

United States Bankruptcy Court  
District of Maryland

In re:  
Creative Hairdressers, Inc.  
Ratner Companies, L.C.  
Debtors

Case No. 20-14583-TJC  
Chapter 11

**CERTIFICATE OF NOTICE**

District/off: 0416-0

User: vharper  
Form ID: pdfpartyPage 1 of 2  
Total Noticed: 5

Date Rcvd: Jun 02, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 04, 2020.

db +Creative Hairdressers, Inc., 1577 Spring Hill Road, Suite 500, Vienna, VA 22182-2284  
aty Keith N. Costa, FAEGRE DRINKER BIDDLE & REATH LLP, 1177 Avenue of the Americas, 41st Floor,  
New York, NY 10036-2714  
aty Richard A. Chesley, DLA Piper LLP (US), 444 West Lake Street, Suite 900,  
Chicago, IL 60606-0089  
+Jeanette Rice, Assistant United States Trustee, OFFICE OF THE UNITED STATES TRUSTEE,  
6305 Ivy Lane, Suite 600, Greenbelt, MD 20770-6305

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
+E-mail/Text: ustpreion04.gb.ecf@usdoj.gov Jun 02 2020 20:26:52 Lynn A. Kohen, Esquire,  
OFFICE OF THE UNITED STATES TRUSTEE, 6305 Ivy Lane, Suite 600, Greenbelt, MD 20770-6305  
TOTAL: 1

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jun 04, 2020

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 2, 2020 at the address(es) listed below:

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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TOTAL: 59

**SO ORDERED**



  
THOMAS J. CATLIOTA  
U.S. BANKRUPTCY JUDGE

**IN 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  
\* (Jointly Administered)  
Debtors. \*

\* \* \* \* \*

**ORDER (A) APPROVING AND AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS PURSUANT TO THE AMENDED AND RESTATED ASSET PURCHASE AGREEMENT, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF**

This matter coming before the United States Bankruptcy Court for the District of Maryland (the "Court") on the motion (the "Sale Motion")<sup>2</sup> of the above-captioned debtors and debtors-in-possession (the "Debtors") for the entry of an order pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the

<sup>1</sup> The debtors in these chapter 11 cases are: Creative Hairdressers, Inc. ("CHI") and Ratner Companies, L.C. ("Ratner Co").

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion or in the Final APA (as defined herein).

“Bankruptcy Rules”), and Rule 6004-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Maryland (the “Local Rules”) (a) authorizing the sale of substantially all of the assets (the “Acquired Assets”) as more fully set forth in the Final APA (as defined below) free and clear of liens, claims, encumbrances, and other interests, except as provided by the Final APA, to HC Salon Holdings, Inc. (“Salon Holdings”), and the direct and indirect subsidiaries and affiliates of Salon Holdings identified in the Final APA (together with Salon Holdings, each a “Buyer” and collectively, “Buyers”); (b) approving the assumption and assignment of certain of the Debtors’ executory contracts and unexpired leases related thereto, subject to and conditioned upon the terms of this Order; and (c) granting related relief; and the Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Sale Motion at a hearing before the Court on May 28, 2020 (the “Sale Hearing”); and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

**THE COURT HEREBY FINDS AND DETERMINES THAT:**

**I. Jurisdiction, Final Order and Statutory Predicates**

A. The Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This order (the “Sale Order”) constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no

just reason for delay in the implementation of this Sale Order, and expressly directs its entry as set forth herein.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9007 and 9014.

D. The Court entered the *Order (i) Scheduling a Hearing to Consider Approval of the Sale of Substantially all of the Debtors' Assets, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (ii) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (iii) Granting Related Relief* (the "Bidding Procedures Order") on May 4, 2020 [D.I. 137].

E. The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

F. To the extent any of the following findings of fact constitute conclusions of law, they are hereby adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are hereby adopted as such. Any findings of fact or conclusions of law stated by the Court on the record at the Sale Hearing are hereby incorporated, to the extent they are not inconsistent herewith.

G. In the absence of a stay pending appeal, the Buyers, are found to be good faith purchasers under section 363(m) of the Bankruptcy Code, may close the transaction contemplated by this Sale Order and that certain *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 dated as of May 27, 2020* (together with any schedules, exhibits and any other documents or instruments related thereto and as may

be modified, amended or supplemented from time to time, the “Final APA”), a copy of which is attached hereto as **Exhibit A**, at any time after entry of this Sale Order, and cause has been shown as to why this Sale Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

## **II. Notice of the Sale, Auction and the Cure Amounts**

A. In compliance with the Bidding Procedures Order, actual written notice of the Sale Motion and the Sale Hearing and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein have been afforded via, among other things, the *Debtors’ Notice of Auction and Sale of Assets* (D.I. 153) (the “Sale Notice”), to all known interested persons and entities, including, but not limited to the following parties (the “Notice Parties”): (a) the Office of the United States Trustee for the District of Maryland (the “U.S. Trustee”); (b) the Official Committee of Unsecured Creditors appointed in these cases and its counsel (the “Committee”); (c) all parties requesting notices in these chapter 11 cases (the “Chapter 11 Cases”); (d) all known creditors of the Debtors; (e) counsel to Salon Holdings; (f) counsel to all prepetition secured parties; and (g) all parties known to the Debtors to have expressed interest in purchasing all or a portion of the Acquired Assets.

B. In accordance with the provisions of the Bidding Procedures Order, on May 5, 2020, the Debtors served the *Notice of Proposed Assumption, Assignment, and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of the Debtors* (D.I. 147) and on May 22, 2020 served the *Supplemental Notice of Proposed Assumption, Assignment and Cure Amounts with Respect to Executory Contracts* (D.I. 411) (collectively, the “Contract Assumption Notice”), as applicable, upon the contract counterparties (the “Contract Counterparties”) to the executory contracts and unexpired leases that the Debtors seek to assume and assign to the Buyers (the “Assumed Executory Contracts”) as of May 29, 2020 (or such other date on which the transactions

contemplated by the Buyers' Final APA are consummated, the "Closing Date") and setting forth the proposed Cure Amounts, if any, for such Assumed Executory Contracts. In accordance with the provisions of the Bidding Procedures Order, the Debtors further filed and served the *Notice of Assumption and Assignment with Respect to Unexpired Leases of the Debtors* (D.I. 415) on May 23, 2020, which sets forth the unexpired leases designated by Salon Holdings intended to be assumed by the Debtors and assigned to Buyers as of the Closing Date. Pursuant to Fed. R. Bankr. P. 6006(c), the Court finds that the service of such Contract Assumption Notice was good, sufficient and appropriate under the circumstances, in compliance with the Bidding Procedures Order, and no further notice need be given in respect of establishing the Cure Amount for the Assumed Executory Contracts. The Contract Counterparties have had an opportunity to object to the Cure Amounts set forth in the Contract Assumption Notice, as applicable.

C. As evidenced by the certificates and notices of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, Auction, Sale Hearing, and Sale has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Auction, the Sale Hearing, and the Sale required by the Bidding Procedures Order. Such notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, Auction, Sale Hearing, Sale, or assumption and assignment of the Assumed Executory Contracts is required.

D. The Debtors have articulated good and sufficient reasons for the Bankruptcy Court to grant the relief requested in the Sale Motion.

E. The disclosures made by the Debtors concerning the Sale Motion, the Final APA, the Auction, the Sale, and the Sale Hearing were good, complete and adequate.

**III. Good Faith of the Buyers**

A. No Buyer is an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

B. The Buyers are purchasing the Acquired Assets in good faith and are good faith buyers within the meaning of section 363(m) of the Bankruptcy Code and is, therefore, entitled to the full protection of section 363(m) of the Bankruptcy Code, and otherwise have proceeded in good faith in all respects in connection with these Chapter 11 Cases in that, *inter alia*: (a) the Buyers recognized that the Debtors were free to deal with any other party interested in acquiring any or all of the Acquired Assets; (b) the Buyers complied with the provisions in the Bidding Procedures Order; (c) the Buyers agreed to subject their bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (d) the Buyers in no way induced or caused the chapter 11 filing by any of the Debtors; (e) all payments to be made by the Buyers and other agreements or arrangements entered into by the Buyers in connection with the Sale have been disclosed; (f) the Buyers have not violated section 363(n) of the Bankruptcy Code by any action or inaction; (g) no common identity of directors or controlling stockholders exists between the Buyers and any of the Debtors; and (h) the negotiation and execution of Final APA and any other agreements or instruments related thereto were at arms’ length and in good faith.

**IV. Highest or Best Offer**

A. Prior to selecting the Buyers as the Successful Bidder, the Debtors solicited offers to acquire the Acquired Assets from a wide variety of parties. In doing so, the Debtors afforded Potential Bidders confidential due diligence access to provide any such bidders an opportunity to submit a Qualified Bid.

B. The Bidding Procedures were designed to obtain the highest and best value for the Acquired Assets for the Debtors and their estates, and the Final APA constitutes the highest and



best offer for the Acquired Assets. The Debtors' determination, in consultation with the Committee, that the Final APA constitutes the highest or best offer for the Acquired Assets was a reasonable, valid and sound exercise of the Debtors' business judgment.

