedule 3.12(c)**

Knowledge of Sellers

None.

Page 18

# Owned Intellectual Property

# Registered Trademarks

#### As of 10/8/2019

E.

CREATIVE HAIRDRESSERS, INC.			APPICATION	REGISTRATION		
TM/SM NAME	APP No.	STATUS	FILING DATE	DATE	REG No.	RENEWAL DATE
8 DAYS A WEEK	87195311	REGISTERED	10/6/2016	10/3/2017	5303204	10/3/2023
A GOOD HAIRCUT IS A GOOD HAIRCUT	74/235004	REGISTERED	12/31/1991	4/27/1993	1768280	5/22/2023
ANCIENT SECRETS FOR MODERN HAIR	76/548695	REGISTERED	9/16/2003	7/10/2007	3261469	7/10/2027
ANCIENT SERUM	77/814835	REGISTERED	8/28/2009	5/17/2011	3962548	5/17/2021
ANCIENT VEIL	85/553874	REGISTERED	2/27/2012	4/7 <i>[</i> 2015	4716752	4/7/2021
BUBBLES (STYLIZED)	86/413075	REGISTERED	10/2/2014	6/16/2015	4754928	6/16/2021
BUBBLES	76/401833	REGISTERED	4/30/2002	7/26/2005	2975066	7/28/2025
BUBBLES (STYLIZED)	88/517215	PENDING	7/16/2019			
BUBBLES KERATIN MAX	85/838369	REGISTERED	2/1/2013	12/23/2014	4660182	12/23/2020
DESIGN: MAN AND WOMAN "BUBBLES SALON"	76/096748	REGISTERED	7/26/2000	4/13/2004	2831134	4/13/2024
C-VIP	85/407147	REGISTERED	8/25/2011	5/14/2013	4335617	5/14/2023
				3/14/2013	4555617	3/14/2023
CHANGE IT UP	87/942526	PUBLISHED	5/31/2018			
CHANGE YOUR HAIR AND CHANGE IN YOUR POCKET	77/364461	REGISTERED	1/4/2008	4/28/2009	3613384	10/28/2020
CIBU	85/111316	REGISTERED	8/19/2010	9/16/2014	4605711	9/16/2020
CIBU (STYLIZED)	86413080	REGISTERED	10/2/2014	6/9/2015	4751413	6/9/2021
CIBU	76/454491	REGISTERED	9/24/2002	6/8/2004	2851650	6/8/2024
CIBU ANCIENT SHIMMER SMOOTHING CREAM	86/137075	REGISTERED	12/6/2013	12/2/2014	4647994	12/2/2020
CIBU ANCIENT SMOOTHING ARGAN OIL	86/137081	REGISTERED	12/6/2013	12/2/2014	4647995	12/2/2020
CIBU ANCIENT SMOOTHING ARGAN OIL CONDITIONER	86/137072	REGISTERED	12/6/2013	12/2/2014	4647993	12/2/2020
CIBU ANCIENT SMOOTHING ARGAN OIL SHAMPOO	86/137066	REGISTERED	12/6/2013	12/2/2014	4647992	12/2/2020
CIBU ANCIENT VEIL	85/553865	REGISTERED	2/27/2012	4/7/2015	4716751	4/7/2021
CIBU DRYNAMIC BLOW DRY ACCELERATOR	86/076826	REGISTERED	9/27/2013	6/2/2015	4745989	6/2/2021
CIBU HI-YA! EXPRESS SMOOTHING SYSTEM	85/553837	REGISTERED	2/27/2012	7/29/2014	4,576,309	7/29/2020
CIBU PHO FREEZE	85/553849	REGISTERED	2/27/2012	9/2/2014	4597608	9/2/2020
CIELOBRATE	77/489830	REGISTERED	6/3/2008	7/26/2011	4002767	7/26/2021
CIELOBRATE	77/489815	REGISTERED	6/3/2008	12/14/2010	3890553	12/14/2020
COLORWORKS	75/595802	REGISTERED	11/25/1998	2/26/2002	2543257	2/26/2022
CURL MAGNET	87/808546	REGISTERED	2/23/2018	4/16/2019	5729398	4/16/2025
CUT-COLOR-CONNECT	88517200	PUBLISHED	7/16/2019	4710/2010	0723030	471072020
	1					
CUTTERY (AND DESIGN)	75/814054	REGISTERED	10/4/1999	2/6/2001	2426553	2/6/2021
EVERYTHING STARTS WITH STYLISTS	75/553224	REGISTERED	9/15/1998	11/7/2000	2402601	11/7/2020
FINISTA	86/768516	REGISTERED	9/25/2015	6/14/2016	4979982	6/14/2022
FRIZZFIX	86/511363	REGISTERED	1/22/2015	11/22/2016	5087215	11/22/2022
GEISHALICIOUS	76/564812	REGISTERED	11/28/2003	7/26/2005	2977906	7/28/2025
GEL FRIDAY	87195303	REGISTERED	10/6/2016	1/16/2018	5381763	1/16/2024
GET THE LOOK	85/775622	REGISTERED	11/9/2012	6/10/2014	4546061	6/10/2020
GREAT AMERICAN HAIRSHOW	85/676184		7/13/2012	2/24/2015	4692792	2/24/2021
	+	REGISTERED				
HAIR CUTTERY (AND DESIGN)	74/357726	REGISTERED	2/10/1993	6/28/1994	1842140	6/28/2024
HAIR CUTTERY (AND DESIGN)	75/576872	REGISTERED	10/23/1998	9/26/2000	2389203	9/26/2020
HAIR CUTTERY (standard characters)	77/506256	REGISTERED	6/24/2008	2/24/2009	3579465	2/24/2029
HAIR CUTTERY SHAMPOO BOWL	85/584653	REGISTERED	3/31/2012	5/20/2014	4534068	5/20/2021
HAIR PINS	85/676168	REGISTERED	7/13/2012	2/17/2015	4689070	2/17/2021
HAIR WARS	85/063253	REGISTERED	6/15/2010	12/17/2013	4451639	12/17/2020
HARE CUT TERRY	74/451365	REGISTERED	10/21/1993	7/25/1995	1,907,706	7/25/2025
HC Design	77/861216	REGISTERED	10/30/2009	10/5/2010	3855872	10/5/2020
HC (STYLIZED)	88477624	PENDING	6/18/2019			
HI-YA	76/564817	REGISTERED	11/28/2003	8/9/2005	2983717	8/9/2025
HI-YA! EXPRESS SMOOTHING SYSTEM	85/553846	REGISTERED	2/27/2012	1/28/2014 (class 3) 7.15.14 class 44	4475645 (class 3) 4569731 (class 44)	1/28/2020
HUMANTOLOGY	88517186	PENDING	7/16/2019		(333.3. (6,666 74)	
KA POW!	86/477676	REGISTERED	12/11/2014	8/23/2016	5027800	8/23/2022
KERATIN MAX	85/838366	REGISTERED	2/1/2013	12/23/2014	4660181	12/23/2020
KNOT SO KNOTTY				6/14/2016		6/14/2022
	86/477671	REGISTERED	12/11/2014		4978945	
LICENSED TO STYLE	85/775644	REGISTERED	11/9/2012	2/10/2015	4685176	2/10/2021
MOUSSE LEE	76/564816	REGISTERED	11/28/2003	2/21/2006	3060716	2/21/2026
ORIGUMI	86/173179	REGISTERED	1/23/2014	9/9/2014	4600665	9/9/2020
ORIGUMI CREATIVE PASTE	76/664358	REGISTERED	8/9/2006	5/20/2008	3431756	
ORIGUMI FIBER PASTE	86/173172	REGISTERED	1/23/2014	9/9/2014	4600664	9/9/2020
			2/27/2012	12/24/2013	4455688	9/9/2020
PHO FREEZE	85/553862	REGISTERED		12/24/2013	<del>11</del> 00000	3,3,2023
PHO FREEZE SALON CIBU SALON CIELO	85/553862 88517223 76/256531	PENDING REGISTERED	7/16/2019 5/11/2001	6/10/2003	2725342	6/10/2023

SALON CIELO KERATIN MAX	85/838375	REGISTERED	2/1/2013	12/23/2014	4660183	12/23/2020
SASHINI	86/173165	REGISTERED	1/23/2014	9/9/2014	4600663	9/9/2020
SASHINI THERMAL SHINE SPRAY	86/173158	REGISTERED	1/23/2014	9/9/2014	4600662	9/9/2020
SHAMPOO BOWL	85/584648	REGISTERED	3/30/2012	5/13/2014	4530123	5/13/2021
SHANG HIGH	77/221783	REGISTERED	7/5/2007	7/28/2009	3661406	7/28/2029
SHARE-A-HAIRCUT	75/940750	REGISTERED	3/7/2000	7/9/2002	2592440	7/9/2022
SLICKSTER	87077135	REGISTERED	6/20/2016	9/12/2017	5287452	9/12/2023
SMART. BOLD. BEAUTIFUL.	87356321	REGISTERED	3/2/2017	6/25/2019	5788266	6/25/2025
SMILE BACK GUARANTEE	85/734880	REGISTERED	9/21/2012	8/5/2014	4580771	8/5/2020
SO TACKY	87456830	REGISTERED	5/19/2017	2/13/2018	5403448	2/13/2024
SPRAYCATION WAVE SPRAY	87/882356	REGISTERED	4/18/2018	4/16/2019	5729645	4/16/2025
SPRING ROLL	77/349303	REGISTERED	12/11/2007	9/8/2009	3680624	9/8/2029
STICKY RICE	76/564807	REGISTERED	11/28/2003	7/26/2005	2977904	7/6/2025
STILL ON THE MONEY	77/672517	REGISTERED	2/18/2009	11/23/2010	3880637	11/23/2020
STILL PRICED TO TURN HEADS	77/672525	REGISTERED	2/18/2009	11/23/2010	3880638	11/23/2020
STILL STYLIN' FOR LESS	77/672530	REGISTERED	2/18/2009	6/8/2010	3800558	6/8/2021
STILL SMART	77/672534	REGISTERED	2/18/2009	6/8/2010	3800559	6/8/2021
STILL WORTH IT	77/672536	REGISTERED	2/18/2009	11/23/2010	3880639	11/23/2020
STYLE A BEAUTIFUL LIFE	87356307	REGISTERED	3/2/2017	6/18/2019	5782170	6/18/2025
STYLE YOUR SUCCESS	87357732	REGISTERED	3/3/2017	6/18/2019	5782172	6/18/2025
STYLEPOINTS	85/148314	REGISTERED	10/8/2010	2/7/2012	4096885	2/7/2021
STYLEPOINTS	86/008911	REGISTERED	7/12/2013	7/8/2014	4562674	7/8/2021
STYLEPOINTS	85/148322	REGISTERED	10/8/2010	9/17/2013	4403669	9/17/2020
TAKE OUT	76/564810	REGISTERED	11/28/2003	7/26/2005	2977905	7/26/2025
TEXTURE ADDICT	88207003	PENDING	11/27/2018			
THE BEAUTY OF GIVING	76/090455	REGISTERED	7/17/2000	6/11/2002	2579989	6/11/2022
THE HAIR CUTTERY	73/058377	REGISTERED	7/22/1975	7/4/1978	1095509	7/4/2028
THE PEOPLE COMPANY	85/515879	REGISTERED	1/13/2012	11/5/2013	4429348	11/5/2020
THE PEOPLE COMPANY OF THE BEAUTY INDUSTRY	85/515875	REGISTERED	1/13/2012	11/5/2013	4429347	11/5/2020
THREAD CASE	87077145	REGISTERED	6/20/2016	9/12/2017	5287453	9/12/2023
UNLIMITED COMMISSIONS. UNLIMITED YOU.	87427535	REGISTERED	4/27/2017	6/25/2019	5788351	6/25/2025
WEAR NOTHING BUT BUBBLES	76/672564	REGISTERED	2/18/2009	3/30/2010	3769000	3/31/2021
WE'RE ALL ABOUT COLOR. YOURS.	76/289050	REGISTERED	7/23/2001	1/22/2002	2532195	1/22/2021

RATNER COMPANIES, L.C.			APPICATION	REGISTRATION		
TM/SM NAME	APP No.	STATUS	FILING DATE	DATE	REG No.	RENEWAL DATE
PATH TO PROSPERITY	88/155480	PUBLISHED	10/15/2018			
RATNER COMPANIES STYLIZED	76/643565	REGISTERED	7/25/2005	9/12/2006	3141002	9/12/2026

### Creative Hairdressers, Inc.

Country	Mark	Class es	App. Number	App. Date	Reg. Number	Reg. Date
United States	BUBBLES SALON and Design	42	76096748	July 26, 2000	2831134	April 13, 2004
United States	<u>CIBU WATER</u> <u>LILY</u>	3	85111297	August 19, 2010	4272658	January 8, 2013

Marylan d	THE HAIR CUTTERY	42			MD S1826	February 20, 1987
Mexico	BUBBLES	44	M1169912	April 8, 2011	1234383	August 22, 2011
Mexico	HAIR CUTTERY	35	M1175482	May 4, 2011	1264305	February 1, 2012
Mexico	HAIR CUTTERY	44	M1175480	May 4, 2011	1338190	Decembe r 13, 2012
Mexico	HAIR CUTTERY	44	M1169919	April 8, 2011	1236839	Septemb er 6, 2011
Mexico	SALON CIELO	44	M1169917	April 8, 2011	1234384	August 22, 2011

# Copyright

# Registered US Copyright:

Title	Re	eg. No.	Reg. Date	Copyright Claimant
Colorwork Salon 2001 d	esign V	Au000594275	2003-09-30	Creative Hairdressers, Inc.

# **Domain Names**

Domain Name	Registered	Expires	Registrant
www.haircuttery.com	1997-08-11	2020-08-10	Ratner Companies, LC
www.ratnerco.com	1999-08-12	2021-08-12	Ratner Companies, LC
ratnerwebstore.com		11/1/2019	

	7.07.0000
ratnercompanies.com	5/27/2020
hcsalons.com	5/29/2020
rcproofs.com	6/4/2020
foryourhair.com	6/14/2020
wearehaircuttery.com	6/16/2020
colorworksalon.com	6/28/2020
colorworksalons.com	6/28/2020
bubblessalons.com	7/28/2020
haircuttery.org	7/31/2020
wearehaircuttery.net	8/8/2020
haircuttery.com	8/10/2020
cibuinternational.com	8/19/2020
rcinfor.com	9/2/2020
cibuforhair.com	9/14/2020
ratnerco.net	9/29/2020
myratner.com	11/5/2020
creativehairdressers.com	11/30/2020
ratnerhome.com	2/6/2021
haircutterycareers.com	3/7/2021
careersbyhaircuttery.com	3/12/2021
bubbleshairsalons.com	3/23/2021
bubblessalon.com	3/23/2021
besthairadvice.com	3/26/2021
haircuttery.net	3/28/2021
myhcaccess.com	3/28/2021
besthairadviceever.com	3/29/2021
bubblesacolorsalon.com	4/3/2021
bubblesthecolorsalon.com	4/3/2021
hcsaloncutcolorconnect.com	4/3/2021
agreathairday.com	4/3/2021
colorworkssalons.com	4/4/2021
saloncielo.com	7/20/2021
ratnerco.com	8/12/2021
hcsalon.com	11/8/2021
bubblesforhair.com	11/16/2021
hair-cuttery.net	6/3/2024

### Additional Owned Intellectual Property

Sellers also utilize various software subject to "shrink wrap" licenses.

Sellers own the following product formulations:

1	Clarifying Shampoo	Formula # 0527224000/01
2	Sculpting Sauce	Formula # 052724100/01
3	Smoothing Solution	Formula # 052724210/01
4	Shine Polish Gloss	Formula # 052724304/01
5	Everyday Gentle Conditioner	Formula # 052724400/01
6	Leave-In Daily Detangler	Formula # 052724500/01
7	Sticky Rice Pomade	Formula # 052724700/01
8	Reconstruct Conditioner	Formula # 052724800/01
9	Foaming Volumizer	Formula # 052724900/01
10	Everyday Gentle Shampoo	Formula # 052725000/01
11	Volumizing Shampoo	Formula # 052725100/01
12	Confucius Spray	Formula # 052725305
13	Geishalicious-Color Protection Shampoo	Formula # 052725210

Compliance with Laws

To be Supplemented.

Page 24 EAST\174443567.4

#### **Related Party Transactions**

#### **Due from Affiliates**

Ratner, a majority-owned and consolidated subsidiary, provides certain management services to affiliates owned primarily by shareholders of the Company. Under these management agreements, the Company is paid an amount, normally determined as a percentage of the affiliates' total revenues, for providing certain administrative and operational support services.

The Company and its consolidated subsidiaries may also advance amounts to affiliates for a variety of purposes. Amounts due from affiliates are generally due on demand and bear interest at 5 percent simple interest per annum.

Amounts due from these affiliates and amounts charged for these management services are as follows as of and for the fiscal years ended March 28, 2020 and September 28, 2019::

	As of 3/28/20	2018
Due from (to) affiliates: Louis Creative Hairdressers, Inc. Salon Plaza, LLC	\$ (5,025,642)	\$ (4,978,568)
Salon Plaza Enterprises, LLC PMGW, LLC	(204,401) 17,765	(77,866) 105,354
Total	\$ (5,212,278)	\$ (4,951,080)
	As of 3/28/20	2019
Management fees charged: Salon Plaza Enterprises, LLC	419,711	847,869

The Company's receivables due from affiliates represent variable interests. The Company has determined that Salon Plaza Enterprises, LLC is a variable interest entity (the "Entity") because the creditors of the Entity have required personal guarantees by shareholders as collateral for the Entity's long-term borrowings. The Company has determined that it is not the primary beneficiary, as it does not have the power to direct the matters that significantly impact the economic activities of the Entity. The Company's maximum exposure to loss is the carrying value of the amounts due at any point in time as presented in the table above. Certain common shareholders historically represented their intent to repay the amounts due the Company in the event that the related party entity is unable to do so.

#### **Notes Receivable from Shareholders**

As of the fiscal years ended September 28, 2019 and September 29, 2018, notes due from shareholders totaled approximately \$1,770,000 and \$1,791,000, respectively. Amounts borrowed are proportionate to each shareholder's relative ownership interest. Interest accrues on the amounts outstanding at a rate of 0.21 percent compounded on a semi-annual basis. The outstanding balance of all notes receivable from shareholders plus all accrued but unpaid interest is due on their extended maturity date of February 28, 2022.

#### Notes Payable to Shareholder

As of March 28, 2020, Creative Hairdressers, Inc. has borrowed \$3,500,000 from a controlling common shareholder of the Company. \$1,000,000 was borrowed from a controlling shareholder (DRF Trust) and the remaining \$2,500,000 was borrowed from ADKLDR, LLC which is owned by shareholders. The note accrues interest at 6 percent per annum and requires interest-only payments annually commencing on September 28, 2019 through the maturity date of the note on September 25, 2021. This note is subordinated to the Company's obligations under the credit facility. During the fiscal year ended September 28, 2019, \$2,000,000 of the note payable to shareholder was paid. As of September 28, 2019, the outstanding balance of the note payable to shareholder is \$1,000,000. There is an additional subordinated note in favor of ADKLDR, LLC dated April 15, 2020, in the amount of \$210,000 made by Creative Hairdressers, Inc.

#### **HQ** Lease

Ratner Companies Lease with Q-R Springhill, L.L.C. (formerly 2815 Hartland Road, L.C.)

# Exhibit 2

#### **AMENDED AND RESTATED**

ASSET PURCHASE AGREEMENT
BY AND AMONG
CREATIVE HAIRDRESSERS, INC.,
THE OTHER SELLER PARTIES HERETO,
HC SALON HOLDINGS, INC.

**AND** 

THE OTHER PARTIES IDENTIFIED ON THE SIGNATURE PAGES HERETO

**APRIL** , MAY 27, 2020

# Case 20-14583 Doc 426-2 Filed 05/27/20 Page 3 of 83

### TABLE OF CONTENTS

		Page
ARTICLE I DEFINITI	ONS	1
Section 1.1	Definitions	
Section 1.1 Section 1.2	Interpretations	
ARTICLE II PURCHASE AND SALE		
Section 2.1	Purchase and Sale of Assets	<del>16</del> 17
Section 2.2	Assumed Liabilities	
Section 2.3	Consideration; Deposit	
Section 2.4	Closing	
Section 2.5	Closing Payments and Deliveries	
Section 2.6	RESERVED 17.	
Section 2.7	Assumption/Rejection of Certain Contracts and Leases	18
Section 2.8	Allocation	
Section 2.9	Removal of Excluded Assets	
ARTICLE III SELLER	S' REPRESENTATIONS AND WARRANTIES	19
Section 3.1	Organization of Sellers; Good Standing	19
Section 3.2	Authorization of Transaction	<u> 1920</u>
Section 3.3	Noncontravention; Government Filings	20
Section 3.4	Title to Assets	20
Section 3.5	Designated Contracts	20
Section 3.6	Real Property	<del>20</del> 21
Section 3.7	Litigation; Decrees	21
Section 3.8	Labor Relations	21
Section 3.9	Brokers' Fees.	<del>21</del> 22
Section 3.10	Taxes	<del>21</del> 22
Section 3.11	RESERVED.	22
Section 3.12	Employee Benefits	22
Section 3.13	Intellectual Property	23
Section 3.14	Compliance with Laws; Permits	<del>23</del> 24
Section 3.15	Environmental Matters	24
Section 3.16	Related Party Transactions	24
Section 3.17	Financial Statements	<del>24</del> 25
Section 3.18	Inventory	25
Section 3.19	Sufficiency of Assets	
ARTICLE IV BUYER	S' REPRESENTATIONS AND WARRANTIES	25
Section 4.1	Organization of Buyer; Good Standing	25
Section 4.2	Authorization of Transaction	
Section 4.3	Noncontravention	
Section 4.4	Litigation; Decrees	
Section 4.5	Brokers' Fees	
Section 4.6	Sufficient Funds; Adequate Assurances	
ARTICLE V PRE-CLO	OSING COVENANTS	27

# Case 20-14583 Doc 426-2 Filed 05/27/20 Page 4 of 83

### TABLE OF CONTENTS

		Page
Section 5.1	Efforts; Cooperation	27
Section 5.2	Conduct of the Business Pending the Closing	
Section 5.3	Bankruptcy Court Matters	
Section 5.4	Notices and Consents	
Section 5.5	Notice of Developments	31
Section 5.6	Access	
Section 5.7	Bulk Transfer Laws	31
ARTICLE VI OTHER	COVENANTS	31
Section 6.1	Further Assurances	31
Section 6.2	Access; Enforcement; Record Retention	
Section 6.3	Covered Employees	
Section 6.4	Transfer Taxes	
Section 6.5	Press Releases and Public Announcements	
Section 6.6	Non-Disclosure; Non-Solicit; Non-Disparagement	
Section 6.7	No Successor Liability	
Section 6.8	Acquired Avoidance Actions and Causes of Action	
ARTICLE VII CONDI	TIONS TO OBLIGATION TO CLOSE	37
Section 7.1	Conditions to Buyers' Obligations	37
Section 7.2	Conditions to Sellers' Obligations	
Section 7.3	No Frustration of Closing Conditions	38
ARTICLE VIII TERM	INATION	<u>3839</u>
Section 8.1	Termination of Agreement	<del>38</del> 39
Section 8.2	Effect of Termination	<del>39</del> 40
ARTICLE IX MISCEI	LLANEOUS	40
Section 9.1	Survival	40
Section 9.2	Expenses	
Section 9.3	Entire Agreement	40
Section 9.4	Incorporation of Exhibits and Disclosure Schedule	40
Section 9.5	Amendments and Waivers	
Section 9.6	Succession and Assignment	41
Section 9.7	Notices	
Section 9.8	Governing Law	42
Section 9.9	Submission to Jurisdiction; Service of Process	42
Section 9.10	Waiver of Jury Trial	
Section 9.11	Specific Performance	
Section 9.12	Severability	
Section 9.13	No Third Party Beneficiaries	
Section 9.14	Non-Recourse	
Section 9.15	Mutual Drafting	
Section 9.16	Disclosure Schedule	
Section 9.17	Headings; Table of Contents.	44

iii

# Case 20-14583 Doc 426-2 Filed 05/27/20 Page 5 of 83

### TABLE OF CONTENTS

		Page
Section 9.18	Counterparts; Facsimile and Electronic Signatures	44
Exhibit B – Form of Ass	l of Sale for Acquired Assets signment and Assumption Agreement ectual Property Assumption and Assignment Agreement	
Schedule A – Intellectua Schedule B – Other Exc Schedule 2.7(a) – Execu Schedule 2.7(b) – Desig Schedule 3.6 – Salons Schedule 3.7 – Litigation Schedule 3.8 – Labor Res Schedule 3.10 – Taxes Schedule 3.11 – Tangibl Schedule 3.12(a) – Emp Schedule 3.12(c) – Know Schedule 3.13 – Owned Schedule 3.14(a) – Com Schedule 3.16 – Related Schedule 6.6(b) – Denni	luded Assets Itory Contracts Inated Contracts and Assumed Leases In elations Ite Personal Property Ioyee Benefit Plans Wledge of Sellers Intellectual Property pliance with Laws Party Transactions	

#### AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Amended and Restated Asset Purchase Agreement (this "Agreement") is entered into as of April \_\_\_,May 27, 2020 by and among Creative Hairdressers, Inc., a Virginia corporation ("CHI" or the "Company"), and the direct and indirect Subsidiaries or affiliates of CHI identified on the signature pages hereto, including Ratner Companies, L.C., a Virginia limited liability company (together with CHI, each a "Seller" and, collectively, "Sellers"), and HC Salon Holdings, Inc. ("Salon Holdings"), and the direct and indirect Subsidiaries of Salon Holdings identified on the signature pages hereto (together with Salon Holdings, each a "Buyer" and collectively, "Buyers"). Sellers and Buyers are referred to collectively herein as the "Parties" and each, a "Party".

#### WITNESSETH

WHEREAS, on April \_\_\_\_,23\_ 2020 (the "Petition Date"), CHI and certain of its affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Maryland (the "Bankruptcy Court");

WHEREAS, Sellers wish to sell their on-going hair salon business (the "Business"); and

WHEREAS, the Sellers and the Buyers entered into an Asset Purchase Agreement dated April 23, 2020; and

WHEREAS, Sellers and Buyers desire to enter into this <u>Amended and Restated</u> Agreement to provide for the applicable Buyer to purchase, acquire and assume from the applicable Seller all of the Acquired Assets (as defined below) and Assumed Liabilities (as defined below), all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

# ARTICLE I DEFINITIONS

Section 1.1 <u>Definitions</u>. For purposes of this Agreement:

"Acquired Assets" means, all of Sellers' right, title and interest, free and clear of all Liens (other than Permitted Liens), in and to all of the properties, rights, interests and other tangible and intangible assets of Sellers for use in or relating to the Business (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP) including any assets acquired by Sellers after the date hereof but prior to the Closing; provided, however, that the Acquired Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Acquired Assets shall include the following (except to the extent listed or otherwise included as an Excluded Asset):

- (a) to the extent transferable, all Intellectual Property related to the Business, including, but not limited to, all intellectual property rights arising from or relating to: all algorithms, APIs, designs, net lists, data, databases, data collections, diagrams, inventions (whether or not patentable), know how, methods, processes, proprietary information, protocols, schematics, specifications, tools, systems, servers, hardware, computers, point of sale equipment, inventory management equipment, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, web sites, works of authorship and other similar materials, including all documentation related to any of the foregoing, including instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries, whether or not embodied in any tangible form and whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing;
- (b) all tangible assets owned or leased by Sellers related to the Business or Salons, including all fixtures, trade fixtures, chairs, supplies, shelving, refrigeration equipment, computers and computer systems located at the Salons, any corporate offices or any other real property;
  - (c) all rights under the Assumed Leases and Designated Contracts;
- (d) the Inventory, whether in the Salons, any warehouse(s) or in transit to the Salons;
- (e) all customer and end-user data and information, including information related to customer purchases or services provided to customers at the Salons, in each case, to the extent permitted to be assigned, used, or provided by Sellers under applicable Laws;
  - (f) all in-process customer orders;
- (g) all trade receivables, whether current or non-current, and all other accounts receivable, including payment processor receivables, for sales made at the Salons prior to the Closing;
  - (h) any Permit, to the extent transferable;
- (i) any and all books, records and other data relating to the Business and the Salons, including customer lists and customer and end-user information and data, supplier lists, mailing lists, accounting records, documentation or records, catalogs and printed materials relating thereto to the extent available;
- (j) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes) other than the Excluded Tax Assets;

- (k) any promotional materials, displays, media content and other property or equipment used in or related to the existing Business;
  - (1) the Salon Cash Amount;
- (m) to the extent transferable, all Intellectual Property Licenses, including the licenses set forth on Schedule A;
- (m) (n) financial, marketing and business data, pricing and cost information, business and marketing plans and other information, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files of Sellers in whatever media retained or stored, including computer programs and disks, including files in the possession of Sellers;
  - (n) (o) all goodwill associated with the Business or the Acquired Assets;
- (o) (p) all right of publicity and all similar rights, including all commercial merchandising rights;
- (p) (q)-product designs, product names, trade names, design rights, tech packs, artwork, archival materials and advertising materials, copy, commercials, images and artwork;
- (q) (r)-royalty payments and licensing receivables generated by the Business and attributable to the period from and/or after the Closing;
  - (r) (s) all Sellers' telephone, fax numbers and email addresses;
- (s) (t) any avoidance actions under chapter 5 of the Bankruptcy Code relating to any (i) Designated Contract or and Assumed Leases, (ii) CHI leases that are rejected and for which the counterparty to the Lease waived its claim for administrative expense under sections 502, 503 or 365 of the Bankruptcy Code, or (iii) trade vendor that any Buyer will conduct business with, following the Closing (the "Acquired Avoidance Actions");
- (t) (u) all Claims or Causes of Action of the Company against the Ratner Companies, L.C., Dennis Ratner, Ann Ratner, Gary Ratner, Kelley Ratner Mistretta or Lauren Ratner and their respective affiliates and trusts (collectively, the "Ratner Group") (such Claims or Causes of Actions of the Company, the "Ratner Causes of Action");
- (u) (v) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Acquired Assets;
- (v) (w) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities; and
- (w) (x) any insurance claims, and related proceeds, related to an Acquired Asset; and

<u>provided</u>, <u>however</u>, notwithstanding anything to the contrary set forth in this definition, the Acquired Assets shall not include any Excluded Assets.

- "Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, where "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.
  - "Affiliate Agreement" has the meaning set forth in Section 3.16.
  - "Agreement" has the meaning set forth in the preamble.
  - "Assignment and Assumption Agreement" has the meaning set forth in Section 2.5(a).
  - "Assumed Leases" has the meaning set forth in Section 2.7(b).
- "<u>Assumed Liabilities</u>" means only the following Liabilities of each Seller incurred exclusively in the operation of the Business and existing as of the Closing (to the extent not paid prior to the Closing), or to the extent set forth in the following clauses:
  - (a) all Liabilities under the Acquired Assets to the extent such Liabilities arise from and after the Closing Date;
    - (b) all Liabilities arising under the Prepetition Senior Secured Debt;
  - (c) all Liabilities to pay for goods or services ordered (and not paid by Sellers), prior to the Closing in the Ordinary Course of Business, but which are not delivered or performed until after the Closing;
  - (d) all (i) shop or customer credits, sales promotions, rebates, coupons, gift cards and certificates or (ii) returns of goods or merchandise, customer prepayments and overpayments, customer refunds, credits, reimbursements and related adjustments with respect to goods or merchandise;
  - (e) all accrued and unused vacation and sick time of the Transferred Employees;
  - (f) all fees and expenses incurred by the Sellers to A&G Realty Partners, LLC ("A&G") pursuant to the Real Estate Services Agreement dated April 23, 2020, between Sellers and A&G, which are allowed by the Bankruptcy Court as administrative expense obligations; and
  - (g) all Cure Costs related solely to the Designed Contracts and Assumed Leases that will be assumed by the Sellers and assigned to the Buyers;

- (h) liabilities under sections 503(b)(9) and 507(a) of the Bankruptcy Code, subject to a cap of \$50,000;
- (i) liabilities relating to "stub rent" administrative claims for CHI leases that are rejected in the amount of \$500,000, subject to a protocol to be approved by the Bankruptcy Court;

<u>provided</u>, <u>however</u>, that notwithstanding anything to the contrary set forth in this definition, the Assumed Liabilities shall not include any Excluded Liabilities.

"Auction" has the meaning set forth in the Bidding Procedures Order.

"Back-up Bidder" has the meaning set forth in Section 5.3(e).

"Bankruptcy Cases" means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by Sellers and certain of their Affiliates on April <u>-23</u> 2020, and continuing immediately thereafter, in the Bankruptcy Court and styled *In re Creative Hairdresser's, Inc., et al.*, Case No. 20-<u>14583</u> (—<u>TJC</u>).

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bid Protections" has the meaning set forth in Section 5.3(b).

"Bidding Procedures Motion" has the meaning set forth in Section 5.3(a).

"Bidding Procedures Order" means an order entered by the Bankruptcy Court authorizing and approving the bidding, auction and sale procedures regarding the Acquired Assets, and other related relief, on terms further described in Section 5.3 (Bankruptcy Court Matters) herein and otherwise in form and substance reasonably satisfactory to Sellers and Buyer.

"Bill of Sale" has the meaning set forth in Section 2.5(a).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day, other than a Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in the State of New York are authorized or required by Law or other governmental action to close.

"Buyer" has the meaning set forth in the preamble.

"Buyer Proration Amount" has the meaning set forth in Section 2.6.

"Causes of Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena

or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, including under common law, statute or the Bankruptcy Code.

"CHI" has the meaning set forth in the preamble.

"Claim" means any claim within the meaning of section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" has the meaning set forth in Section 2.4.

"COBRA" means sections 601 through 608 of the Employee Retirement Income Security Act of 1974 and section 4980B of the IRC.

"Company" has the meaning set forth in the preamble.

"Company Benefit Plan" has the meaning set forth in Section 3.12(a).

"Company Intellectual Property" means all Intellectual Property that are owned or necessary to the Company or any other Seller in the conduct of the Business.

"Company PTO Payments" has the meaning set forth in clause (h) of the definition of Excluded Liabilities.