C. The Final APA represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these Chapter 11 Cases. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value or otherwise better terms to the Debtors' estates than the Buyers.

D. Approval of the Sale Motion and the Final APA and each of its exhibits, and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

E. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

#### **V. No Fraudulent Transfer**

A. The consideration provided by the Buyers for the Acquired Assets, Assumed Executory Contracts and Assumed Liabilities pursuant to the Final APA is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

#### **VI. Method of Effecting the Sale**

A. The Final APA provides that the Buyers shall acquire the Acquired Assets in exchange for certain cash amounts as well as a credit bid of Salon Holdings' obligations (the "DIP Obligations") arising under and pursuant to that certain *Senior Debtor-in-Possession Credit Agreement* (the "DIP Credit Agreement") by and among Creative Hairdressers, Inc., as borrower, and Ratner Companies L.C. and Cielo #3119, L.L.C. as guarantors and HC Salon Holdings, Inc.,

as lender, as amended and approved by the *Final Order (i) Authorizing the Debtors to Obtain Postpetition Secured Financing, (ii) Authorizing the Use of Cash Collateral, (iii) Granting Adequate Protection to Prepetition Secured Parties, and (iv) Granting Related Relief* entered by the Court on May 28, 2020 (D.I. 442)(the “Final DIP Order”).

#### **VII. Validity of Transfer**

A. The Debtors have full corporate power and authority to execute and deliver the Final APA and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the transactions contemplated by the Final APA, except as otherwise set forth in the Final APA.

B. The transfer of the Acquired Assets to the Buyers, as of the Closing Date, shall constitute a legal, valid, and effective transfer of the Debtors’ interest in such asset, and vests or will vest the Buyers or their designees with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Encumbrances (as defined below) accruing, arising or relating to any time prior to the Closing Date, except for the Permitted Encumbrances and Assumed Liabilities under the Final APA, with all Encumbrances attaching to the net cash proceeds of the Sale, if any, attributable to the Acquired Assets in which such holder alleges an Encumbrance, in the same order of priority, with the same validity, force and effect that such Encumbrance had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. For all purposes in this Sale Order, when the phrase “Buyers or their designees” or “Buyers and their designees” is used, the the term “designee” shall be limited to a wholly owned subsidiary of Salon Holdings.

#### **VIII. Section 363(f) is Satisfied**

A. The Buyers would not have entered into the Final APA and would not consummate the transactions contemplated thereby (by paying the Purchase Price and assuming the Assumed

Liabilities) if the sale of the Acquired Assets to the Buyers, and the assumption and assignment of the Assumed Executory Contracts to the Buyers, were not, except as otherwise provided in the Final APA with respect to the Assumed Liabilities, free and clear of all Encumbrances of any kind or nature whatsoever, or if the Buyers would, or in the future could (except and only to the extent expressly provided in the Final APA and with respect to the Assumed Liabilities), be liable for any of such Encumbrances, including, but not limited to the following: (1) all mortgages, deeds of trust and security interests; (2) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor; (3) any other labor or employment, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to any of the following, as they may be amended from time to time (a) the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Notification Act of 1988, (g) the Age Discrimination In Employment Act of 1967 (including Older Workers Benefit Protection Act), (h) the Americans with Disabilities Act of 1990 (including the ADA Amendments Act of 2008), (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (1) any other state or federal labor or employment or benefit claims relating to any employment with any of the Debtors or any of their respective predecessors; (4) any bulk sales or similar law; (5) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, including, without limitation, any environmental liens or claims; and (6) any theories of transferee or successor liability, to the extent allowed by applicable law, except as otherwise set forth in this Sale Order.

B. To the extent allowed by applicable law, except as otherwise set forth in this Sale Order, the Buyers (i) are not, and shall not be considered, successors to the Debtors, (ii) have not, *de facto* or otherwise, merged with or into the Debtors, (iii) are not a continuation or substantial continuation of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors, and (iv) do not have a common identity of incorporators, directors or equity holders with the Debtors.

C. The Debtors may sell the Acquired Assets free and clear of all Encumbrances (except for the Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances, who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of the Encumbrances, who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Encumbrances, if any, attach to the net cash proceeds of the Sale attributable to the Acquired Assets in which such holder alleges an Encumbrance, in the same order of priority, with the same validity, force and effect and subject to all of the Debtors' defenses and counterclaims, that such Encumbrance had prior to the Sale.

D. The Buyers shall have no obligations with respect to any liabilities of the Debtors other than the Assumed Liabilities and such obligations specifically set forth in and solely to the extent provided pursuant to the Final APA.

**IX. Assumption and Assignment of the Executory Contracts**

A. The assumption and assignment of the Assumed Executory Contracts pursuant to the terms of this Sale Order is integral to the Final APA and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

B. Except as provided in this Sale Order and subject to resolution of pending objections to Cure Amounts, the amounts set forth on **Exhibit B** annexed hereto are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all defaults and pay all actual pecuniary losses under the Assumed Executory Contracts (the “Cure Amounts”); *provided, however*, that amounts that become due pursuant to the unexpired leases and executory contracts assumed by the Debtors and assigned to the Buyers or their designees after the Closing Date shall be paid by Buyers in the ordinary course of business, subject to the rights of all parties to dispute any amount as being due and owing.

C. Notwithstanding anything to the contrary herein or in the Final APA, pursuant to the terms of the Final APA, the Buyers have agreed to: (i) cure and/or provide adequate assurance of cure of any monetary default existing on the Closing Date, or such other date as may be agreed upon by Buyers and the counterparty to such Assumed Executory Contract, under any of the Assumed Executory Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; (ii) provide compensation or adequate assurance of compensation to each Contract Counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing Date under any of the Assumed Executory Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code; (iii) provide adequate assurance of its future performance under the Assumed Executory Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code, and (iv) at Closing, pay to the Debtors the sum of \$500,000 as a portion of the Assumed Liabilities, which amount shall be held in escrow by the Debtors, subject to further order of the Court, and used solely for the purpose of satisfying post-petition administrative claims of landlords of leases of non-residential real property, i.e., those claims under the CHI leases accruing from and including the petition date in the chapter 11 cases

through and including the effective date of the rejection of the respective lease, for CHI leases that have been rejected by the Debtors

**X. Circumstances for an Immediate Sale**

A. To enhance the Debtors' level of liquidity, to reduce the amount of postpetition financing borne by the Debtors, and to maximize the amount of funding available to provide for a timely exit from these Chapter 11 Cases, it is essential that the Sale of the Acquired Assets occur within the time constraints set forth in the Final APA. Time is of the essence in consummating the Sale.

B. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Final APA, the proposed Sale of the Acquired Assets to the Buyers constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

C. The Sale does not constitute a *de facto* or *sub rosa* plan of reorganization or liquidation because it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent chapter 11 safeguards, including those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests.

D. The consummation of the Sale is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the Sale.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

**General Provisions**

1. The relief requested in the Sale Motion is granted and approved, and the Sale contemplated thereby and in the Final APA is approved as set forth in this Sale Order.

2. The record of these Chapter 11 Cases, including the Court's findings of fact and conclusions of law, set forth in the Bidding Procedures Order, are incorporated herein by reference, and the Court takes judicial notice of the record.

3. Any and all objections, if any, to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, except objections to the amount of any Cure or adequate assurance of future performance, are hereby overruled on the merits with prejudice, and in each case, the party asserting the objection or reservation of right is enjoined from taking any action against the Buyers, their affiliates, or any agents of the foregoing to recover any claim which such person or entity has solely against the Debtors, or their estates. Those parties who did not object or who withdrew their objections to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Notwithstanding the foregoing, the objections of Publix Super Markets, Inc., PSM Colonial Crossings, LLC, Real Sub, LLC, PSM Island, Crossing, LLC, PC Property Holdings LLC, PSM FishHawk, LLC, PSM Palm Coast, LLC, Ocala Retail Partners, LLC or PSM Dunlawton Square, LLC under Section 365(f)(2)(B) of the Bankruptcy Code with respect to the Buyers' ability to provide adequate assurance of future performance are not overruled and shall remain pending subject to an agreement of the those objectors and the Buyers, or further Order of this Court. Accordingly, the Publix Landlords' twenty-three (23) leases identified by the Debtors for assumption and assignment shall be excluded from the Acquired Assets transferred to the

Buyers absent the consent of the Publix Landlords or as otherwise authorized by further order of the Court.

4. Any pending objections to the amount of any Cure amount shall be heard by the Court at a hearing to be set by further order of the Court, unless otherwise resolved by the Buyers, Debtors and such objecting Contract Counterparties.

**Approval of the Final APA**

5. The Final APA (including, without limitation, the obligations respecting the Expense Reimbursement contained therein) and all ancillary documents are hereby authorized and approved in their entirety, as modified by this Sale Order. The failure to specifically include any particular provision of the Final APA or the ancillary documents in connection therewith in this Sale Order shall not diminish or impair the effectiveness of such provision.