"Company Severance Payments" has the meaning set forth in clause (h) of the definition of Excluded Liabilities.

"Competing Bid" has the meaning set forth in Section 5.3(d).

"Contract" means any agreement, contract, license, arrangement, commitment, promise, obligation, right, instrument, document or other similar understanding, which in each case is in writing and signed by parties intending to be bound thereby (other than any Leases).

"Covered Employee" means an employee of CHI or any of its Subsidiaries as of the date hereof whose duties relate primarily to the operation of any of the Business, including such employees who have been furloughed or are on short-term disability, long-term disability or any other approved leave of absence as of the Closing.

"Credit Bid" has the meaning set forth in Section 2.3.

"<u>Cure Costs</u>" means all amounts payable, and obligations that must be satisfied, in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption of executory Contracts and Leases.

"Debtors' Counsel" means Shapiro Sher Guinot & Sandler, P.A..

"<u>Decree</u>" means any judgment, decree, ruling, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, administrative order or any other order of any Governmental Authority.

"Designated Contracts" has the meaning set forth in Section 2.7(b).

"<u>DIP Financing Agreement</u>" means that certain Senior Secured Multi-Draw Term Promissory Note (as amended, amended and restated, supplemented or otherwise modified from time to time), among the DIP Lender, the Company, as borrower, and the guarantors party thereto.

"DIP Lender" means Salon Holdings (together with its respective successors and assigns).

"<u>DIP Order</u>" means that certain Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtors And Debtors In Possession To Obtain Post-Petition Financing, (II) Authorizing Use Of Cash Collateral, (III) Granting Liens And Super-Priority Claims, (IV) Granting Adequate Protection To Prepetition Lenders, (V) Modifying The Automatic Stay, And (VI) Granting Related Relief [D.I. \_\_\_], as such order has been or may be amended or modified from time to time.

"Disclosure Schedule" has the meaning set forth in Article III.

"<u>Display Merchandise</u>" means those items of inventory used in the ordinary course of business as displays or floor models, including inventory that has been removed from its original packaging for the purpose of putting such item on display, which goods are not otherwise damaged or defective. For the avoidance of doubt, Merchandise created for display and not saleable in the ordinary course of business shall not constitute Display Merchandise.

"Encumbrances" means any claim, community or other marital property interest, condition, equitable interest, right of way, encroachment, servitude, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

"Environmental Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation relating to the protection of the environment or natural resources.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any Person that, at any relevant time, is or was treated as a single employer with any Seller for purposes of IRC § 414.

"Excluded Assets" means the following assets of Sellers as of the Closing, and only the following assets:

(a) all files, books, records and documents prepared in connection with this Agreement or the transactions contemplated hereby or primarily relating to the Bankruptcy Cases, all minute books, corporate records (such as stock registers) and organizational documents of Sellers, Tax Returns, other Tax work papers, and all other

documents not related to the Business, the Salons, the Acquired Assets or the Covered Employees;

- (b) all files, books, records and documents constituting work product of Sellers' legal counsel;
- (c) all files, books, records and documents the disclosure or transfer of which is prohibited by third party agreement or applicable Laws;
  - (d) any Contract that is not a Designated Contract;
  - (e) any Lease that is not an Assumed Lease;
- (f) any Tax refunds, net operating losses, rebates or credits of Sellers and the owners of the Sellers (the "Excluded Tax Assets");
  - (g) prepaid insurance;
- (h) all avoidance actions under chapter 5 of the Bankruptcy Code or any Causes of Action that are not an Acquired Asset;
- (i) any security deposits or pre-paid expenses paid prior to the Closing Date and not associated with the Acquired Assets;
- (j) all insurance policies and binders, all claims, refunds and credits from insurance claims, insurance policies or binders due or to become due with respect to such policies or binders and all rights to proceeds thereof;
- (k) all equipment, tools or assets belonging to employees or independent contractors of the Sellers;
- (l) all shares of capital stock or other equity interests of any Seller and all securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of any Seller or any other Person;
- (m) any contractual obligations of Buyer to indemnify Sellers, Dennis Ratner, Phil Horvath, and Richard Gatti, and pay unpaid payroll and related payment obligations and contributions due from one or more of the Sellers relating to services rendered by employees of the Business from the periods ending March 17, 2020 and March 28, 2020; and
- (n) all assets, properties, rights, interests, and Claims of every kind and description of any Sellers which (A) are not Acquired Assets, (B) are not related to, used, or held for use in, the Business, or (C) are described on <u>Schedule B</u>.

"Excluded Liabilities" means any Liabilities of Sellers, whether existing on the Closing Date or arising thereafter as a result of any act, omission or circumstances taking place prior to the Closing, other than the Assumed Liabilities. Without limiting the foregoing, Buyers shall not

be obligated to assume, and do not assume, and hereby disclaims all the Excluded Liabilities, including the following Liabilities (which shall also be considered Excluded Liabilities) of any of Sellers or of any predecessor of any of Sellers, whether incurred or accrued before or after the Closing:

- (a) any Liability not relating to or arising out of the Business or the Acquired Assets, including any Liability exclusively relating to or primarily arising out of the Excluded Assets;
- (b) any Liability of Sellers for Taxes (except as provided for in <u>Section 2.9</u> and <u>Section 6.4</u>);
- (c) all Liabilities of Sellers under this Agreement or any Related Agreement and the transactions contemplated hereby or thereby;
- (d) any Liability associated with any and all indebtedness including any guarantees of third party obligations and reimbursement obligations to guarantors of Sellers' obligations or under letters of credit of any Seller;
- (e) any Liabilities in respect of any Contracts or Leases that are not Designated Contracts or Assumed Leases, respectively;
- (f) all Liabilities for fees, costs and expenses that have been incurred or that are incurred or owed by Sellers in connection with this Agreement or the administration of the Bankruptcy Cases (including all fees and expenses of professionals engaged by Sellers) and administrative expenses and priority claims accrued through the Closing Date and specified post-closing administrative wind-down expenses of the bankrupt estates pursuant to the Bankruptcy Code (which such amounts shall be paid by Sellers from the proceeds collected in connection with the Excluded Assets) and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the transactions contemplated under this Agreement and each of the other documents delivered in connection herewith, (ii) the negotiation, execution and consummation of the DIP Financing Agreement, and (iii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, "success" fees, change of control payments and any other payment obligations of Sellers payable as a result of the consummation of the transactions contemplated by this Agreement and the documents delivered in connection herewith;
- (g) all Liabilities (i) related to WARN Act, to the extent applicable, with respect to the termination of Sellers' employees, (ii) for any action resulting from Sellers' employees' separation of employment (the "Company Severance Payments"), and (iii) for vacation, sick leave, parental leave, and other paid time accrued by Sellers' employees who are not Transferred Employees (the "Company PTO Payments");
- (h) all Liabilities relating to claims for workers compensation for acts that occurred prior to the Petition Date, including any claims under letters of credit issued by Credit Suisse.

- (i) all Liabilities with respect to the termination of employment of the Company "insiders" (as such term is defined under the Bankruptcy Code);
- (j) all Company Benefit Plans (including all assets, trusts, insurance policies and administration service contracts related thereto);
- (k) all Liabilities with respect to any terminated employees with respect to COBRA;
- (l) all Liabilities of Sellers to its equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise, and any liability of Sellers pursuant to any Affiliate Agreement;
- (m) all Liabilities arising out of or relating to any business or property formerly owned or operated by any of Sellers, any Affiliate or predecessor thereof, but not presently owned and operated by any of Sellers;
- (n) all Liabilities relating to Litigation, claims, actions, suits, arbitrations, litigation matters, proceedings or investigations (in each case whether involving private parties, Governmental Authorities, or otherwise) involving, against, or affecting any Acquired Asset, the Business, the Company or any assets or properties of Sellers, commenced, filed, initiated or threatened before the Closing and relating to facts, events or circumstances arising or occurring before the Closing;
- (o) all Liabilities arising under Environmental Laws relating to facts, events or circumstances arising or occurring before the Closing;
  - (p) accounts payable;
- (q) Liabilities to any employees arising prior to the Closing, except for vacation, sick leave, parental leave and other paid time accrued by Sellers' employees who are Transferred Employees; and
- (r) all Liabilities of Sellers or its predecessors arising out of any contract, agreement, Permit, franchise or claim that is not transferred to a Buyer as part of the Acquired Assets or is not transferred to a Buyer because of any failure to obtain any third-party or governmental consent required for such transfer.

"Expense Reimbursement" has the meaning set forth in Section 5.3(b).

"GAAP" means United States generally accepted accounting principles consistently applied.

"Governmental Authority" means any federal, state, local or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department or other governmental entity.

"Intellectual Property" means any and all intellectual property and other similar proprietary rights, in any jurisdiction in the world (whether arising under statutory or common law, contract, or otherwise), which includes rights pertaining to or arising from: (a) inventions, discoveries, processes, designs, techniques, developments and related improvements whether or not patentable; (b) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing; (c) trademarks (whether registered, unregistered or pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law but subject to Section 6.1(d)) any applications or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing; (d) work specifications, databases and artwork; (e) technical, scientific and other know-how and information (including promotional material and tech packs and blocks), trade secrets, confidential information, methods, processes, practices, formulas, designs, patterns, assembly procedures, specifications; (f) rights associated with works of authorship including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, rights existing under any copyright laws and rights to prepare derivative works; (g) work for hire; (h) the name "Hair Cuttery, BUBBLES and Salon Cielo" or any derivations thereof, (i) customer lists and databases, websites, social media sites and accounts (including the content contained therein, user names and passwords), diagrams, drawings, domain names, and all advertising and marketing materials and collateral (including all physical, digital, or electronic imagery and design files), samples, product catalogs, product designs and specifications (including tech specifications) vendor and merchandise supplier data and information, (i) computer software and firmware, including data files, source code, object code and software-related specifications and documentation, (k) all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, and other records; (1) financial, marketing and business data, pricing and cost information, business and marketing plans and other information, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files in whatever media retained or stored, including computer programs and disks, (m) the right to sue for infringement and other remedies against infringement of any of the foregoing, and (n) rights to protection of interests in the foregoing under the laws of all jurisdictions.

"Intellectual Property Licenses" means (i) any grant to a third Person of any right to use any Intellectual Property owned by Sellers and (ii) any grant to Sellers of a right to use a third Person's Intellectual Property rights (other than off-the-shelf software for which Company pays less than five thousand Dollars (\$5,000) in licensing or other fees per software title per annum).

"Inventory" means all of Sellers' inventory and goods now owned or hereinafter acquired, wherever located, relating to the Business, including all inventory and goods that (a) are leased by Sellers as lessor, (b) are held by Sellers for sale or lease or to be furnished by Sellers under a

Contract of service, or (c) consist of raw materials, work in process, finished goods, supplies, or material used or consumed in connection with the Business maintained or held by, stored by or on behalf of, or in transit to, any of Sellers.

"IRC" means the Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"Knowledge" of Sellers or the Company (and other words of similar import) means the actual knowledge of Phil Horvath and/or Richard Gatti.

"Landlord" means the landlord of real property under any of the Sellers' Leases.

"<u>Law</u>" means any constitution applicable to, and any statute, treaty, code, rule, regulation, ordinance or requirement of any kind of, any Governmental Authority.

"<u>Leases</u>" means all leases, subleases, licenses, concessions, options, contracts, extension letters, easements, reciprocal easements, assignments, termination agreements, subordination agreements, nondisturbance agreements, estoppel certificates and other agreements (written or oral), and any amendments or supplements to the foregoing, and recorded memoranda of any of the foregoing, pursuant to which any Seller holds any leasehold or subleasehold estates and other rights in respect of any Salon.

"<u>Liability</u>" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

"Lien" means any lien (statutory or otherwise), Claim, Encumbrance, deed of trust, right of first offer, easement, servitude, transfer restriction under any shareholder or similar agreement, mortgage, pledge, lien, charge, security interest, option, right of first refusal, easement, security agreement or other encumbrance or restriction on the use or transfer of any property, hypothecation, license, preference, priority, covenant, right of recovery, order of any Governmental Authority, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any leasehold interest, license or other right, in favor of a third party or a Seller, to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown; provided, however, that "Lien" shall not be deemed to include any license of Intellectual Property.

"<u>Litigation</u>" means any action, cause of action, suit, claim, investigation, audit, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity and whether before any Governmental Authority.

"Material Adverse Effect" means any effect, condition, fact, circumstance or change that has, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition of the Acquired Assets, taken as a whole, other than any effects, circumstances or changes to the extent arising from or related to: (a) general business or economic conditions in any of the geographical areas in which the Salons operate; (b) any condition or occurrence affecting salons or the salon industry generally; (c) national or international political or social conditions, including the engagement by any country in hostilities, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (d) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (e) the occurrence of any act of God or other calamity or force majeure events (whether or not declared as such), including any strike, labor dispute, civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event; (f) changes in Law or accounting rules (including GAAP); (g) the taking of any action required or permitted by this Agreement or any Related Agreement or taken (or omitted to be taken) with the consent of the other Party (other than any action taken pursuant to Section 5.2(a)); (h) any effects or changes as a result of the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with Sellers; (i) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code; (j) the closing of any shops not acquired by Buyers or the sale of any other assets or shops to any third parties by any Seller or any of its Affiliates; (k) any effects or changes arising from or related to the breach of the Agreement by Buyers; (1) the failure of Sellers to obtain any consent, permit, authorization, waiver or approval required in connection with the transactions contemplated hereby; (m) any items set forth in the Disclosure Schedule; or (n) any effect resulting from the filing or pendency of the Bankruptcy Cases; provided, however that global coronavirus 2019-2020 pandemic, business restrictions related thereto, and Shelter-in-Place Laws shall not be considered a Material Adverse Effect, it being recognized that Sellers' salons will likely be closed for the entirety of the period through the Closing Date.

"Merchandise" shall mean (A) all finished goods inventory that is owned by the Company and located at the Salons as of the Closing Date; (B) any Merchandise located at a distribution center; and (C) the Display Merchandise.

"Obligations" shall mean all obligations under the DIP Financing Agreement and the Prepetition Senior Secured Debt.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice from the date of the filing of the Bankruptcy Cases, but subject, however, to (x) changes arising or resulting from the filing or pendency of the Bankruptcy Cases and (y) the "going out of business sales" contemplated as of the date hereof.

"Outside Back-up Date" has the meaning set forth in Section 5.3(e).

"Overbid Protection" has the meaning set forth in Section 5.3(b).

"Owned Intellectual Property" means all Intellectual Property owned or purported to be owned by Sellers.

"Parties" has the meaning set forth in the preamble.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance or similar right obtained from any Governmental Authority.

"Permitted Lien" means (a) Liens for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings and arising or incurred in the Ordinary Course of Business; (b) mechanic's, workmen's, repairmen's, warehousemen's, carrier's or other similar Liens, including all statutory liens, arising or incurred in the Ordinary Course of Business for amounts which are not delinquent and which are not, individually or in the aggregate, material to the business of Sellers; (c) with respect to leased or licensed real or personal property, the terms and conditions of the lease, license, sublease or other occupancy agreement applicable thereto which are customary; (d) with respect to real property, usual and customary zoning, building codes and other land use laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property; (e) usual and customary easements, covenants, conditions, restrictions and other similar matters affecting title to real property and other encroachments and title and survey defects provided that they do not materially detract from the property.

"<u>Person</u>" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Authority or any group of any of the foregoing.

"Petition Date" has the meaning set forth in the recitals.

"Prepetition Lenders" means Salon Holdings.

"Prepetition Senior Secured Debt" means Third Amended and Restated Credit Agreement, effective as of November 15, 2017, by and among Creative Hairdressers, Inc. ("Borrower"), each lender from time to time party thereto (collectively, the "Lenders") and the Prepetition Lender (as successor to Manufacturers and Traders Trust Company), as amended from time to time, along with all ancillary loan documents.

"Prevailing Bidder" has the meaning set forth in Section 5.3(e).

"Purchase Price" has the meaning set forth in Section 2.3.

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement.

"Representative" means, when used with respect to a Person, the Person's controlled and controlling Affiliates (including Subsidiaries) and such Person's and any of the foregoing Person's respective officers, directors, managers, members, shareholders, partners, employees, agents, representatives, advisors (including financial advisors, bankers, consultants, legal counsel and accountants) and financing sources.

"Requesting Party" has the meaning set forth in Section 6.2.

"Returned Merchandise" means goods sold by Sellers prior to the Closing Date and returned by a customer prior to the Closing Date in compliance with Sellers' return policy.

"Sale Hearing" means the hearing for approval of, among other things, this Agreement and the transactions contemplated herein.

"Sale Order" means the sale order or orders in form and substance reasonably agreed by Salon Holdings and Sellers.

"Salon Cash Amount" means Sellers' cash located at the Salons as of the Closing Date.

"Salon Holdings" has the meaning set forth in the preamble.

"Salons" has the meaning set forth in Section 3.6.

"Seller Proration Amount" has the meaning set forth in Section 2.6.

"Sellers" has the meaning set forth in the preamble.

"Shelter-in-Place Law" means any federal, state, local or foreign law, statute, code, ordinance, rule, regulation, order, or guideline restricting business operations in connection with the global coronavirus 2019 pandemic.

"Subsidiary" means, with respect to any Person, means, on any date, any Person (a) the accounts of which would be consolidated with and into those of the applicable Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date or (b) of which securities or other ownership interests representing more than fifty percent of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests or more than fifty percent of the profits or losses of which are, as of such date, owned, controlled or held by the applicable Person or one or more subsidiaries of such Person.

"Tax" or "Taxes" means any United States federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, stamp, occupation, premium, windfall profits, environmental (including taxes under section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether disputed or not.

"<u>Tax Return</u>" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Termination Date" has the meaning set forth in Section 8.1(b)(ii).

"Total Consideration" has the meaning set forth in Section 2.3.

"<u>Transfer Tax</u>" has the meaning set forth in <u>Section 6.4</u>.

<u>"Transition Services Agreement" means the Transition Services Agreement between</u>
Buyers and Sellers to provide certain transition services following the Closing Date.

"Transferred Employee" has the meaning set forth in Section 6.3(a).

"WARN Act" means, collectively, the Worker Adjustment and Retraining Notification Act of 1989 and any similar state or local law.

"<u>Wind-Down</u>" means any and all post-closing actions to be taken for the administrative wind-down of the bankruptcy estate pursuant to the Bankruptcy Code, including but not limited to the preparation, solicitation and confirmation of a plan of liquidation under chapter 11 of the Bankruptcy Code.

#### Section 1.2 <u>Interpretations</u>. Unless otherwise indicated herein to the contrary:

- (a) When a reference is made in this Agreement to an Article, Section, Exhibit, Schedule, clause or subclause, such reference shall be to an Article, Section, Exhibit, Schedule, clause or subclause of this Agreement.
- (b) The words "include," "includes" or "including" and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words "without limitation."
- (c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (d) The word "if" and other words of similar import shall be deemed, in each case, to be followed by the phrase "and only if."
  - (e) The use of "or" herein is not intended to be exclusive.
- (f) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa.
- (g) All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein.

- (h) References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.
  - (i) Any reference herein to "Dollars" or "\$" shall mean United States dollars.
- (j) Each Buyer acknowledges and agrees that the specification of any dollar amount in the representations, warranties or covenants contained in this Agreement is not intended to imply that such amounts or higher or lower amounts are or are not material, and each Buyer shall not use the fact of the setting of such amounts in any dispute or controversy between the Parties as to whether any obligation, item, or matter is or is not material
- (k) References in this Agreement to materials or information "furnished to Buyer" and other phrases of similar import include all materials or information made available to Salon Holdings or its Representatives in the data room prepared by Sellers or provided to Salon Holdings or its Representatives in response to requests for materials or information.

#### ARTICLE II PURCHASE AND SALE

- Section 2.1 <u>Purchase and Sale of Assets</u>. On the terms and subject to the conditions set forth in this Agreement, Buyers will purchase and acquire from Sellers, and Sellers will sell, transfer, assign, convey and deliver to Buyers at the Closing all of the Acquired Assets.
- Section 2.2 <u>Assumed Liabilities</u>. On the terms and subject to the conditions set forth in this Agreement, Buyers will assume and become responsible for the Assumed Liabilities at the Closing. The applicable Buyer agrees to pay, perform, honor and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof, including paying all Cure Costs. For the avoidance of doubt, Sellers shall not be liable for, and shall have no obligation to pay or cause to be paid, any Cure Costs.

Section 2.3 <u>Consideration; Deposit</u>. The consideration for the Acquired Assets (the "<u>Total Consideration</u>") shall be (i) the Assumed Liabilities, (ii) the credit bid in an amount equal to 90% of the Obligations (as defined in the DIP Financing Agreement) (the "Credit Bid") (as an offset against, and reduction in the amount of Sellers' debt in respect of such Obligations under the DIP Financing Agreement, pursuant to Section 363(k) of the Bankruptcy Code), and (iii) the amount, \$100,000, paid in cash, equal to the amount set forth into fund the Wind Down Budget (such amountamounts, together with the amount of the Senior DIP NM Term Loan Obligations and the Credit Bid, the "*Purchase Price*"); provided, however, that Purchaser reserves the right to increase the Purchase Price, subject to the Bidding Procedures Order and applicable Law. Notwithstanding the foregoing, the Buyer further agrees to waive any unsecured claims in the Bankruptcy Cases.

Section 2.4 <u>Closing</u>. The closing of the transactions contemplated by this Agreement (the "<u>Closing</u>") shall take place at the offices of DLA Piper LLP (US), 6225 Smith Avenue, Baltimore, MD. 21209 (or such other location as shall be mutually agreed upon by Sellers and Buyer) commencing at 10:00 AM local time on <u>May \_\_\_,June 1</u>, 2020, subject to the prior or simultaneous satisfaction or waiver all of the conditions to the obligations of Sellers and Buyer to consummate the transactions contemplated hereby set forth in <u>Article VII</u>, or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto. The date on which the Closing is to occur shall be referred to herein as the "<u>Closing Date</u>".

# Section 2.5 <u>Closing Payments and Deliveries</u>.

- (a) At the Closing, the applicable Seller will deliver to the applicable Buyer: (i) a duly executed Bill of Sale, each substantially in the form of Exhibit A (the "Bill of Sale"); (ii) a duly executed Assignment and Assumption Agreement, each substantially in the form of Exhibit B (the "Assignment and Assumption Agreement"); (iii) a duly executed certificate from an officer of each Seller to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) is satisfied; and (iv) a non-foreign affidavit from each Seller that is organized in or under the Laws of the United States or any state thereof, dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under Treasury Regulations issued pursuant to section 1445 of the IRC.
- (b) At the Closing, the applicable Buyer will deliver to the applicable Seller: (i) the Bill of Sale duly executed by such applicable Buyer; (ii) the Assignment and Assumption Agreement duly executed by such applicable Buyer; (iii) the Transition Services Agreement; and (iii) a duly executed certificate from an officer of such applicable Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) are satisfied.

#### Section 2.6 <u>RESERVED</u>.

Section 2.7 Assumption/Rejection of Certain Contracts and Leases.

- (a) Schedule 2.7(a) sets forth a list or reference, as of the date hereof, of all executory Contracts and unexpired Leases to which any Seller is a party and which have post-Closing obligations exceeding \$5,000.
- From and after the date hereof until the earlier of (x) one Business Day (b) prior to the Sale Hearing or (y) three Business Days prior to the Closing, Salon Holdings may, in its sole discretion, (i) designate a Contract listed or referenced on Schedule 2.7(a) for assumption and assignment to the applicable Buyer in accordance with Section 2.1 and Section 2.2 or as otherwise determined by Salon Holdings, effective on and as of the Closing (such Contracts, the "Designated Contracts"), (ii) designate a Lease listed or referenced on Schedule 2.7(a) for assumption and assignment to the applicable Buyer in accordance with Section 2.1 and Section 2.2 or as otherwise determined by Salon Holdings, effective on and as of the Closing, including, but not limited to, any amendment or modification that may contain lease concessions (such Leases, the "Assumed Leases"), or (iii) designate any Contract or Lease listed or referenced on Schedule 2.7(a) for rejection. The Designated Contracts and Assumed Leases as of the date hereof are set forth on Schedule 2.7(b) hereto, which will be supplemented as additional Leases and Contracts are designated for assumption and assignment or rejection prior to the conclusion of the Auction, if any, as set forth in this Section 2.7(b); provided that that if no Auction is held, Schedule 2.7(b) may be supplemented as additional Leases and Contracts are designated for assumption and assignment or rejection until the earlier of (x) one Business Day prior to the Sale Hearing or (y) three Business Days prior to the Closing.
- (c) Sellers shall take all actions reasonably required to assume and assign the Designated Contracts and Assumed Leases to the applicable Buyer, including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to the applicable Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.
- (d) Buyers shall take all actions reasonably required for Sellers to assume and assign the Designated Contracts and Assumed Leases to the applicable Buyer (including the payment of the Cure Costs), including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to Buyers satisfies all applicable requirements of section 365 of the Bankruptcy Code.
- (e) Buyers shall have the right to designate that any Acquired Asset be assigned to an affiliate of Buyers and any Designated Contract or Assumed Lease be assumed and assigned to an affiliate of Buyers.

Section 2.8 <u>Allocation</u>. Buyers and Sellers agree to allocate the Purchase Price (as finally determined hereunder), the Assumed Liabilities, and all other relevant items among the Acquired Assets in accordance with section 1060 of the IRC and the Treasury Regulations thereunder.

Section 2.9 Removal of Excluded Assets. Subject to applicable law, including applicable Shelter-in-Place Laws and as promptly as practicable following the Closing Date (and in any event within ten (10) Business Days of later of (x) the Closing or (y) repeal of applicable Shelter-in-Place Laws), Sellers shall remove at their expense all of the Excluded Assets that are located at the Salons and, if requested by Sellers, Buyer shall arrange transportation of such Excluded Assets to a location designated by Sellers at Sellers' expense.

# ARTICLE III SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers represent and warrant to Buyers that the statements contained in this <u>Article III</u> are true and correct as of the date of this Agreement, except as set forth in the disclosure schedule accompanying this Agreement (the "<u>Disclosure Schedule</u>"). For the avoidance of doubt, any reference in this Article III to "Sellers" or "Seller" shall include any predecessors of any Seller.

Section 3.1 <u>Organization of Sellers; Good Standing.</u> Each Seller is either a corporation duly organized or a limited liability company duly formed, validly existing, and in good standing under the laws of the state of its incorporation or formation and has, subject to the necessary authority from the Bankruptcy Court, all requisite corporate or company power and authority to own, lease, and operate its assets and to carry on its business as now being conducted, except where the failure to be so organized or formed, existing, or in good standing or have such power and authority would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 <u>Authorization of Transaction</u>. Subject to the Bankruptcy Court's entry of the Sale Order, each Seller has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby to which each Seller is a party have been duly authorized by such Seller. Upon due execution hereof by each Seller, this Agreement (assuming due authorization and delivery by Buyers) shall constitute, subject to the Bankruptcy Court's entry of the Sale Order, the valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity.

Section 3.3 <u>Noncontravention; Government Filings</u>. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in <u>Article II</u>), will (a) conflict with or result in a breach of the organizational documents of any Seller, (b) subject to the entry of the Sale Order, violate any Law or Decree to which any Seller is subject in respect of the Acquired Assets, or (c) subject to the entry of the Sale Order, result in a breach of, constitute a default

under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any material Contract or Lease to which any Seller is a party or to which any of the Acquired Assets is subject, except, in the case of either clause (b) or (c), for such conflicts, violations, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Other than as required by, or pursuant to, the Bankruptcy Code, the Bidding Procedures Order or the Sale Order, no Seller is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially impair or delay any Seller's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 3.4 <u>Title to Assets</u>. At the Closing, subject to any Permitted Liens, Sellers will have good and valid title to, or the right to use, the Acquired Assets, except to the extent the failure to have such title or right to use would not reasonably be expected to have a Material Adverse Effect. Pursuant to the Sale Order, Sellers will convey such title to or rights to use, all of the tangible Acquired Assets, free and clear of all Liens (other than Permitted Liens).

Section 3.5 <u>Designated Contracts</u>. True and materially complete copies of all Contracts and Leases set forth on <u>Schedule 2.7(a)</u> have been made available to Salon Holdings in the data room prepared by Sellers.

Section 3.6 Real Property. Sellers do not have any title interest in real property which is related to, used, useful or held for use in the conduct of the Business. Schedule 3.6 of the Disclosure Schedule sets forth the location of each of the operating hair salons identified by name (Hair Cuttery, BUBBLES or Salon Cielo (each, a "Salon", and collectively, the "Salons"), each of which is leased to a Seller by a third party, and a list of all Leases. The total number of operating salons related to the Business is approximately 797, all of which presently are closed due to Shelter-in-Place Laws. Sellers have made available to Salon Holdings a true and materially complete copy of each Lease. With respect to each Lease, (a) assuming due authorization and delivery by the other party thereto, such Lease constitutes the valid and legally binding obligation of the Seller party thereto and, to Sellers' Knowledge, the counterparty thereto, enforceable against such Seller and, to Sellers' Knowledge, the counterparty thereto in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity, and (b) neither such Seller nor, to Sellers' Knowledge, the counterparty thereto is in breach or default under such Lease, except (i) for those defaults that will be cured in accordance with the Sale Order or waived in accordance with section 365 of the Bankruptcy Code (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Leases) or (ii) to the extent such breach or default would not reasonably be expected to have a Material Adverse Effect.

Section 3.7 <u>Litigation; Decrees</u>. Except as set forth in <u>Schedule 3.7</u> of the Disclosure Schedule and other than the Bankruptcy Cases, there is no material Litigation pending against the Sellers, jointly or individually. Other than the Bankruptcy Cases, no Seller is subject

to any outstanding Decree that would (x) reasonably be expected to have a Material Adverse Effect or (y) prevent or materially delay such Seller's ability to consummate the transactions contemplated hereby or perform in any material respect its obligations hereunder.

Section 3.8 <u>Labor Relations</u>. Except as set forth in <u>Schedule 3.8</u> of the Disclosure Schedule:

- (a) No Seller is a party to or bound by any collective bargaining agreement. To Sellers' Knowledge, no union or other labor organization; (i) is currently attempting to organize any employees of the Company for the purpose of representation; or (ii) has demanded recognition or filed any petition seeking certification.
- (b) Sellers have made available to Buyers in the data room a true, correct and complete list, as of the date of this Agreement, of all employees of the Company and identifies the job title, work location, date of hire, exempt or non-exempt status, employment status (whether active or on leave of absence), part-time or full-time, annual base salary or regular hourly wage rate, and bonus or commission entitlement for each such employee, as well as whether such employee is on leave and the date of such leave.
- (c) Except as set forth in Schedule 3.8(c) of the Disclosure Schedule, to Sellers' Knowledge, there is no charge or complaint of discrimination or retaliation, lawsuit, governmental investigation or audit or other similar proceeding pending or threatened against the Company by, on behalf of or relating to any employee(s) of the Company.

Section 3.9 <u>Brokers' Fees</u>. Except as set forth in Schedule 3.9 of the Disclosure Schedule, no Seller has entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which any Buyer could become liable or obligated to pay.

# Section 3.10 <u>Taxes</u>.

- (a) Except as set forth in Schedule 3.10 of the Disclosure Schedule and for matters that would not be reasonably expected to have a Material Adverse Effect, and except those Taxes for which the Sellers will seek authority from the Bankruptcy Court to pay (i) Sellers have timely filed all Tax Returns required to be filed with the appropriate Governmental Authorities in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted or to be obtained on behalf of Sellers); (ii) all Taxes shown as due on such Tax Returns have been paid (other than any Taxes not due as of the date of the filing of the Bankruptcy Cases as to which subsequent payment was prohibited by reason of the Bankruptcy Cases); (iii) Sellers are not a party to any Litigation by any taxing authority; and (iv) there are no pending or, to Seller's Knowledge, threatened Litigation by any taxing authority.
- (b) Sellers are not foreign persons within the meaning of section 1445 of the IRC.

#### Section 3.11 RESERVED.

# Section 3.12 Employee Benefits.

- (a) Schedule 3.12(a) of the Disclosure Schedule lists all "employee benefit plans," as defined in section 3(3) of ERISA, including any multiemployer plans as defined in section 3(37) of ERISA, and all other material employee benefit plans or arrangements (other than governmental plans and statutorily required benefit arrangements), including bonus or incentive plans, deferred compensation arrangements, severance pay, sick leave, vacation pay, disability, medical insurance and life insurance maintained or contributed to by Sellers with respect to Covered Employees (the "Company Benefit Plans").
- (b) The Company has delivered or made available to Salon Holdings true, correct and materially complete copies of the following documents with respect to each Company Benefit Plan: (i) each Company Benefit Plan (and all amendments thereto), and in the case of an unwritten Company Benefit Plan, a written description thereof, and any trust agreement, investment management contract, custodial agreement or insurance contract relating to such plan, (ii) the most recent summary plan description and all summaries of material modifications thereto, and (iii) the most recently filed annual reports on Form 5500 and all Schedules thereto.
- (c) Each of the Company Benefit Plans sponsored by Sellers that is intended to qualify under section 401 of the IRC has been determined by the IRS to be so qualified, and, except as disclosed on Schedule 3.12(c) of the Disclosure Schedule, to the Knowledge of Sellers, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination.
- (d) To Sellers' Knowledge, each of the Company Benefit Plans has been maintained, in all material respects, in accordance with its terms and all provisions of applicable Law.
- (e) No Company Benefit Plan is a "multiemployer plan" (as defined in section 3(37) of ERISA) ("<u>Multiemployer Plan</u>") or other pension plan that is subject to Title IV or Section 302 of ERISA or Section 412 of the Code and neither the Company nor any of its ERISA Affiliates has sponsored or contributed to or been required to contribute to a Multiemployer Plan or other pension plan subject to Title IV or Section 302 of ERISA or Section 412 of the Code at any time within the previous six years. Neither the Company nor any of its ERISA Affiliates has any liability (contingent or otherwise) relating to the withdrawal or partial withdrawal from a Multiemployer Plan.
- (f) No Company Benefit Plan provides benefits, including death or medical benefits, beyond termination of service or retirement other than (i) coverage mandated by Law, including but not limited to COBRA coverage, or (ii) death or retirement benefits under a Company Benefit Plan qualified under Section 401(a) of the Code, and neither

the Company nor any of its ERISA Affiliates has made a written or oral representation promising the same.