6. The portion of the definition of the term “Acquired Assets” found in Subsection 1.1 (s) (ii) of the Final APA is hereby deemed to be amended to provide that Acquired Assets shall include avoidance actions under chapter 5 of the Bankruptcy Code and applicable for CHI rejected Leases of non-residential real property and for which the lease counterparty (“a Rejection Landlord”) agrees to look solely to the \$500,000 paid by the Buyers to the Seller for satisfaction of rent accruing under their respective leases for the period from and including the petition date in the chapter 11 cases through and including the effective date of the rejection of the respective lease. For the avoidance of doubt, the Buyers agree that they shall not (x) transfer those assigned claims/causes of action and (y) pursue any of those assigned claims/causes of action against any Rejection Landlord.

7. The Definition of “Excluded Assets” in the Final APA is hereby deemed amended to include the \$735,881.00 in net settlement proceeds that the Debtors received pursuant to a confidential settlement agreement entered into prior to the petition date.



8. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized, empowered and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Acquired Assets to the Buyers pursuant to and in accordance with the terms and conditions of the Final APA and this Sale Order, (ii) transfer and assign all right, title, and interest to all property, licenses (including, to the extent transferable, all Intellectual Property Licenses listed on Exhibit A to the Final APA), and rights to be conveyed in accordance with the terms and conditions of this Sale Order and the APA, and (iii) execute and deliver, perform under, consummate, implement and close fully the Final APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Final APA and the Sale, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Final APA and such ancillary documents; and further, if necessary, pay the Expense Reimbursement, pursuant to and in accordance with the terms and conditions of the Final APA and the Debtors shall at all times act in accordance with the terms thereof.

9. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in any Debtor, all holders of any Claim(s) (as defined in section 101(5) of the Bankruptcy Code) against any Debtor, whether known or unknown, any holders of Liens (as defined in section 101(37) of the Bankruptcy Code, including, without limitation, all holders of recorded and unrecorded Liens encumbering all or any portion of the Acquired Assets), all Contract Counterparties, the Buyers and all successors and assigns of the Buyers, any other bidders for the Acquired Assets, any trustees, if any, subsequently appointed in any of the Debtors' Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' cases. This Sale Order and the Final APA shall inure to the benefit of the Debtors, their estates, their creditors, the Buyers, and their respective successors and assigns.

**Transfer of the Acquired Assets**

10. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are authorized and directed to transfer the Acquired Assets on the Closing Date. The Acquired Assets (including the Assumed Executory Contracts) shall be transferred to the Buyers, and their designees, upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of the Debtors' interest in such Acquired Assets and, upon the Debtors' receipt of the Purchase Price, shall be free and clear of any lien (including a "lien" as defined in section 101(37) of the Bankruptcy Code), Encumbrance, Claim, right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defect, hypothecation, encroachment, right of first refusal, preemptive right, proxy, voting trust or agreement, transfer restriction under any shareholder agreement or similar agreement, judgment, conditional sale or other title retention agreement or other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever (collectively, the "Encumbrances"), except for the Assumed Liabilities under the Final APA. Upon the Closing, the Buyers and their designees, as applicable, shall take title to and possession of the Acquired Assets, subject only to the Assumed Liabilities, and the Acquired Assets shall thereafter be the sole and exclusive property of the Buyers or their designees, as applicable, and not be deemed property of the Debtors or their estates for any purpose after the Closing, irrespective of whether the Debtors have access to or custody of any Acquired Assets to provide services under any transition services arrangement. All Encumbrances shall attach solely to the net proceeds of the Sale with the same validity, priority, force and effect that they had as of the petition date as against the Acquired Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

11. The sale of the Acquired Assets to the Buyers, and the assumption and assignment of the Assumed Executory Contracts to the Buyers, shall be, except as otherwise provided in the

Final APA with respect to the Assumed Liabilities or set forth in this Sale Order, free and clear of all Encumbrances of any kind or nature whatsoever, or if the Buyers would, or in the future could (except and only to the extent expressly provided in the Final APA and with respect to the Assumed Liabilities), be liable for any of such Encumbrances, including, but not limited to in respect of the following: (1) all mortgages, deeds of trust and security interests; (2) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor; (3) any other labor or employment, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to any of the following, as they may be amended from time to time (a) ERISA, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Notification Act of 1988, (g) the Age Discrimination In Employment Act of 1967 (including Older Workers Benefit Protection Act), (h) the Americans with Disabilities Act of 1990 (including the ADA Amendments Act of 2008), (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (1) any other state or federal labor or employment or benefit claims relating to any employment with any of the Debtors or any of their respective predecessors; (4) any bulk sales or similar law; (5) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (6) any theories of transferee or successor liability, to the extent allowed by applicable law, except as otherwise set forth in this Sale Order.

12. Except as expressly provided by the Final APA with respect to the Assumed Liabilities and Assumed Executory Contracts, all persons and entities holding Encumbrances on all or any portion of the Acquired Assets, hereby are forever barred, estopped and permanently

enjoined from asserting against the Buyers or its successors or assigns, their property or the Acquired Assets, such persons' or entities' rights relating to any such Encumbrances. On the Closing Date, the Debtors and each holder of an Encumbrance is authorized and directed to execute such documents and take all other actions as may be deemed by the Buyers to be necessary or desirable to release its Encumbrances on the Acquired Assets, as provided for herein, as such Encumbrances may have been recorded or may otherwise exist.

13. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets and assign the Assumed Executory Contracts to the Buyers in accordance with the terms of the Final APA and this Sale Order.

14. All persons and entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to the Buyers or its assignee at the Closing.

15. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to cancel any Encumbrances of record, and shall be deemed sufficient authority for such cancellation.

16. Upon the Closing, the Debtors are hereby authorized and directed, and the Buyers is hereby authorized, to execute and file termination statements, instruments of satisfaction, releases of Liens, and any other documents necessary or desirable to the Buyers for the purpose of documenting the release of all Encumbrances, which any person or entity has or may assert with respect to all or any portion of the Acquired Assets.

17. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies,

governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing this Sale Order as sole and sufficient evidence of such transfer of title and shall rely upon this Sale Order to consummate the transactions contemplated by the Final APA. The provisions of this Sale Order authorizing the Sale of the Acquired Assets by the Debtors free and clear of Encumbrances shall be self-executing, and none of the Debtors, the Buyers or any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate, and/or implement the provisions hereof with respect to the Sale; *provided, however*, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under this Sale Order or the Final APA.

18. Notwithstanding anything to the contrary in this Sale Order, in the Sale Motion or the Final APA, the Buyers shall receive the benefits and burdens of, and be responsible for payment in full of all accrued charges, payments, and the like arising under or pursuant to the Assumed Liabilities. If the Buyers dispute any alleged charge, credit or payment under any of the Assumed Liabilities and the parties are unable to come to an agreement regarding the amount actually owed, the dispute may be adjudicated by the Bankruptcy Court or any other court of competent jurisdiction. The Buyers shall be entitled to file or record a certified copy of this Sale Order in the applicable public records in order to give notice of the termination and release of Encumbrances pursuant to this Sale Order.

19. This Sale Order shall be effective as a determination that, as of the Closing Date, all Claims (as defined in section 101(5) of the Bankruptcy Code), other than Assumed Liabilities,

arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Closing Date, in any way relating to the Debtors or the Chapter 11 Cases or the negotiation, formulation, preparation, entry into, or dissemination of the Final APA have been unconditionally released, discharged and terminated as to Buyers and the Acquired Assets.

#### **Executory Contracts and Leases**

20. Upon the Closing of the Sale, the Debtors are authorized and directed to assume and assign the Assumed Executory Contracts to the Buyers or their designees, as applicable, free and clear of all Encumbrances, except for the obligation to pay the applicable Cure Amount, if any; *provided, however*, that such assumption by the Debtors and assignment to the Buyers, or their designees, will be subject to any agreement or modification entered into between the Buyers and the counterparties to such Assumed Executory Contract, and assumed and assigned as amended or modified. With respect to each Assumed Executory Contract, the payment of the applicable agreed upon Cure Amount (if any) set forth on **Exhibit B** by the Buyers shall (a) effect a cure of all monetary defaults existing thereunder as of the Closing Date, (b) compensate the applicable Contract Counterparty for any actual pecuniary loss resulting from such default, and (c) together with the assumption of the Assumed Executory Contract by the Debtors and assignment to the Buyers or their designees, as applicable, constitute adequate assurance of future performance thereof, except as otherwise set forth in this Order. The Debtors shall then have assumed the Assumed Executory Contracts and assigned to the Buyers or their designees, as applicable, such Assumed Executory Contracts, which assumption and assignment, pursuant to section 365(f) of the Bankruptcy Code, shall not be a default under such Assumed Executory Contract. After the payment of the relevant Cure Amounts by the Buyers as agreed to by each counterparty to an Assumed Executory Contract or as ordered by the Court, the Debtors and the

Buyers shall not have any further liabilities to the Contract Counterparties other than the Buyers' obligations under the Assumed Executory Contracts that accrue and become due and payable on or after the Closing Date.

21. Pursuant to the terms of the Final APA, the Buyers may, by written notice to the Debtors, choose to exclude certain of the Debtors' contracts or leases from the list of Assumed Executory Contracts until three (3) business days prior to the Closing Date, in which case each such contract or lease shall not be assumed by the Debtors.

22. Any provisions in any Assumed Executory Contract that prohibits or conditions the assignment of such Assumed Executory Contract or allows the party to such Assumed Executory Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assumed Executory Contract shall, only in connection with the assumption and assignment of any Assumed Executory Contract or lease pursuant to the terms of this Order, constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to section 365(f) of the Bankruptcy Code. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyers of the Assumed Executory Contracts have been satisfied, and such assumption and assignment shall not constitute a default thereunder. Upon the Closing and the payment of the required Cure Amount by the Buyers, if any, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyers or their designee, as applicable, shall be fully and irrevocably vested with all right, title and interest of the Debtors under each Assumed Executory Contract, as may be amended or modified by the Debtors prior to assumption, and subject to any agreement or other modification to such Assumed Executory Contract between the Buyers, or their designees, and the applicable counterparty to such Assumed Executory Contract (the defined term "Assumed Executory Contract" as it is used throughout this

Order shall include all amendments and modifications to any executory contract or lease entered into between the Debtors and counterparties prior to assumption, and between Buyers, or their wholly-owned subsidiaries, and counterparties to such executory contract or lease before or after assignment to Buyers).

23. Other than as provided under the Final APA, there shall be no rent accelerations, assignment fees, deposits, increases (including advertising rates) or any other fees charged to the Buyers or the Debtors as a result of the assumption and assignment of the Assumed Executory Contracts.

24. Notwithstanding the foregoing, with respect to each unexpired lease that the Buyers, or their designees, seek to assume as an Assumed Executory Contract, the Buyers, or their designees, as applicable, shall also assume in connection with the assumption of such lease: (a) any and all rent, additional rent and other tenant obligations under such lease that have accrued but have not come due or have not been billed as of the date of assumption and assignment, including, but not limited to, adjustments and reconciliations and (b) any and all indemnity obligations under such leases notwithstanding anything to the contrary in this Sale Order or the Final APA. In addition, the Buyers shall be entitled to the receipt of any credits for adjustments and reconciliation relating to such leases.

25. Upon the Closing and the payment of the applicable Cure Amount by the Buyers, if any, with respect to any Assumed Executory Contract, the Buyers or their designee, as applicable, shall be deemed to be substituted for the relevant Debtor as a party to such Assumed Executory Contract, and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under such Assumed Executory Contract.

26. Upon the Closing and the payment of the applicable Cure Amounts, if any, the Assumed Executory Contracts shall remain in full force and effect, , and no default shall exist



thereunder and there shall not exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default. The Buyers shall pay all undisputed portions of the Cure Amounts to the counterparties to the Assumed Executory Contracts within ten (10) days of assumption and assignment of the Assumed Executory Contracts (unless otherwise agreed by a counterparty). The Buyers shall establish a reserve for the disputed portions of Cure Amounts and pay such amounts to the counterparties to the Assumed Executory Contracts within ten (10) days of an agreement between the Buyers and applicable counterparty or Order of the Court establishing the Cure Amount.

27. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, except for the right to assert a claim for a Cure Amount, all Contract Counterparties are forever barred and permanently enjoined from raising or asserting against the Debtors, their estates, the Buyers, or any of their respective successors and assigns any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Executory Contracts existing as of the Closing Date or arising by reason of the Closing.

**Sale of Avoidance Actions and Causes of Action**

28. As more fully set forth in the Final APA, this Sale Order approves and provides for the transfer to the Buyers of all avoidance claims or causes of action arising under Chapter 5 of the Bankruptcy Code or applicable Law relating to: (i) any vendors or contract counterparties with whom the Buyers will continue to do business; (ii) the Acquired Assets, Assumed Executory Contracts and/or Assumed Liabilities; (iii) all Claims or Causes of Action (the “Ratner Causes of Action”) against the Ratner Group; (iv) the Assumed Leases; (v) CHI leases of non-residential real property that are rejected and for which the counterparty has agreed to look solely to the \$500,000 paid by the Buyers to the Debtors for satisfaction of rent accruing under such respective leases for the period from and including the petition date in the chapter 11 cases through and including the

effective date of the rejection of the respective lease; and (vi) all actions against current or former officers and directors of the Debtors.

**Other Provisions**

29. Effective upon the Closing Date and except as otherwise provided by stipulations filed with or announced to the Court with respect to a specific matter, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyers, their successors and assigns, or the Acquired Assets, with respect to (a) any Encumbrance arising prior to the Closing of the Sale or (b) successor liability, to the extent allowed by applicable law, except as otherwise set forth in this Sale Order, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Buyers, their successors or assigns, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Buyers, its successors or assigns, assets or properties; (iii) creating, perfecting, or enforcing any Encumbrance against the Buyers, their successors or assigns, assets or properties; (iv) asserting any setoff, right or subrogation or recoupment of any kind against any obligation due the Buyers or their successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to issue or renew and license, permits or authorizations to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

30. To the maximum extent available under applicable law and to the extent provided for under the Final APA, except as otherwise set forth in this Sale Order, the Buyers shall be

authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Acquired Assets and, to the maximum extent available under applicable law and to the extent provided for under the Final APA, all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been transferred to the Buyers as of the Closing Date, and all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding seeking to revoke, terminate or refuse to renew, based upon conduct occurring prior to the Sale, any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets. All existing licenses or permits applicable to the Acquired Assets shall remain in place for the Buyers' benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures.

31. Notwithstanding the foregoing, nothing in this Sale Order or the Final APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

32. Except for the Assumed Liabilities, the Buyers shall not have any liability for any obligation of the Debtors arising under or related to any of the Acquired Assets. Without limiting the generality of the foregoing, and except for the Assumed Liabilities, the Buyers shall not be liable for any Claims against the Debtors or any of their predecessors or affiliates. By virtue of

the Sale, to the extent allowed by applicable law and except as otherwise set forth in this Sale Order, the Buyers and their affiliates, designees, successors and assigns shall not be deemed or considered to, (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to the Debtors, 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 Debtors, or any affiliate of Debtors, based on any theory of successor or similar theories of liability; (c) have, de- facto or otherwise, merged with or into any of the Debtors; (d) be an alter ego or a mere continuation or substantial continuation of any of the Debtors (and there is no continuity of enterprise between any Buyer and any Debtor), 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 Debtors’ liability under such law, rule or regulation or doctrine; or (e) be holding itself out to the public as a continuation of any of Debtors or their respective estates.

33. The transactions contemplated by the Final APA and this Sale Order are undertaken by the Buyers without collusion and in good faith, as that term is described in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assumed Executory Contracts), unless such authorization and such Sale are duly stayed pending such appeal. The Buyers are a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, the Buyers are entitled to the full protections of section 363(m) of the Bankruptcy Code.

34. Pursuant to Bankruptcy Rules 7062, 9014, 6004(h) and 6006(d), this Sale Order shall be effective immediately upon entry and the Debtors and the Buyers are authorized to close the Sale immediately upon entry of this Sale Order.

35. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

36. The Final APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates, the counterparties to Assumed Executory Contracts, or on the interests of the Buyers as determined by the Bankruptcy Court or a court of competent jurisdiction.

37. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Final APA, all amendments thereto and any releases, waivers and consents hereunder and thereunder, and each of the agreements executed in connection therewith to which any of the Debtors are a party or which has been assigned by the Debtors to the Buyers, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to any of the foregoing.

38. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

39. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Sale Motion filed in these Chapter 11 Cases, the terms of this Sale Order shall govern. In the event of an inconsistency between the Final APA and this Sale Order, the Sale Order shall govern.

40. Nothing in this Sale Order or the Final APA releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order.

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Master Service List

**END OF ORDER**

EXHIBIT A

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**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**

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**AMENDED AND RESTATED ASSET PURCHASE AGREEMENT**

This Amended and Restated Asset Purchase Agreement (this “Agreement”) is entered into as of 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”);

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

provided, however, 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;

provided, however, 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 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.

“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..

“Decree” 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).

“DIP Financing Agreement” 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).

“DIP Order” 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.

“Display Merchandise” 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 Schedule B.

“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 Section 2.9 and Section 6.4);

(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, (j) 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; (l) 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.

“Law” means any constitution applicable to, and any statute, treaty, code, rule, regulation, ordinance or requirement of any kind of, any Governmental Authority.

“Leases” 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.

“Liability” 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.

“Litigation” 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; (l) 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.

“Person” 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.

“Tax Return” 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.

“Transition Services Agreement” 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 Interpretations. 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 Purchase and Sale of Assets. 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 Assumed Liabilities. 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 Consideration; Deposit. The consideration for the Acquired Assets (the “Total Consideration”) 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**”); 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 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) 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 Article VII, 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 Closing Payments and Deliveries.

(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 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.

(b) 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 Allocation. 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 Article III are true and correct as of the date of this Agreement, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"). 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 Organization of Sellers; Good Standing. 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 Authorization of Transaction. 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 Title to Assets. 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 Designated Contracts. True and materially complete copies of all Contracts and Leases set forth on Schedule 2.7(a) 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 Litigation; Decrees. Except as set forth in Schedule 3.7 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 Labor Relations. Except as set forth in Schedule 3.8 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 Brokers' Fees. 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 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) ("Multiemployer Plan") 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 Environmental Matters. The representations and warranties contained in this Section 3.15 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 Inventory. 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 Sufficiency of Assets. 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 Article IV are true and correct as of the date of this Agreement.