(g) With respect to each Company Benefit Plan providing termination or retirement benefits that is subject to the laws of a jurisdiction outside of the United States, or covering any Person residing or primarily working outside the United States, (i) to Sellers' Knowledge, each such Company Benefit Plan complies in all material respects with all applicable Laws; and (ii) each such Company Benefit Plan that is required to be registered with a Governmental Authority is so registered.

# Section 3.13 <u>Intellectual Property</u>.

- (a) The Company or another Seller owns or possesses sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others, including prior employees or consultants, with which any of them may be affiliated now or may have been affiliated in the past.
- (b) The Company or another Seller is the sole and unrestricted legal and beneficial owner of all Owned Intellectual Property, and no Owned Intellectual Property will at the Closing be subject to any Liens, adverse claims, any requirement of any past (if outstanding), present or future royalty payments or otherwise encumbered or restricted by any rights of any third party, other than Permitted Liens. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby will not result in the loss, forfeiture, termination, license or impairment of, or give rise to any obligation to transfer or to create, change or abolish, or limit, terminate or consent to the continued use of any material Company Intellectual Property.
- (c) Sellers, as a practice, have taken commercially reasonable and appropriate steps to protect, maintain and preserve the confidentiality of any trade secrets included in the Owned Intellectual Property.

# Section 3.14 <u>Compliance with Laws; Permits</u>.

- (a) Sellers are in compliance with all Laws applicable to the Business, except as set forth in Section 3.14 of the Disclosure Schedule, as resulting from the filing and pendency of the Bankruptcy Cases or where the failure to be in compliance would not be reasonably expected to have a Material Adverse Effect. Sellers have not received any written notice of or been charged with the violation of any Laws, except where such violation would not be reasonably expected to have a Material Adverse Effect.
- (b) Sellers have all Permits which are required for the operation of the Business as presently conducted, except where such failure to have Permit would not be reasonably be expected to have a Material Adverse Effect. Sellers are not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which they are parties, except where such default or violation would not be reasonably expected to have a Material Adverse Effect.

Section 3.15 <u>Environmental Matters</u>. The representations and warranties contained in this <u>Section 3.15</u> are the sole and exclusive representations and warranties of Sellers with respect to environmental matters, including matters relating to Environmental Laws. Except as would not be reasonably likely to have a Material Adverse Effect:

- (a) the operations of Sellers are in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all Permits issued pursuant to Environmental Laws necessary to operate the Business;
- (b) no Seller is the subject of any outstanding Litigation with any Governmental Authority with respect to Environmental Laws;
- (c) no Seller is the subject of any pending, or to the Knowledge of Sellers, threatened Litigation alleging that Sellers may (i) be in violation of any Environmental Law, or any Permit issued pursuant to Environmental Law, or (ii) have any liability under any Environmental Law; and
- (d) to the Knowledge of Sellers, there are no pending or threatened investigations of Sellers, or currently or previously owned, operated or leased property of Sellers, which would reasonably be expected to result in Sellers or their Subsidiaries incurring liability pursuant to any Environmental Law.

Section 3.16 Related Party Transactions. Except as set forth on Schedule 3.16 of the Disclosure Schedule and other than the Company Benefit Plans, no officer, director or executive committee member of any Seller or any member of their immediate family or any Affiliate of the Company or such Seller (a) is a party to any Contract or Lease set forth on Schedule 2.7(b) of the Disclosure Schedule or has any material business arrangement with, or has any material financial obligations to or is owed any financial obligations from, the Company or any actual competitor, vendor or licensor of the Company (each such Contract, Lease or business arrangement, an "Affiliate Agreement"), (b) to the Knowledge of Sellers, none of the foregoing Persons have any cause of action or other claim whatsoever against or related to the Business or the Acquired Assets, and (c) to the Knowledge of Sellers, the Company does not have any direct or indirect business arrangement with or financial obligation to the foregoing Persons.

Section 3.17 Financial Statements. True, correct and complete copies of (a) the consolidated balance sheets and statements of operations and comprehensive income, stockholders' equity and cash flow of the Company as of and for the years ended December 31, 2018 and December 31, 2019 (the "Yearly Financial Statements") and (b) an unaudited consolidated balance sheets and statements of operations and comprehensive loss, cash flow and stockholders' equity of the Company as of and for the three month period ended March 31, 2020 (such date being the "Interim Balance Sheet Date") (the "Interim Financial Statements" and, together with Yearly Financial Statements, the "Financial Statements") have been provided to Salon Holdings. The Financial Statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Company as of the dates and for the periods indicated in such Financial Statements, have been prepared in accordance with the books of account and other financial records of the Company and have been prepared in conformity with

GAAP (except, in the case of the Interim Financial Statements, for the absence of footnotes and other presentation items and for normal year-end adjustments that are not material individually or in the aggregate).

Section 3.18 <u>Inventory</u>. The Inventory as a whole is of a quantity and quality historically useable or saleable in the conduct of the Business since the filing of the Bankruptcy Cases, except in respect to Inventory that would have been discarded in normal course after the date upon which the salons ceased operations. All Inventory is free from defects in materials and workmanship (normal wear and tear excepted), except as would not have a Material Adverse Effect.

Section 3.19 <u>Sufficiency of Assets</u>. The Acquired Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted since the filing of the Bankruptcy Cases and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted immediately prior to the date hereof.

# ARTICLE IV BUYERS' REPRESENTATIONS AND WARRANTIES

Buyers represent and warrant to each Seller that the statements contained in this <u>Article IV</u> are true and correct as of the date of this Agreement.

Section 4.1 <u>Organization of Buyer; Good Standing</u>. Salon Holdings is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now being conducted. Each Buyer other than Salon Holdings is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite company power and authority to own, lease and operate its assets and to carry on its business as now being conducted

Section 4.2 <u>Authorization of Transaction</u>. Each Buyer has full power and authority (including full company power and authority) to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby to which a Buyer is a party have been duly authorized by such Buyer. This Agreement (assuming due authorization and delivery by Sellers) constitutes the valid and legally binding obligation of each Buyer, enforceable against each Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and general principles of equity.

Section 4.3 <u>Noncontravention</u>. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in <u>Article II</u>) will (a) conflict with or result in a breach of the certificate of incorporation or bylaws, certificate of formation or operating agreement, or other organizational documents, as applicable, of such Buyer, (b) violate any law or Decree to which Buyer is, or its assets or properties are, subject or (c) conflict with, result in a breach of,

constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract or Lease to which a Buyer is a party or by which it is bound, except, in the case of either clause (b) or (c), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a material adverse effect on Buyer. No Buyer is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, prevent or materially impair or delay any Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.4 <u>Litigation; Decrees</u>. There is no Litigation pending or, to Salon Holdings' knowledge, threatened in writing that challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby. Neither Salon Holdings nor any other Buyer is subject to any outstanding Decree that would prevent or materially impair or delay any Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.5 <u>Brokers' Fees</u>. No Buyer has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Sellers or any of their Affiliates could become liable or obligated to pay.

Section 4.6 <u>Sufficient Funds; Adequate Assurances</u>. Salon Holdings has and will have at the Closing immediately available funds sufficient for the satisfaction of all of its obligations under this Agreement, including the payment of the Purchase Price, the Cure Costs and all fees, expenses of and other amounts required to be paid by Buyer in connection with the transactions contemplated hereby. Each Buyer is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Designated Contracts and Assumed Leases and the related Assumed Liabilities.

## ARTICLE V PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 <u>Efforts; Cooperation</u>. Upon the terms and subject to the conditions set forth in this Agreement (including <u>Section 5.4(a)</u>), each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things reasonably necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, except as otherwise specifically provided in <u>Section 5.4</u>. Without limiting the generality of the foregoing, (i) each Seller shall use its commercially reasonable efforts to cause the conditions set forth in <u>Section 7.1</u> that are within its control or influence to be satisfied or fulfilled, and (ii) each Buyer shall use its commercially

reasonable efforts to cause the conditions set forth in <u>Section 7.2</u> that are within its control or influence to be satisfied or fulfilled.

# Section 5.2 <u>Conduct of the Business Pending the Closing.</u>

- During the period prior to the Closing, Sellers shall use commercially reasonable efforts, except as otherwise required, authorized or restricted by applicable Law (including applicable Shelter-in-Place Laws), pursuant to the Bankruptcy Code or pursuant to a Decree of the Bankruptcy Court, to operate the Business in the Ordinary Course of Business. Sellers shall use commercially reasonable efforts to, except as related to or the result of the filing or pendency of the Bankruptcy Cases, (A) preserve intact their business organizations, (B) maintain the Business and the Acquired Assets (normal wear and tear excepted and recognizing the impact of the Shelter-in-Place Laws), (C) keep available the services of its officers and Covered Employees, (D) maintain satisfactory relationships with licensors, licensees, suppliers, contractors, distributors, consultants, vendors, and others having business relationships with Sellers in connection with the operation of the Business (other than payment of pre-petition claims), and (E) subject to the requirements of the Shelter-in-Place Laws, continue to operate the Business and Acquired Assets in all material respects in compliance with all Laws applicable to the Business and Sellers consistent with past practice in place immediately prior to the Petition Date.
- (b) Except (i) any and all matters as may be approved by the Bankruptcy Court, (ii) as required by applicable Law (including applicable Shelter-in-Place Laws) or by Decree of the Bankruptcy Court, (iii) as otherwise contemplated by this Agreement, or (iv) with the prior written consent of Salon Holdings (which consent shall not be unreasonably withheld, conditioned or delayed), no Seller shall, solely as it relates to the Business:
  - (i) other than in the Ordinary Course of Business, (A) materially increase the annual level of compensation of any Covered Employee or (B) materially increase or decrease the coverage or benefits available under any (or create any new) Employee Benefit Plan;
  - (ii) subject any of the Acquired Assets to any Lien, except for Permitted Liens and any Lien securing any debtor in possession loan facility or granted in an order authorizing use of cash collateral;
  - (iii) terminate, amend, or fail to renew, obtain, or preserve any material Permit;
    - (iv) make any material loans or material advances;
  - (v) enter into any Contract that limits or restricts the conduct or operations of the business of the Company;

- (vi) incur, create, assume, guarantee, or become liable for any indebtedness, other than trade debt and other indebtedness incurred in the Ordinary Course of Business;
- (vii) except as previously disclosed to or known by Salon Holdings, materially modify, amend, supplement, or terminate any Contract or Lease set forth on Schedule 2.7(a);
- (viii) fail to maintain in full force and effect any filings necessary to maintain the Owned Intellectual Property, other than in the Ordinary Course of Business;
- (ix) write up, write down, or write off the book value of any assets other than in the Ordinary Course of Business;
- (x) engage any new employee whose annual base salary would exceed ten thousand Dollars (\$10,000);
  - (xi) reject any Contracts or Leases;
- (xii) seek to accelerate the receipt of any royalty payments or licensing receivables generated by the Business, by way of discount or otherwise;
- (xiii) terminate any Covered Employee unless such termination is for "cause"; or
  - (xiv) agree to do anything prohibited by this Section 5.2.

## Section 5.3 Bankruptcy Court Matters.

- (a) No later than April \_\_\_\_,23, 2020, Sellers shall file with the Bankruptcy Court an application or motion seeking approval of (i) the Bidding Procedures Order (ii) the form of this Agreement and Sellers' authority to enter into this Agreement and (iii) the Bid Protections (as defined below) (the "Bidding Procedures Motion").
- (b) If this Agreement is terminated pursuant to Section 8.1(e)(i), Salon Holdings shall be entitled to the reimbursement of, and Sellers shall promptly reimburse Salon Holdings in immediately available funds for, its actual, reasonable and documented actual and necessary out-of-pocket fees and expenses in connection with the transaction contemplated hereby (the "Expense Reimbursement" or the "Bid Protections") in an amount, collectively of three hundred thousand Dollars (\$300,000). The payment of the Expense Reimbursement shall be subordinate to the payment of the Company's professional fees, as approved by the Bankruptcy Court. In addition, the Bidding Procedures Order shall provide for an initial overbid protection in the amount of two hundred fifty thousand Dollars (\$250,000) over and above the aggregate of the Purchase Price and the Bid Protections and minimum bid increments thereafter of one hundred thousand Dollars (\$100,000) (the "Overbid Protection"). The obligations of Sellers to pay the Bid Protections (i) shall, subject to the provisions of the DIP Order, be entitled to administrative expense claim status under Sections 503(b)(1)(A) and 507(a)(2) of the

Bankruptcy Code, (ii) shall not be subordinate to any other administrative expense claim against Sellers, other than as provided in the DIP Order or any adequate protection order in existence at the time the Expense Reimbursement is approved, and (iii) shall survive the termination of this Agreement in accordance with <u>Section 8.2</u>. The Bidding Procedures Order shall approve the Bid Protections as set forth in this paragraph.

- (c) Unless otherwise agreed by the Parties in writing, the Bidding Procedures Order shall also (i) be entered by the Bankruptcy Court on or before May \_\_\_\_\_,5\_\_ 2020, (ii) provide that qualified bids must be submitted by May \_\_\_\_,21\_\_ 2020, and an auction, if any, shall take place on May \_\_\_\_,22\_\_ 2020, and (iii) provide that the Closing shall occur on or before May \_\_\_\_,31\_\_ 2020. Notwithstanding the foregoing, the Closing shall occur as provided in Section 2.4.
- (d) This Agreement and the transactions contemplated hereby are subject to Sellers' right and ability to consider higher or better competing bids with respect to the Business and a material portion of the Acquired Assets pursuant to the Bidding Procedures Order (each a "Competing Bid").
- (f) Sellers shall promptly serve true and correct copies of the Sale Motion and all related pleadings in accordance with the Bidding Procedures Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Maryland, and any other applicable order of the Bankruptcy Court.
- (g) The Sale Order shall be entered by the Bankruptcy Court. The Sale Order shall, among other things, (i) approve, pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of this Agreement, (B) the sale of the Acquired Assets to Buyers on the terms set forth herein and free and clear of all Liens (other than Liens included in the Assumed Liabilities and Permitted Liens), and (C) the performance by Sellers of their respective obligations under this Agreement; (ii) authorize and empower Sellers to assume and assign to Buyers the Designated Contracts; and (iii) find that each Buyer is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to any Seller and grant each Buyer the protections of Section 363(m) of the Bankruptcy

Code. Buyers shall promptly take such actions as are reasonably requested by Sellers to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (a) demonstrating that each Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and (b) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. In the event that the Bankruptcy Court's approval of the Sale Order shall be appealed, Sellers shall use reasonable efforts to defend such appeal.

- (h) Unless otherwise provided in the Bidding Procedures Order, the Bidding Procedures Order shall apply to the sale of the Business hereunder.
- Section 5.4 <u>Notices and Consents</u>. Prior to the Closing and as necessary following the Closing:
  - (a) Sellers will give, or will cause to be given, any notices to third parties, and each of the Parties will use its commercially reasonable efforts to obtain any third party consents or sublicenses, if applicable, as are otherwise necessary and appropriate to consummate the transactions contemplated hereby
  - (b) Each of the Parties will give any notices to, make any filings with, and use its commercially reasonable efforts to obtain any authorizations, consents, and approvals of Governmental Authorities necessary and appropriate to consummate the transactions contemplated hereby.
- Section 5.5 <u>Notice of Developments</u>. Each Seller and each Buyer will give prompt written notice to the other Parties of (a) the existence of any fact or circumstance, or the occurrence of any event, of which it has Knowledge that would reasonably be likely to cause a condition to a Party's obligations to consummate the transactions contemplated hereby set forth in <u>Article VII</u> not to be satisfied as of a reasonably foreseeable Closing Date, or (b) the receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; <u>provided</u>, <u>however</u>, that the delivery of any such notice pursuant to this <u>Section 5.5</u> shall not be deemed to amend or supplement this Agreement and the failure to deliver any such notice shall not constitute a waiver of any right or condition to the consummation of the transactions contemplated hereby by any Party.
- Section 5.6 Access. Sellers will provide each Buyer and their respective Representatives access to all books and records, and Designated Contracts and Assumed Leases included in the Acquired Assets via an electronic data room; provided, however, that, for avoidance of doubt, the foregoing shall not require any Person to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto. Each Buyer shall upon reasonable notice to, and with the prior written consent of, Sellers, be permitted to contact Landlords, vendors, suppliers, licensors, and licensees. Sellers shall be entitled to be present at any such meetings.
- Section 5.7 <u>Bulk Transfer Laws</u>. Each Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer laws or similar laws of any jurisdiction in

connection with the transactions contemplated by this Agreement, including the United Nations Convention on the Sale of Goods, and hereby waives all claims related to the non-compliance therewith.

# ARTICLE VI OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

## Section 6.1 Further Assurances.

- (a) In case at any time after the Closing any further action is necessary to carry out a Party's obligations under this Agreement, such Party will, at the requesting Party's sole cost and expense, take such further action (including the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information) as the other Party may reasonably request which actions shall be reasonably necessary to transfer, convey, or assign to the applicable Buyer all of the Acquired Assets to be acquired by such Buyer in accordance with Section 2.1 or to confirm an applicable Buyer's assumption of the Assumed Liabilities to be assumed by such Buyer in accordance with Section 2.2.
- (b) If, following the Closing, any Buyer or any Seller becomes aware that any Buyer or any of its Affiliates owns any asset or rights which is an Excluded Asset, such Party shall promptly inform the other Party of that fact. Thereafter, at the request of any Seller, such Buyer shall execute, or cause the relevant Affiliate(s) of such Buyer to execute, such documents as may be reasonably necessary to cause the transfer of and such Buyer shall thereafter transfer any such asset or right to such Seller or such other entities nominated by such Seller for no consideration and such Seller shall do all such things as are reasonably necessary to facilitate such transfer. If, following the Closing, a Buyer receives any payments in respect of an Excluded Asset, such Buyer shall promptly remit such payments to the applicable Seller or other entity nominated by such Seller.
- (c) If, following the Closing, any Buyer or any Seller becomes aware that a Seller or any of its Affiliates owns any asset or rights which is an Acquired Asset, such Party shall promptly inform the other Party of that fact. Thereafter, at the request of any Buyer, the applicable Seller shall execute or cause the relevant Seller or Affiliate(s) of such Seller to execute such documents as may be reasonably necessary to cause the transfer of and such Seller shall thereafter transfer any such asset or right to such Buyer or any other entities nominated by such Buyer for no consideration and such Buyer shall do all such things as are reasonably necessary to facilitate such transfer. If, following the Closing, a Seller or its Affiliates receive any payments in respect of the Acquired Assets, such Seller shall promptly remit such payments to such applicable Buyer or other entity nominated by Buyer.
- (d) With respect to any Acquired Asset (and any asset which is not an Acquired Asset solely as a result of a restriction on transfer or assignment) for which consent or approval is required for transfer or assignment but is not obtained prior to the

Closing, Sellers shall reasonably cooperate with Buyers in any reasonable arrangement that Buyers may request to provide Buyers with all of the benefits of, or under, the applicable Acquired Assets (or assets that are not Acquired Assets solely as a result of a restriction on transfer or assignment), including taking actions reasonably required to enforce, for the benefit of a Buyer, any and all rights of Sellers against any party to the applicable Acquired Asset.

Section 6.2 Access; Enforcement; Record Retention. From and after the Closing, upon request by any Party or Dennis Ratner (the "Requesting Party"), the other Parties will permit such Requesting Party and its Representatives to have reasonable access during normal business hours, at the sole expense of such Requesting Party and in a manner so as not to interfere unreasonably with the normal business operations of such Party, to all premises, properties, personnel, books and records, and Contracts or Leases of such Party for the purposes of (a) preparing Tax Returns, (b) monitoring or enforcing rights or obligations under this Agreement or any of the Related Agreements, or (c) defending third-party lawsuits or complying with the requirements of any Governmental Authority; provided, however, that, for avoidance of doubt, the foregoing shall not require a Party to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable law, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations. Buyers agree to maintain the files or records which are contemplated by the first sentence of this Section 6.2 in a manner consistent in all material respects with its document retention and destruction policies, as in effect from time to time, for six (6) years following the Closing.

# Section 6.3 <u>Covered Employees.</u>

Salon Holdings, or one of the other Buyers, may offer employment to (a) any or all of the Covered Employees (including, for the avoidance of doubt, Inactive Employees). At least two (2) Business Days prior to the Auction, Salon Holdings may provide Sellers a list of any Covered Employees that Salon Holdings, or one of the other Buyers, would like to make an offer of employment. Any such offer of employment will be effective as of the Closing Date and contingent upon the Closing. Each Covered Employee who accepts such offer of employment shall be deemed a "Transferred Employee"; provided that any Covered Employee who has been furloughed or is on an approved leave of absence as of the Closing (an "Inactive Employee") shall not be considered a Transferred Employee unless and until such Inactive Employee returns to active status pursuant to the following sentence, and notwithstanding anything herein to the contrary, no Buyer or their respective Affiliates shall be responsible for Liabilities relating to such Inactive Employee from and after the date such Inactive Employee becomes a Transferred Employee. Each Transferred Employee who becomes employed by a Buyer in connection with the transactions contemplated by this Agreement shall be eligible to receive the salary and benefits (excluding, severance and equity compensation) maintained for employees of Salon Holdings on substantially similar terms and conditions in the aggregate as are provided to similarly situated employees of Salon Holdings. The employment of any Inactive Employee with Salon Holdings or one of its Affiliates, as applicable, shall be effective upon his or her return to active work, provided that the Inactive Employee reports to work with Salon Holdings or one of its Affiliates, as

applicable, within five (5) Business Days after the end of any such approved leave and, to the extent permitted by applicable Law, in no event later than six (6) months following the later of (i) the Closing Date or (ii) repeal of the applicable Shelter-in-Place Laws, and, as of such date, such Inactive Employee shall be a Transferred Employee. Salon Holdings, in its sole discretion shall also be permitted to offer employment to any Covered Employee that is not employed at a Salon and any such Covered Employee that accepts such offer of employment shall be a Transferred Employee. Sellers will reasonably cooperate with any reasonable requests by Buyer in order to facilitate the offers of employment and the delivery of such offers.

- (b) <u>Service Credit</u>. Each Transferred Employee shall be given credit for all service with Sellers and their Subsidiaries, and their respective predecessors under any employee benefit plans or arrangements of Salon Holdings and its respective Affiliates maintained by Salon Holdings or its respective Affiliates in which such Transferred Employees participate following the Closing Date, for purposes of eligibility, vesting and entitlement to benefits, including for severance benefits and vacation entitlement and for accrual of pension benefits *provided*, *however*, that (i) such credit shall be given pursuant to payroll or plan records, at the election of Salon Holdings, in its sole and absolute discretion; and (ii) such service crediting shall be permitted and consistent with Salon Holdings' defined contribution retirement plan. Notwithstanding the foregoing, nothing in this Section 6.3(b) shall be construed to require crediting of service that would result in a duplication of benefits.
- (c) No Third Party Beneficiary Rights. Without limiting the generality of this Section 6.3, no provision of this Agreement shall create any third party beneficiary rights in any current or former employee or service provider of any Seller, any Covered Employee, or any Transferred Employee (including any beneficiary or dependent thereof) in respect of continued employment by Sellers or its Affiliates or Buyers or its Affiliates or otherwise. Nothing herein shall (i) guarantee employment for any period of time or preclude the ability of any Buyer or any of its Affiliates to terminate any Transferred Employee for any reason, (ii) require any Buyer or any of its Affiliates to continue any Company Benefit Plans, employee benefit plans, or arrangements or prevent the amendment, modification or termination thereof after the Closing, or (iii) constitute an amendment to any Company Benefit Plan, employee benefit plans, or arrangements.
- (d) Effective as soon as practicable following the Closing Date, Sellers, or any applicable Affiliate, shall effect a transfer of assets and liabilities from the defined contribution retirement plan that it maintains, to the defined contribution retirement plan maintained by Salon Holdings, with respect to those employees of the Business who become employed by Salon Holdings, or an Affiliate of Salon Holdings, in connection with the transactions contemplated by this Agreement. Any such transfer shall be in an amount sufficient to satisfy Section 414(l) of the Code.
- (e) Except for any Assumed Liabilities, Sellers will have the sole and absolute responsibility for any financial or other commitments to their employees for the period prior to the Closing, including any and all claims or obligations for severance pay and any and all claims and obligations arising under any collective bargaining agreement,

employee benefit plan (including, any withdrawal liability) or any local, state or federal law, rule or regulation. Other than as set forth in Section 6.3(a), no Buyer of any of its Affiliates shall have any contractual or other obligation with respect to hiring, offering to hire or employing any Covered Employee or any of Sellers' other employees. Except as set forth in Section 6.3(a), in no event shall any Buyer be obligated to commit to any particular usage of employees or to any particular benefits or wage rates. Nothing contained herein shall be deemed an admission that Sellers have any financial obligation to employees or that obligations, if any, are entitled to a particular treatment or priority under the Bankruptcy Code. Sellers' failure to pay an obligation, if any, under this Section 6.3 shall not be a default under this Agreement.

Section 6.4 <u>Transfer Taxes</u>. Buyers shall pay any stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge (a "<u>Transfer Tax</u>") imposed under applicable Law in connection with the transactions contemplated hereby. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. The Parties hereto shall cooperate to permit the filing Party to prepare and timely file any such Tax Returns.

Section 6.5 Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of Salon Holdings and CHI, unless a press release or public announcement is required by applicable law, or any rule or order of the Bankruptcy Court. If any such announcement or other disclosure is required, the disclosing Party shall give the nondisclosing Parties prior notice of, and an opportunity to comment on, the proposed disclosure. The Parties acknowledge that Sellers shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order.

## Section 6.6 Non-Disclosure; Non-Solicit; Non-Disparagement.

Non-Disclosure of Confidential Information. None of the Sellers nor (a) Ratner Companies, L.C. or Dennis Ratner (the "Restricted Parties") shall, directly or indirectly, disclose or use at any time (and shall cause their respective Affiliates and Representatives not to use or disclose) any Confidential Information (whether or not such information is or was developed by any of the Restricted Parties), except to the extent that (i) such disclosure or use is (i) directly related to and required by the performance of such Restricted Party's duties to the Company or the Buyers, (ii) required by applicable law, any rule of the Bankruptcy Court, any Decree, or as otherwise provided hereunder. The Restricted Parties each further agrees to take commercially reasonable steps, to the extent within its control, to safeguard such Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. In the event any of the Restricted Parties is required by Law or Decree to disclose any Confidential Information, such Restricted Party shall promptly notify the Buyers in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with the Buyers' reasonable requests to preserve the confidentiality of such Confidential Information consistent with applicable Law. For purposes of this Agreement, "Confidential Information" means all information of a confidential or

proprietary nature (whether or not specifically labeled or identified as "confidential"), in any form or medium, that relates to the Business, the Company, any other Seller, or their respective suppliers, distributors, customers, independent contractors or other business relations. Confidential Information includes the following as they relate to the Company, any other Seller or the Business and, in each case, to the extent the Company, any other Seller or the Business obtains a commercial benefit from the secret nature of such information: internal business information (including information relating to strategic and staffing plans and practices, business, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods and potential acquisition candidates); identities of, individual requirements of, and specific contractual arrangements with, the Company's or any other Seller's suppliers, distributors, customers, independent contractors or other business relations and their confidential information; trade secrets, know-how, compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, documentation, models, data and data bases relating thereto; and inventions, innovations, improvements, developments, methods, designs, analyses, drawings, and reports.

- (b) <u>Non-Solicit; Non-Disparagement</u>. During the period commencing on the date hereof and ending on the third (3rd) anniversary of the Closing Date (the "Restricted Period"), the Restricted Parties shall not, and shall not cause their respective affiliates and trusts of the foregoing, including Gary Ratner and each Dennis Company (as defined below), to, directly or indirectly, either individually or acting in concert with another Person or Persons:
  - (i) request, induce or attempt to influence any distributor, supplier or customer of goods or services of the Business to curtail, cancel or refrain from maintaining or increasing the amount or type of business such distributor, supplier or customer of goods or services is currently transacting, or may be transacting during the Restricted Period, with the Business or modify its pricing or other terms of sale with the Business;
  - (ii) solicit for employment or retention or hire, employ or retain any Person who is an employee of the Business during the Restricted Period or was an employee at any time during the twelve (12) month period preceding the Closing Date;
  - (iii) influence or attempt to influence any Person who is an employee of the Business during the Restricted Period or at any time during the twelve (12) month period preceding the Closing Date to terminate his or her employment with the Company or the Business; or
  - (iv) make any negative, derogatory or disparaging statements or communications regarding any Buyer, the Business, the Company or its Subsidiaries, or their respective Affiliates, stockholders, officers, directors, or employees.

The Parties acknowledge and agree that (i) Gary Ratner owns an interest in and operates Salon Plaza Enterprises, LLC ("Salon Plaza") and that Salon Plaza is in a business that is similar to the Business, and (ii) as of the date hereof, Dennis Ratner owns, directly or indirectly, in whole or in part, as a shareholder, member, manager, director, officer, employee, consultant, trustee, representative or agent, an equity interest in the entities identified on Schedule 6.6(b) (each a "Dennis Company," and collectively the "Dennis Companies"). For the avoidance of doubt, nothing contained in this Section 6.6(b) shall prohibit Gary Ratner from continuing to own and operate Salon Plaza and Dennis Ratner from continuing to own and participate in the operations of any of the Dennis Companies, subject to Buyer's remedies under Section 6.6(d) in the event of breach or threatened breach of clauses (i) through (iv) of this Section 6.6(b).

- (c) <u>Severability</u>. Notwithstanding anything to the contrary in this Agreement, if at any time, in any judicial or arbitration proceeding, any of the restrictions stated in this Section 6.6 are found by a final order of a court of competent jurisdiction or arbitrator to be unreasonable or otherwise unenforceable under circumstances then existing, the Parties each agree that the period, scope or geographical area, as the case may be, shall be reduced to the extent necessary to enable the court to enforce the restrictions to the extent such provisions are allowable under applicable Law, giving effect to the agreement and intent of the Parties that the restrictions contained herein shall be effective to the fullest extent permissible. In the event of a breach or violation by any Restricted Party of any of the provisions of this Section 6.6, the Restricted Period, as the case may be, will be tolled for so long as such Restricted Party was in violation of such provision. Each Restricted Party agrees that the restrictions contained in this Agreement are reasonable in all respects and necessary to protect each Buyer's interest in, and the value of, the Business.
- (d) Specific Performance; Injunctive Relief. Each Restricted Party acknowledges and agrees that in the event of a breach or violation by any Restricted Party of any of the provisions of this Section 6.6, the Buyers would suffer irreparable harm, no adequate remedy at law would exist for the Buyers, and damages would be difficult to determine. Consequently, in the event of any such breach or violation, the Buyers or their successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages; provided that any such specific performance or injunctive relief shall be limited to restraining or prohibiting such breach or threatened and not the cessation of operations or forced divestiture of the applicable business.

Section 6.7 <u>No Successor Liability</u>. The Parties intend that upon the Closing, each Buyer and its Affiliates shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to Sellers, including a "successor employer" for the purposes of the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974, or other applicable laws; (b) have any responsibility or liability for any obligations of Sellers, or any affiliate of Sellers, based on any theory of successor or similar theories of liability; (c) have, de facto or otherwise, merged with or into any of Sellers; (d) be an alter ego or a mere continuation or substantial continuation of any of Sellers (and there

is no continuity of enterprise between any Buyer and any Seller), including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to Sellers' liability under such law, rule or regulation or doctrine; or (e) be holding itself out to the public as a continuation of any of Sellers or their respective estates.

Section 6.8 <u>Acquired Avoidance Actions and Causes of Action</u>. No Buyer shall at any time following the Closing pursue, prosecute, sell, or transfer any of the Acquired Avoidance Actions or Ratner Causes of Action.

# ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSE

- Section 7.1 <u>Conditions to Buyers' Obligations</u>. Buyers' obligation to consummate the transactions contemplated hereby in connection with the Closing is subject to satisfaction or waiver of the following conditions:
  - (a) the representations and warranties set forth in <u>Article III</u> shall have been true and correct on the date hereof and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date), except where the failure of such representations and warranties to be so true and correct has not resulted in a Material Adverse Effect;
  - (b) Sellers shall have performed and complied with its covenants and agreements hereunder through the Closing in all material respects;
  - (c) the Bankruptcy Court shall have entered the Bidding Procedures Order pursuant to the terms and conditions of <u>Section 5.3</u> herein.
  - (d) the Bankruptcy Court shall have entered the Sale Order, and no Decree staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date;
  - (e) no material Decree shall be in effect that prohibits consummation of the transactions contemplated by this Agreement; and
  - (f) each delivery contemplated by <u>Section 2.5(b)</u> to be delivered to a Buyer shall have been delivered.
- Section 7.2 <u>Conditions to Sellers' Obligations</u>. Sellers' obligations to consummate the transactions contemplated hereby in connection with the Closing are subject to satisfaction or waiver of the following conditions:
  - (a) the representations and warranties set forth in <u>Article IV</u> shall have been true and correct in all material respects on the date hereof and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date):

- (b) each Buyer shall have performed and complied with its covenants and agreements hereunder through the Closing in all material respects;
- (c) the Bankruptcy Court shall have entered the Sale Order, and no Decree staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date;
- (d) no material Decree shall be in effect that prohibits consummation of any of the transactions contemplated by this Agreement; and
- (e) each payment contemplated by <u>Section 2.5(a)</u> to be made to Sellers shall have been made, and each delivery contemplated by <u>Section 2.5(c)</u> to be delivered to Sellers shall have been delivered.
- Section 7.3 No Frustration of Closing Conditions. Neither Buyers nor Sellers may rely on the failure of any condition to their respective obligations to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's or its Affiliates' failure to use its reasonable best efforts (or such other applicable efforts standard expressly contemplated hereby) to satisfy the conditions to the consummation of the transactions contemplated hereby or by any other breach of a representation, warranty or covenant hereunder.

# ARTICLE VIII TERMINATION

Section 8.1 <u>Termination of Agreement</u>. The Parties may terminate this Agreement at any time prior to the Closing as provided below:

- (a) by the mutual written consent of the Parties;
- (b) by any Party by giving written notice to the other Parties if:
- (i) any court of competent jurisdiction or other competent Governmental Authority shall have enacted or issued a Law or Decree or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such Law or Decree or other action shall have become final and non-appealable; <u>provided</u>, <u>however</u>, that the right to terminate this Agreement under this <u>Section 8.1(b)(i)</u> shall not be available to any Party if the failure to consummate the Closing because of such action by a Governmental Authority shall be due to the failure of such Party to have fulfilled any of its obligations under this Agreement; or
- (ii) the Closing shall not have occurred prior to the Termination Date; provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Buyers or Sellers, then the breaching Party may not terminate this Agreement pursuant to this Section

- 8.1(b)(ii). The "Termination Date" shall be May \_\_\_\_,31\_ 2020, unless the Parties mutually agree to a later Closing Date pursuant to Section 2.4, upon which such later date shall be the Termination Date.
- (c) by Buyers by giving written notice to Sellers if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Buyers at the Closing set forth in Section 7.1(a) and Section 7.1(b), and such breach has not been waived by Buyers, or, if such breach is curable, cured by such Seller prior to the earlier to occur of (A) ten (10) days after receipt of Buyers' notice of intent to terminate and (B) the Termination Date; provided, that Buyers shall not have a right of termination pursuant to this Section 8.1(c) if Sellers could, at such time, terminate this Agreement pursuant to Section 8.1(d);
- (d) by Sellers by giving written notice to Buyers if there has been a breach by Buyers of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Sellers at the Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by such Seller, or, if such breach is curable, cured by Buyer prior to the earlier to occur of (A) ten (10) days after receipt of such Seller's notice of intent to terminate and (B) the Termination Date; provided, that Sellers shall not have a right of termination pursuant to this Section 8.1(d) if Buyer could, at such time, terminate this Agreement pursuant to Section 8.1(c); or
- (e) by Sellers or Salon Holdings, if (i) (x) Sellers enter into a definitive agreement with respect to a Competing Bid, (y) the Bankruptcy Court enters an order approving a Competing Bid and (z) the Person making the Competing Bid consummates the Competing Bid or (ii) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement.
- Section 8.2 <u>Effect of Termination</u>. If any Party terminates this Agreement pursuant to <u>Section 8.1</u>, all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except that <u>Article I</u>, <u>Section 3.17</u>, <u>Article IX</u>, and this <u>Section 8.2</u> shall survive any such termination) and no Party shall have any Liability (except as set forth in <u>Section 5.3</u>) to the other Party hereunder; <u>provided</u>, <u>however</u>, that nothing in this <u>Section 8.2</u> shall relieve any Party from Liability for any breach occurring prior to any such termination (but solely to the extent such breach was willful, grossly negligent or fraudulent) set forth in this Agreement.

# ARTICLE IX MISCELLANEOUS

Section 9.1 <u>Survival</u>. Except for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing, none of the representations, warranties, or covenants of any Party set forth in this Agreement or in any certificate delivered pursuant to <u>Section 2.5(b)</u> or <u>Section 2.5(c)</u> shall survive, and each of the same shall terminate

and be of no further force or effect as of, the Closing. Any obligations to be performed post-Closing shall survive until completion.

Section 9.2 <u>Expenses</u>. Except for as provided by orders of the Bankruptcy Court including the DIP Order and the Expense Reimbursement, each Party will bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of law firms, commercial banks, investment banks, accountants, public relations firms, experts, and consultants. For the avoidance of doubt, Buyers shall pay all recording fees arising from the transfer of the Acquired Assets.

Section 9.3 <u>Entire Agreement</u>. This Agreement and the Related Agreements constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof.

Section 9.4 <u>Incorporation of Exhibits and Disclosure Schedule</u>. The Exhibits to this Agreement and the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Amendments and Waivers. No amendment of any provision of Section 9.5 this Agreement shall be valid unless the same shall be in writing and signed by each Buyer and each Seller. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding, or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder with the prior written consent of the other Parties. Notwithstanding the foregoing, each Buyer may assign (in whole or in part) either this Agreement or any of its rights, interests, or obligations hereunder to an Affiliate of such Buyer without the prior written consent of the other Parties; provided that such assignment shall not relieve such Buyer of its obligations hereunder.

Section 9.7 <u>Notices</u>. All notices, requests, demands, claims, and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by

reputable overnight courier service (charges prepaid); (c) upon receipt of confirmation of receipt if sent by facsimile transmission; (d) on the day such communication was sent by e-mail; or (e) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Seller: CREATIVE HAIRDRESSERS, INC.

1577 Spring Hill Road, Suite 500

Vienna, Virginia 22182

Attention: Lester D. Mardiks, Sr. Vice Pres and General Counsel

E-mail: LMadiks@ratnerco.com

With a mandatory copy (which shall not constitute notice to

Sellers) to:

SHAPIRO SHER 250 West Pratt Street

**Suite 2000** 

Baltimore, MD 21201 Attention: Joel Sher

E-mail: jis@shapirosher.com

If to Buyers: HC SALON HOLDINGS, INC.

c/o Tacit Capital LLC

12333 Sowden Road, Suite B

Houston, Texas 77080 Attention: Andrew Zins

E-mail: andrew@tacitcap.com

With a mandatory copy (which shall not constitute notice to

Buyers) to:

DLA Piper LLP (US)

51 John F. Kennedy Parkway, Suite 120 Short Hills, New Jersey 07078-2704 Attention: Kevin Grant; Richard Chesley E-mail: Kevin.Grant@us.dlapiper.com

Richard.Chesley@us.dlapiper.com;

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this <u>Section 9.7</u>.

Section 9.8 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to the principles of conflict of Laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

Section 9.9 Submission to Jurisdiction; Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such Litigation may be heard and determined in any such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.7; provided, however, that nothing in this Section 9.9 shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by law or in equity. The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

Section 9.10 <u>Waiver of Jury Trial</u>. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.11 <u>Specific Performance</u>. From and after the Closing, the Parties shall be entitled to an injunction or injunctions to enforce specifically the Parties' respective covenants and agreements under this Agreement that survive the Closing, without the requirement of posting a bond or other security.

Section 9.12 <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by any Governmental Authority to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Section 9.13 <u>No Third Party Beneficiaries</u>. This Agreement shall not confer any rights or remedies upon any Person other than Buyers, each Seller, Dennis Ratner and their respective successors and permitted assigns. Notwithstanding anything to the contrary in this Agreement, the DIP Lender shall be a third party beneficiary of all provisions of this Agreement that expressly relate to the DIP Lender, as applicable.

Section 9.14 <u>Non-Recourse</u>. All claims, obligations, liabilities, or causes of action that may be based upon, in respect of, arise under, out or by reason of, be connected with,

or relate in any manner to this Agreement, the negotiation, execution or performance of this Agreement (including any representation or warranty made in connection with or as an inducement to this Agreement) or the transactions contemplated hereby may be made only against (and are those solely of) the Persons that are expressly identified as Parties to this Agreement. No other Person, including any of their Affiliates, directors, officers, employees, incorporators, members, partners, managers, stockholders, agents, attorneys, or representatives of, or any financial advisors or lenders to any of the foregoing shall have any liabilities for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach.

Section 9.15 <u>Mutual Drafting</u>. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 <u>Disclosure Schedule</u>. All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties, or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the applicable section of the Disclosure Schedule in which they are directly or indirectly referenced.

Section 9.17 <u>Headings; Table of Contents</u>. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 <u>Counterparts; Facsimile and Electronic Signatures</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above

written	
SELLERS:	
CREATIVE HAIRDRESSERS, INC.	
By:	
Name:	
Title:	
RATNER COMPANIES, L.C.	
By:	
Name:	
Title:	
Dennis Ratner in his individual capacity for pur	poses of Section 6.6

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.\_

BUYERS:	
HC SALON HOLDINGS, INC.	
Ву:	
Name:	
Title:	

# SCHEDULE A

1. All "shrink wrap" licenses

# SCHEDULE B

1. Claims against Visa and Master Card in respect to overcharging of interchange fees in violation of U.S. Antitrust laws.

## DISCLOSURE SCHEDULES

Schedule 2.7(a) – Executory Contracts

Schedule 2.7(b) – Designated Contracts and Assumed Leases

Schedule 3.6 – Salons

Schedule 3.7 – Litigation

Schedule 3.8 – Labor Relations

Schedule 3.10 – Taxes

Schedule 3.11 – Tangible Personal Property

Schedule 3.12(a) – Employee Benefit Plans

Schedule 3.12(c) – Knowledge of Sellers

Schedule 3.13 – Owned Intellectual Property Schedule 3.14(a) – Compliance with Laws

Schedule 3.16 – Related Party Transactions

Schedule 6.6(b) – Dennis Companies

# Schedule 2.7(a) Executory Contracts

All executory Contracts and unexpired Leases (including all Leases associated with the Salons identified on Schedule 3.6 of the Disclosure Schedule) to which any Seller is a party and which have post-Closing obligations exceeding \$5,000, in each case as supplemented by agreement of Buyer and Sellers prior to Closing.

# Schedule 6.6(b) Dennis Companies

- A. Salon Plaza;
- B. Louis Creative Hairdressers, Inc.;
- C. PMGW, L.L.C.;
- D. JPMS Holdings, Inc.;
- E. HCBS, L.L.C.;
- F. Dream Team Suites, LLC
- G. Sweet 100, L.L.C.;
- H. Q-R Springhill, L.L.C. (f/k/a 2815 Hartland Road, L.C.)
- I. Dagwak, L.L.C.; and
- J. Ratner Spring Hill, L.L.C.

## **AMENDED AND RESTATED DISCLOSURE SCHEDULE**

pursuant to the

# **AMENDED AND RESTATED ASSET PURCHASE AGREEMENT**

BY AND AMONG

CREATIVE HAIRDRESSERS, INC.,

THE OTHER SELLER PARTIES HERETO,

HC SALON HOLDINGS, INC.

AND

THE OTHER PARTIES IDENTIFIED ON THE SIGNATURE PAGES THERETO

**APRIL 23, May**, 2020

# **Disclosure Schedules**

Schedule 3.6	Salons
Schedule 3.7	Litigation
Schedule 3.8	Labor Relations
Schedule 3.9	Brokers
Schedule 3.10	Taxes
Schedule 3.12(a)	Employee Benefit Plans
Schedule 3.12(c)	Knowledge of Sellers
Schedule 3.13	Owned Intellectual Property
Schedule 3.14	Compliance with Laws
Schedule 3.16	Related Party Transactions

Page 1 016926.49536.001.04

#### Salons

				I	I	T			I	-
	Brand	Region Cod D			Street Address	City			Phone	Salon Open Da
	Bubbles	500	521	Capitol Hill	205 Pennsylvania Avenue SE	Washington	DC	20003-1164	(202) 543-1245	07/01/81
	Bubbles	500		Massachusetts Avenue NE	201 Massachusetts Ave NE	Washington	DC	20002-4957	(202) 546-7343	02/07/87
	Bubbles	500	521		1100 S Hayes St	Arlington	VA	22202-4907	(703) 415-204C	11/24/89
	Bubbles	500		Spectrum Bubbles	1827 Fountain Drive	Reston	VA	20190-3326	(703) 925-9684	11/19/96
	Bubbles	500	521	Potomac Mills Mall	2700 Potomac Mills Circle Unit 7	Woodbridge	VA	22192-4625	(703) 490-4563	12/13/96
	Bubbles	500		Towson Town Center Bubbles	825 Dulaney Valley Road Suite 4	Towson	MD	21204-1010	(410) 821-7542	09/06/97
	Bubbles	500		Tysons Corner Center	8043 L Tyson Corner Center Suite J003L	McLean	VA		(703) 448-3987	07/22/98
	Bubbles	500			8129 Honeygo Boulevard Suite F	Nottingham		21236-8205	(410) 931-402C	11/25/98
3131	Bubbles	500	520	Fallsgrove Village Bubbles	14929 Shady Gove Rd Unit F	Rockville	MD	20850-7728	(301) 251-1578	04/04/03
3132	Bubbles	500	521	Barracks Road Shopping Center	1143 Emmet St N	Charlottesville	VA	22903-4837	(434) 293-2667	01/24/02
3190	Bubbles	500	520	Annapolis Harbour Center Bubbles	2564 Solomons Island Rd	Annapolis	MD	21401-3710	(410) 571-0585	01/30/03
3254	Bubbles	500	519	Fairfax Corner Bubbles	11946 Grand Commons Ave	Fairfax	VA	22030-8613	(703) 266-9919	09/01/03
3366	Bubbles	500	520	Atlas Walk Bubbles	7328 Atlas Walk Way	Gainesville	VA	20155-2991	(703) 754-454C	05/12/05
3369	Bubbles	500	520	Century Center Bubbles	19847 Century Blvd Ste L	Germantown	MD	20874-7203	(240) 686-4575	01/18/05
	Bubbles	500	521	Hollymead Town Center Bubbles	205 Connor Dr	Charlottesville	VA	22911-5604	(434) 973-045C	03/23/06
	Bubbles	500		Dulles 28 Centre Bubbles	22000 Dulles Retail Plaza Ste 150	Sterling	VA	20166-2513	(703) 421-3375	02/09/08
	Bubbles	500		Bethesda Row Bubbles	7118 Bethesda Lane	Bethesda	MD	20814-5316	(301) 656-5807	05/29/08
	Bubbles	500			520 Fort Evans Road	Leesburg	VA	20176-4097	(703) 771-3802	09/24/08
	Bubbles	500	521	Central Park Bubbles	1460 Central Park Blvd Suite 106	Fredericksburg	VA	22401-4961	(540) 785-564C	05/18/07
	Bubbles	500			3903P Fair Ridge Drive	Fairfax	VA	22033-2941	(703) 385-7158	01/20/10
	Bubbles	500			2389 Brandermill Blvd Suite 105		MD	21054-1870	(410) 721-8573	
				Waugh Chapel Towne Centre Bubbles		Gambrills				03/29/13
	Bubbles	500		Stonebridge at Potomac Town Center Bubb		Woodbridge	VA	22191-4096	(703) 580-6232	01/23/10
	Bubbles	500	520	Clemson Corner Bubbles	7820 Wormans Mill Rd Suite I	Frederick	MD	21701-3037	(301) 662-0615	06/05/11
	Bubbles	500			20640 Seneca Meadows Parkwy Suite D3	Germantown	MD	20876-7023	(301) 515-0500	11/26/13
	Bubbles	500		Shoppes Of Olney Bubbles	3118 Olney Sandy Spring Roac	Olney	MD	20832-1408	(301) 260-1320	11/01/11
	Bubbles	500	520	Home Depot Square Bubbles	10462 Auto Park Avenue	Bethesda	MD	20817-1006	(301) 767-9889	06/30/14
	Bubbles	500	520	Annapolis Plaza Bubbles	150 Jennifer Road Suite R	Annapolis	MD	21401-3044	(410) 224-4519	12/30/14
	Bubbles	500		The Metropolitan Bubbles	10100 Twin Rivers Road Suite 119	Columbia	MD		(410) 730-384C	04/21/18
3119	Cielo	500	521	Connecticut Avenue Salon Cielo	1741 Connecticut Avenue NW	Washington	DC	20009-1108	(202) 518-9620	07/29/01
3161	Cielo	500	521	Fashion Centre at Pentagon City	1100 S Hayes St	Arlington	VA	22202-4907	(703) 415-0406	05/22/02
3234		500		The Gardens Salon Cielo	3101 PGA Blvd Ste M	Palm Beach Gardens	FL	33410-2820	(561) 626-7782	09/15/03
	Hair Cuttery	100		Catonsville Shopping Center	742 Frederick Rd	Catonsville	MD	21228-4501	(410) 744-9635	04/01/84
	Hair Cuttery	200	265	Fairfax Station Square	5622D Ox Rd	Fairfax Station	VA	22039-1018	(703) 764-8239	06/04/85
	Hair Cuttery	200	230	Great Fall Shopping Center	9857 Georgetown Pike	Great Falls	VA	22066-2617	(703) 759-9848	08/01/84
	Hair Cuttery	200		Burke Town Center	6050 Burke Commons Rd Ste G	Burke	VA	22015-2878	(703) 323-9857	12/20/84
	Hair Cuttery	201	225	Stony Point Shopping Center	3084 Stony Point Rd Unit 43	Richmond	VA	23235-2349	(804) 272-9857	09/05/85
	Hair Cuttery	100		Muddy Branch Shopping Center	804 Muddy Branch Rc	Gaithersburg	MD	20878-2780	(301) 977-9731	03/24/86
	Hair Cuttery	100		Gaithersburg Square Shopping Center	562 N Frederick Ave Spc 4A	Gaithersburg	MD	20877-2504	(301) 926-9714	05/01/81
	Hair Cuttery	400		Grant and the Blvd	9475 Roosevelt Blvd Ste 14c	Philadelphia	PA	19114-2212	(215) 969-9202	02/20/85
137	Hair Cuttery	200	250	Hunter Mill Plaza	2946 Chain Bridge Rd Ste K	Oakton	VA	22124-3023	(703) 281-9811	07/01/85
144	Hair Cuttery	400	410	Bond Shopping Center	815 Lansdowne Ave Ste 5	Upper Darby	PA	19082-5424	(610) 789-9801	01/01/85
146	Hair Cuttery	100	144	North Plaza Mall	8930 Waltham Woods Rd Space 24	Baltimore	MD	21234-2404	(410) 661-974C	12/05/84
	Hair Cuttery	201	226	Staples Mill Plaza	9193 Staples Mill Rd	Richmond	VA	23228-2027	(804) 672-9756	03/28/86
148	Hair Cuttery	400	455	Abington Shopping Center	1413 Old York Rd	Abington	PA	19001-2710	(215) 576-9103	03/11/85
	Hair Cuttery	400		Valley Forge Shopping Center	230 West Dekalb Pike	King Of Prussia	PA	19406-2327	(610) 337-0803	04/18/85
	Hair Cuttery	400		Stoney Creek Shopping Center	479 Baltimore Pike	Springfield	PA	19064-3810	(610) 543-9936	03/04/85
	Hair Cuttery	201		Tuckahoe Village Square	11220 Patterson Ave	Richmond	VA	23238-5011	(804) 740-9751	06/10/85
	Hair Cuttery	200				Falls Church	VA		, ,	04/12/85
			270	Broaddale	354 W Broad St			22046-3319	(703) 241-9625	
	Hair Cuttery	400		Flourtown Shopping Center	1822 Bethlehem Pike	Flourtown	PA	19031-1504	(215) 233-9750	04/01/85
	Hair Cuttery	400	410	Roosevelt Mall	2369 Cottman Ave	Philadelphia	PA	19149-1012	(215) 624-9984	04/29/85
	Hair Cuttery	400	410	Deon Square Shopping Center	516 S Oxford Valley Rd	Fairless Hills	PA	19030-2615	(215) 547-1115	08/01/85
181	Hair Cuttery	400	426	Lawrence Park Shopping Center	1991 Sproul Rd Ste 35	Broomall	PA	19008-3515	(610) 353-9912	08/16/85
187	Hair Cuttery	100	110	Park Plaza Severna Park	558 Ritchie Hwy Ste C	Severna Park	MD	21146-2947	(410) 647-9874	05/16/86
190	Hair Cuttery	400	410	Frankford Plaza	9206 Frankford Ave	Philadelphia	PA	19114-2824	(215) 624-9953	11/12/85
	Hair Cuttery	201	275	Oak Springs Plaza	41 W Lee Hwy Ste 51	Warrenton	VA	20186-2200	(540) 347-9755	02/13/86
	Hair Cuttery	200		Falls Plaza	1220 W Broad St	Falls Church	VA	22046-2116	(703) 241-9424	01/17/83
	Hair Cuttery	200	270	Seven Corners Shopping Center	6290 Seven Corners Center	Falls Church	VA	22044-2407	(703) 241-9293	05/01/83
	Hair Cuttery	200		Hampton Plaza	4029 W Mercury Blvd	Hampton	VA	23666-3731	(757) 826-7829	05/01/83
	Hair Cuttery	201			1141 Jefferson Davis Hwy	Fredericksburg	VA	22401-4415	(540) 373-2144	07/01/83
	Hair Cuttery Hair Cuttery	100	160	Ellicott Plaza	9235 Baltimore National Pike Ste 2	Ellicott City	MD	21042-3900	(410) 465-9896	04/01/84
		100			1360 Martin Blvd				(410) 391-9417	
	Hair Cuttery		161	Martin Plaza		Baltimore	MD	21220-4104		03/08/84
	Hair Cuttery	200		Old Keene Mill Shopping Center	8422 Old Keene Mill Rc	Springfield	VA	22152-2302	(703) 451-9677	01/19/79
	Hair Cuttery	200			1645 Connecticut Avenue NW	Washington	DC		(202) 232-9685	04/01/75
	Hair Cuttery	200		Van Dorn Plaza	271 S Van Dorn St		VA	22304-4303	(703) 370-9706	03/01/80
	Hair Cuttery	200		Leesburg Pike Plaza	3507 S Jefferson St	Falls Church	VA	22041-3106	(703) 998-9314	08/01/78
453	Hair Cuttery	200	232	Cabin John Mall	7961 Tuckerman Ln	Potomac	MD	20854-3243	(301) 299-9827	09/01/78
454	Hair Cuttery	100	143	Owen Brown Village Center	7180 Cradlerock Way Suite C	Columbia	MD	21045-4858	(410) 381-0927	10/01/78
	Hair Cuttery	200		Vienna Plaza	316 Maple Ave W	Vienna	VA	22180-5612	(703) 938-9439	05/01/79
	Hair Cuttery	100		Merritt Manor Shopping Center	1139 Merritt Blvd	Dundalk	MD	21222-1438	(410) 284-9875	02/01/80
	Hair Cuttery	200		Crystal City Underground	1653 Crystal Square Arc	Arlington	VA	22202-3322	(703) 413-9289	05/01/80
	Hair Cuttery	200		Burke Village Center	9532 Burke Rd	Burke	VA	22015-3132	(703) 978-9877	05/01/80
		200					MD			08/01/80
	Hair Cuttery		232	Congressional Plaza	1609 Rockville Pike Unit A	Rockville		20852-7600	(301) 881-9546	
	Hair Cuttery	200		Bassing Office Building	6707 Old Dominion Dr	McLean	VA	22101-4504	(703) 442-9775	10/01/80
	Hair Cuttery	100	145	Greenway Center	7545 Greenbelt Rd	Greenbelt	MD	20770-3403	(301) 345-9767	01/01/81
	Hair Cuttery	100		Fullerton Plaza	7927 Belair Rd Ste F	Nottingham	MD	21236-3734	(410) 661-976C	03/01/81
	Hair Cuttery	200	232	Home Depot Square	10446 Auto Park Avenue	Bethesda	MD	20817-1006	(301) 365-9848	06/01/81
	Hair Cuttery	100	144	Bel tway Plaza	4632 Wilkens Avenue	Baltimore	MD	21229-4842	(410) 242-9766	07/01/81
	Hair Cuttery	200		Leesburg Plaza	536 E Market St	Leesburg	VA	20176-4112	(703) 777-9602	05/01/82
	Hair Cuttery	200		Springfield Plaza Section II	6310 Springfield Plaza	Springfield	VA	22150-3431	(703) 451-960C	05/01/82
	Hair Cuttery	200	250	Pickett Shopping Center	9468 Main St	Fairfax	VA	22031-4032	(703) 978-9804	10/01/82
	Hair Cuttery Hair Cuttery			Commercial Blvd Shopping Center	1517 E Commercial Blvd				(954) 491-6569	
CO4		303 303	350			Fort Lauderdale	FL	33334-5717		06/01/82
			350	Coconut Creek Plaza	4857 Coconut Creek Pkwy	Coconut Creek	FL	33063-3944	(954) 972-9538	03/01/83
605	Hair Cuttery								/\	
605 618	Hair Cuttery	303	363	Country Club Plaza	18472 NW 67th Ave	Hialeah	FL	33015-3412	(305) 824-3345	05/24/85
605 618 622	Hair Cuttery Hair Cuttery	303 303	363 362	The Palms at Town and Country	8260 Mills Dr Space 1850	Miami	FL	33183-4085	(305) 596-3171	07/01/85
605 618 622 1013	Hair Cuttery	303	363 362 235	The Palms at Town and Country Bradlee Shopping Center						

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Galon Id Brand	Region Cod Di	strict Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Da
1045 Hair Cuttery	100		Townmall of Westminster	400 N Center St Suite 1-C	Westminster	MD	21157-5140	(410) 848-9739	04/23/87
1087 Hair Cuttery	201	220	Janaf Shopping Center	5900 E Virginia Beach Blvc	Norfolk	VA	23502-2473	(757) 461-9566	01/02/86
1088 Hair Cuttery	201	216	Kemps River Crossing Shopping Center	1255 Fordham Dr Ste 116	Virginia Beach	VA	23464-5347	(757) 420-9806	07/01/86
1097 Hair Cuttery	400	457	Snyder Plaza	47 Snyder Avenue	Philadelphia	PA	19148-2709	(215) 339-9934	11/03/86
1170 Hair Cuttery	201		Washington Square Shopping Center	5336 George Washington Mem Hwy	Yorktown	VA	23692-2501	(757) 898-8790	06/01/87
1171 Hair Cuttery	100		Frederick Shopping Center	1305 W 7th Street	Frederick	MD	21702-4102	(301) 662-9818	12/02/86
1183 Hair Cuttery	400		Willow Grove Shopping Center	142 Park Ave Space 18	Willow Grove	PA	19090-3219	(215) 659-9848	06/10/87
1184 Hair Cuttery	400		Centre Point Place	880 W Street Rd	Warminster	PA	18974-3125	(215) 441-9426	06/01/88
1186 Hair Cuttery	100		College Square Shopping Center	300 College Square	Newark	DE	19711-8601	(302) 366-9032	03/26/87
1205 Hair Cuttery	400		Cross Keys Plaza	4345 W Swamp Rd	Doylestown	PA	18902-1039	(215) 348-8940	05/27/89
1217 Hair Cuttery	201		Woodford Square Shopping Center	701 Battlefield Blvd N Ste K	Chesapeake	VA VA	23320-4943	(757) 547-9926	07/10/87
1223 Hair Cuttery 1228 Hair Cuttery	201 400		Spotsylvania Crossing Shopping Center The Center at Doubletree	3575 Plank Rd Space 13	Fredericksburg	NJ	22407-6800	(540) 786-7241	09/07/87
1233 Hair Cuttery	200		Westfield Wheaton	840 Delsea Drive N 11160 Veirs Mill Rd Space G10D	Glassboro Silver Spring	MD	08028-1438 20902-2538	(856) 863-9720 (301) 946-9700	11/05/87
1235 Hair Cuttery	100		Northway Shopping Center	672 Old Mill Road Suite D	Millersville	MD	21108-1363	(410) 987-9743	10/13/87
1237 Hair Cuttery	100		White Marsh Plaza	7972 Honeygo Boulevard Space S	Baltimore	MD	21236-4919	(410) 931-7199	12/08/88
1238 Hair Cuttery	200		Kingstowne Center	5860 Kingstowne Ctr	Alexandria	VA	22315-5734	(703) 971-9553	09/23/96
1249 Hair Cuttery	400		Fishtown Crossing	2457 Aramingo Ave	Philadelphia	PA	19125-3731	(215) 634-7422	06/01/89
1250 Hair Cuttery	201		Westpark Center	9625 W Broad St	Glen Allen	VA	23060-4116	(804) 270-6711	11/01/89
1251 Hair Cuttery	201		Barracks Road Shopping Center	1106 Emmet St N	Charlottesville	VA	22903-4835	(434) 977-3509	12/20/87
1253 Hair Cuttery	201		Spotswood Valley Square	1790 E Market St Space S128	Harrisonburg	VA	22801-5114	(540) 433-6433	05/21/88
1283 Hair Cuttery	400	455	Plymouth Square Shopping Center	200 W Ridge Pike	Conshohocken	PA	19428-3702	(610) 825-3632	08/02/90
1284 Hair Cuttery	200	232	Aspen Hill Shopping Center	13609 Connecticut Avenue	Silver Spring	MD	20906-2914	(301) 598-0916	03/17/89
1285 Hair Cuttery	100		Constant Friendship Shopping Center	3476 Emmorton Road	Abingdon	MD	21009-2016	(410) 569-1535	04/12/89
1286 Hair Cuttery	303		Bird Ludlam Shopping Center	6794 Bird Rd	Miami	FL	33155-3753	(305) 666-7569	04/22/88
1287 Hair Cuttery	303		Colonial Palms Plaza	13617 S Dixie Hwy Ste 123	Miami	FL	33176-7259	(305) 233-6474	01/20/89
1302 Hair Cuttery	201		York River Crossing Shopping Center	2359 York Crossing Dr	Hayes	VA	23072-3643	(804) 642-5593	10/16/90
1312 Hair Cuttery	302		Oak Hill Shopping Center	7628 103rd St Spc 10	Jacksonville	FL	32210-9735	(904) 778-4571	08/18/88
1313 Hair Cuttery	100		Whiteland Towne Center	119 W Lincoln Hwy Space 1520	Exton	PA	19341-2609	(610) 363-8487	02/14/89
1328 Hair Cuttery	303		Royal Eagle Plaza	9162 Wiles Rd Space A08	Coral Springs	FL	33067-1999	(954) 344-6555	09/21/89
1333 Hair Cuttery	400		Ardmore West Shopping Center	19 Woodside Rd Ste F	Ardmore	PA	19003-1441	(610) 642-1121	10/23/88
1337 Hair Cuttery	400		Larchmont Commons Shopping Center	3111 Route 38 Space 9	Mount Laurel	NJ	08054-9754	(856) 234-2778	01/19/90
1340 Hair Cuttery	200		Huntsman Square	7505 Huntsman Blvd Space A1	Springfield	VA	22153-1649	(703) 912-9435	05/29/90
1341 Hair Cuttery	302 400		Casselberry Collection	3385 SUS Highway 17 92	Casselbery	FL NJ	32707-2933	(407) 331-7733	06/16/89
1345 Hair Cuttery 1352 Hair Cuttery	200		Cross Keys Commons The Village Center at Sully Station	3501 Route 42 5637 Stone Rd Unit 14	Turnersville Centreville	VA VA	08012-1752 20120-1618	(856) 875-7660 (703) 803-9712	02/09/90
1359 Hair Cuttery	100	148		1009 Governors Place Building 10	Bear	DE	19701-3048	(302) 836-3749	05/02/91
1367 Hair Cuttery	302		Gaitway Plaza	2701 SW College Rd	Ocala	FL	34474-7450	(352) 237-7919	06/15/90
1369 Hair Cuttery	302		West Towne Corners	200 S State Road 434 Ste 1068	Altamonte Springs	FL	32714-3817	(407) 788-8119	05/15/90
1387 Hair Cuttery	200		Mapledale Plaza	5421 Mapledale Plaza Unit 10	Woodbridge	VA	22193-4526	(703) 590-5676	08/15/90
1389 Hair Cuttery	100		Harleysville Meadowbrook Plaza	288 Main St	Harleysville	PA	19438-2416	(215) 256-1105	04/18/89
1394 Hair Cuttery	400		Marketplace at Huntingdon Valley	2144 County Line Rd	Huntingdon Valley	PA	19006-1740	(215) 355-2530	10/23/92
1395 Hair Cuttery	400		Souderton Square	712 Route 113	Souderton	PA	18964-1004	(215) 723-9450	07/10/89
1405 Hair Cuttery	302		Deland West Volusia	2703 S Woodland Blvc	Deland	FL	32720-7005	(386) 738-5082	01/16/89
1406 Hair Cuttery	302	391	New Smyrna Beach Shopping Center	1980 State Road 44	New Smyrna	FL	32168-8349	(386) 428-3220	01/16/89
1407 Hair Cuttery	303	377	Titusville St Johns Plaza	3229 Garden St	Titusville	FL	32796-3004	(321) 267-7075	01/16/89
1421 Hair Cuttery	200	265	Market at Opitz Crossing	2004 Daniel Stuart Square Space B	Woodbridge	VA	22191-3315	(703) 494-9573	02/19/91
1460 Hair Cuttery	200		The Shops at the Glen	4152 Merchant Plaza	Woodbridge	VA	22192-5085	(703) 590-4293	04/02/93
1467 Hair Cuttery	303	363	Flagler Park Shopping Center	8359 W Flagler St	Miami	FL	33144-2072	(305) 262-3635	08/28/91
1492 Hair Cuttery	100		Governor Plaza	6651 Ritchie Highway Suite 19	Glen Burnie	MD	21061-2361	(410) 766-1255	05/23/90
1499 Hair Cuttery	200		Ellsworth Place	8661 Colesville Road Suite C139	Silver Spring	MD	20910-3945	(301) 589-0368	04/02/92
1509 Hair Cuttery	100		Prices Corner Shopping Center	3218 Kirkwood Highway Suite B208	Wilmington	DE	19808-6130	(302) 999-7724	09/05/90
1540 Hair Cuttery	400		Bay Shore Mall Shopping Center	3845 Bayshore Road Space 2	North Cape May	NJ	08204-3261	(609) 884-5854	08/02/90
1542 Hair Cuttery	400		Raymour & Flanigan Plaza	515 Route 73 S Unit 114	Mariton	NJ	08053-9661	(856) 596-9832	05/20/92
1590 Hair Cuttery	100 201		Annapolis Harbour Center Hair Cuttery  Dominion Square	2576 Solomons Island Rd	Annapolis	MD	21401-3710	(410) 573-5128	06/27/91
1593 Hair Cuttery 1615 Hair Cuttery	201		Rose Hill Shopping Center	709 Dominion Square Shopping Center 6050 Rose Hill Dr Ste A	Culpeper Alexandria	VA VA	22701-2479 22310-1933	(540) 825-4384 (703) 313-8227	09/20/90 12/16/92
1634 Hair Cuttery	400	457	Court at Deptford	1500 Almonesson Road Building D15	Deptford	NJ	08096-5259	(856) 232-9172	02/12/91
1636 Hair Cuttery	100	148		8223 Elliott Road Suite 105	Easton	MD	21601-2956	(410) 822-9423	09/27/94
1651 Hair Cuttery	200		Shoppes at Easton Federal Plaza	12274A Rockville Pike Space 3	Rockville	MD	20852-1664	(301) 231-7060	07/05/91
1663 Hair Cuttery	200		Colonnade at Union Mill	5758 Union Mill Rc	Clifton	VA	20124-1088	(703) 830-5964	08/15/91
1706 Hair Cuttery	400		Haddon Shops	32 Haddon Avenue	Haddon Township	NJ	08108-2731	(856) 854-960C	06/27/91
1716 Hair Cuttery	100		Kentlands Square	257 Kentlands Boulevard	Gaithersburg	MD	20878-5446	(301) 208-9656	01/12/94
1740 Hair Cuttery	303		Maplewood Plaza	1154 N University Dr Spc G3	Coral Springs	FL	33071-8318	(954) 752-0449	03/07/92
1750 Hair Cuttery	303		Garden Square Center	8645 NW 186th St	Hialeah	FL	33015-2553	(305) 829-1962	12/14/91
1758 Hair Cuttery	400		Andorra Shopping Center	701 Cathedral Road Suite 8	Philadelphia	PA	19128-2128	(215) 487-7130	02/29/92
1762 Hair Cuttery	400		Rio Grande Plaza	1500 Route 47 Space E6	Rio Grande	NJ	08242-1400	(609) 889-9869	01/09/92
1789 Hair Cuttery	100		Enchanted Forest	10030 Baltimore National Pike	Ellicott City	MD	21042-3695	(410) 750-981C	07/21/92
1803 Hair Cuttery	100		Aberdeen Marketplace	1020 Beards Hill Road Suite D	Aberdeen	MD	21001-2257	(410) 273-9871	09/27/93
1804 Hair Cuttery	400		Audubon Square	2644 Egypt Rd	Norristown	PA	19403-2302	(610) 666-9825	06/14/96
1805 Hair Cuttery	400		Shops at Windsor Green	3495 US Highway 1 Suite B114	Princeton	NJ	08540-5933	(609) 452-9710	08/06/93
1827 Hair Cuttery	200		Tysons Square	8317 Leesburg Pike	Vienna	VA	22182-2407	(703) 506-9654	02/12/93
1828 Hair Cuttery	200		4818 Bethesda Avenue	4818 Bethesda Avenue	Bethesda	MD	20814-5202	(301) 656-0760	07/09/92
1830 Hair Cuttery	302		Northgate Shopping Center	293 E International Speedway Blvc	Deland	FL	32724-2339	(386) 734-9341	09/09/93
1839 Hair Cuttery	200		Little River Center	7404 Little River Turnpike	Annandale	VA	22003-3013	(703) 813-9829	09/17/93
1842 Hair Cuttery	201	225	Harbour Pointe Village	13620 Hull Street Rd	Midlothian	VA	23112-2108	(804) 739-9784	01/06/94
1844 Hair Cuttery	100		Westtown Marketplace	1502 W Chester Pike	West Chester	PA	19382-7705	(610) 692-9017	11/17/93
1845 Hair Cuttery	200		North Point Village	1434 Northpoint Village Center	Reston	VA	20194-1190	(703) 904-8746	02/01/94
1850 Hair Cuttery	200		Franklin Farm Village Center	13300 Franklin Farm Rd Ste A	Herndon	VA	20171-4096	(703) 904-8734	05/27/93
1866 Hair Cuttery	400		Berlin Circle Plaza	116 Walker Avenue Space 4A	West Berlin	NJ	08091-1424	(856) 767-9686	10/16/93
1870 Hair Cuttery	200		Fair Lakes Center	12987 Fair Lakes Shopping center 21000 Southbank Street	Fairfax Sterling	VA VA	22033-5177	(703) 830-8344	03/03/94
1873 Hair Cuttery	200 400		Cascades Marketplace North Penn Marketplace		Sterling Lansdale		20165-7242	(703) 450-9883	08/26/94
1875 Hair Cuttery 1876 Hair Cuttery	201		Crossways Center	1551 S Valley Forge Rd Store H 1412 Greenbrier Parkway	Chesapeake	PA VA	19446-5461 23320-2832	(215) 362-9852 (757) 420-8920	03/10/94 05/24/93
TOYOTHAN CULTERY		456	Cumberland Crossing	2267 N 2nd Street Space B5	Millville	NJ	08332-1305	(856) 327-9874	03/24/93
1879 Hair Cuttery	400								