Section 4.1 Organization of Buyer; Good Standing. 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 Authorization of Transaction. 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 Litigation; Decrees. 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 Brokers' Fees. 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 Sufficient Funds; Adequate Assurances. 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 Efforts; Cooperation. Upon the terms and subject to the conditions set forth in this Agreement (including Section 5.4(a)), 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 Section 5.4. Without limiting the generality of the foregoing, (i) each Seller shall use its commercially reasonable efforts to cause the conditions set forth in Section 7.1 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 Section 7.2 that are within its control or influence to be satisfied or fulfilled.

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

(a) 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 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 Notices and Consents. 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 Notice of Developments. 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 Article VII 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; provided, however, that the delivery of any such notice pursuant to this Section 5.5 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 Bulk Transfer Laws. 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 Covered Employees.

(a) 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. 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) Service Credit. 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 Transfer Taxes. Buyers shall pay any stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge (a "Transfer Tax") 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.

(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) Non-Solicit; Non-Disparagement. 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) Severability. 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 Acquired Avoidance Actions and Causes of Action. 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 Conditions to Buyers' Obligations. 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 Article III 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 Section 5.3 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 Section 2.5(b) to be delivered to a Buyer shall have been delivered.

Section 7.2 Conditions to Sellers' Obligations. 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 Article IV 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 Section 2.5(a) to be made to Sellers shall have been made, and each delivery contemplated by Section 2.5(c) 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 Termination of Agreement. 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; provided, however, that the right to terminate this Agreement under this Section 8.1(b)(i) 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 Effect of Termination. If any Party terminates this Agreement pursuant to Section 8.1, all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except that Article I, Section 3.17, Article IX, and this Section 8.2 shall survive any such termination) and no Party shall have any Liability (except as set forth in Section 5.3) to the other Party hereunder; provided, however, that nothing in this Section 8.2 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 Survival. 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 Section 2.5(b) or Section 2.5(c) 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 Expenses. 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 Entire Agreement. 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 Incorporation of Exhibits and Disclosure Schedule. The Exhibits to this Agreement and the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. 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 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 Notices. 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 Section 9.7.

Section 9.8 Governing Law. 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 Waiver of Jury Trial. 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 Specific Performance. 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 Severability. 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 No Third Party Beneficiaries. 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 Mutual Drafting. 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 Disclosure Schedule. 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 Headings; Table of Contents. 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 Counterparts; Facsimile and Electronic Signatures. 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: Phil Horvath  
Title: President & COO

RATNER COMPANIES, L.C.

By:   
Name: Phil & Horvath  
Title: President & COO

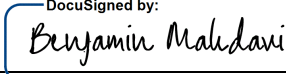
  
Dennis Ratner in his individual capacity for purposes of Section 6.6



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

**BUYERS:**

HC SALON HOLDINGS, INC.

By:   
Name: Benjamin Mahdavi  
Title: President

**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**

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**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**

Salon Id	Brand	Region	Code	District	Code	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
503	Bubbles		500	521		Capitol Hill	205 Pennsylvania Avenue SE	Washington	DC	20003-1164	(202) 543-1245	07/01/81
506	Bubbles		500	521		Massachusetts Avenue NE	201 Massachusetts Ave NE	Washington	DC	20002-4957	(202) 546-7343	02/07/87
1376	Bubbles		500	521		Fashion Centre at Pentagon City Bubbles	1100 S Hayes St	Arlington	VA	22202-4907	(703) 415-204C	11/24/89
2289	Bubbles		500	519		Spectrum Bubbles	1827 Fountain Drive	Reston	VA	20190-3326	(703) 925-9684	11/19/96
2378	Bubbles		500	521		Potomac Mills Mall	2700 Potomac Mills Circle Unit 7	Woodbridge	VA	22192-4625	(703) 490-4563	12/13/96
2506	Bubbles		500	519		Towson Town Center Bubbles	825 Dulaney Valley Road Suite 4	Towson	MD	21204-1010	(410) 821-7542	09/06/97
2614	Bubbles		500	519		Tyson's Corner Center	8043 L Tyson Corner Center Suite J003L	McLean	VA	22102	(703) 448-3987	07/22/98
2735	Bubbles		500	519		The Avenues at White Marsh Bubbles	8129 Honeygo Boulevard Suite F	Nottingham	MD	21236-8205	(410) 931-402C	11/25/98
3131	Bubbles		500	520		Fallgrove Village Bubbles	14929 Shady Grove Rd Unit F	Rockville	MD	20850-7728	(301) 251-1576	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	22030-8513	(703) 266-9915	09/01/03
3366	Bubbles		500	520		Atlas Walk Bubbles	7328 Atlas Walk Way	Galnesville	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
3399	Bubbles		500	521		Hollymead Town Center Bubbles	205 Connor Dr	Charlottesville	VA	22911-5604	(434) 973-045C	03/23/06
3440	Bubbles		500	519		Dulles 28 Centre Bubbles	22000 Dulles Retail Plaza Ste 15C	Sterling	VA	20166-2513	(703) 421-3375	02/09/08
3513	Bubbles		500	520		Bethesda Row Bubbles	7118 Bethesda Lane	Bethesda	MD	20814-5316	(301) 656-5807	05/29/08
3515	Bubbles		500	520		Ft. Evans Plaza II Bubbles	520 Fort Evans Road	Leesburg	VA	20176-4097	(703) 771-3802	09/24/08
3608	Bubbles		500	521		Central Park Bubbles	1460 Central Park Blvd Suite 106	Fredericksburg	VA	22401-4961	(540) 785-564C	05/18/07
3738	Bubbles		500	521		Pender Village Center Bubbles	3903P Fair Ridge Drive	Fairfax	VA	22033-2941	(703) 385-7158	01/20/10
3808	Bubbles		500	520		Waugh Chapel Towne Centre Bubbles	2389 Brandermill Blvd Suite 10E	Gambills	MD	21054-1870	(410) 721-8573	03/29/13
3810	Bubbles		500	521		Stonebridge at Potomac Town Center Bubbles	14901 Potomac Town Place Suite 125	Woodbridge	VA	22191-4096	(703) 580-6232	01/23/10
3818	Bubbles		500	520		Clemson Corner Bubbles	7820 Womens Mill Rd Suite I	Frederick	MD	21701-3037	(301) 662-0615	06/05/11
3915	Bubbles		500	520		The Shops at Seneca Meadows Bubbles	20640 Seneca Meadows Parkway Suite D3	Germantown	MD	20876-7023	(301) 515-050C	11/26/13
3975	Bubbles		500	520		Shoppes Of Olney Bubbles	3118 Olney Sandy Spring Road	Olney	MD	20832-1408	(301) 260-132C	11/01/11
4103	Bubbles		500	520		Home Depot Square Bubbles	10462 Auto Park Avenue	Bethesda	MD	20817-1006	(301) 767-8885	06/30/14
4203	Bubbles		500	520		Annapolis Plaza Bubbles	150 Jennifer Road Suite R	Annapolis	MD	21401-3044	(410) 224-4515	12/30/14
4322	Bubbles		500	520		The Metropolitan Bubbles	10100 Twin Rivers Road Suite 11E	Columbia	MD	21044	(410) 730-384C	04/21/18
3119	Cielo		500	521		Connecticut Avenue Salon Cielo	1741 Connecticut Avenue NW	Washington	DC	20009-1108	(202) 518-962C	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	Cielo		500	521		The Gardens Salon Cielo	3101 PGA Blvd Ste M	Palm Beach Gardens	FL	33410-2820	(561) 626-7782	09/15/03
105	Hair Cuttery		100	144		Catonsville Shopping Center	742 Frederick Rd	Catonsville	MD	21228-4501	(410) 744-9635	04/01/84
109	Hair Cuttery		200	265		Fairfax Station Square	5622D Ox Rd	Fairfax Station	VA	22039-1018	(703) 764-8235	06/04/85
119	Hair Cuttery		200	230		Great Fall Shopping Center	9857 Georgetown Pike	Great Falls	VA	22066-2617	(703) 759-984E	08/01/84
120	Hair Cuttery		200	250		Burke Town Center	6050 Burke Commons Rd Ste G	Burke	VA	22015-2878	(703) 323-9857	12/20/84
123	Hair Cuttery		201	225		Stony Point Shopping Center	3084 Stony Point Rd Unit 4E	Richmond	VA	23235-2349	(804) 272-9857	09/05/85
134	Hair Cuttery		100	143		Muddy Branch Shopping Center	804 Muddy Branch Rc	Galthersburg	MD	20878-2780	(301) 977-9731	03/24/86
135	Hair Cuttery		100	143		Galthersburg Square Shopping Center	562 N Frederick Ave Spc 4A	Galthersburg	MD	20877-2504	(301) 926-9714	05/01/81
136	Hair Cuttery		400	410		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
147	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
150	Hair Cuttery		400	426		Valley Forge Shopping Center	230 West Dekaib Pike	King Of Prussia	PA	19406-2327	(610) 337-0803	04/18/85
152	Hair Cuttery		400	426		Stoney Creek Shopping Center	479 Baltimore Pike	Springfield	PA	19064-3810	(610) 543-9936	03/04/85
153	Hair Cuttery		201	226		Tuckahoe Village Square	11220 Patterson Ave	Richmond	VA	23238-5011	(804) 740-9751	06/10/85
157	Hair Cuttery		200	270		Broaddale	354 W Broad St	Falls Church	VA	22046-3319	(703) 241-9625	04/12/85
172	Hair Cuttery		400	455		Flourtown Shopping Center	1822 Bethlehem Pike	Flourtown	PA	19031-1504	(215) 233-975C	04/01/85
174	Hair Cuttery		400	410		Roosevelt Mall	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 3E	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
334	Hair Cuttery		200	270		Falls Plaza	1220 W Broad St	Falls Church	VA	22046-2116	(703) 241-9424	01/17/83
408	Hair Cuttery		200	270		Seven Corners Shopping Center	6290 Seven Corners Center	Falls Church	VA	22044-2407	(703) 241-9299	05/01/83
412	Hair Cuttery		201	210		Hampton Plaza	4029 W Mercury Blvd	Hampton	VA	23666-3731	(757) 826-7825	05/01/83
419	Hair Cuttery		201	260		Eagle Village	1141 Jefferson Davis Hwy	Fredericksburg	VA	22401-4415	(540) 373-2144	07/01/83
438	Hair Cuttery		100	160		Ellicott Plaza	9235 Baltimore National Pike Ste 2	Ellicott City	MD	21042-3900	(410) 465-9896	04/01/84
441	Hair Cuttery		100	161		Martin Plaza	1360 Martin Blvd	Baltimore	MD	21220-4104	(410) 391-9417	03/08/84
442	Hair Cuttery		200	250		Old Keene Mill Shopping Center	8422 Old Keene Mill Rc	Springfield	VA	22152-2302	(703) 451-9677	01/19/79
443	Hair Cuttery		200	235		Downtown Connecticut Avenue	1645 Connecticut Avenue NW	Washington	DC	20009-1054	(202) 232-9685	04/01/75
445	Hair Cuttery		200	249		Van Dorn Plaza	271 S Van Dorn St	Alexandria	VA	22304-4303	(703) 370-9706	03/01/80
452	Hair Cuttery		200	235		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
459	Hair Cuttery		200	250		Vienna Plaza	316 Maple Ave W	Vienna	VA	22180-5612	(703) 998-9435	05/01/79
465	Hair Cuttery		100	161		Merritt Manor Shopping Center	1139 Merritt Blvd	Dundalk	MD	21222-1438	(410) 284-9875	02/01/80
467	Hair Cuttery		200	235		Crystal City Underground	1653 Crystal Square Arc	Arlington	VA	22202-3322	(703) 413-9285	05/01/80
468	Hair Cuttery		200	250		Burke Village Center	9532 Burke Rd	Burke	VA	22015-3132	(703) 978-9877	05/01/80
469	Hair Cuttery		200	232		Congressional Plaza	1609 Rockville Pike Unit A	Rockville	MD	20852-7600	(301) 881-9546	08/01/80
472	Hair Cuttery		200	270		Bassing Office Building	6707 Old Dominion Dr	McLean	VA	22101-4504	(703) 442-9775	10/01/80
475	Hair Cuttery		100	145		Greenway Center	7545 Greenbelt Rd	Greenbelt	MD	20770-3403	(301) 345-9767	01/01/81
476	Hair Cuttery		100	161		Fullerton Plaza	7927 Belair Rd Ste F	Nottingham	MD	21236-3734	(410) 661-976C	03/01/81
481	Hair Cuttery		200	232		Home Depot Square	10446 Auto Park Avenue	Bethesda	MD	20817-1006	(301) 365-984E	06/01/81
482	Hair Cuttery		100	144		Beltway Plaza	4632 Wilkens Avenue	Baltimore	MD	21229-4842	(410) 242-9766	07/01/81
494	Hair Cuttery		200	230		Leesburg Plaza	536 E Market St	Leesburg	VA	20176-4112	(703) 777-9602	05/01/82
495	Hair Cuttery		200	249		Springfield Plaza Section II	6310 Springfield Plaza	Springfield	VA	22150-3431	(703) 451-960C	05/01/82
499	Hair Cuttery		200	250		Pickett Shopping Center	9468 Main St	Fairfax	VA	22031-4032	(703) 978-9804	10/01/82
601	Hair Cuttery		303	350		Commercial Blvd Shopping Center	1517 E Commercial Blvd	Fort Lauderdale	FL	33334-5717	(954) 491-6565	06/01/82
605	Hair Cuttery		303	350		Coconut Creek Plaza	4857 Coconut Creek Pkwy	Coconut Creek	FL	33063-3944	(954) 972-9538	03/01/83
618	Hair Cuttery		303	363		Country Club Plaza	18472 NW 67th Ave	Hialeah	FL	33015-3412	(305) 824-3345	05/24/85
622	Hair Cuttery		303	362		The Palms at Town and Country	8260 Mills Dr Space 185C	Miami	FL	33183-4085	(305) 596-3171	07/01/85
1013	Hair Cuttery		200	235		Bradlee Shopping Center	3622 King Street	Alexandria	VA	22302-1908	(703) 998-9387	04/04/86
1026	Hair Cuttery		200	265		Lake Ridge Commons Shopping Center	12421 Hedges Run Dr	Lake Ridge	VA	22192-1715	(703) 494-5352	10/01/86