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Page 3

Salon Id	Brand	Region Cod Di	istrict Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
1900	Hair Cuttery	400	455	Horsham Point Shopping Center	314 Horsham Rd Ste H	Horsham	PA	19044-2109	(215) 441-9814	12/12/97
	Hair Cuttery	200	235		3307 Lee Hwy	Arlington	VA	22207-3713	(703) 527-9669	11/17/93
	Hair Cuttery	303	381		1565 S Federal Hwy Space 8	Fort Lauderdale	FL	33316-2686	(954) 728-9051	09/15/93
	Hair Cuttery	302	384		2200 Winter Springs Blvd	Oviedo	FL	32765-9358	(407) 365-9854	09/02/94
	Hair Cuttery	303	381		3850 Oakwood Blvd	Hollywood	FL	33020-7114	(954) 920-8595	12/08/94
	Hair Cuttery	302	389		1563 Rock Springs Rd Space B5	Apopka	FL	32712-2231	(407) 889-755C	01/12/95
	Hair Cuttery	100	441		3552 W Chester Pike	Newtown Square	PA	19073-4128	(610) 356-9745	06/08/94
	Hair Cuttery	100	441		500 Chesterbrook Blvd Ste 3	Wayne	PA	19087-5603	(610) 296-9879	02/10/94
	Hair Cuttery	302 303		Butler Plaza West	3912 SW Archer Rd Unit 20	Gainesville	FL	32608-2342	(352) 337-9093	03/08/95
	Hair Cuttery Hair Cuttery	302	362 391		817 N Homestead Blvd	Homestead	FL	33030-5024	(305) 245-8187	03/21/95
	Hair Cuttery	302		Westport Square Shopping Center Winter Park Corners	1644 Taylor Rd 1959 Aloma Ave Spc 20	Port Orange Winter Park	FL	32128-6753 32792-3212	(386) 761-8486 (407) 671-2008	12/17/94 04/08/94
	Hair Cuttery	302	371	L	9550 Baymeadows Rd Ste 12	Jacksonville	FL	32256-0748	(904) 636-9385	07/22/94
	Hair Cuttery	400		Ellisburg Circle Shopping Center	1646 Kings Highway N Space S4	Cherry Hill	NJ	08034-2302	(856) 795-8337	11/21/94
	Hair Cuttery	100	155		71 Jefferson Crossing Way Suite A	Charles Town	WV	25414-5987	(304) 728-6530	02/08/96
	Hair Cuttery	400		Perkasie Square	521 Constitution Ave	Perkasie	PA	18944-1248	(215) 453-9296	07/09/94
	Hair Cuttery	200	230	· · · · · · · · · · · · · · · · · · ·	44110 Ashburn Shopping Plaza 190	Ashburn	VA	20147-3999	(703) 729-9702	11/16/94
	Hair Cuttery	400	457		330 W Oregon Ave Space 35	Philadelphia	PA	19148-4723	(215) 339-9008	08/26/94
	Hair Cuttery	302	391	<u> </u>	2978 S Ridgewood Ave	Edgewater	FL	32141-7527	(386) 424-9988	03/11/94
	Hair Cuttery	400	410	<u> </u>	1291 Lincoln Hwy Space 34	Levittown	PA	19056-1136	(215) 945-9955	09/23/94
	Hair Cuttery	303	362		13817 SW 88th St	Miami	FL	33186-1303	(305) 382-9567	10/26/95
	Hair Cuttery	303	360	11 3	16210 Indian Trace	Weston	FL	33326-1922	(954) 384-9099	03/07/95
	Hair Cuttery	400	426		639 Conchester Hwy	Boothwyn	PA	19061-3147	(610) 494-8376	12/10/94
	Hair Cuttery	400	410		11000 Roosevelt Blvd	Philadelphia	PA	19116-3961	(215) 969-9915	11/21/94
	Hair Cuttery	400	456		79 S White Horse Pike Suite B	Hammonton	NJ	08037-1872	(609) 567-9199	12/21/95
	Hair Cuttery	401	475		9535 S Cicero Ave Spc 16	Oak Lawn	IL	60453-3136	(708) 229-0017	09/16/94
	Hair Cuttery	401	460		9 Golf Ctr	Hoffman Estates	IL	60169-4910	(847) 519-7743	01/14/95
	Hair Cuttery	401	460		355 S Barrington Rd	Schaumburg	IL	60193-5345	(847) 301-8793	04/12/95
	Hair Cuttery	401	460	-	148 N Randall Rd	Lake in the Hills	IL	60156-4471	(847) 854-2517	03/13/96
	Hair Cuttery	200	250		12208 Fairfax Towne Center	Fairfax	VA	22033-2877	(703) 273-8911	12/20/95
2051	Hair Cuttery	401	475	34th Street Plaza	3357 Chicago Rd	Chicago Hts	IL	60411-5422	(708) 756-1882	03/08/95
	Hair Cuttery	401	465	L '	4747 N Harlem Ave Unit K	Harwood Heights	IL	60706-4600	(708) 867-3065	03/01/95
	Hair Cuttery	201	226		3424 Pump Rd Space 13	Richmond	VA	23233-1111	(804) 360-9788	02/23/97
	Hair Cuttery	201		Monticello Marketplace	4680 Monticello Ave Ste 18E	Williamsburg	VA	23188-8214	(757) 564-989C	01/10/99
	Hair Cuttery	400	440		1273 Highway 33	Hamilton	NJ	08690-2713	(609) 588-9874	07/18/95
	Hair Cuttery	302		Willa Springs Shopping Center	5699 Red Bug Lake Rd	Winter Springs	FL	32708-4969	(407) 695-5577	01/20/95
	Hair Cuttery	201	220	3	1340 N Great Neck Rd	Virginia Beach	VA	23454-2268	(757) 481-9806	03/16/95
	Hair Cuttery	401		Broadway and Briar	3143 N Broadway St	Chicago	IL	60657-4508	(773) 529-4741	04/12/97
	Hair Cuttery	401	465		118 Broadview Village Sc	Broadview	IL	60155-4874	(708) 344-8853	03/17/95
	Hair Cuttery	401	480	<b>+</b>	1008 S Elmhurst Rd	Mount Prospect	IL	60056-4240	(847) 758-8689	01/02/97
	Hair Cuttery	302	384		1009 Lockwood Blvd	Oviedo	FL	32765-6001	(407) 365-9916	08/29/95
	Hair Cuttery	302	385	ŭ .	3720 NW 13th St	Gainesville	FL	32609-5906	(352) 373-2145	09/08/95
	Hair Cuttery	400	426	11. 5	913 Paoli Pike Space 2A	West Chester	PA	19380-4527	(610) 696-9907	04/21/95
	Hair Cuttery	302	389	9	1940 N State Road 19	Eustis	FL	32726-6729	(352) 589-7994	04/24/95
	Hair Cuttery	303	377		7327 N Highway 1 Ste C	Cocoa	FL	32927-5208	(321) 631-9478	04/14/95
	Hair Cuttery	302	389		2644 Maguire Rd	Ocoee	FL	34761-4752	(407) 656-7649	10/24/95
	Hair Cuttery	303	350		1370 Coral Ridge Dr	Coral Springs	FL	33071-5419	(954) 753-1554	05/03/96
	Hair Cuttery	303 100	350	· ·	11120 W Oakland Park Blvc	Sunrise	FL	33351-6808	(954) 749-8226	02/28/97
	Hair Cuttery Hair Cuttery	302	155 391		1733 Dual Highway 1425 W Granada Blvd Unit 8	Hagerstown Ormond Beach	MD FL	21740-6653 32174-8113	(301) 745-9726 (386) 672-9327	11/21/95
	Hair Cuttery	100	441		542 Kimberton Road	Phoenixville	PA	19460-4737	(610) 933-9810	03/31/95
	Hair Cuttery	303		Shadowwood Square	9843 Glades Rd	Boca Raton	FL	33434-3918	(561) 487-5155	07/07/95
	Hair Cuttery	200	232		3731 University Boulevard W Suite C	Kensington	MD	20895-2150	(301) 942-9748	11/24/95
	Hair Cuttery	201	260		10072 Dumfries Rd	Manassas	VA	20110-7949	(703) 257-4604	02/23/96
	Hair Cuttery	401		Clark and Diversey	2734 N Clark St	Chicago	11	60614-1503	(773) 244-3982	09/07/95
	Hair Cuttery	401	480		1721 N Richmond Rc	Mchenry	11	60051-5413	(815) 759-0572	01/14/97
	Hair Cuttery	302	371	· .	11250 Old Saint Augustine Rd Suite 13	Jacksonville	FL	32257-1088	(904) 268-9728	04/12/95
	Hair Cuttery	303	360		985 N Nob Hill Rc	Plantation	FL	33324-1079	(954) 476-9478	01/13/97
	Hair Cuttery	200	270		7263 Arlington Blvd Ste J	Falls Church	VA	22042-3219	(703) 849-9758	09/13/95
	Hair Cuttery	100		Shoppes at Lionville Station	459 Uwchlan Ave	Chester Springs	PA	19425-2232	(610) 363-9843	10/11/96
	Hair Cuttery	400	450	Logan Square	6542 Lower York Rd Ste B	New Hope	PA	18938-1817	(215) 862-9958	08/25/95
	Hair Cuttery	400	420		886 Union Mill Road	Mount Laurel	NJ	08054-9561	(856) 866-9473	05/30/97
	Hair Cuttery	401		Hillcrest Shopping Center	1701 N Larkin Ave Spc B1	Crest Hill	IL	60403-1970	(815) 744-2395	10/27/95
	Hair Cuttery	400		Wrangleboro Consumer Square	320 Consumer Square	Mays Landing	NJ	08330-3326	(609) 645-982C	01/21/98
	Hair Cuttery	100		Market Square	5607 Concord Pike	Wilmington	DE	19803-1428	(302) 478-9978	06/23/95
	Hair Cuttery	302		Fleming Island Shopping Center	5000 US Highway 17 Ste 20	Orange Park	FL	32003-8229	(904) 264-9065	02/26/97
	Hair Cuttery	303		Paraiso Plaza	3345 W 80th St	Hialeah	FL	33018-5065	(305) 362-9726	06/18/97
	Hair Cuttery	401	465		8303 1/2 W Golf Rc	Niles	IIL E	60714-1113	(847) 583-0337	01/17/97
	Hair Cuttery	302	388		3932 S Semoran Blvd	Orlando	FL	32822-4008	(407) 273-4524	10/09/95
	Hair Cuttery	400		Brace Road Station	1479 Brace Road	Cherry Hill	NJ	08034-3524	(856) 354-988C	03/06/97
	Hair Cuttery	400		Maintree Shopping Center	301 S Main Road	Vineland	NJ	08360-7897	(856) 507-9883	01/15/98
	Hair Cuttery	400		Marketplace at Chews Landing	1214 Chews Landing Road	Laurel Springs	NJ MA	08021-2803	(856) 309-9826	11/09/96
	Hair Cuttery	201	220		4000 Virginia Beach Blvd	Virginia Beach	VA	23452-1743	(757) 340-9401	01/15/96
	Hair Cuttery	201	260		1638 Tappahannock Blvd PO Box 1908	Tappahannock	VA	22560-0000	(804) 443-0208	03/18/97
	Hair Cuttery	100 400	160 450		1311 Londontown Boulevarc 800 Bustleton Pike Ste B1	Sykesville	MD	21784-6454	(410) 549-9742	11/17/96
	Hair Cuttery	400	450 410			Richboro	PA PA	18954-1360	(215) 357-9453	03/11/99
	Hair Cuttery Hair Cuttery	303	363		1629 Big Oak Rd 9569 NW 41st St	Yardley Doral	FL	19067-6418	(215) 493-9943 (305) 436-8053	07/07/97 08/01/97
	Hair Cuttery Hair Cuttery	303	388		2772 E Colonial Dr	Orlando	FL	33178-2371 32803-5025	(407) 895-9738	04/18/96
	Hair Cuttery	200	265		5155 Waterway Dr	Montdair	VA	22025-1261	(703) 583-1775	03/18/98
	Hair Cuttery	401		Water Tower Plaza	1593 N State Route 50	Bourbonnais	10	60914-4429	(815) 936-6189	08/01/96
	Hair Cuttery	201	226		3154 W Cary St	Richmond	VA	23221-3504	(804) 354-9575	12/08/95
	Hair Cuttery	302	372		7001 Merrill Rd Ste 2S	Jacksonville	FL	32277-2600	(904) 744-820C	07/15/96
	Hair Cuttery	302	372		2771 Monument Rd Ste 22	Jacksonville	FL	32225-3514	(904) 646-1555	07/15/96
	Hair Cuttery	302	371	-	3988 3rd St S	Jacksonville Beach	FL	32250-5847	(904) 241-2458	07/15/96
	Hair Cuttery	302		Chimney Lakes Village	8540 Argyle Forest Blvd	Jacksonville	FL	32244-6702	(904) 908-993C	11/14/96
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Page 4 016926.49536.001.04 EAST\174443567.4

Salon Id Brand	Region Cod D	istrict Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Da
2385 Hair Cuttery	401	485	Highland Grove Shopping Center	10351 Indianapolis Blvd	Highland	IN	46322-3509	(219) 922-4920	05/06/97
2390 Hair Cuttery	302	388	Eastwood Shopping Center	1933 S Alafaya Trail	Orlando	FL	32828-8732	(407) 737-9978	02/02/98
2396 Hair Cuttery	302	385	Churchill Square Shopping Center	303 SE 17th St Ste 105	Ocala	FL	34471-4422	(352) 368-3698	12/02/96
2397 Hair Cuttery	401	480	Northpoint Shopping Center	350 E Rand Rd	Arlington Heights	IL	60004-3104	(847) 392-4631	11/22/96
2404 Hair Cuttery	303	377	Three Meadows Plaza	622 Barnes Blvd	Rockledge	FL	32955-5210	(321) 632-9042	02/17/97
2405 Hair Cuttery	303	378	Lakeside Square at Loggers Run	11640 W Palmetto Park Rd	Boca Raton	FL	33428-2501	(561) 483-8895	10/04/97
2406 Hair Cuttery	401		Tinley Park Commons	17121 Harlem Ave	Tinley Park	IL	60477-3369	(708) 429-6377	11/16/96
2410 Hair Cuttery	100		Edgmont Square	4837 W Chester Pike Space 8	Newtown Square	PA	19073-2213	(610) 356-9920	05/30/97
2416 Hair Cuttery	201		Statler Square	850 Statler Blvd Space S104	Staunton	VA	24401-4885	(540) 886-9817	11/09/96
2419 Hair Cuttery	303	360	Sawgrass Square	12514 W Sunrise Blvc	Sunrise	FL	33323-2987	(954) 851-9578	09/18/97
2426 Hair Cuttery	401		Dekalb Market Square	2350 Sycamore Rd Ste H	Dekalb	IL	60115-2000	(815) 758-4697	12/05/97
2430 Hair Cuttery	303		Coquina Plaza	15781 Sheridan St	Fort Lauderdale	FL	33331-3486	(954) 434-8742	07/08/98
2437 Hair Cuttery	100		Big Elk Mall Shopping Center	117 Big Elk Mall	Elkton	MD	21921-5912	(410) 620-9833	08/21/97
2445 Hair Cuttery	400		Mill Pond Village	380 Egg Harbor Road Suite C4	Sewell	NJ	08080-3152	(856) 582-9802	05/20/97
2447 Hair Cuttery	100		Peacock Center	518 E Ridgeville Blvc	Mount Airy	MD	21771-5252	(301) 829-9815	12/08/97
2455 Hair Cuttery	100		Kingsbrook Crossing	5318 New Design Road	Frederick	MD	21703-7102	(301) 663-9634	02/13/98
2460 Hair Cuttery	302		Publix at Lake Forest	5256 W State Road 46	Sanford	FL	32771-9230	(407) 302-847C	03/18/99
2461 Hair Cuttery	302		Suncrest Village	10071 University Blvd	Orlando	FL	32817-1902	(407) 672-3084	10/22/01
2465 Hair Cuttery	100		River Hill Village Center	6040 Daybreak Circle Suite 200	Clarksville	MD	21029-1643	(410) 531-8052	11/16/97
2478 Hair Cuttery	401		Nelson Plaza	410 Nelson Rd	New Lenox	IL.	60451-2946	(815) 485-9705	04/09/98
2481 Hair Cuttery	303		Winston Park Center	5385 Lyons Rd Spc B4	Coconut Creek	FL	33073-2810	(954) 480-8312	01/14/99
2482 Hair Cuttery	302		Publix Plaza	9100 Merrill Rd Ste 7	Jacksonville	FL	32225-4349	(904) 744-9542	04/14/97
2488 Hair Cuttery	400		Richland Crossing Shopping Center	211 N West End Blvd	Quakertown	PA	18951-2316	(215) 536-9790	08/19/98
2491 Hair Cuttery	100		Riverside Shopping Center	1321 Riverside Parkway Suite D2	Belcamp	MD	21017-3402	(410) 273-9905	07/17/97
2498 Hair Cuttery	200		Lee Harrison Shopping Center	2455 N Harrison St	Arlington	VA	22207-1611	(703) 237-9392	01/14/98
2500 Hair Cuttery	401		Bohl Farm Market	5300 Northwest Hwy Unit B	Crystal Lake	IIL.	60014-8072	(815) 444-793C	04/13/00
2503 Hair Cuttery	401		Praire Point Shopping Center	3015 E New York St	Aurora	IIL.	60504-5162	(630) 236-7124	08/17/98
2507 Hair Cuttery	401		North Riverside Shopping Center	2304 Harlem Ave	North Riverside	III.	60546-1414	(708) 442-6673	12/15/97
2508 Hair Cuttery	401		Two Rivers Shopping Center	1196 W Boughton Rd Ste G	Bolingbrook	III.	60440-6569	(630) 378-0986	11/20/98
2509 Hair Cuttery	401		Centennial Plaza	1218 State St	Lemont	IL NA	60439-4489	(630) 243-9845	08/07/98
2513 Hair Cuttery	201		Virginia Gateway Giant Center	7543 Linton Hall Rd Ste D5	Gainesville	VA	20155-2972	(703) 753-1306	09/17/99
2531 Hair Cuttery 2533 Hair Cuttery	100 201		Village at Gap	5360 Lincoln Hwy	Gap	PA VA	17527-9451	(717) 442-2359 (757) 428-9838	01/08/99
			Kroger Plaza	1800 Republic Roac	Virginia Beach		23454-4542		
2535 Hair Cuttery	200		Potomac Yard Center	3925B Jefferson Davis Highway	Alexandria	VA	22305-3139	(703) 548-9393	12/02/98
2545 Hair Cuttery	401 401		Shoppes at Windmill Place	2008 W Wilson St	Batavía	IL.	60510-9482	(630) 761-3382	01/11/00
2546 Hair Cuttery			Northwest Shopping Center	521 E. Dundee Road	Palatine	II.	60074-2815	(847) 963-8389	05/14/02
2548 Hair Cuttery	401		Westwood Centre	2301 63rd St	Woodridge	IL.	60517-1300	(630) 434-8873	08/06/98
2553 Hair Cuttery	400		Newtown Shopping Center	40 West Rd Unit L	Newtown	PA	18940-4301	(215) 968-9815	11/02/01
2560 Hair Cuttery	303		Dadeland Station	8328 S Dixie Hwy	Miami	FL	33143-7714	(305) 665-8720	03/27/98
2564 Hair Cuttery	400		Spring House Village	1121 Bethlehem Pike Ste 90	Spring House	PA	19477-1102	(215) 793-9556	07/29/99
2569 Hair Cuttery	401		Evanston Galleria	1704 Sherman Ave	Evanston	IL.	60201-3713	(847) 869-0814	05/26/98
2606 Hair Cuttery	302		Deltona Landing	915 Doyle Road Suite A8	Deltona	FL	32725-8260	(386) 574-8357	03/30/99
2607 Hair Cuttery	302		Halifax Village Plaza	3760 Roscommon Dr	Ormond Beach	FL	32174-2849	(386) 615-8745	09/30/99
2608 Hair Cuttery	400 302		Hartford Plaza	631 E Evesham Road	Runnemede	NJ	08078-1866	(856) 939-9856	05/18/98
2612 Hair Cuttery			Lake Mary Village Shopping Center	3801 W Lake Mary Blvd	Lake Mary	FL	32746-6159	(407) 321-220C	07/02/98
2679 Hair Cuttery	401		Rose Plaza at Oak Forest	5451 159th St	Oak Forest	IL.	60452-3221	(708) 687-9294	07/19/00
2683 Hair Cuttery	401 401		Woodstock Retail Center	115 S Eastwood Dr 855 E Belvidere Rd	Woodstock	II.	60098-3519 60030-2581	(815) 337-5981 (847) 223-0465	10/28/04
2684 Hair Cuttery 2685 Hair Cuttery	401		Grayslake Crossing Elmhurst Crossing	185 S IL Route 83	Grayslake	IIL.	60126-3033	(630) 758-0197	06/12/00
	302				Elmhurst Orlando	FL	32819-9021		
2688 Hair Cuttery 2692 Hair Cuttery	400		Sandlake Corners Shopping Center Home Depot Plaza	8155 S John Young Pkwy 1336 Bristol Pike Unit 160	Bensalem	PA	19020-5660	(407) 352-9273 (215) 633-8707	08/16/99 01/14/99
2695 Hair Cuttery	303		The Shoppes of Paradise Lakes	16792 SW 88th St	Miami	FL	33196-5937	(305) 388-8239	10/30/99
2696 Hair Cuttery	303		Publix at Doral Isles	10767 NW 58th St	Doral	FL	33178-2801	(305) 437-8228	12/08/99
2720 Hair Cuttery	401		Charles Plaza	1475 Palatine Rd	Hoffman Estates	11	60192-1196	(847) 202-0256	01/16/01
2725 Hair Cuttery	401		Naperville Centre	2863 W 95th St Ste 127	Naperville	10	60564-9006	(630) 922-7852	11/01/00
2728 Hair Cuttery	100		Lighthouse Plaza	19323 Lighthouse Plaza Boulevard	Rehoboth Beach	DE	19971-6162	(302) 226-9822	07/26/99
2734 Hair Cuttery	200		Beacon Center	6758 Richmond Highway	Alexandria	VA	22306-6701	(703) 765-9662	12/01/98
2738 Hair Cuttery	303		Wickham Corners Shopping Center	1070 N Wickham Rd Suite 104	Melbourne	FL	32935-8956	(321) 751-9012	06/01/99
2739 Hair Cuttery	303		Sunset Shops	18429 Miramar Pkwy	Miramar	FL	33029-5802	(954) 431-8687	01/28/00
2756 Hair Cuttery	401		Brookside Plaza	6682 Joliet Rd Ste 105	Countryside	TiL.	60525-4575	(708) 246-1810	07/25/02
2758 Hair Cuttery	303		Sawgrass Center	5940 Coral Ridge Dr	Coral Springs	FL	33076-3300	(954) 757-8637	06/29/00
2764 Hair Cuttery	401		1037 Shooting Park Road	1037 Shooting Park Rd	Peru	IL	61354-1870	(815) 224-8007	04/22/99
2766 Hair Cuttery	401		Dunes Plaza	352 Dunes Plaza	Michigan City	IN	46360-7342	(219) 879-9551	03/22/99
2767 Hair Cuttery	401		Schererville Plaza	1690 US Highway 41	Schererville	IN	46375-1318	(219) 322-1438	03/23/99
2770 Hair Cuttery	401		The Marketplace	230 N Mulford Rd	Rockford	IL	61107-7094	(815) 397-9838	04/15/99
2772 Hair Cuttery	401		3217 East Lincolnway	3217 E Lincoln Way	Sterling	IL	61081-1772	(815) 626-9703	04/20/99
2773 Hair Cuttery	401		Rock River Plaza	3915 41st Avenue Dr	Moline	IL	61265-1000	(309) 736-0519	04/21/99
2775 Hair Cuttery	401		Kroger Center	2507 E Oakland Ave	Bloomington	IL	61701-5829	(309) 664-4446	05/19/99
2784 Hair Cuttery	401		Jacksonville Shoppes	906 W Morton Ave	Jacksonville	IL	62650-3151	(217) 243-9957	05/11/99
2785 Hair Cuttery	401		Sangamon Center North	1935 E Sangamon Ave	Springfield	IL	62702-1265	(217) 753-9303	05/13/99
2790 Hair Cuttery	201		Marketplace at Nickerson	2078 Nickerson Blvd Ste 4	Hampton	VA	23663-1059	(757) 850-9349	08/06/99
2792 Hair Cuttery	100		Shops at Town Center	19818 Century Blvd	Germantown	MD	20874-1198	(301) 916-9728	02/12/01
2810 Hair Cuttery	401		Portage Crossings	6097 US Highway 6	Portage	IN	46368-5215	(219) 762-356C	09/13/99
2812 Hair Cuttery	302		Waterford Lakes Town Center	465 N Alafaya Trl	Orlando	FL	32828-7017	(407) 382-9432	03/03/00
2815 Hair Cuttery	401		Stonebrook Plaza Shopping Center	3273 W 115th St	Merrionette Park	IL	60803-4555	(708) 389-4812	04/20/00
2818 Hair Cuttery	303		Post Commons	4100 N Wickham Rd Unit 126	Melbourne	FL	32935-2485	(321) 757-844€	09/27/00
2820 Hair Cuttery	401		Hobart Center	1617 E 37th Ave	Hobart	IN	46342-2581	(219) 942-5919	08/17/01
2821 Hair Cuttery	401		Riverside Plaza	408 Riverside Dr	East Peoria	IL	61611-2098	(309) 694-9114	09/22/99
2831 Hair Cuttery	302		Windsor Commons	4765 Hodges Blvd Ste 10	Jacksonville	FL	32224-5279	(904) 821-9467	09/07/00
2832 Hair Cuttery	302		Reedy Branch Commons	10920 Baymeadows Rd Unit 9	Jacksonville	FL	32256-4570	(904) 519-9227	07/18/00
2833 Hair Cuttery	400		Hilltown Crossing Shopping Center	1571 Bethlehem Pike Unit B5	Hatfield	PA	19440-1301	(215) 822-9825	05/11/00
2835 Hair Cuttery	303		Windover Square Shopping Center	2247 W New Haven Ave	W Melbourne	FL	32904-3805	(321) 674-9710	06/29/99
2841 Hair Cuttery	201		Dominion Plaza	1620 Cedar Rd Space 108	Chesapeake	VA	23322-7197	(757) 549-659C	07/25/00
2846 Hair Cuttery	303		Deerfield Town Square	3857 W Hillsboro Blvc	Deerfield Beach	FL	33442-9481	(954) 570-7555	05/31/00
2848 Hair Cuttery	100	155	Apple Blossom Corners	2106 S Pleasant Valley Rd	Winchester	VA	22601-7003	(540) 678-0312	08/03/00

Salon Id Brand	Region Cod [	District Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Dat
2853 Hair Cuttery	100	143	King Farm Village Center	402 King Farm Blvd Ste 120	Rockville	MD	20850-5844	(301) 947-9795	04/30/01
2854 Hair Cuttery	100	145	First Colony Center	45119 First Colony Way	California	MD	20619-2416	(301) 862-9413	12/07/00
2855 Hair Cuttery	303	381	Oakwood Plaza II	3110 Oakwood Blvd	Hollywood	FL	33020-7103	(954) 921-8986	11/17/99
2856 Hair Cuttery	201	220	Red Mill Commons	1169 Nimmo Pkwy Ste 202	Virginia Beach	VA	23456-7760	(757) 563-2317	05/17/02
2864 Hair Cuttery	303		Boynton Lakes Plaza	4752 N Congress Ave	Boynton Beach	FL	33426-7951	(561) 432-9182	05/12/00
2865 Hair Cuttery	401		Wood Grove Festival	1001 75th St Ste 181	Woodridge	11	60517-2656	(630) 910-8469	07/18/00
2870 Hair Cuttery	302		Julington Village	450 State Road 13 Ste 111	Saint Johns	FL	32259-3861	(904) 230-9577	06/27/00
2871 Hair Cuttery	100		Lake Shore Plaza	4153 Mountain Rd	Pasadena	MD	21122-4455	(410) 439-994C	06/12/00
2873 Hair Cuttery	303		Crestwood Square	11991 Southern Blvd	Royal Palm Beach	EI	33411-7619	(561) 793-9272	03/07/00
	303					FL			
2900 Hair Cuttery			Blockbuster Plaza	1527 Alton Rd	Miami Beach	FL	33139-3301	(305) 604-8841	02/02/00
2902 Hair Cuttery	400		Ryders Crossing	316 Ryders Lane	Milltown	NJ	08850-1706	(732) 613-987C	08/30/01
2903 Hair Cuttery	400		Summerfield Shopping Center	24 Summerfield Blvd Suite 203	Dayton	NJ	08810-2438	(732) 438-9452	07/15/03
2913 Hair Cuttery	400		North Brunswick Shopping Center	516 Milltown Rd Space 4	North Brunswick	NJ	08902-3327	(732) 828-979€	04/12/01
2917 Hair Cuttery	401	480	Rollins Crossing Shopping Center	254 E Rollins Rd Ste 3	Round Lake Beach	IL	60073-1317	(847) 740-4878	03/22/01
2924 Hair Cuttery	400	410	Giant Marketplace	2743 Street Rd	Bensalem	PA	19020-2810	(215) 245-9693	02/16/01
2925 Hair Cuttery	302	389	Publix at Kings Ridge	4363 S Highway 27	Clermont	FL	34711-5349	(352) 243-6134	07/28/01
2927 Hair Cuttery	100		Ashland Marketplace	11121 York Rd Spc D	Cockeysville	MD	21030-2006	(410) 584-9617	04/07/00
2931 Hair Cuttery	201		Harbour View Station East	6255 College Dr Ste C	Suffolk	VA	23435-2768	(757) 484-9829	08/09/01
2932 Hair Cuttery	201	225		4678 Commonwealth Centre Pkwy	Midlothian	VA	23112-8686	(804) 744-080C	04/01/02
2933 Hair Cuttery	201		Bermuda Crossroads Shopping Center	12208 Bermuda Crossroad Lr	Chester	VA	23831-2353	(804) 706-5807	02/18/03
	201					VA			01/04/01
2937 Hair Cuttery			Holland Windsor Crossing	3877 Holland Rd Suite 402	Virginia Beach		23452-2858	(757) 340-9516	
2950 Hair Cuttery	303		Plantation Town Square	6969 W Broward Blvc	Plantation	FL	33317-2917	(954) 585-8569	02/19/02
2952 Hair Cuttery	303		Flamingo Falls Town Center	2106 N Flamingo Rd	Pembroke Pines	FL	33028-3501	(954) 538-8642	12/03/01
2962 Hair Cuttery	100		Village at Waugh Chapel	2650 Brandermill Blvd	Gambrills	MD	21054-1651	(410) 721-9816	02/28/02
2963 Hair Cuttery	200	265	Cheshire Station	4147 Cheshire Station Plaza	Dale City	VA	22193-2200	(703) 580-8391	07/18/02
2964 Hair Cuttery	303	350	Universal Plaza	5413 N University Dr	Lauderhill	FL	33351-5028	(954) 742-8726	01/17/02
2969 Hair Cuttery	100		Hanover Crossing	417 Eisenhower Dr	Hanover	PA	17331-5213	(717) 632-424C	09/02/00
2971 Hair Cuttery	200	250		10336 Main St	Fairfax	VA	22030-2410	(703) 352-9827	12/15/01
2972 Hair Cuttery	201	226		9976 Brook Rd	Glen Allen	VA	23059-6501	(804) 262-2769	09/20/01
2976 Hair Cuttery	401		Shoppes at Stoney Creek	345 Randall Rd	South Elgin	10	60177-2248	(847) 531-8167	02/28/02
						II.			
2981 Hair Cuttery	303	380		3450 Bayside Lakes Blvd SE	Palm Bay	PL.	32909-6815	(321) 676-9551	10/11/01
2983 Hair Cuttery	401		Randhurst Crossing	1 W Rand Rd Unit G	Mount Prospect	IL	60056-1137	(847) 392-7726	09/12/01
2988 Hair Cuttery	201	210	,	423 Wythe Creek Rd Ste C	Poquoson	VA	23662-1973	(757) 868-9069	01/22/01
2990 Hair Cuttery	303	380	Shoppes of Palm Bay	1150 Malabar Rd SE	Palm Bay	FL	32907-3239	(321) 724-0034	11/08/99
2991 Hair Cuttery	303	380	Suntree Square	7777 N Wickham Rd Unit 6	Melbourne	FL	32940-7976	(321) 255-2032	11/08/99
2992 Hair Cuttery	303	377	Indian River Square	5880 20th St	Vero Beach	FL	32966-1017	(772) 770-1531	11/08/99
2995 Hair Cuttery	303	375	Shoppes at St Lucie West	1331 NW Saint Lucie West Blvc	Port St Lucie	FL	34986-2139	(772) 879-0744	11/08/99
2996 Hair Cuttery	303		Island Crossing	11762 SE Federal Hwy	Hobe Sound	FL	33455-5303	(772) 546-3408	11/08/99
2997 Hair Cuttery	303		Shoppes of Jonathans Landing	17450 N Highway A1A Alt	Jupiter	FI	33477-5899	(561) 745-564C	11/08/99
2998 Hair Cuttery	401		Valparaiso Market Place	2620 Laporte Ave Ste 120	Valparaiso	IN	46383-6967	(219) 531-0296	06/18/02
	401					IIN			
3058 Hair Cuttery			Prairie Meadows Shopping Center	2313 Randall Rd	Carpentersville	IL.	60110-3448	(847) 428-0945	02/28/02
3059 Hair Cuttery	401	480		1276 SUS Highway 12 Space B1	Fox Lake	IL	60020-1950	(847) 587-5719	04/18/02
3060 Hair Cuttery	401		Shorewood Crossing	952 Brook Forest Ave	Shorewood	IL	60404-8807	(815) 577-6913	07/17/01
3062 Hair Cuttery	303		North Delray Commons	455 NE 5th Ave Ste B	Delray Beach	FL	33483-5658	(561) 278-8231	06/04/01
3076 Hair Cuttery	302	388	Fountains at Bay Hill	7581 W Sand Lake Rd	Orlando	FL	32819-5109	(407) 226-9183	10/26/01
3081 Hair Cuttery	302	391	Belle Terre Crossing	1475 Palm Coast Pkwy NW Ste 104	Palm Coast	FL	32137-4736	(386) 446-8107	07/16/01
3087 Hair Cuttery	401	492	Parkway Plaza	531 S Parkway Dr	Pekin	IL	61554-5393	(309) 353-9415	06/21/01
3088 Hair Cuttery	401		Kroger Plaza Streator	2369 N Bloomington St	Streator	IL	61364-1307	(815) 672-994C	09/11/02
3092 Hair Cuttery	303		Plaza Del Paraiso	12060 SW 127th Ave	Miami	FL.	33186-6454	(305) 969-8197	07/03/03
3098 Hair Cuttery	303		Prima Vista Crossing	7546 SUS Highway 1	Port St Lucie	Ei	34952-3485	(772) 878-9691	09/19/03
3101 Hair Cuttery	303		Suniland Shopping Center	11325 S Dixie Hwy Ste A	Miami	CI.	33156-4442	(305) 971-8230	06/21/02
	400	426				PA	17042-2568		04/03/01
3104 Hair Cuttery				2267 Lebanon Valley Mall	Lebanon			(717) 273-0802	
3111 Hair Cuttery	100		Bowie Town Center	15427 Excelsior Dr	Bowie	MD	20716-2208	(301) 464-9831	04/05/02
3112 Hair Cuttery	401		Shops of Orland Park	11235 W 143rd St	Orland Park	IL	60467-1923	(708) 349-7914	05/16/02
3115 Hair Cuttery	400		Hamilton Marketplace	142 Marketplace Boulevard	Hamilton	NJ	08691-2103	(609) 585-9518	03/23/04
3120 Hair Cuttery	401	485	Shops of St John	9488 Wicker Ave	Saint John	IN	46373-9400	(219) 365-416C	09/05/01
3122 Hair Cuttery	401	494	Laporte Plaza	1408 E Lincoln Way	Laporte	IN	46350-8047	(219) 325-0655	10/09/01
3125 Hair Cuttery	100	147	Carlisle Commerce Center	2188 White St	York	PA	17404-4951	(717) 846-025C	08/08/01
3126 Hair Cuttery	100	147	East Penn Shopping Center	734 Wertzville Rd	Enola	PA	17025-2037	(717) 732-9901	01/20/02
3129 Hair Cuttery	100		Shrewsbury Shopping Center	14645 Mount Airy Rd Ste 204	Shrewsbury	PA	17361-1432	(717) 235-4059	07/30/03
3137 Hair Cuttery	302	388		5054 Dr Phillips Blvc	Orlando	FL	32819-3310	(407) 299-8455	01/28/02
3144 Hair Cuttery	201	220		2077 Lynnhaven Pkwy Unit 1	Virginia Beach	VA	23456-4884	(757) 471-8727	07/23/01
3145 Hair Cuttery	201		Rio Hill Shopping Center	1768 Rio Hill Center	Charlottesville	VA	22901-1100	(434) 973-9274	09/24/01
3156 Hair Cuttery	400		Pine Grove Plaza	18 Broadway Suite G	Browns Mills	NJ	08015-3248	(609) 893-5023	07/29/02
3160 Hair Cuttery	302		Champions Gate Shopping Center	8303 Champions Gate Blvd	Champions Gate	FL	33896-8389	(407) 396-6537	02/15/02
3164 Hair Cuttery	303		Publix at St Andrews	5459 NW Saint James Dr	Port St Lucie	FL	34983-3444	(772) 336-9912	08/15/03
3166 Hair Cuttery	302		College Park NBD	2102 Edgewater Dr	Orlando	FL	32804-5318	(407) 481-8134	02/28/02
3167 Hair Cuttery	401		Southport/Waveland	3711 N Southport Ave	Chicago	IL	60613-3886	(773) 832-9602	10/23/02
3173 Hair Cuttery	200		Fox Mill Center	2565 John Milton Dr Unit 17	Herndon	VA	20171-2527	(703) 860-915C	01/08/02
3176 Hair Cuttery	302	391	Publix in Holly Hill	1840 Ridgewood Ave	Holly Hill	FL	32117-1738	(386) 673-8075	07/05/02
3177 Hair Cuttery	200		Fallsgrove Village	14933 Shady Grove Rd Unit H	Rockville	MD	20850-7725	(301) 424-1052	04/03/03
3179 Hair Cuttery	303		Hialeah Mercado Shopping Center	1565 W 49th St	Hialeah	FL	33012-2924	(305) 557-9024	07/09/03
3188 Hair Cuttery	401		Berkshire Place Shopping Center	13400 S State Route 59 Ste H	Plainfield	lu	60585-5832	(815) 439-7622	03/26/03
3189 Hair Cuttery	401		Dyer Towne Center	815 Joliet St	Dyer	IN	46311-1920	(219) 322-4167	03/20/03
3197 Hair Cuttery	100		Shops at Monocacy	1700 Kingfisher Dr Ste 23	Frederick	MD	21701-4769	(301) 668-9754	12/17/04
						+			
3216 Hair Cuttery	302		West Point Commons Shopping Center	13750 W Colonial Dr	Winter Garden	FL	34787-4204	(407) 656-950C	09/12/03
3217 Hair Cuttery	302		Cobblestone Village	135 Jenkins St Ste 102	St. Augustine	FL	32086-5176	(904) 824-9344	08/22/03
3227 Hair Cuttery	201	260		1495 Stafford Marketplace	Stafford	VA	22556-4530	(540) 288-0155	06/24/04
3240 Hair Cuttery	401	486	Sugar Grove Shopping Center	495 N State Route 47 Ste E	Sugar Grove	IL	60554-8015	(630) 466-9701	10/12/06
3243 Hair Cuttery	401	494	University Crossing	215 E University Dr	Granger	IN	46530-4000	(574) 277-7946	04/02/03
3249 Hair Cuttery	200		Marketplace at Potomac Station	675 Potomac Station Dr NE	Leesburg	VA	20176-1819	(703) 443-0624	07/18/04
3256 Hair Cuttery	201		Rivanna Ridge Shopping Center	1974 Abbey Rd Space E120	Charlottesville	VA	22911-3543	(434) 293-8014	12/02/02
	303		Plaza Alegre	14640 SW 26th St	Miami	FL			06/12/03
3258 Hair Cuttery							33175-8065	(305) 480-9383	
3259 Hair Cuttery	200		Chantilly Crossing	14411 Chantilly Crossing Ln	Chantilly	VA	20151-2116	(703) 378-7925	08/09/04
2250 11-1-0						VA	20170-4534		03/13/06
3260 Hair Cuttery 3264 Hair Cuttery	200 303		Herndon Marketplace Miller West Plaza	609 Post Drive 15735 SW 56th St	Herndon Miami	477	33185-3879	(703) 437-9705 (305) 485-9109	03/19/04

Salon Id Brand	Region Cod	District Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Dat
3265 Hair Cuttery	303	381	Aventura Town Plaza	18237 Biscayne Blvd	Aventura	FL	33160-2506	(305) 936-8749	04/01/04
3270 Hair Cuttery	401	495	Lincoln/ Belmont/Ashlanc	3212 N Lincoln Ave	Chicago	IL	60657-1106	(773) 525-5306	04/29/04
3271 Hair Cuttery	401	475	Prairie Crossing	11063 W Lincoln Hwy	Frankfort	IL	60423-7429	(815) 464-1565	07/23/04
3274 Hair Cuttery	401	495	Lincoln/Damen/Irving Park Road	4033 N Lincoln Ave	Chicago	IL	60618-3009	(773) 665-4213	07/29/04
3281 Hair Cuttery	401	465	The Brickyard	2620 Narragansett Ave	Chicago	IL	60639-1081	(773) 385-8056	09/01/04
3290 Hair Cuttery	401	460	Spring Hill Meadows Shopping Center	1031 W Main St	Sleepy Hollow	IL	60118-3800	(847) 426-4213	05/16/06
3291 Hair Cuttery	401	480	Plaza at Buffalo Grove	800 S Buffalo Grove Rd	Buffalo Grove	IL	60089-3755	(847) 215-3903	02/04/05
3296 Hair Cuttery	400	420	Centerton Square	28 Centerton Road	Mount Laurel	NJ	08054-6102	(856) 778-1598	03/23/05
3303 Hair Cuttery	100	145	Dunkirk Gateway Shopping Center	10814 Town Center Blvd	Dunkirk	MD	20754-2708	(410) 286-5938	08/04/06
3323 Hair Cuttery	100	143	Columbia Palace Plaza	8801 Centre Park Dr	Columbia	MD	21045-2134	(410) 772-7868	01/30/04
3325 Hair Cuttery	100	148	Dove Run Centre	282 Dove Run Drive	Middletown	DE	19709-7971	(302) 376-3568	02/03/05
3329 Hair Cuttery	401	489	Lockport Jewel Osco Shopping Center	16551 W 159th St	Lockport	IL	60441-7900	(815) 838-0580	05/13/05
3340 Hair Cuttery	302	388	Baldwin Park Village Center	4824 New Broad Street	Orlando	FL	32814-6628	(407) 893-815C	03/14/05
3341 Hair Cuttery	302		St Johns Town Center	10261 River Marsh Dr	Jacksonville	FL	32246-7417	(904) 807-9545	04/06/05
3342 Hair Cuttery	303	374	Kanner Crossing	6534 S Kanner Hwy	Stuart	FL	34997-6396	(772) 221-139C	09/15/05
3343 Hair Cuttery	302	385	Silver Spring Commons	4920 E Silver Springs Blvc	Ocala	FL	34470-3240	(352) 236-5055	11/18/04
3346 Hair Cuttery	302		Duval Station Centre	731 Duval Station Rd	Jacksonville	FL	32218-0800	(904) 696-919C	03/25/04
3353 Hair Cuttery	400	450	Valley Square at Bucks County	1111 Main St	Warrington	PA	18976-2489	(215) 491-2068	03/02/06
3364 Hair Cuttery	302		St Cloud Commons	4554 13th St Unit E	Saint Cloud	FL	34769-6766	(407) 891-9272	05/18/05
3365 Hair Cuttery	303		Cobblestone Village	10287 Okeechobee Blvd	West Palm Beach	FL	33411-1409	(561) 798-1226	11/22/05
3370 Hair Cuttery	100		Waldorf Marketplace	3045 Waldorf Market Pl	Waldorf	MD	20603-4870	(301) 645-9723	02/01/05
3372 Hair Cuttery	201		Jefferson Commons	12551 Jefferson Ave	Newport News	VA	23602-4399	(757) 874-9814	11/09/05
3376 Hair Cuttery	201		Mount Pleasant Marketplace	1464 Mount Pleasant Rd	Chesapeake	VA	23322-4043	(757) 482-3483	09/28/06
3386 Hair Cuttery	201	260	Town and Country Marketplace	43 Town and Country Dr	Fredericksburg	VA	22405-8729	(540) 361-1878	05/05/05
3387 Hair Cuttery	201		Dominion Valley Market Square	5531 Merchants View Square	Haymarket	VA	20169-5439	(571) 248-6622	09/22/06
3388 Hair Cuttery	201	230	South Riding Market Square	25050 Riding Plaza Ste 135	South Riding	VA	20159-5459	(703) 327-5406	07/07/05
3390 Hair Cuttery	200		Village at Shirlington	4150 Campbell Ave	Arlington	VA	22206-4200	(703) 379-483C	05/16/07
3391 Hair Cuttery	200		Fortuna Village Center	4218 Fortuna Center Plaza	Dumfries	VA	22025-1515	(703) 580-6484	07/22/05
3394 Hair Cuttery	100		Millville Town Center	38069 Town Center Drive	Millville	DE	19967-6968	(302) 537-4624	12/15/06
	201				Charlottesville				
3395 Hair Cuttery			Hollymead Town Center	153 Community St		VA	22911-5602	(434) 296-7653	08/30/05
3396 Hair Cuttery 3397 Hair Cuttery	201 100	225		6941 Commons Plaza 217 Oak Lee Dr Ste 7	Chesterfield	VA WV	23832-6457 25438-4865	(804) 748-8877	11/29/04
		155			Ranson		20707-5098	(304) 724-2060	04/06/06
3398 Hair Cuttery	100		Laurel Lakes Centre	14190 Baltimore Ave Ste C	Laurel	MD		(301) 498-9837	01/26/05
3401 Hair Cuttery	401		Clark and Gregory	5539 N Clark St	Chicago	IL.	60640-1222	(773) 561-1423	09/22/05
3402 Hair Cuttery	303		Paradise Shoppes of Cocoa	2711 Clearlake Rd Ste 2	Cocoa	FL	32922-5721	(321) 636-9836	04/08/05
3403 Hair Cuttery	302	389	·	13500 Summerport Village Pkwy	Windermere	FL	34786-7366	(407) 877-6385	06/22/05
3407 Hair Cuttery	401		Munster Plaza	7944 Calumet Ave	Munster	IN	46321-1216	(219) 513-0787	01/06/05
3408 Hair Cuttery	400	410		169 Levittown Parkway Suite C	Levittown	PA	19055-2455	(215) 547-2580	11/17/09
3416 Hair Cuttery	401		Metropolitan Square	1448 Market St	Des Plaines	IL	60016-4626	(847) 635-8826	02/28/06
3417 Hair Cuttery	400	440	Whiting Commons	400 Lacey Road Suite 7	Whiting	NJ	08759-1325	(732) 350-0053	06/04/07
3420 Hair Cuttery	303	375	Veranda Falls	836 SE Becker Road	Port St Lucie	FL	34984-6622	(772) 873-5160	05/28/08
3421 Hair Cuttery	303	360	Lakeside Town Shops	5810 S University Dr	Davie	FL	33328-6107	(954) 680-8350	04/21/06
3428 Hair Cuttery	303	362	Waterstone Plaza	3040 NE 41 st Ter	Homestead	FL	33033-6619	(786) 243-7779	09/30/05
3429 Hair Cuttery	400	457	Renaissance Square	404 Renaissance Boulevard	North Brunswick	NJ	08902-5100	(732) 297-4932	08/03/05
3430 Hair Cuttery	100	145	Lusby Center	218 Village Center Dr	Lusby	MD	20657-6531	(410) 326-6037	08/14/06
3431 Hair Cuttery	400	449	Sayrebrook Towne Center	2909 Washington Road Suite 4	Parlin	NJ	08859-1532	(732) 721-7858	10/19/05
3432 Hair Cuttery	400	456	Carlls Corner Shopping Center	27 Cornwell Drive	Bridgeton	NJ	08302-3632	(856) 459-4125	07/13/05
3433 Hair Cuttery	201	275	Coyner Park	115 Lucy Ln Ste 110	Waynesboro	VA	22980-3279	(540) 949-4302	02/03/05
3437 Hair Cuttery	401	486	Regency Square	12050 Princeton Dr	Huntley	IL	60142-7654	(847) 515-8427	07/07/05
3438 Hair Cuttery	400	420	Garden State Park	2010 Marlton Pike W Suite G	Cherry Hill	NJ	08002-2776	(856) 665-2309	03/22/07
3441 Hair Cuttery	200	230	Dulles 28 Centre	22000 Dulles Retail Plaza Ste 184	Sterling	VA	20166-2513	(703) 444-7029	12/07/07
3443 Hair Cuttery	100	160	Villages at Urbana	3520 Sugarloaf Pkwy Ste F02	Urbana	MD	21704-7911	(301) 874-0630	03/26/07
3445 Hair Cuttery	302	390	Lakeside Village	1613 Town Center Dr	Lakeland	FL	33803-7970	(863) 682-6164	03/29/06
3449 Hair Cuttery	401		Gerry Centennial Plaza	1752 Douglas Road	Oswego	IL	60543-5112	(630) 554-8662	09/24/08
3453 Hair Cuttery	401	495	Shops at Emerald	120 South Halsted Street Suite C	Chicago	IL	60661-3508	(312) 733-2051	04/23/10
3457 Hair Cuttery	201		Shoppes at Tanglewood	103 Tanglewood Parkway Suite L	Elizabeth City	NC	27909-9630	(252) 331-1254	01/18/07
3458 Hair Cuttery	200		Brambleton Town Center	42395 Ryan Rd Ste 111A	Ashburn	VA	20148-4864	(703) 327-6125	06/21/06
3460 Hair Cuttery	401		Aspen Pointe	271 W Townline Rd Unit 1	Vernon Hills	IL	60061-4333	(847) 367-487C	08/02/06
3463 Hair Cuttery	100		Arundel Village I	7645 Arundel Mills Blvc	Hanover	MD	21076-1474	(410) 799-5113	08/05/05
3467 Hair Cuttery	401		Roosevelt/Highland	213 East Roosevelt Road Unit C	Lombard	IL	60148-4555	(630) 620-9562	06/19/08
3469 Hair Cuttery	302		River City Marketplace	13249 City Square Dr	Jacksonville	FL	32218-7237	(904) 696-895C	09/20/06
3484 Hair Cuttery	303		Coconut Point Town Center	23106 Fashion Drive Suite 101	Estero	FL	33928-2528	(239) 992-5222	01/31/07
3487 Hair Cuttery	303		Corsica Square	15751 SW 152nd St Ste B	Miami	FL	33187-5417	(305) 255-5368	06/06/07
3492 Hair Cuttery	401		North Aurora Towne Centre	1854 Towne Centre Drive	North Aurora	IL.	60542-6503	(630) 907-2733	07/17/08
3494 Hair Cuttery	401		Heartland Crossing	2047 Ridge Rd	Minooka	li .	60447-8801	(815) 467-817C	04/04/06
3496 Hair Cuttery	201		Shoppes at Southpoint	10207 Southpoint Pkwy	Fredericksburg	VA	22407-2704	(540) 710-6395	05/25/06
3498 Hair Cuttery	401		Westchase Shopping Center	1006 JC Pkwy Ste 1	Bloomington	11	61704-5006	(309) 829-6090	12/15/05
3500 Hair Cuttery	302		Publix at Normandy Crossing	7749 Normandy Blvd	Jacksonville	FL	32221-7657	(904) 781-2335	02/03/06
	401		Erskine Village	1290 E Ireland Rd Bldg V	South Bend	IN	46614-3474	(574) 291-1601	03/30/06
3501 Hair Cuttery	401		Millside Plaza	4004 Route 130		NJ		(856) 461-4056	
3502 Hair Cuttery					Delran	-	08075-2401		03/06/07
3505 Hair Cuttery	303		Paraiso Parc	15719 Pines Blvd	Pembroke Pines	FL	33027-1206	(954) 431-1372	06/20/07
3508 Hair Cuttery	303		Shoppes at North Cape	2481 Del Prado Blvd N Ste 113	Cape Coral	FL	33909-4475	(239) 458-3293	03/06/08
3514 Hair Cuttery	200		Vantage at Merrifield Town Center	8190 Strawberry Lane Suite 5	Falls Church	VA	22042-1030	(703) 205-0029	05/15/08
3520 Hair Cuttery	302		Amelia Concourse	463711 State Road 200 Ste 1	Yulee	FL	32097-8659	(904) 548-1445	10/19/06
3521 Hair Cuttery	100		Pavilion at Lansdale	435 S Broad St	Lansdale	PA	19446-3703	(215) 362-3377	09/01/06
3523 Hair Cuttery	100		Hampstead Marketplace	2319 D Hanover Pike	Hampstead	MD	21074-1137	(443) 507-5977	04/13/08
3525 Hair Cuttery	303		Legacy Place	11310 Legacy Ave Ste 130	Palm Beach Gardens	FL	33410-3658	(561) 625-2491	09/14/07
3526 Hair Cuttery	401		Grand Hunt Center	6545 Grand Ave	Gurnee	IL	60031-1643	(847) 855-1534	04/27/07
3528 Hair Cuttery	302	389	Fountains West	275 West Road	Ocoee	FL	34761-5300	(407) 654-5918	07/31/08
3529 Hair Cuttery	302		Hunters Creek Shoppes	13651 Hunters Oak Dr	Orlando	FL	32837-7679	(407) 856-0303	01/05/07
3532 Hair Cuttery	303	378	Boynton Plaza	143 1/2 N Congress Ave	Boynton Beach	FL	33426-4209	(561) 736-1416	10/18/05
3534 Hair Cuttery	303		Delray Crossing	1100 Linton Blvd Ste C6	Delray Beach	FL	33444-1145	(561) 274-8816	10/18/05
3535 Hair Cuttery	303		Lantana Plaza	5970 S Jog Road Suite B	Lake Worth	FL	33467-6576	(561) 642-8351	10/18/05
3537 Hair Cuttery	303		Westward Plaza	2505 Okeechobee Blvd Ste A	West Palm Beach	FL	33409-4071	(561) 697-2847	10/18/05
3539 Hair Cuttery	303		Northlake Village	3549 US Highway 441 S	Okeechobee	FL	34974-6247	(863) 763-9764	10/18/05
			Cove Center	5869 SE Federal Hwy	Stuart	FL	34997-7869	(772) 220-4305	10/18/05

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 Brand	Region Cod Di			Street Address	City	State	Zip Code	Phone	Salon Open Dat
Hair Cuttery	303		Wedgewood Commons	3322 SE Federal Hwy	Stuart	FL	34997-4914	(772) 286-7022	10/18/05
Hair Cuttery	303		Martin Downs Town Center	2760 SW Martin Downs Blvc 1137 SE Port St Lucie Blvd	Palm City	FL	34990-6019	(772) 283-6356	10/18/05
Hair Cuttery	303		Rivergate Plaza 12th Street Plaza		Port St Lucie		34952-5332	(772) 337-9065	10/18/05
Hair Cuttery	303		Publix at Indian River	1275 US Highway 1 Unit 1 9619 N US Highway 1	Vero Beach	FL	32960-4706	(772) 770-1048	10/18/05
Hair Cuttery	303	383		<u> </u>	Sebastian Orongo City	FL FL	32958-6363 32763-7979	(772) 581-7800 (386) 774-5070	10/18/05
Hair Cuttery	303			1039 Harley Strickland Blvc	Orange City	_		, ,	
Hair Cuttery		361		10029 Gulf Center Dr	Fort Myers	FL	33913-8963	(239) 267-8938	06/20/07
Hair Cuttery	302		Eustis Shoppes	15441 US Highway 441	Eustis	FL	32726-8321	(352) 357-8580	05/03/07
Hair Cuttery	100		York Town Center	2811 Concord Rc	York	PA	17402-7007	(717) 840-1765	11/23/07
Hair Cuttery	100	147	3	4635 High Pointe Blvc	Harrisburg	PA	17111-2460	(717) 561-4689	06/01/07
Hair Cuttery	100	147		6416 Carlisle Pike Ste 1300 801 Bethlehem Pike Ste 7	Mechanicsburg North Wales	PA	17050-2886	(717) 697-2177	08/06/07
Hair Cuttery	400		Airport Square			PA	19454-1417	(215) 368-4592	08/15/06
Hair Cuttery	302	383		605 Courtland Blvd	Deltona	FL	32738-8913	(407) 302-2202	04/26/07
 Hair Cuttery	400	426	3 11 3	33 W. Ridge Pike Ste 369	Limerick	PA	19468-1711	(610) 454-0233	01/16/08
Hair Cuttery	401	460	3 1	756 W Euclid Ave	Palatine	CT	60067-7396	(847) 202-2459	10/31/06
Hair Cuttery	400	405		585 Hartford Road	New Britain	СТ	06053-1524	(860) 229-0128	02/05/06
Hair Cuttery	400	405		200 Hartford Turnpike	Vernon	CT	06066-4756	(860) 896-1092	02/05/06
Hair Cuttery	400	405		1410 Memorial Drive	Chicopee	MA	01020-3940	(413) 539-967C	02/05/06
Hair Cuttery	400	404		139 Endicott Street	Danvers	MA	01923-4803	(978) 777-6444	02/05/06
Hair Cuttery	400	404		50 Worcester Road	Framingham	MA	01702-5361	(508) 875-6695	02/05/06
Hair Cuttery	400	404		463 Salem Street	Medford	MA	02155-3336	(781) 391-0773	02/05/06
Hair Cuttery	400		Wonderland Marketplace	151 VFW Parkway	Revere	MA	02151-2509	(781) 284-6353	02/05/06
Hair Cuttery	400	405		1712 Boston Road	Springfield	MA	01129-1142	(413) 543-6722	02/05/06
Hair Cuttery	400		Watertown	137 Mount Auburn Street	Watertown	MA	02472-4004	(617) 923-620C	02/05/06
Hair Cuttery	400		West Springfield	343 Memorial Avenue	West Springfield	MA	01089-4007	(413) 733-5653	02/05/06
Hair Cuttery	400	405		459 E Main Street	Westfield	MA	01085-3312	(413) 564-080C	02/05/06
 Hair Cuttery	400	404		352 Cambridge Road	Woburn	MA	01801-6037	(781) 932-0777	02/05/06
Hair Cuttery	400	405	Grafton Street	1135 Grafton Street	Worcester	MA	01604-2029	(508) 754-967C	02/05/06
Hair Cuttery	400	405		1078 W Boylston Street	Worcester	MA	01606-1167	(508) 853-8653	02/05/06
Hair Cuttery	400	405		496 South Broad Street	Meriden	CT	06450-6662	(203) 686-0770	06/22/07
Hair Cuttery	400	404		99 Commerce Way Suite D	Woburn	MA	01801-1007	(781) 376-080C	06/30/06
Hair Cuttery	200 302	230		19389 Promenade Dr	Leesburg	VA	20176-6501	(571) 333-4580	01/08/07
Hair Cuttery		391		800 Belle Terre Pkwy	Palm Coast	FL	32164-2314	(386) 437-2409	03/22/07
Hair Cuttery	400		Amherst Street Village Center	2 Cellu Drive Suite 115	Nashua	NH	03063-1000	(603) 880-6008	10/07/06
Hair Cuttery	400	405		1065 Kennedy Road Suite B	Windsor	СТ	06095-1372	(860) 683-1502	10/06/07
Hair Cuttery	401	480	Schwind Crossing	1536 W Lake Cook Rd	Wheeling	IL	60090-2249	(847) 229-1029	07/26/07
Hair Cuttery	401	486	3	927 S Annie Glidden Road	Dekalb	IL.	60115-5838	(815) 787-680C	06/27/08
Hair Cuttery	400	409		193 River Road Suite 270	Lisbon	СТ	06351-3259	(860) 376-2609	10/15/09
Hair Cuttery	401	486		850 N Main St	Elburn	IL.	60119-9163	(630) 365-9233	03/19/08
Hair Cuttery	401	465		108 Euclid Ave	Park Ridge	IL.	60068-4217	(847) 685-0985	11/02/06
Hair Cuttery	303	361		2405 Tarpon Bay Blvc	Naples	FL	34119-8739	(239) 594-1644	11/15/07
 Hair Cuttery	400		Montville Commons	2020 Norwich New London Turnpike	Uncasville	СТ	06382-1374	(860) 848-3774	07/27/07
Hair Cuttery	400		Wareham Crossing	2421 Cranberry Highway Suite 33C	Wareham	MA	02571-5031	(508) 291-6332	05/30/08
Hair Cuttery	400		Gibbs Crossing	350 Palmer Road Suite 110	Ware	MA	01082-9740	(413) 967-0259	03/19/09
Hair Cuttery	302		Pablo Creek East	13740 Beach Blvd Ste 1	Jacksonville	FL	32224-6033	(904) 223-1455	04/20/07
Hair Cuttery	100		Village at Lee Airpark	11 Lee Airpark Drive Suite 500	Edgewater	MD	21037-1237	(410) 956-3199	03/15/11
Hair Cuttery	303	362		2866 NE 8th St	Homestead	FL	33033-5695	(305) 245-3652	09/12/07
Hair Cuttery	303	377		3055 Columbia Boulevard Suite B10S	Titusville	FL	32780-7865	(321) 264-3302	06/26/08
Hair Cuttery	400	450		3060 Center Valley Pkwy	Center Valley	PA	18034-9036	(610) 797-026C	02/11/08
Hair Cuttery	303	361		2378 Surfside Blvd Sp 121 Bldg A	Cape Coral	FL	33991-3182	(239) 283-0368	08/21/08
Hair Cuttery	302		Winter Garden Village Shopping Center	3317 Daniels Rd Ste 108	Oakland	FL	34787-7003	(407) 905-0089	11/08/07
Hair Cuttery	100	155		5724 Hammonds Mill Road Unit H	Martinsburg	WV	25404-6444	(304) 274-3868	04/24/08
Hair Cuttery	401		Rose Plaza	230 West Peace Road Suite 104	Sycamore	IIL.	60178-8913	(815) 899-7972	08/14/09
Hair Cuttery	201	220		3380 Princess Ann Rd Suite 107	Virginia Beach	VA	23456-2522	(757) 368-3331	06/13/08
Hair Cuttery	100	441	11. 0	785 Starr St Ste 108	Phoenixville	PA	19460-3674	(610) 935-4454	01/29/08
Hair Cuttery	400	426		301 Byers Drive Building K	Glen Mills	PA	19342-3343	(610) 358-4468	08/14/08
Hair Cuttery	302	392		39879 US Highway 27	Davenport	FL	33837-7802	(863) 422-9496	05/07/08
Hair Cuttery	100	155		135 Crooked Run Plaza	Front Royal	VA	22630-7013	(540) 635-4607	11/29/07
Hair Cuttery	302 201		Oakleaf Town Center Westchester Commons	9501 Crosshill Boulevard Suite 104 15609 WC Commons Way	Jacksonville Midlathian	FL VA	32222-5833	(904) 573-1344	04/02/08
Hair Cuttery	302		Ovation	· · · · · · · · · · · · · · · · · · ·	Midlothian Davenport		23113-7317 33896-9601	(804) 379-2338	04/13/09
Hair Cuttery Hair Cuttery	201	275		7790 Lake Wilson Road Space I 1 15319 Creativity Dr	Culpeper	FL VA	22701-2502	(863) 424-8288 (540) 727-0557	11/05/08 05/31/07
Hair Cuttery Hair Cuttery	400	440		127 Route 130 South Suite E	Cinnaminson	NJ	08077-3377	(856) 829-125C	05/19/09
Hair Cuttery	100		Shoppes at Cinnaminson Shoppes at Hagerstown	18035 Garland Groh Blvd Spc S	Hagerstown	MD	21740-2064	(301) 714-0003	05/19/09
Hair Cuttery	303		Canyon Town Center	8788 Boynton Beach Blvd Suite 103	Boynton Beach	FL	33472-4467	(561) 734-3998	05/29/08
Hair Cuttery	401		Shops of Romeoville	285 S Weber Road	Romeoville	li -	60446-3979	(815) 838-5236	09/11/09
Hair Cuttery	401		Beacon Hill Shopping Center	10765 Broadway	Crown Point	IN	46307-7310	(219) 662-0888	02/08/08
Hair Cuttery	401		1010 East Lake Street	1010 Lake Street	Oak Park	10.4	60301-1147	(708) 386-463C	11/09/07
Hair Cuttery	100		Brandywine Crossing	15904 Crain Highway Unit C	Brandywine	MD	20613-8025	(301) 782-3076	06/26/09
Hair Cuttery	100		Rosewick Crossing	218 Rosewick Road	La Plata	MD	20646-4217	(301) 392-6113	01/15/09
Hair Cuttery	303		Brooks Village	12975 Collier Boulevard Sutie 111	Naples	FL	34116-4004	(239) 348-0269	07/22/09
Hair Cuttery	303	361		15880 San Carlos Blvd Suite 160	Fort Myers	FL	33908-3378	(239) 267-3202	11/05/08
Hair Cuttery	400	409		143 Franklin Street Unit 2	Westerly	RI	02891-3132	(401) 348-020C	08/12/10
Hair Cuttery	401		Shoppes at Heather Glen	2061 E Laraway Road	New Lenox	<u> </u>	60451-9507	(815) 463-0255	02/04/09
Hair Cuttery	100		Rutherford Crossing	163 Market Street	Winchester	VA	22603-4750	(540) 542-0455	11/22/08
Hair Cuttery	100		Annapolis Town Centre at Parole	214 Harker Place Suite 140	Annapolis	MD	21401-3291	(410) 224-9635	01/25/09
Hair Cuttery	201		King George Gateway	16432 Consumer Row	King George	VA	22485-5657	(540) 663-3480	05/07/12
Hair Cuttery	303	361		3268 Forum Boulevard Suite 206	Fort Myers	FL	33905-5585	(239) 277-9121	04/16/10
Hair Cuttery	302	391		410 Beach Village Drive	Flagler Beach	FL	32136-3063	(386) 439-5726	08/01/09
Hair Cuttery	401		Kendall Marketplace	775 Erica Lane	Yorkville	<u> </u>	60560-4733	(630) 553-2267	04/29/09
Hair Cuttery	400	497		50 National Avenue Suite 400	Malvern	PA	19355	(484) 568-4863	07/10/18
Hair Cuttery	100	155		230 Elizabeth Drive	Stephens City	VA	22655-2764	(540) 868-0180	10/10/08
	401	155 480		9901 77th Street Suite 850		WI	53158-1143		
Hair Cuttery	302	388			Pleasant Prairie			(262) 697-9139	05/13/10
Hair Cuttery Hair Cuttery	302			25 W. Crystal Lake Street Suite 168	Orlando	FL	32806-4475	(407) 423-8014	03/27/09
man cuttery	302	392		3831 Pleasant Hill Road Space 111	Kissimmee	FL	34746-2952	(407) 847-7739	04/30/09
Hair Cuttery	201	222	Brenneman Farm	4540 Princess Anne Road Unit 16	Virginia Beach	VA	23462-7962	(757) 467-6445	07/28/09