Salon Id	Brand	Region Co	District Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
1045	Hair Cuttery	100	144	Townmall of Westminster	400 N Center St Suite 1-C	Westminster	MD	21157-5140	(410) 848-9735	04/23/87
1087	Hair Cuttery	201	220	Janaf Shopping Center	5900 E Virginia Beach Blvd	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	210	Washington Square Shopping Center	5336 George Washington Mem Hwy	Yorktown	VA	23692-2501	(757) 898-8795	06/01/87
1171	Hair Cuttery	100	160	Frederick Shopping Center	1305 W 7th Street	Frederick	MD	21702-4102	(301) 662-9818	12/02/86
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	200	232	Westfield Wheaton	11160 Veirs Mill Rd Space G100	Silver Spring	MD	20902-2538	(301) 946-9700	11/05/87
1236	Hair Cuttery	100	110	Northway Shopping Center	672 Old Mill Road Suite C	Millersville	MD	21108-1363	(410) 987-9743	10/13/87
1237	Hair Cuttery	100	161	White Marsh Plaza	7972 Honeygo Boulevard Space 6	Baltimore	MD	21236-4919	(410) 931-7195	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) 977-3505	12/20/87
1253	Hair Cuttery	201	275	Spotswood Valley Square	1790 E Market St Space S12E	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	161	Constant Friendship Shopping Center	3476 Emmorton Road	Abingdon	MD	21009-2016	(410) 569-1535	04/12/89
1286	Hair Cuttery	303	381	Bird Ludlam Shopping Center	6794 Bird Rd	Miami	FL	33155-3753	(305) 666-7566	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 1C	Jacksonville	FL	32210-9735	(904) 778-4571	08/18/88
1313	Hair Cuttery	100	441	Whiteland Towne Center	119 W Lincoln Hwy Space 152C	Exton	PA	19341-2609	(610) 363-8487	02/14/89
1328	Hair Cuttery	303	350	Royal Eagle Plaza	9162 Willes Rd Space A0E	Coral Springs	FL	33067-1999	(954) 344-6555	09/21/89
1333	Hair Cuttery	400	420	Ardmore West Shopping Center	19 Woodside Rd Ste F	Ardmore	PA	19003-1441	(610) 642-1121	10/23/88
1337	Hair Cuttery	400	440	Larchmont Commons Shopping Center	3111 Route 38 Space 9	Mount Laurel	NJ	08054-9754	(856) 234-2776	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 S US Highway 17 92	Casselberry	FL	32707-2933	(407) 331-7733	06/16/89
1345	Hair Cuttery	400	456	Cross Keys Commons	1001 Route 42	Turnersville	NJ	08012-1752	(856) 875-7666	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 1C	Bear	DE	19701-3048	(302) 836-3746	05/02/91
1367	Hair Cuttery	302	385	Gaitway Plaza	2701 SW College Rd	Ocala	FL	34474-7450	(352) 237-7915	06/15/90
1369	Hair Cuttery	302	384	West Towne Corners	200 S State Road 434 Ste 106E	Altamonte Springs	FL	32714-3817	(407) 788-8115	05/15/90
1387	Hair Cuttery	200	265	Mapledale Plaza	5421 Mapledale Plaza Unit 10	Woodbridge	VA	22193-4526	(703) 590-5676	08/15/90
1389	Hair Cuttery	100	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) 355-2530	10/23/92
1395	Hair Cuttery	400	449	Souderton Square	712 Route 113	Souderton	PA	18964-1004	(215) 723-9450	07/10/89
1405	Hair Cuttery	302	383	Deland West Volusia	2703 S Woodland Blvd	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 Optiz Crossing	2004 Daniel Stuart Square Space B	Woodbridge	VA	22191-3315	(703) 494-9573	02/19/91
1460	Hair Cuttery	200	265	The Shops at the Glen	4152 Merchant Plaza	Woodbridge	VA	22192-5085	(703) 590-4299	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	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 C135	Silver Spring	MD	20910-3945	(301) 589-0366	04/02/92
1509	Hair Cuttery	100	148	Prices Corner Shopping Center	3218 Kirkwood Highway Suite B20E	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) 573-512E	06/27/91
1593	Hair Cuttery	201	275	Dominion Square	709 Dominion Square Shopping Center	Culpeper	VA	22701-2479	(540) 825-4384	09/20/90
1615	Hair Cuttery	200	249	Rose Hill Shopping Center	6050 Rose Hill Dr Ste A	Alexandria	VA	22310-1933	(703) 313-8227	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	Shoppes at Easton	8223 Elliott Road Suite 10E	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 Rct	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) 854-9600	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) 752-0446	03/07/92
1750	Hair Cuttery	303	363	Garden Square Center	8645 NW 186th St	Hialeah	FL	33015-2553	(305) 829-1962	12/14/91
1758	Hair Cuttery	400	455	Andorra Shopping Center	701 Cathedral Road Suite 8	Philadelphia	PA	19128-2128	(215) 487-7130	02/29/92
1762	Hair Cuttery	400	456	Rio Grande Plaza	1000 Route 47 Space EE	Rio Grande	NJ	08242-1400	(609) 889-9865	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) 452-971C	08/06/93
1827	Hair Cuttery	200	270	Tyson's Square	8317 Leesburg Pike	Vienna	VA	22182-2407	(703) 506-9654	02/12/93
1828	Hair Cuttery	200	232	4818 Bethesda Avenue	4818 Bethesda Avenue	Bethesda	MD	20814-5202	(301) 656-076C	07/09/92
1830	Hair Cuttery	302	383	Northgate Shopping Center	293 E International Speedway Blvd	Deland	FL	32724-2339	(386) 734-9341	09/09/93
1839	Hair Cuttery	200	249	Little River Center	7404 Little River Turnpike	Annandale	VA	22003-3013	(703) 813-9825	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) 904-874E	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
1866	Hair Cuttery	400	420	Berlin Circle Plaza	116 Walker Avenue Space 4A	West Berlin	NJ	08091-1424	(856) 767-9686	10/16/93
1870	Hair Cuttery	200	250	Fair Lakes Center	12987 Fair Lakes Shopping center	Fairfax	VA	22033-5177	(703) 830-8344	03/03/94
1873	Hair Cuttery	200	230	Cascades Marketplace	21000 Southbank Street	Sterling	VA	20165-7242	(703) 450-9883	08/26/94
1875	Hair Cuttery	400	449	North Penn Marketplace	1551 S Valley Forge Rd Store H	Lansdale	PA	19446-5461	(215) 362-9852	03/10/94
1876	Hair Cuttery	201	216	Crossways Center	1412 Greenbrier Parkway	Chesapeake	VA	23320-2832	(757) 420-8920	05/24/93
1879	Hair Cuttery	400	456	Cumberland Crossing	2267 N 2nd Street Space B5	Millville	NJ	08332-1305	(856) 327-9874	01/20/95
1884	Hair Cuttery	303	350	Coral Ridge Plaza	2811 East Oakland Park Boulevard	Fort Lauderdale	FL	33306-1813	(954) 564-8561	01/29/94