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	Brand	_		Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
	Hair Cuttery	100		The Commons	245 Retail Commons Parkway Ste 10	Martinsburg	WV	25403-6178	(304) 263-6791	10/16/09
	Hair Cuttery Hair Cuttery	100		Douglas Town Center  Mchenry Row	173 Holly Road Suite 70 1607 Whetstone Way	Gilbertsville Baltimore	PA MD	19525-9367 21230-5154	(610) 473-9224 (410) 685-0516	06/15/10 01/19/12
	Hair Cuttery	201	275		98 Stoneridge Drive Suite 5	Ruckersville	VA	22968-3382	(434) 990-0992	09/12/12
	Hair Cuttery	302	384	· ·	355 E. Altamonte Drive Suite 1500	Altamonte Springs	FL	32701-4407	(407) 331-972C	09/21/09
	Hair Cuttery	302	385		8075 SW Highway 200 Suite 116	Ocala	FL	34481-7823	(352) 237-1115	03/26/10
	Hair Cuttery	200	265		11660 Sudley Manor Drive Suite 50A	Manassas	VA	20109-2842	(703) 369-2015	02/23/10
	Hair Cuttery	302		Shoppes at Murabella	52 Tuscan Way Suite 201	St Augustine	FL	32092-1850	(904) 940-4433	04/29/10
	Hair Cuttery	302		University Plaza	4016 N Goldenrod Road Suite 104	Winter Park	FL	32792-8910	(407) 681-0399	07/14/11
	Hair Cuttery	100	161		7637 Harford Road	Baltimore	MD	21234-6401	(410) 444-4223	04/20/12
3831	Hair Cuttery	400	409	Groton Shoppers Mart	985 Poquonnock Road Suite C	Groton	СТ	06340-4271	(860) 405-8353	06/10/10
3832	Hair Cuttery	201	275	Blue Ridge Shopping Center	540 Radford Lane Suite 400	Charlottesville	VA	22903-7466	(434) 823-205C	12/14/10
3834	Hair Cuttery	100	145	Burtonsville Town Square	15606 Old Columbia Pike	Burtonsville	MD	20866-1633	(301) 421-0359	03/24/11
	Hair Cuttery	400		Killingly Commons	1109 Killingly Commor	Dayville	CT	06241-2186	(860) 779-300C	05/27/10
	Hair Cuttery	302		Nocatee Town Center	110 Marketside Avenue Suite 202	Ponte Vedra	FL	32081-0574	(904) 819-8997	04/12/10
	Hair Cuttery	201		Shoppes at Spring Creek	49 Market Street	Zion Crossroads	VA	22942-7008	(540) 832-2385	07/14/11
	Hair Cuttery	303		Wellington Green Commons	2655 State Road 7 Bay 800	Wellington	FL	33414-9377	(561) 795-4190	07/15/10
	Hair Cuttery	401	485	1	100 West Ridge Road Unit 300	Griffith	IN	46319-1012	(219) 838-797C	06/23/10
	Hair Cuttery	401		Indian Boundary Road	524 Indian Boundary Roac	Chesterton	IN	46304-5507	(219) 926-9600	11/01/10
	Hair Cuttery	100	145	11. 3	15480 Annapolis Road Suite 210	Bowie	MD	20715-1803	(301) 805-7967	05/17/10
	Hair Cuttery	100		Maple Lawn	8194 Westside Boulevard Suite C	Fulton	MD	20759-2587	(301) 490-5842	05/24/11
	Hair Cuttery	400		Ridley Shopping Center	146 Morton Avenue	Folsom	PA	19033-2510	(610) 237-030C	11/26/12
	Hair Cuttery	100		Charlotte Hall Square	30320 Triangle Drive Unit 10	Charlotte Hall	MD	20622-4110	(301) 884-5220	07/14/10
	Hair Cuttery Hair Cuttery	400 100		Arlington Village Shops Purcellville Gateway	1408 Massachusetts Avenue 150 Purcellville Gateway Dr Ste C	Arlington Purcellville	MA VA	02476-4134 20132-3492	(781) 488-3400 (540) 338-2256	07/01/10 09/20/12
	Hair Cuttery	302		Hunt Club Corners	554 S. Hunt Club Boulevard	Apopka	FL	32703-4960	(407) 774-6313	08/12/10
	Hair Cuttery	100		Timonium Square	2159 York Road Suite C	Timonium	MD	21093-3110	(410) 308-3434	11/16/12
	Hair Cuttery	401			2715 N Elston Avenue	Chicago	IL.	60647-2020	(773) 486-4913	05/04/11
	Hair Cuttery	400		Willingboro Town Center	4364 Route 130	Willingboro	NJ	08046-1461	(609) 877-0510	07/30/10
	Hair Cuttery	400	440		5321 Route 9 N	Howell	NJ	07731-3753	(732) 901-0475	10/06/16
	Hair Cuttery	401		Wilson Yards	4434 N Broadway Street	Chicago	IL	60640-5660	(773) 293-4633	03/02/11
	Hair Cuttery	302		Shoppes at Bartram Park	13820 Old Saint Augustine Rd 149	Jacksonville	FL	32258-5424	(904) 268-5471	08/09/10
3887	Hair Cuttery	302		Seminole Shoppes	630 Atlantic Boulevard Suite 4	Neptune Beach	FL	32266-4026	(904) 246-2712	09/20/10
3894	Hair Cuttery	100	143	Fair Hill Center	18113 Town Center Drive	Olney	MD	20832-1479	(301) 570-0492	02/22/11
3895	Hair Cuttery	100	147	Mill Creek Square	2350 Lincoln Highway East Suite 810	Lancaster	PA	17602-1667	(717) 393-3056	01/20/11
	Hair Cuttery	100	147	Gateway Hanover	141 Wilson Avenue Suite B	Hanover	PA	17331-1469	(717) 630-3123	11/15/11
	Hair Cuttery	302		Hollieanna Shopping Center	751 S Orlando Avenue	Winter Park	FL	32789-4844	(407) 622-0054	12/01/11
	Hair Cuttery	303	361		4600 Summerlin Road Space A 7	Fort Myers	FL	33919-3005	(239) 939-1930	04/15/11
	Hair Cuttery	303		Market Square Shopping Center	11732 SW 104th Street	Miami	FL	33186-3601	(305) 279-7942	02/02/12
	Hair Cuttery	401	480		125 N Milwaukee Ave	Libertyville	IL.	60048-2233	(847) 549-7229	12/16/10
	Hair Cuttery	400	455		1623 The Fairway Suite B 103	Jenkintown	PA	19046-1425	(215) 885-1616	07/13/11
	Hair Cuttery	400	405		176 Newington Road Suite D	West Hartford	CT	06110-2358	(860) 523-3221	07/14/11
	Hair Cuttery	400		Marketplace at Neshaminy	450 Rock Hill Drive	Bensalem	PA	19020-1624	(215) 364-1025	02/01/11
	Hair Cuttery Hair Cuttery	100 400	144 409		118 Shawan Road Suite 118U 1070 Iyannough Road	Hunt Valley Hyannis	MD MA	21031-1323 02601-1871	(410) 229-015C (508) 771-7787	01/20/11 06/01/12
	Hair Cuttery	100		The Shops at Seneca Meadows	20680 Seneca Meadows Pky Suite A12	Germantown	MD	20876-7022	(301) 540-0499	11/15/13
	Hair Cuttery	201		Peninsula Town Center	1260 Merchant Lane Suite C102	Hampton	VA	23666-2167	(757) 262-0963	03/10/11
	Hair Cuttery	100		Queensgate Towne Center	2083 Springwood Road	York	PA	17403-4827	(717) 852-9900	03/15/11
	Hair Cuttery	302		Cocoplum Village Shops	17213 Tamiami Trail	North Port	FL	34287-7293	(941) 429-0777	08/17/11
	Hair Cuttery	400		Bunker Hill Mall	5 Austin Street	Charlestown	MA	02129-3502	(617) 886-6006	03/03/11
	Hair Cuttery	400		Court at Collingswood	668 Haddon Avenue Suite 2	Collingswood	NJ	08108-3704	(856) 833-9100	06/02/11
	Hair Cuttery	303		Hillsboro Square	210 S Federal Highway	Deerfield Beach	FL	33441-4130	(954) 360-7879	09/22/11
	Hair Cuttery	302		Mulberry Grove Plaza	8784 SE 165th Mulberry Lane	The Villages	FL	32162-5861	(352) 205-7441	07/15/11
3943	Hair Cuttery	302	385	Parkview Commons	3035 SE Maricamp Rd Space 113	Ocala	FL	34471-6201	(352) 694-1222	11/14/11
3951	Hair Cuttery	200	235	Penrose Square	2501 9th Road S Suite 70	Arlington	VA	22204-2390	(703) 271-0023	01/19/12
	Hair Cuttery	400		North Haven Pavilion	102 Universal Drive N	North Haven	СТ	06473-3117	(203) 234-2300	09/15/11
	Hair Cuttery	400		Chapel Hill SC	455 Highway 35	Red Bank	NJ	7701	(732) 224-0020	01/25/12
	Hair Cuttery	302		University Town Center	93 North Cattlemen Road	Sarasota	FL	34243-4704	(941) 358-1295	09/18/11
	Hair Cuttery	303		Publix at Biscayne	1788 Biscayne Boulevard Space C	Miami	FL	33132-1129	(305) 371-4870	07/25/12
	Hair Cuttery	302		Westchase Shopping Center	12109 West Linebaugh Ave Ste 206	Tampa	FL	33626-1732	(813) 854-5746	07/10/11
	Hair Cuttery	302		Lockwood Commons	4262 53rd Avenue East Unit 7	Bradenton	FL	34203-8097	(941) 756-1920	12/06/13
	Hair Cuttery	400 400		Valley Gate Shopping Center	271 Easton Road Suite 100	Warrington	PA PA	18976-2517	(215) 343-8054	01/28/16
	Hair Cuttery Hair Cuttery	400		MacDade Mall Berta Crossing	2600 MacDade Blvd Suite 553 1009 E Division Street	Holmes Coal City	II.	19043-1300 60416-9446	(610) 237-950C (815) 634-884C	08/15/13 10/27/11
	Hair Cuttery Hair Cuttery	200		Danor Plaza	144 Branch Road SE	Vienna	VA	22180-4714	(703) 242-2175	11/15/12
	Hair Cuttery Hair Cuttery	303		Airpark Plaza Shopping Center	5719 NW 7th Street	Miami	FL	33126-3105	(305) 266-8777	05/09/12
	Hair Cuttery	302	392		13832 Narcoossee Road Space B102	Orlando	FL	32832-6962	(407) 313-4664	12/13/13
	Hair Cuttery	201		Haygood Shopping Center	4509 Haygood Road	Virginia Beach	VA	23455-5523	(757) 460-3982	05/25/12
	Hair Cuttery	303		Polo Club Shoppes	5030 Champion Boulevard Space F4	Boca Raton	FL	33496-2476	(561) 989-8222	04/26/12
	Hair Cuttery	303		Holiday Park Plaza	1609 E Sunrise Boulevard	Fort Lauderdale	FL	33304-2326	(954) 779-1113	11/04/11
	Hair Cuttery	302		River Club Plaza	5770 Ranch Lake Blvd Unit 108	Bradenton	FL	34202-3718	(941) 755-2888	07/23/13
	Hair Cuttery	303		Indian Harbour Place	272 E Eau Gallie Boulevarc	Indian Harbour Beach		32937-4874	(321) 773-800S	03/27/12
	Hair Cuttery	302		Bayside Bridge Plaza	1500 North McMullen Booth Rd Ste A15	Clearwater	FL	33759-2529	(727) 726-4003	09/14/12
	Hair Cuttery	100	143	Damascus Centre	9809 Main Street Suite 105	Damascus	MD	20872-2015	(301) 253-7110	12/10/12
	Hair Cuttery	303	360	Weston Lakes Plaza	314 Indian Trace	Weston	FL	33326-2996	(954) 306-0012	03/06/13
	Hair Cuttery	400		Norwichtown Commons	42 Town Street Suite 800	Norwich	CT	06360-2316	(860) 859-1949	03/27/13
	Hair Cuttery	303		Harbor Point Village	5240 US Highway 1 Unit 101	Vero Beach	FL	32967-7604	(772) 794-178C	08/27/13
	Hair Cuttery	303		Fifth Avenue Shops	1956 NE 5th Avenue Suite 5	Boca Raton	FL	33431-7772	(561) 417-3377	01/23/13
	Hair Cuttery	302		North Pointe Plaza	15207 N Dale Mabry Hwy Unit 28	Tampa	FL	33618-1810	(813) 960-3871	03/08/13
	Hair Cuttery	303		Shops at Skylake	1668 NE Miami Gardens Drive	North Miami Beach	FL	33179-4900	(305) 957-0008	05/28/13
	Hair Cuttery	302		Argyle Village	6001 Argyle Forest Drive Suite 20	Jacksonville	FL	32244-6127	(904) 771-0305	11/19/12
	Hair Cuttery	303	363		9971 W Flagler Street Suite 120	Miami	FL	33172-1813	(305) 228-4090	05/14/15
	Hair Cuttery	100		Lancaster Shopping Center	1659-B Lititz Pike	Lancaster	PA	17601-6507	(717) 399-9100	01/22/13
	Hair Cuttery	100		Green Spring Tower Square	1030 West 41st Street Space F2	Baltimore	MD	21211-1663	(410) 366-1007	08/23/13
	Hair Cuttery Hair Cuttery	302 302		Largo Mall Shopping Center	10500 Ulmerton Road Suite 264	Largo	FL	33771-3537	(727) 581-392C	03/29/13
400=				Bay Point Plaza	5075 34th Street South	St. Petersburg	FL	33711-4513	(727) 867-1371	09/18/14

Page 9 016926.49536.001.04

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	Brand			Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
	Hair Cuttery Hair Cuttery	400 302		Ballardvale Marketplace Stoneybrook Hills Village	206 Ballardvalle Street Unit 3	Wilmington Mount Dora	MA FL	01887-1097 32757-7013	(978) 203-0386 (352) 735-3070	04/10/15 01/20/14
	Hair Cuttery	201		Cosners Corner	6551 North Orange Blossom Trail 10037 Jefferson Davis Highway	Fredericksburg	VA	22407-9418	(540) 834-0793	04/15/13
	Hair Cuttery	401		Evergreen Marketplace	9204 S Western Avenue Unit B	Evergreen Park	II.	60805-2500	(708) 346-066C	08/27/15
	Hair Cuttery	401		Allen and Walton Road Shopping Center	8811 N Allen Road	Peoria	1	61615-1532	(309) 692-4606	02/14/14
	Hair Cuttery	302		Publix at Fishhawk Ranch	5624 Fishhawk Crossing Blvd	Lithia	FL	33547-5900	(813) 689-1133	05/27/13
	Hair Cuttery	302		Publix at Steeplechase	14128 W Newberry Road Suite 60	Newberry	FL	32669-3447	(352) 332-0051	08/25/16
	Hair Cuttery	302	388		12231 East Colonial Drive Suite 130	Orlando	FL	32828-4759	(407) 281-4849	01/30/14
4116	Hair Cuttery	200	265	Hastings Marketplace	10091 Market Circle	Manassas	VA	20110-2120	(703) 330-950C	09/12/13
4119	Hair Cuttery	400	409	Storrs Center	1206 Storrs Road	Storrs	CT	6268	(860) 429-0501	07/14/15
	Hair Cuttery	400		Daniel Webster Plaza	8 Spit Brook Road Unit 4	Nashua	NH	03060-6924	(603) 888-0311	05/29/13
	Hair Cuttery	201		White Oak Village	4501 S Laburnum Ave Suite 210	Richmond	VA	23231-2491	(804) 222-1709	08/15/13
	Hair Cuttery	400		Cross Keys Landing	500 Berlin Cross Keys Road Space C	Sicklerville	NJ	08081-4355	(856) 728-0015	05/22/14
	Hair Cuttery	400		Ritz Center	910 Haddonfield Berlin Road Suite 4	Voorhees	NJ	08043-3503	(856) 566-659C	08/04/13
	Hair Cuttery	201		Chesapeake Square Place Deerwood Lake Commons	2400 Chesapeake Square Ring Rd 103	Chesapeake	VA	23321-2150	(757) 488-0200 (904) 997-2040	07/08/14
	Hair Cuttery Hair Cuttery	302 201		Bristow Center	4320 Deerwood Lake Pkwy Suite 104 10294 Bristow Center Drive	Jacksonville Bristow	FL VA	32216-1180 20136-2202	(703) 257-560C	12/13/13 12/03/13
	Hair Cuttery	100		Market Square Retail Center	912 Costley Way	Prince Frederick	MD	20678-3183	(410) 414-2100	10/15/13
	Hair Cuttery	100		Foundry Row	10010 Reisterstown Road Suite 2C	Owings Mills	MD	21117-3815	(410) 581-4909	01/23/17
	Hair Cuttery	200		Fordson Place	7709 Fordson Road Suite 103	Alexandria	VA	22306-2835	(703) 360-3146	02/28/14
	Hair Cuttery	303		Shoppes of Oakbrook	11602 US Highway 1 Space Out2	Palm Beach Gardens	FL	33408-3021	(561) 694-0061	03/03/14
4162	Hair Cuttery	303	377	Viera Shops	2304 N Remi Drive Suite 102	Melbourne	FL	32940-6786	(321) 636-0022	06/30/14
	Hair Cuttery	400		Shoppes at Brookhaven	4920 Edgmont Avenue	Brookhaven	PA	19015-1201	(610) 847-3479	01/23/17
	Hair Cuttery	400		Wishing Well Plaza	1817 Mount Holly Road Store B€	Burlington	NJ	08016-4700	(609) 747-7803	09/28/15
	Hair Cuttery	302			6773 Manatee Avenue West Unit 14	Bradenton	FL	34209-2250	(941) 792-8909	04/07/14
	Hair Cuttery	201		Suffolk Main Street Shoppes	1202 North Main Street Suite 160	Suffolk	VA	23434-4363	(757) 934-963C	01/07/14
	Hair Cuttery	401	465	Glen Gate Shopping Center	77 Waukegan Road	Glenview	IL.	60025-5154	(847) 486-8255	04/16/15
	Hair Cuttery	201		5th Street Station	435 Merchant Walk Square Bldg 900 Ste 100		VA	22902-6510	(434) 872-0096	11/29/16
	Hair Cuttery	201 400		Southgate Square	56 Southgate Square 505 Constitution Avenue	Colonial Heights	VA	23834-3611	(804) 479-3682 (078) 220 5000	02/21/14
	Hair Cuttery Hair Cuttery	302		Point Development Harbour Village	13457 Atlantic Boulevard Space 3	Littleton Jacksonville	MA FL	01460-1140 32225-3294	(978) 339-5099 (904) 516-7814	06/10/15 05/16/14
	Hair Cuttery Hair Cuttery	100		Annapolis Plaza Hair Cuttery	150 Jennifer Road Suite G	Annapolis	MD	21401-3044	(410) 224-4467	05/16/14
	Hair Cuttery Hair Cuttery	100		Downtown Crown	130 Crown Park Avenue	Gaithersburg	MD	20878-4546	(301) 208-1497	08/07/15
	Hair Cuttery	302	390		3810 W Neptune Street Space B5	Tampa	FL	33629-5838	(813) 258-0100	08/15/14
	Hair Cuttery	201		Heritage Marketplace	13877 Heathcote Blvd	Gainesville	VA	20155-3342	(703) 753-2119	09/09/15
	Hair Cuttery	200		Springfield Town Center	6607 Springfield Mall Roac	Springfield	VA	22150-1715	(703) 971-3637	11/24/14
4189	Hair Cuttery	200	230	Dulles Landing Shopping Center	24630 Dulles Landing Drive Unit 115	Dulles	VA	20166-2625	(571) 349-3866	10/20/15
4190	Hair Cuttery	200		Courthouse	2020 Wilson Boulevard Retail A2	Arlington	VA	22201-3076	(703) 528-2200	06/16/15
4196	Hair Cuttery	302	372	Brooklyn Station on Riverside	150 Riverside Avenue Suite 103	Jacksonville	FL	32202-4906	(904) 665-0105	01/06/15
	Hair Cuttery	200		Avenir Place	2672 Avenir Place Space I	Vienna	VA	22180-7193	(703) 876-6790	05/23/16
	Hair Cuttery	201		Marketplace at Tech Center	12080 Jefferson Avenue Suite 925	Newport News	VA	23606-4323	(757) 881-980C	09/23/15
	Hair Cuttery	201		Shoppes at Reynolds Crossing	7000 Forest Avenue Suite 200	Richmond	VA	23230-1736	(804) 288-0706	05/11/15
	Hair Cuttery	302			2526 Burnsed Boulevarc	The Villages	FL	32163-2704	(352) 689-2009	11/21/14
	Hair Cuttery Hair Cuttery	400 302		Brandywine Mills Causeway Shoppes	1751 Wilmington Pike Suite C2 10963 Causeway Boulevard Suite B	Glen Mills Brandon	PA FL	19342-4301 33511-1997	(484) 840-8373 (813) 571-8045	03/03/16 10/31/14
	Hair Cuttery	400		Myles Standish Plaza	123 Samoset Street Suite A-137	Plymouth	MA	02360-4801	(508) 746-8200	05/18/17
	Hair Cuttery	100		Laurel Towne Centre	14720 Baltimore Avenue Suite 106	Laurel	MD	20707-4871	(301) 490-1110	01/30/15
	Hair Cuttery	400		Middle Brook Shopping Center	611 West Union Avenue Suite 12	Bound Brook	NJ	08805-1165	(732) 627-9020	09/23/14
	Hair Cuttery	100		Eldersburg Commons	6400 Ridge Road	Sykesville	MD	21784-6248	(410) 795-2002	12/06/16
	Hair Cuttery	401		Northshore 77C	778 N Skokie Boulevarc	Northbrook	IL	60062-2805	(847) 559-8155	02/12/16
	Hair Cuttery	400	450	Hamilton Crossing	707 N Krocks Rd Suite 103	Allentown	PA	18106-9076	(610) 395-3430	01/24/17
4243	Hair Cuttery	302	385	Grand Traverse Plaza	2911 Traverse Trail	The Villages	FL	32163-2017	(352) 391-9004	05/29/15
	Hair Cuttery	302		Publix Shops at Inverness	1070 West Main Street	Inverness	FL	34450-4636	(352) 560-0017	03/10/15
	Hair Cuttery	400		Guilford Commons	1919 Boston Post Road Unit 200	Guilford	α	06437-4369	(203) 453-1382	10/20/16
	Hair Cuttery	303	360		2278 S University Drive	Davie	FL	33324-5852	(954) 472-1113	04/14/16
	Hair Cuttery	400		Shoppes at Wissinoming	5597 Tulip Street Space B2	Philadelphia	PA	19124-1562	(215) 744-3653	05/08/18
	Hair Cuttery	302		Shoppes at Trinity Lakes	12478 State Road 54	Odessa	FL		(727) 375-2887	05/13/16
	Hair Cuttery Hair Cuttery	201		West Broad Marketplace Ghent Station Shopping Center	12232 West Broad Street 924 W 21ST Street Suite 101	Henrico Norfolk	VA VA	23233-1062 23517-1516	(804) 360-3292 (757) 533-9222	08/15/17 07/13/15
	Hair Cuttery Hair Cuttery	303		1600 Commons	1520 North Federal Highway	Fort Lauderdale	FL	33305		11/29/16
	Hair Cuttery	302		The Shoppes of South Dale	4031 S Dale Mabry Highway Suite A 200	Tampa	FL		(813) 348-420C	01/19/17
	Hair Cuttery	401		Bloomingdale Court	318 W Army Trail Rd Ste 100	Bloomingdale	IL	60108-5615	(630) 295-8630	05/01/18
	Hair Cuttery	200		Barcroft Plaza	6345 Columbia Pike	Falls Church	VA	22041-1224	(703) 333-590C	10/13/15
	Hair Cuttery	200		Riverdale Park Station	6741 45th Street	Riverdale Park	MD	20737-1077	(301) 395-0841	02/08/20
4277	Hair Cuttery	400	456	Brooklawn Shopping Center	700 Crescent Boulevard	Brooklawn	NJ	08030-2797	(856) 456-7109	03/10/16
	Hair Cuttery	100		Festival at Woodholme	1809 Reisterstown Road Suite 137	Pikesville	MD		(410) 653-4161	10/15/15
	Hair Cuttery	400		King of Prussia Town Center	230 Village Drive Suite 100	King of Prussia	PA		(484) 322-2406	10/13/16
	Hair Cuttery	302		River Walk Shopping Center	11344 Ridge Road	New Port Richey	FL	34654-5309	(727) 232-2530	06/20/17
	Hair Cuttery	303		Pembroke Crossing	11964 Pines Blvd	Pembroke Pines	FL	33026-4127	(954) 392-3934	11/19/15
	Hair Cuttery	100		Shoppes at Westown	659 Middletown-Warwick Roac	Middletown	DE		(302) 378-8565	01/10/17
	Hair Cuttery Hair Cuttery	200 303		Saratoga Shopping Center First Merritt Center	8082 Rolling Road 125 E Merritt Island Causeway Ste 209	Springfield Merritt Island	VA FL	22153-2928 32952-3680	(703) 455-0397 (321) 452-7992	07/11/16 01/05/17
	Hair Cuttery Hair Cuttery	303		Lee Vista Promenade	6817 Eagle Watch Drive Suite 260	Orlando	FL	32822-2321	(407) 857-8111	01/05/17
	Hair Cuttery Hair Cuttery	302		Rivercrest Commons	11442 South US Highway 301	Riverview	FL	33569	(813) 672-3400	02/23/17
	Hair Cuttery	201		Edinburgh North Shopping Center	200 Carmichael Way Suite 610	Chesapeake	VA		(757) 421-2540	03/17/16
	Hair Cuttery	303		Pineapple Commons	2509 NW Federal Highway	Stuart	FL		(772) 692-9429	12/01/16
	Hair Cuttery	100		Magothy Gateway	147 Ritchie Hwy Suite B	Severna Park	MD		(410) 647-670C	05/16/17
	Hair Cuttery	100		Nottingham Commons	5207B Campbell Boulevard	Nottingham	MD	21236-5047	(410) 933-6791	11/09/16
	Hair Cuttery	302	383	Dunlawton Square	3841 South Nova Road	Port Orange	FL	32127	(386) 760-3585	05/10/16
	Hair Cuttery	302		Seminole City Center	7756 113th Street North Suite C	Seminole	FL		(727) 319-2041	04/05/17
	Hair Cuttery	400		·	920 Dekalb Pike Suite 120	Blue Bell	PA	19422-1810	(610) 272-3194	05/01/18
	Hair Cuttery	100			17251 Cole Road	Hagerstown	MD		(301) 582-0296	10/05/16
	Hair Cuttery	201		Waynesboro Town Center	760 Town Center Drive Space E	Waynesboro	VA	22980-9266	(540) 943-4814	09/01/16
	Hair Cuttery	201	231	Shops at Stonefield	3918 Lenox Avenue Suite 410	Charlottesville	VA	22901-2660	(434) 964-0399	12/06/16
	Hair Cuttery Hair Cuttery	100 302		Towson Commons The Village at Mitchell Ranch	417 York Road 8876 Strength Avenue	Towson New Port Richey	MD FL	21204-5124 34655-4257	(410) 847-907C (727) 597-361C	02/16/17 10/30/19
4549	пан сишегу	502	560	Title Autaile activited tell profilett	loov o on entiting when me	prowrotenturey	p E	J-4033-4231	(151) DEL-2010	10/30/19

Page 10 016926.49536.001.04

Salon Id	Brand	Region Cod Di	strict Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
4350	Hair Cuttery	201	216	Shore Drive	7813 Shore Drive Suite B	Norfolk	VA	23518-3500	(757) 531-0194	02/16/17
4353	Hair Cuttery	201	220	Little Creek Marketplace	725 E Little Creek Road Ste 508	Norfolk	VA	23518-3757	(757) 583-2352	05/19/17
4357	Hair Cuttery	100	148	Christiana Fashion Center	3164 Fashion Center Boulevard	Newark	DE	19702-3246	(302) 368-5201	01/17/18
4370	Hair Cuttery	303	380	West Melbourne Interchange Center	705 Palm Bay Road NE Suite 107	West Melbourne	FL	32904-9200	(321) 473-8806	04/24/17
4374	Hair Cuttery	100	161	Tollgate Marketplace	615 Belair Road Suite Q	Belair	MD	21014-4308	(410) 836-7974	06/29/17
4377	Hair Cuttery	201	226	Nuckols Place Shopping Center	5328 Wyndham Forest Drive	Glen Allen	VA	23059-5941	(804) 935-3097	07/12/17
4378	Hair Cuttery	303	374	Alton Town Center	5420 Donald Ross Road Unit 115	Palm Beach Gardens	FL	33418-7284	(561) 252-1456	07/10/19
4384	Hair Cuttery	100	160	Brunswick Crossing	1201 Dutchmans Creek Drive Suite E	Brunswick	MD	21716-9766	(301) 834-9022	05/25/18
4390	Hair Cuttery	401	492	Shops at Seminary	506 Knox Square Drive Suite 2	Galesburg	IL	61401-8648	(309) 343-2702	11/09/17
4391	Hair Cuttery	401	491	Market Plaza	569 W Roosevelt Road Suite B150	Glen Ellyn	IL	60137	(630) 790-332C	10/05/17
4392	Hair Cuttery	401	494	Warsaw Commons	562 W 300 N	Warsaw	IN	46582-6940	(312) 937-1587	09/25/19
4393	Hair Cuttery	401	489	Downers Grove Town Center	1018 West Ogden Avenue	Downers Grove	IL	60515	(630) 515-0668	08/29/18
4397	Hair Cuttery	400	410	Giant Feasterville Square	184 West Street Road Space OP 2C	Feasterville	PA	19053	(215) 201-8200	12/19/18
4399	Hair Cuttery	302	392	Sunrise Plaza	3225 Vineland Road	Kissimmee	FL	34746	(407) 479-6114	01/16/18
4401	Hair Cuttery	303	361	Sky Walk	13101 Paul J Doherty Parkway Suite 230	Fort Myers	FL	33913-9268	(239) 313-5524	10/17/17
4411	Hair Cuttery	100	160	Chambersburg Square	962 Norland Avenue	Chambersburg	PA	17201-4203	(717) 261-2111	05/31/18
4412	Hair Cuttery	401	489	Naperville Plaza	215 East Ogden Avenue Suite 105	Naperville	IL	60563-3156	(630) 305-3226	06/21/18
4415	Hair Cuttery	201	225	Brandy Creek Commons	6585 Mechanicsville Turnpike	Mechanicsville	VA	23111	(540) 471-5628	04/24/19
4423	Hair Cuttery	201	275	Shops at Stonewall	8053 Stonewall Shops Square Ste E3	Gainesville	VA	20155-3890	(703) 753-9508	07/10/17
4424	Hair Cuttery	302	371	The Shoppes at Palencia Commons	7458 US Highway 1 North Suite B102	St. Augustine	FL	32095	(904) 562-9591	08/28/19
	Hair Cuttery	400	409	Milford Crossing	128 Medway Road Unit 7	Milford	MA	01757-2915	(508) 686-0764	11/15/18
4454	Hair Cuttery	302	391	The Pavilion at Durbin Park	935 Durbin Pavilion Drive Suite 103	Saint Johns	FL	32259-4139	(386) 222-8907	02/10/20
4461	Hair Cuttery	100	148	The Commons Shopping Center	2717B N Salisbury Blvd	Salisbury	MD	21801	(410) 202-6876	01/02/20

## Litigation

#### CREATIVE HAIRDRESSERS, INC. LIST OF PENDING LITIGATION

McCaffery, Kathleen v. Creative Hairdressers, Inc. USDC Eastern District of Pennsylvania (Philadelphia)	Benoit, Vicki v. Creative Hairdressers, Inc., et al. USDC Middle District of Florida (Oscala) Civil Case No.: 5:19-CV-00660-JSM-PRL
Civil Case No.: 2:18-CV-05050-MMB	Represented by: Jackson Lewis, P.C.
Represented by: Gordon & Rees	Amount: TBD
Amount: TBD	Completion Date: TBD
Completion Date: TBD	Subject Matter: Disability Discrimination
Subject Matter: Age Discrimination	,
OpenSpend, Inc. v. Ratner Companies, L.C.	Creative Hairdressers, Inc., et al. v. Visa, Inc., et al.
Court Filed: District Court of Travis County, Texas	Court Filed: USDC Southern District of New York
Case No.: D-1-GN-19-004663	Case No.: 1:20-cv-20778
Represented by: Gordon & Rees	Represented by: Criden & Love, P.A.
Amount: TBD	Amount: \$1,000,000.00
Completion Date: TBD	Completion Date: TBD
Subject Matter: Breach of Verbal Contract	Subject Matter: Interchange Fee Antitrust Suit
Tavella-Zirilli v. Creative Hairdressers, Inc.	Raichle, Erik v. Creative Hairdressers, Inc.
Court of Common Pleas, Philadelphia County	Court Filed: Circuit Court, Pinellas County, Florida
Civil Case No.: 18-0501567	Case No.: 19-004606-CI
Represented by: Gordon & Rees	Represented by: Wicker Smith
Amount: TBD	Amount: TBD
Completion Date: TBD	Completion Date: TBD
Subject Matter: Personal Injury/Insurance	Subject Matter: Personal Injury/Insurance
Arbaiza, Michelle v. Creative Hairdressers, Inc.	Kelbaugh, Debra v. Creative Hairdressers, Inc.
Court Filed: Circuit Court, Henrico Co., Virginia	Court Filed: District Court of Md., Baltimore Co.
Case No.: CL-19003909-00	Case No.: D-08-CV-19-022360
Represented by: Franklin & Prokopik	Represented by: Franklin & Prokopik
Amount: TBD	Amount: \$10,000
Completion Date: TBD	Completion Date: On Appeal
Subject Matter: Personal Injury/Insurance	Subject Matter: Personal Injury/Insurance
Wold, Lisa v. Creative Hairdressers, Inc.	Saidi, Sima v. Creative Hairdressers, Inc.
Court Filed: Circuit Court, Arlington Co., Virginia	Court Filed: Circuit Court, Fairfax Co., Virginia
Case No.: 19-2675-00	Case No.: CL-2019-0014904
Represented by: Franklin & Prokopik	Represented by: Franklin & Prokopik
Amount: TBD	Amount: TBD
Completion Date: TBD	Completion Date: TBD
Subject Matter: Personal Injury/Insurance	Subject Matter: Personal Injury/Insurance
Smith, Ana-Lisa v. Creative Hairdressers, Inc.	Ballenger Creek Partners, LLC v. Creative
Court Filed: Boston Municipal, Comm. Of Mass.	Hairdressers, Inc.
Case No.: 1901 CV 002729	Court Filed: District Court of Maryland, Frederick
Represented by: Morrison & Mahoney	County
Amount: TBD	Case No.: D-111-LT-20-001944
Completion Date: TBD	Represented by: N/A
Subject Matter: Personal Injury/Insurance	Amount: \$14,190.26
	Completion Date: TBD
	Subject Matter: Breach of Lease Agreement

Brixmor Middletown Plaza Owner, LLC v. Creative	BC Exchange Suniland Master Tenant, LLC v.
Hairdressers, Inc.	Creative Hairdressers, Inc.
Court Filed: Superior Court of New Jersey,	Court Filed: Circuit Court 11 <sup>th</sup> District, Miami Dade,
Monmouth County	Florida
Case No.: L-896-20	Case No.: 2020-004587-CA-01
Represented by: N/A	Represented by: N/A
Amount: \$28,093.50	Amount: \$Lease Balance
Completion Date: TBD	Completion Date: TBD
Subject Matter: Breach of Lease Agreement	Subject Matter: Breach of Lease Agreement
The Town Center at Boca Raton Trust v. Creative	Olsen, Nicole v. Ranter Companies, L.C., et al.
Hairdressers, Inc.	Court Filed: USDC, District of New Jersey,
Court Filed: County Court, Palm Beach County,	Case No.: 1:20-ev-03760
Florida	Represented by: Litter Mendelson, P.C.
Case No.: 50-2020-CC-002569-XXXX-SB	Amount: TBD
Represented by: N/A	Completion Date: TBD
Amount: \$79,202.82	Subject Matter: FLSA Collective Action
Completion Date: TBD	Subject Mutter. I Est I Concente Tienon
Subject Matter: Breach of Lease Agreement	
Lucius, Windy v. Ratner Companies, L.C.	McGuinness, Jessica v. Ratner Companies, L.C., et
Court Filed: USDC, Southern District of Florida,	al.
Miami Division	Court Filed: Superior Court of New Jersey, Law
Case No.: 1.20-cv-20822	Division, Middlesex
Represented by: Wicker Smith	Case No.: MID-L-1317-20
Amount: N/A – Injunctive Relief	Represented by: Franklin & Prokopik & Connell
Completion Date: TBD	Foley, LLP
Subject Matter: ADA App Accessibility	Amount: TBD
	Completion Date: TBD
	Subject Matter: Personal Injury/Insurance
	, , , , , , , , , , , , , , , , , , ,
EEOC/Administrative Claims	
Todd, Karen v. Creative Hairdressers, Inc.	De Leon, Blanca v. Creative Hairdressers, Inc., et
DC Office of Human Rights Commission	al.
Case No.: OHR 20-35-PA	DC Office of Human Rights
	Case No.: OHR 16-313 P(CN)
	EEOC 10C-2016-00284
Beverly, Sarah v. Creative Hairdressers, Inc.	
Virginia Division of Human Rights	
Case No.: EEOC 438-2019-01638	

In addition, there is a Department of Labor investigation and two putative class action suits (one in New Jersey and one in Florida).

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#### **Labor Relations**

None (other than as disclosed on Disclosure Scehdule 3.7 regarding litigation).

EEOC/Administrative Claims	
Todd, Karen v. Creative Hairdressers, Inc.	De Leon, Blanca v. Creative Hairdressers, Inc., et
DC Office of Human Rights Commission	al.
Case No.: OHR 20-35-PA	DC Office of Human Rights
	Case No.: OHR 16-313 P(CN)
	EEOC 10C-2016-00284
Beverly, Sarah v. Creative Hairdressers, Inc.	
Virginia Division of Human Rights	
Case No.: EEOC 438-2019-01638	

In addition, there is a Department of Labor investigation and two putative class action suits (one in New Jersey and one in Florida).

**Brokers** 

None.

Taxes (due June 15 or July 15)

#### Creative Hairdressers, Inc.:

- Form 1120S U.S. Income Tax Return for an S Corporation
- Form CT-1120SI Connecticut Composite Income Tax Return
- Form D-20 District of Columbia SUB Corporation Franchise Tax Return (COMBINED)
- Form 1100S Delaware S Corporation Reconciliation and Shareholders Information Return
- Form 200-C Delaware Composite Income Tax Return
- Form IL-1120-ST Illinois Small Business Corporation Replacement Tax Return
- Form IT-20S Indiana S Corporation Income Tax Return
- Form 355S Massachusetts S Corporation Excise Return
- Form NRCR Massachusetts Nonresident Composite Return
- Form 510 Maryland Pass-Through Entity Income Tax Return
- Form CD-401S North Carolina S Corporation Tax Return
- Form BET & NH-1120 New Hampshire Business Enterprise/Profits Tax Return
- Form CBT-100S New Jersey Corporation Business Tax Return
- Form PA-20S Pennsylvania S Corporation Information Return
- Form PA-40NRC Pennsylvania Nonresident Consolidated Income Tax Return
- Form RI-1120S Rhode Island Subchapter S Business Corporation Tax Return
- Form RI-1040C Rhode Island Composite Income Tax Return
- Form 05-158-A/B & 05-102 Texas Franchise Tax Report and Public Information Report
- Form 502 Virginia Pass-Through Entity Return of Income and Nonresident Withholding Tax
- Form 5S Wisconsin Tax-Option (S) Corporation Income Tax Return
- Form PW-1 Wisconsin Nonresident Income Tax Withholding on Pass-Through Entity Income
- Form 1CNS Wisconsin Composite Individual Income Tax Return for Nonresident Tax-Option (S)
   Corporation Shareholders
- Form SPF-100 West Virginia S Corporation Income Tax Return

#### Ratner Companies, LC:

- Form 1065 U.S. Return of Partnership Income
- Form 502 Virginia Pass-Through Entity Return of Income and Nonresident Withholding Tax

916926.49536.001.04 Page 16

#### **Disclosure Schedule 3.12(a)**

#### **Employee Benefit Plans**

As described in the Benefits Guides provided by Buyer to Seller.

#### Resource Center:

- Medical / Prescription Drugs
- Dental
- Vision
- Health Advocate
- Income Protection Basic Life Insurance
- Income Protection Supplemental Life Insurance and AD&D
- Income Protection Short Term Disability Income Protection Long Term Disability
- Flexible Spending Account
- 401(k) Savings Plan
- ID Watchdog
- **Unum Programs**
- Purchasing Power Programs
- Hyatt Legal Plan
- MetLife Group Auto and Home Insurance
- Cell Phone Discount Program
- Credit Union
- Paid Time Off
- **Tuition Reimbursement**

#### Ratner Salon Professionals:

- Medical / Prescription Drugs
- Dental
- Vision
- Health Advocate
- Income Protection Basic Life Insurance
- Supplemental Life Insurance and AD&D Income Protection
- Income Protection Short Term Disability Long Term Disability Income Protection
- Flexible Spending Account
- 401(k) Savings Plan
- ID Watchdog
- **Unum Programs**
- Purchasing Power Programs
- Hyatt Legal Plan
- MetLife Group Auto and Home Insurance
- Cell Phone Discount Program
- Credit Union
- Paid Time Off
- **Tuition Reimbursement**

Page 17 016926.49536.001.04

# **Disclosure Schedule 3.12(c)**

Knowledge of Sellers

None.

## Owned Intellectual Property

## Registered Trademarks

CREATIVE HAIRDRESSERS, INC.			APPICATION	REGISTRATION		
TM/SM NAME	APP No.	STATUS	FILING DATE	DATE	REG No.	RENEWAL DATE
8 DAYS A WEEK	87195311	REGISTERED	10/6/2016	10/3/2017	5303204	10/3/2023
A GOOD HAIRCUT IS A GOOD HAIRCUT	74/235004	REGISTERED	12/31/1991	4/27/1993	1768280	5/22/2023
ANCIENT SECRETS FOR MODERN HAIR	76/548695	REGISTERED	9/16/2003	7/10/2007	3261469	7/10/2027
ANCIENT SERUM	77/814835	REGISTERED	8/28/2009	5/17/2011	3962548	5/17/2021
ANCIENT VEIL	85/553874	REGISTERED	2/27/2012	4/7/2015	4716752	4/7/2021
BUBBLES (STYLIZED)	86/413075	REGISTERED	10/2/2014	6/16/2015	4754928	6/16/2021
BODDELS (STIEIZED)	00/4/30/3	REGISTERED	10/2/2014	0/10/2013	4734320	0/10/2021
BUBBLES	76/401833	REGISTERED	4/30/2002	7/26/2005	2975066	7/28/2025
BUBBLES (STYLIZED)	88/517215	PENDING	7/16/2019			
BUBBLES KERATIN MAX	85/838369	REGISTERED	2/1/2013	12/23/2014	4660182	12/23/2020
DESIGN: MAN AND WOMAN "BUBBLES SALON"	76/096748	REGISTERED	7/26/2000	4/13/2004	2831134	4/13/2024
C-VIP	85/407147	REGISTERED	8/25/2011	5/14/2013	4335617	5/14/2023
CHANGE IT UP	87/942526	PUBLISHED	5/31/2018			
CHANGE YOUR HAIR AND CHANGE IN YOUR POCKET	77/364461	REGISTERED	1/4/2008	4/28/2009	3613384	10/28/2020
CIBU	85/111316	REGISTERED	8/19/2010	9/16/2014	4605711	9/16/2020
CIBU (STYLIZED)	86413080	REGISTERED	10/2/2014	6/9/2015	4751413	6/9/2021
CIBU	76/454491	REGISTERED	9/24/2002	6/8/2004	2851650	6/8/2024
CIBU ANCIENT SHIMMER SMOOTHING CREAM	86/137075	REGISTERED	12/6/2013	12/2/2014	4647994	12/2/2020
CIBU ANCIENT SMOOTHING ARGAN OIL	86/137081	REGISTERED	12/6/2013	12/2/2014	4647995	12/2/2020
CIBU ANCIENT SMOOTHING ARGAN OIL CONDITIONER CIBU ANCIENT SMOOTHING ARGAN OIL SHAMPOO	86/137072 86/137066	REGISTERED REGISTERED	12/6/2013 12/6/2013	12/2/2014 12/2/2014	4647993 4647992	12/2/2020 12/2/2020
CIBU ANCIENT SMOOTHING ARGAN OIL SHAWFOO	85/553865	REGISTERED	2/27/2012	4/7/2015	4647992 4716751	4/7/2021
CIBU DRYNAMIC BLOW DRY ACCELERATOR	86/076826	REGISTERED	9/27/2013	6/2/2015	4745989	6/2/2021
CIBU HI-YA! EXPRESS SMOOTHING SYSTEM	85/553837	REGISTERED	2/27/2012	7/29/2014	4,576,309	7/29/2020
CIBU PHO FREEZE	85/553849	REGISTERED	2/27/2012	9/2/2014	4597608	9/2/2020
CIELOBRATE	77/489830	REGISTERED	6/3/2008	7/26/2011	4002767	7/26/2021
CIELOBRATE	77/489815	REGISTERED	6/3/2008	12/14/2010	3890553	12/14/2020
COLORWORKS	75/595802	REGISTERED	11/25/1998	2/26/2002	2543257	2/26/2022
CURL MAGNET	87/808546	REGISTERED	2/23/2018	4/16/2019	5729398	4/16/2025
CUT-COLOR-CONNECT	88517200	PUBLISHED	7/16/2019			
CUTTERY (AND DESIGN)	75/814054	REGISTERED	10/4/1999	2/6/2001	2426553	2/6/2021
EVERYTHING STARTS WITH STYLISTS	75/553224	REGISTERED	9/15/1998	11/7/2000	2402601	11/7/2020
FINISTA	86/768516	REGISTERED	9/25/2015	6/14/2016	4979982	6/14/2022
FRIZZFIX	86/511363	REGISTERED	1/22/2015	11/22/2016	5087215	11/22/2022
GEISHALICIOUS	76/564812	REGISTERED	11/28/2003	7/26/2005	2977906	7/28/2025
GEL FRIDAY	87195303	REGISTERED	10/6/2016	1/16/2018	5381763	1/16/2024
GET THE LOOK	85/775622	REGISTERED	11/9/2012	6/10/2014	4546061	6/10/2020
GREAT AMERICAN HAIRSHOW	85/676184	REGISTERED	7/13/2012	2/24/2015	4692792	2/24/2021
HAIR CUTTERY (AND DESIGN)	74/357726	REGISTERED	2/10/1993	6/28/1994	1842140	6/28/2024
HAIR CUTTERY (AND DESIGN)	75/576872	REGISTERED	10/23/1998	9/26/2000	2389203	9/26/2020
HAIR CUTTERY (standard characters)	77/506256	REGISTERED	6/24/2008	2/24/2009	3579465	2/24/2029
HAIR CUTTERY SHAMPOO BOWL	85/584653	REGISTERED	3/31/2012	5/20/2014	4534068	5/20/2021
HAIR PINS	85/676168	REGISTERED	7/13/2012	2/17/2015	4689070	2/17/2021
HAIR WARS	85/063253	REGISTERED	6/15/2010	12/17/2013	4451639	12/17/2020
HARE CUT TERRY	74/451365	REGISTERED	10/21/1993	7/25/1995	1,907,706	7/25/2025
HC Design	77/861216	REGISTERED	10/30/2009	10/5/2010	3855872	10/5/2020
HC (STYLIZED) HI-YA	88477624 76/564817	PENDING REGISTERED	6/18/2019 11/28/2003	8/9/2005	2983717	8/9/2025
11 1/1	70/004017	TEGIGTERED	11/20/2000	37/100/55/57/28/47	NOTO EURONIDIZIV	0/3/2020
HI-YA! EXPRESS SMOOTHING SYSTEM	85/553846	REGISTERED	2/27/2012	1/28/2014 (class 3) 7.15.14 class 44	4475645 (class 3) 4569731 (class 44)	1/28/2020
HUMANTOLOGY	88517186	PENDING	7/16/2019	7.10.17 Class 44	-500701 (Class 44)	172072020
KA POWI	86/477676	REGISTERED	12/11/2014	8/23/2016	5027800	8/23/2022
KERATIN MAX	85/838366	REGISTERED	2/1/2013	12/23/2014	4660181	12/23/2020
KNOT SO KNOTTY	86/477671	REGISTERED	12/11/2014	6/14/2016	4978945	6/14/2022
LICENSED TO STYLE	85/775644	REGISTERED	11/9/2012	2/10/2015	4685176	2/10/2021
MOUSSE LEE	76/564816	REGISTERED	11/28/2003	2/21/2006	3060716	2/21/2026
ORIGUMI	86/173179	REGISTERED	1/23/2014	9/9/2014	4600665	9/9/2020
ODICI ME ODEATIVE DAOTE	76/664358	REGISTERED	8/9/2006	5/20/2008	3431756	
ORIGUMI CREATIVE PASTE ORIGUMI FIBER PASTE	86/173172	REGISTERED	1/23/2014	9/9/2014	4600664	9/9/2020
	86/173172 85/553862 88517223	REGISTERED REGISTERED PENDING	1/23/2014 2/27/2012 7/16/2019	9/9/2014 12/24/2013	4600664 4455688	9/9/2020 9/9/2020

SALON CIELO KERATIN MAX	85/838375	REGISTERED	2/1/2013	12/23/2014	4660183	12/23/2020
SASHINI	86/173165	REGISTERED	1/23/2014	9/9/2014	4600663	9/9/2020
SASHINI THERMAL SHINE SPRAY	86/173158	REGISTERED	1/23/2014	9/9/2014	4600662	9/9/2020
SHAMPOO BOWL	85/584648	REGISTERED	3/30/2012	5/13/2014	4530123	5/13/2021
SHANG HIGH	77/221783	REGISTERED	7/5/2007	7/28/2009	3661406	7/28/2029
SHARE-A-HAIRCUT	75/940750	REGISTERED	3/7/2000	7/9/2002	2592440	7/9/2022
SLICKSTER	87077135	REGISTERED	6/20/2016	9/12/2017	5287452	9/12/2023
SMART. BOLD. BEAUTIFUL.	87356321	REGISTERED	3/2/2017	6/25/2019	5788266	6/25/2025
SMILE BACK GUARANTEE	85/734880	REGISTERED	9/21/2012	8/5/2014	4580771	8/5/2020
SO TACKY	87456830	REGISTERED	5/19/2017	2/13/2018	5403448	2/13/2024
SPRAYCATION WAVE SPRAY	87/882356	REGISTERED	4/18/2018	4/16/2019	5729645	4/16/2025
SPRING ROLL	77/349303	REGISTERED	12/11/2007	9/8/2009	3680624	9/8/2029
STICKY RICE	76/564807	REGISTERED	11/28/2003	7/26/2005	2977904	7/6/2025
STILL ON THE MONEY	77/672517	REGISTERED	2/18/2009	11/23/2010	3880637	11/23/2020
STILL PRICED TO TURN HEADS	77/672525	REGISTERED	2/18/2009	11/23/2010	3880638	11/23/2020
STILL STYLIN' FOR LESS	77/672530	REGISTERED	2/18/2009	6/8/2010	3800558	6/8/2021
STILL SMART	77/672534	REGISTERED	2/18/2009	6/8/2010	3800559	6/8/2021
STILL WORTHIT	77/672536	REGISTERED	2/18/2009	11/23/2010	3880639	11/23/2020
STYLE A BEAUTIFUL LIFE	87356307	REGISTERED	3/2/2017	6/18/2019	5782170	6/18/2025
STYLE YOUR SUCCESS	87357732	REGISTERED	3/3/2017	6/18/2019	5782172	6/18/2025
STYLEPOINTS	85/148314	REGISTERED	10/8/2010	2/7/2012	4096885	2/7/2021
STYLEPOINTS	86/008911	REGISTERED	7/12/2013	7/8/2014	4562674	7/8/2021
STYLEPOINTS	85/148322	REGISTERED	10/8/2010	9/17/2013	4403669	9/17/2020
TAKE OUT	76/564810	REGISTERED	11/28/2003	7/26/2005	2977905	7/26/2025
TEXTURE ADDICT	88207003	PENDING	11/27/2018			
THE BEAUTY OF GIVING	76/090455	REGISTERED	7/17/2000	6/11/2002	2579989	6/11/2022
THE HAIR CUTTERY	73/058377	REGISTERED	7/22/1975	7/4/1978	1095509	7/4/2028
THE PEOPLE COMPANY	85/515879	REGISTERED	1/13/2012	11/5/2013	4429348	11/5/2020
THE PEOPLE COMPANY OF THE BEAUTY INDUSTRY	85/515875	REGISTERED	1/13/2012	11/5/2013	4429347	11/5/2020
THREAD CASE	87077145	REGISTERED	6/20/2016	9/12/2017	5287453	9/12/2023
UNLIMITED COMMISSIONS. UNLIMITED YOU.	87427535	REGISTERED	4/27/2017	6/25/2019	5788351	6/25/2025
WEAR NOTHING BUT BUBBLES	76/672564	REGISTERED	2/18/2009	3/30/2010	3769000	3/31/2021
WE'RE ALL ABOUT COLOR. YOURS.	76/289050	REGISTERED	7/23/2001	1/22/2002	2532195	1/22/2021

RATNER COMPANIES, L.C.			APPICATION	REGISTRATION		
TM/SM NAME	APP No.	STATUS	FILING DATE	DATE	REG No.	RENEWAL DATE
PATH TO PROSPERITY	88/155480	PUBLISHED	10/15/2018			
RATNER COMPANIES STYLIZED	76/643565	REGISTERED	7/25/2005	9/12/2006	3141002	9/12/2026

# Creative Hairdressers, Inc.

Country	<u>Mark</u>	<u>Class</u>	<u>App.</u> <u>Number</u>	App. Date	<u>Reg.</u> <u>Number</u>	Reg. Date
United States	BUBBLES SALON and Design	<u>42</u>	<u>76096748</u>	July 26, 2000	<u>2831134</u>	<u>April 13,</u> 2004
	BU8BL≣S					
United States	CIBU WATER LILY	<u>3</u>	<u>85111297</u>	August 19, 2010	<u>4272658</u>	<u>January</u> <u>8, 2013</u>
<u>Marylan</u> <u>d</u>	THE HAIR CUTTERY	<u>42</u>			MD S1826	<u>February</u> 20, 1987

Page 20 016926.49536.001.04

<u>Mexico</u>	BUBBLES	<u>44</u>	M1169912	<u>April 8,</u> 2011	1234383	<u>August</u> 22, 2011
<u>Mexico</u>	HAIR CUTTERY	<u>35</u>	<u>M1175482</u>	May 4, 2011	<u>1264305</u>	<u>February</u> 1, 2012
<u>Mexico</u>	HAIR CUTTERY	<u>44</u>	<u>M1175480</u>	May 4, 2011	<u>1338190</u>	<u>Decembe</u> r 13, 2012
<u>Mexico</u>	HAIR CUTTERY	<u>44</u>	M1169919	April 8, 2011	1236839	<u>Septemb</u> <u>er 6,</u> <u>2011</u>
Mexico	SALON CIELO	<u>44</u>	M1169917	<u>April 8,</u> 2011	1234384	<u>August</u> 22, 2011

# Copyright

## Registered US Copyright:

<u>Title</u>	Reg. No.	Reg. Date	<b>Copyright Claimant</b>
Colorwork Salon 2001 design	VAu000594275	2003-09-30	Creative Hairdressers, Inc.

## **Domain Names**

<b>Domain Name</b>	Registered	<b>Expires</b>	Registrant
www.haircuttery.com	<u>1997-08-11</u>	2020-08-10	Ratner Companies, LC
www.ratnerco.com	<u>1999-08-12</u>	2021-08-12	Ratner Companies, LC
<u>ratnerwebstore.com</u>		11/1/2019	
ratnercompanies.com		<u>5/27/2020</u>	
<u>hcsalons.com</u>		<u>5/29/2020</u>	

10   10   10   10   10   10   10   10	manna a fa a a ma	6/4/2020	
wearehaircuttery.com         6/16/2020           colorworksalon.com         6/28/2020           colorworksalons.com         6/28/2020           bubblessalons.com         7/28/2020           haircuttery.org         7/31/2020           wearehaircuttery.net         8/8/2020           haircuttery.com         8/10/2020           cibuinternational.com         8/19/2020           reinfor.com         9/21/2020           cibuforhair.com         9/14/2020           atherco.net         9/29/2020           myratner.com         11/5/2020           creativehairdressers.com         11/30/2020           ratnerhome.com         2/6/2021           haircuttery.careers.com         3/7/2021           careersbyhaircuttery.com         3/12/2021           bubbleshairsalons.com         3/23/2021           bubbleshairsalons.com         3/28/2021           besthairadvice.com         3/28/2021           mycacess.com         3/28/2021           bubblesthecolorsalon.com         4/3/2021           bubblesthecolorsalon.com         4/3/2021           bubblesthecolorsalon.com         4/3/2021           bubblesthecolorsalon.com         4/3/2021           bubblesthecolorsalon.com         1/20	rcproofs.com	6/4/2020	
colorworksalon.com         6/28/2020           colorworksalons.com         6/28/2020           bubblessalons.com         7/28/2020           haircuttery.org         7/31/2020           wearchaircuttery.net         8/8/2020           haircuttery.com         8/10/2020           cibuinternational.com         8/19/2020           rcinfor.com         9/2/2020           cibuforhair.com         9/14/2020           ratmero.net         9/29/2020           myratner.com         11/5/2020           creativehairdressers.com         11/30/2020           ratmerhome.com         2/6/2021           haircuttery.careers.com         3/7/2021           careersbyhaircuttery.com         3/12/2021           bubbleshairsalons.com         3/23/2021           bubblessalon.com         3/28/2021           haircuttery.net         3/28/2021           myhcaccess.com         3/28/2021           bubblesacolorsalon.com         4/3/2021           bubblesacolorsalon.com         4/3/2021           bubblesthecolorsalon.com         4/3/2021           bubblesthecolorsalon.com         4/3/2021           colorworkssalons.com         3/12/2021           basalon.cielo.com         1/20/2021 <td></td> <td></td> <td></td>			
colorworksalons.com         6/28/2020           bubblessalons.com         7/28/2020           haircuttery.org         7/31/2020           wearchaircuttery.net         8/8/2020           haircuttery.orm         8/10/2020           cibuinternational.com         8/19/2020           reinfor.com         9/2/2020           cibuforhair.com         9/14/2020           ratnerco.net         9/29/2020           myratner.com         11/30/2020           creativehairdressers.com         11/30/2020           catnerhome.com         2/6/2021           haircuttery.carcers.com         3/12/2021           careershyhaircuttery.com         3/12/2021           bubbleshairsalons.com         3/23/2021           bubblessalon.com         3/28/2021           besthairadvice.com         3/28/2021           hesthairadviceever.com         3/29/2021           bubblesacolorsalon.com         4/3/2021           bubblesthecolorsalon.com         4/3/2021           bubblesthecolorsalon.com         4/3/2021           colorworkssalons.com         4/3/2021           agreathairday.com         4/4/2021           salon.cielo.com         11/8/2021           bubblesforhair.com         11/18/2021			
bubblessalons.com         7/28/2020           haircuttery.org         7/31/2020           wearehaircuttery.net         8/8/2020           haircuttery.com         8/10/2020           cibuinternational.com         8/19/2020           cibuinternational.com         9/2/2020           cibufor.com         9/2/2020           cibuforhair.com         9/14/2020           ratherco.net         9/29/2020           myrather.com         11/5/2020           creativehairdressers.com         11/30/2020           ratherhome.com         2/6/2021           haircuttery.careers.com         3/12/2021           careersbyhaircuttery.com         3/12/2021           bubbleshairsalons.com         3/23/2021           bubbleshairadvice.com         3/28/2021           haircuttery.net         3/28/2021           myhcaccess.com         3/28/2021           besthairadviceever.com         3/29/2021           bubblesacolorsalon.com         4/3/2021           bubblesacolorsalon.com         4/3/2021           bubblesthecolorsalon.com         4/3/2021           saloncielo.com         7/20/2021           saloncielo.com         11/18/2021			
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Page 22 016926.49536.001.04

# Additional Owned Intellectual Property

Sellers also utilize various software subject to "shrink wrap" licenses.

## Sellers own the following product formulations:

1	<u>Clarifying Shampoo</u>	Formula # 0527224000/01
2	Sculpting Sauce	Formula # 052724100/01
<u>3</u>	Smoothing Solution	Formula # 052724210/01
<u>4</u>	Shine Polish Gloss	Formula # 052724304/01
<u>5</u>	Everyday Gentle Conditioner	Formula # 052724400/01
<u>6</u>	Leave-In Daily Detangler	Formula # 052724500/01
<u>7</u>	Sticky Rice Pomade	Formula # 052724700/01
<u>8</u>	Reconstruct Conditioner	Formula # 052724800/01
<u>9</u>	Foaming Volumizer	Formula # 052724900/01
<u>10</u>	Everyday Gentle Shampoo	Formula # 052725000/01
<u>11</u>	Volumizing Shampoo	Formula # 052725100/01
<u>12</u>	Confucius Spray	Formula # 052725305
<u>13</u>	Geishalicious-Color Protection Shampoo	Formula # 052725210

Page 23 016926.49536.001.04

Compliance with Laws

To be Supplemented.

#### **Related Party Transactions**

#### **Due from Affiliates**

Ratner, a majority-owned and consolidated subsidiary, provides certain management services to affiliates owned primarily by shareholders of the Company. Under these management agreements, the Company is paid an amount, normally determined as a percentage of the affiliates' total revenues, for providing certain administrative and operational support services.

The Company and its consolidated subsidiaries may also advance amounts to affiliates for a variety of purposes. Amounts due from affiliates are generally due on demand and bear interest at 5 percent simple interest per annum.

Amounts due from these affiliates and amounts charged for these management services are as follows as of and for the fiscal years ended March 28, 2020 and September 28, 2019::

	As of 3/28/20	2018
Due from (to) affiliates: Louis Creative Hairdressers, Inc.	\$ (5,025,642)	(4,978\$568)
Salon Plaza, LLC Salon Plaza Enterprises, LLC PMGW, LLC	(204,401) 17,765	(77,866) 105,354
Total	\$ (5,212,278)	\$ (4,951,080)
	As of 3/28/20	2019
Management fees charged: Salon Plaza Enterprises, LLC	419,711	847,869

The Company's receivables due from affiliates represent variable interests. The Company has determined that Salon Plaza Enterprises, LLC is a variable interest entity (the "Entity") because the creditors of the Entity have required personal guarantees by shareholders as collateral for the Entity's long-term borrowings. The Company has determined that it is not the primary beneficiary, as it does not have the power to direct the matters that significantly impact the economic activities of the Entity. The Company's maximum exposure to loss is the carrying value of the amounts due at any point in time as presented in the table above. Certain common shareholders historically represented their intent to repay the amounts due the Company in the event that the related party entity is unable to do so.

#### Notes Receivable from Shareholders

As of the fiscal years ended September 28, 2019 and September 29, 2018, notes due from shareholders totaled approximately \$1,770,000 and \$1,791,000, respectively. Amounts borrowed are proportionate to each shareholder's relative ownership interest. Interest accrues on the amounts outstanding at a rate of 0.21 percent compounded on a semi-annual basis. The outstanding balance of all notes receivable from shareholders plus all accrued but unpaid interest is due on their extended maturity date of February 28, 2022.

916926.49536.001.04 Page 25

#### **Notes Payable to Shareholder**

As of March 28, 2020, Creative Hairdressers, Inc. has borrowed \$3,500,000 from a controlling common shareholder of the Company. \$1,000,000 was borrowed from a controlling shareholder (DRF Trust) and the remaining \$2,500,000 was borrowed from ADKLDR, LLC which is owned by shareholders. The note accrues interest at 6 percent per annum and requires interest-only payments annually commencing on September 28, 2019 through the maturity date of the note on September 25, 2021. This note is subordinated to the Company's obligations under the credit facility. During the fiscal year ended September 28, 2019, \$2,000,000 of the note payable to shareholder was paid. As of September 28, 2019, the outstanding balance of the note payable to shareholder is \$1,000,000. There is an additional subordinated note in favor of ADKLDR, LLC dated April 15, 2020, in the amount of \$210,000 made by Creative Hairdressers, Inc.

#### **HQ** Lease

Ratner Companies Lease with Q-R Springhill, L.L.C. (formerly 2815 Hartland Road, L.C.)

916926.49536.001.04 Page 26