Salon Id	Brand	Region Cod	District 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
1902	Hair Cuttery	200	235	Lee Centre	3307 Lee Hwy	Arlington	VA	22207-3713	(703) 527-9666	11/17/93
1907	Hair Cuttery	303	381	Rio Vista Plaza	1565 S Federal Hwy Space E	Fort Lauderdale	FL	33316-2686	(954) 728-9051	09/15/93
1909	Hair Cuttery	302	384	Tuscawilla Bend	2200 Winter Springs Blvd	Oviedo	FL	32765-9358	(407) 365-9854	09/02/94
1910	Hair Cuttery	303	381	Oakwood Plaza	3850 Oakwood Blvd	Hollywood	FL	33020-7114	(954) 920-8595	12/08/94
1916	Hair Cuttery	302	389	Wekiva Plaza	1563 Rock Springs Rd Space B5	Apopka	FL	32712-2231	(407) 889-755C	01/12/95
1919	Hair Cuttery	100	441	Newtown Square	3552 W Chester Pike	Newtown Square	PA	19073-4128	(610) 356-9745	06/08/94
1921	Hair Cuttery	100	441	Chesterbrook Village	500 Chesterbrook Blvd Ste 3	Wayne	PA	19087-2600	(610) 296-9875	02/10/94
1924	Hair Cuttery	302	385	Butler Plaza West	3912 SW Archer Rd Unit 2C	Gainesville	FL	32608-2342	(352) 337-9093	03/08/95
1930	Hair Cuttery	303	362	Homestead Towne Square	817 N Homestead Blvd	Homestead	FL	33030-5024	(305) 245-8187	03/21/95
1941	Hair Cuttery	302	391	Westport Square Shopping Center	1644 Taylor Rd	Port Orange	FL	32128-6753	(386) 761-849E	12/17/94
1944	Hair Cuttery	302	388	Winter Park Corners	1959 Aloma Ave Spc 20	Winter Park	FL	32792-3212	(407) 671-2008	04/08/94
1950	Hair Cuttery	302	371	Baymeadows Commons	9550 Baymeadows Rd Ste 12	Jacksonville	FL	32256-0748	(904) 636-9385	07/22/94
1962	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
1963	Hair Cuttery	100	155	Jefferson Crossing Shopping Center	71 Jefferson Crossing Way Suite A	Charles Town	WV	25414-5987	(304) 728-653C	02/06/96
1964	Hair Cuttery	400	449	Perkasie Square	521 Constitution Ave	Perkasie	PA	18944-1248	(215) 453-929E	07/09/94
1969	Hair Cuttery	200	230	Ashburn Village Shopping Center	44110 Ashburn Shopping Plaza 19C	Ashburn	VA	20147-3999	(703) 729-9702	11/16/94
1977	Hair Cuttery	400	457	Whitman Plaza	330 W Oregon Ave Space 35	Philadelphia	PA	19148-4723	(215) 339-9006	08/26/94
1979	Hair Cuttery	302	391	Edgewater Commons	2978 S Ridgewood Ave	Edgewater	FL	32141-7527	(386) 424-998E	03/11/94
1980	Hair Cuttery	400	410	Langhorne Square Shopping Center	1291 Lincoln Hwy Space 34	Levittown	PA	19056-1131	(215) 945-9955	09/23/94
1985	Hair Cuttery	303	362	Kendale Lakes Mall Shopping Center	13817 SW 88th St	Miami	FL	33186-1303	(305) 382-9567	10/26/95
1986	Hair Cuttery	303	360	Indian Trace	16210 Indian Trace	Weston	FL	33326-1922	(954) 384-9095	03/07/95
1991	Hair Cuttery	400	426	Larkin's Corner Shopping Center	638 Conchester Hwy	Boothwyn	PA	19061-3147	(610) 494-837E	12/10/94
1992	Hair Cuttery	400	410	Boulevard Plaza Shopping Center	11000 Roosevelt Blvd	Philadelphia	PA	19116-3961	(215) 969-9915	11/21/94
1998	Hair Cuttery	400	456	Hammonton Square	79 S White Horse Pike Suite B	Hammonton	NJ	08037-1872	(609) 567-9195	12/21/95
2002	Hair Cuttery	401	475	Green Oak Shopping Center	9535 S Cicerone Ave Spc 1E	Oak Lawn	IL	60453-3136	(708) 229-0017	09/16/94
2003	Hair Cuttery	401	460	Golf Center	9 Golf Ctr	Hoffman Estates	IL	60169-4910	(847) 519-7743	01/14/95
2030	Hair Cuttery	401	460	Schaumburg Plaza	355 S Barrington Rd	Schaumburg	IL	60193-5345	(847) 301-8793	04/12/95
2039	Hair Cuttery	401	460	Randall Plaza	148 N Randall Rd	Lake in the Hills	IL	60156-4471	(847) 854-2517	03/13/96
2045	Hair Cuttery	200	250	Fairfax Towne Center	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
2055	Hair Cuttery	401	465	Holiday Plaza	4747 N Harlem Ave Unit K	Harwood Heights	IL	60706-4600	(708) 867-3065	03/01/95
2057	Hair Cuttery	201	226	Short Pump Crossing	3424 Pump Rd Space 13	Richmond	VA	23233-1111	(804) 360-978E	02/23/97
2058	Hair Cuttery	201	210	Monticello Marketplace	4680 Monticello Ave Ste 18E	Williamsburg	VA	23188-8214	(757) 564-989C	01/10/99
2065	Hair Cuttery	400	440	Hamilton Plaza	1273 Highway 33	Hamilton	NJ	08690-2713	(609) 588-9874	07/18/95
2069	Hair Cuttery	302	384	Willia Springs Shopping Center	5699 Red Bug Lake Rd	Winter Springs	FL	32708-4969	(407) 695-5577	01/20/95
2070	Hair Cuttery	201	220	Great Neck Village	1340 N Great Neck Rd	Virginia Beach	VA	23454-2268	(757) 481-980E	03/16/95
2074	Hair Cuttery	401	495	Broadway and Briar	3143 N Broadway St	Chicago	IL	60657-4508	(773) 529-4741	04/12/97
2075	Hair Cuttery	401	465	Broadview Village Square	118 Broadview Village Sc	Broadview	IL	60155-4874	(708) 344-8853	03/17/95
2078	Hair Cuttery	401	480	Golf Plaza II	1008 S Elmhurst Rd	Mount Prospect	IL	60056-4240	(847) 758-8685	01/02/97
2079	Hair Cuttery	302	384	Lockwood Village	1009 Lockwood Blvd	Oviedo	FL	32765-6001	(407) 365-991E	08/29/95
2080	Hair Cuttery	302	385	Gainesville Exchange	3720 NW 13th St	Gainesville	FL	32609-5906	(352) 373-2145	09/08/95
2082	Hair Cuttery	400	426	West Goshen Shopping Center	913 Paoli Pike Space 2A	West Chester	PA	19380-4527	(610) 696-9907	04/21/95
2084	Hair Cuttery	302	389	Woodland Shopping Center	1940 N State Road 19	Eustis	FL	32726-6729	(352) 589-7994	04/24/95
2085	Hair Cuttery	303	377	Indiavista Shopping Center	7327 N Highway 1 Ste C	Cocoa	FL	32927-5208	(321) 631-947E	04/14/95
2086	Hair Cuttery	302	389	Plantation Grove	2644 Maguire Rd	Ocoee	FL	34761-4752	(407) 656-7645	10/24/95
2087	Hair Cuttery	303	350	Lakeview Shopping Center	1370 Coral Ridge Dr	Coral Springs	FL	33071-5419	(954) 753-1554	05/03/96
2104	Hair Cuttery	303	350	Welleby Center	11120 W Oakland Park Blvc	Sunrise	FL	33351-6808	(954) 749-822E	02/28/97
2124	Hair Cuttery	100	155	Hagerstown Commons	1733 Dual Highway	Hagerstown	MD	21740-8653	(301) 745-972E	06/06/95
2133	Hair Cuttery	302	391	West Granada Center	1425 W Granada Blvd Unit E	Ormond Beach	FL	32174-8113	(386) 672-9327	11/21/95
2148	Hair Cuttery	100	441	Mappleawn Village Center	542 Kimberton Road	Phoenixville	PA	19460-4737	(610) 933-981C	03/31/95
2152	Hair Cuttery	303	378	Shadowwood Square	9843 Glades Rd	Boca Raton	FL	33434-3918	(561) 487-5155	07/07/95
2178	Hair Cuttery	200	232	Kensington Triangle	3731 University Boulevard W Suite C	Kensington	MD	20895-2150	(301) 942-974E	11/24/95
2182	Hair Cuttery	201	260	Wellington Station	10072 Dumfries Rd	Manassas	VA	20110-7949	(703) 257-4604	02/23/96
2185	Hair Cuttery	401	495	Clark and Diversey	2734 N Clark St	Chicago	IL	60614-1503	(773) 244-3982	09/07/95
2186	Hair Cuttery	401	480	Mchenry Grounds	1721 N Richmond Rc	Mchenry	IL	60051-5413	(815) 759-0572	01/14/97
2189	Hair Cuttery	302	371	Old St Augustine Road Plaza	11250 Old Saint Augustine Rd Suite 1E	Jacksonville	FL	32257-8088	(904) 268-972E	04/12/95
2191	Hair Cuttery	303	360	Vizcaya Square	985 N Nob Hill Rc	Plantation	FL	33324-1079	(954) 476-947E	01/13/97
2193	Hair Cuttery	200	270	Graham Park Plaza	7263 Arlington Blvd Ste J	Falls Church	VA	22042-2319	(703) 849-975E	09/13/95
2199	Hair Cuttery	100	441	Shoppes at Lionville Station	459 Uchlan Ave	Chester Springs	PA	19425-3232	(610) 363-9843	10/11/96
2202	Hair Cuttery	400	450	Logan Square	6542 Lower York Rd Ste B	New Hope	PA	18938-1817	(215) 862-995E	08/25/95
2204	Hair Cuttery	400	420	Towne Square	886 Union Mill Road	Mount Laurel	NJ	08054-9561	(856) 866-9473	05/30/97
2206	Hair Cuttery	401	489	Hillcrest Shopping Center	1701 N Larkin Ave Spc B1	Crest Hill	IL	60403-1970	(815) 744-2395	10/27/95
2209	Hair Cuttery	400	456	Wrangleboro Consumer Square	320 Consumer Square	Mays Landing	NJ	08330-3326	(609) 645-982C	01/21/98
2211	Hair Cuttery	100	148	Market Square	5607 Concord Pike	Wilmington	DE	19803-1428	(302) 478-997E	06/23/95
2217	Hair Cuttery	302	369	Fleming Island Shopping Center	3000 US Highway 17 Ste 20	Orange Park	FL	32003-8229	(904) 264-9065	02/26/97
2221	Hair Cuttery	303	363	Paraiso Plaza	5545 W 80th St	Hialeah	FL	33018-8625	(305) 362-972E	06/18/97
2239	Hair Cuttery	401	465	Four Flagg's Shopping Center	8303 1/2 W Golf Rc	Niles	IL	60714-1113	(847) 583-0337	01/17/97
2245	Hair Cuttery	302	388	Lake Fredrica Center	3932 S Semoran Blvd	Orlando	FL	32822-4008	(407) 273-4524	10/09/95
2252	Hair Cuttery	400	420	Brace Road Station	1479 Brace Road	Cherry Hill	NJ	08034-3524	(856) 354-989C	03/06/97
2253	Hair Cuttery	400	456	MainTree Shopping Center	301 S Main Road	Vineland	NJ	08360-7897	(856) 507-9883	01/15/98
2254	Hair Cuttery	400	420	Marketplace at Chews Landing	1214 Chews Landing Road	Laurel Springs	NJ	08021-2803	(856) 309-982E	11/09/96
2268	Hair Cuttery	201	220	Loehmanns Plaza at Thalia	4000 Virginia Beach Blvd	Virginia Beach	VA	23452-1743	(757) 340-9401	01/15/96
2277	Hair Cuttery	201	260	Shoppes at Tappahannock	1638 Tappahannock Blvd PO Box 190E	Tappahannock	VA	22560-0600	(804) 443-020E	03/18/97
2322	Hair Cuttery	100	160	Londontowne Square	1311 Londontown Boulevardc	Sykesville	MD	21784-6454	(410) 549-9742	11/17/96
2329	Hair Cuttery	400	450	Crossroads Plaza	800 Bustleton Pike Ste B1	Richboro	PA	18954-1360	(215) 357-9453	03/11/99
2330	Hair Cuttery	400	410	Oxford Oaks Shopping Center	1629 Big Oak Rd	Yardley	PA	19067-6418	(215) 493-9943	07/07/97
2333	Hair Cuttery	303	363	Doral Center	9569 NW 41st St	Doral	FL	33178-2371	(305) 436-8053	08/01/97
2337	Hair Cuttery	302	388	Colonial Marketcenter	2772 E Colonial Dr	Orlando	FL	32803-5025	(407) 895-973E	04/18/96
2343	Hair Cuttery	200	265	Lake Montclair Center	5155 Waterway Dr	Montclair	VA	22025-1261	(703) 583-1775	03/18/96
2350	Hair Cuttery	401	475	Water Tower Plaza	1593 N State Route 50	Bourbonnals	IL	60914-4429	(815) 936-6185	08/01/96
2353	Hair Cuttery	201	226	Cary Court	3154 W Cary St	Richmond	VA	23221-3504	(804) 354-9575	12/08/95
2367	Hair Cuttery	302	372	Dames Pointe Plaza	7001 Merrill Rd Ste 25	Jacksonville	FL	32277-2600	(904) 744-820C	07/15/96
2368	Hair Cuttery	302	372	Cobblestone Crossing	2771 Monument Rd Ste 22	Jacksonville	FL	32225-3514	(904) 646-1555	07/15/96
2369	Hair Cuttery	302	371	South Beach Regional Shopping Center	3588 3rd St S	Jacksonville Beach	FL	32250-5847	(904) 241-245E	07/15/96
2376	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 Cd	District Cd	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
2385	Hair Cuttery	401	485	Highland Grove Shopping Center	10351 Indianapolis Blvd	Highland	IN	46322-3509	(219) 922-492C	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) 368-3696	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	475	Tinley Park Commons	17121 Harlem Ave	Tinley Park	IL	60477-3369	(708) 429-6377	11/16/96
2410	Hair Cuttery	100	441	Edgmont Square	4837 W Chester Pike Space 8	Newtown Square	PA	19073-2213	(610) 356-992C	05/30/97
2416	Hair Cuttery	201	275	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	486	DeKalb Market Square	2350 Sycamore Rd Ste H	Dekalb	IL	60115-2000	(815) 758-4697	12/05/97
2430	Hair Cuttery	303	363	Coquina Plaza	15781 Sheridan St	Fort Lauderdale	FL	33331-3486	(954) 434-8742	07/08/98
2437	Hair Cuttery	100	161	Big Elk Mall Shopping Center	117 Big Elk Mall	Elkton	MD	21291-5912	(410) 620-9833	08/21/97
2445	Hair Cuttery	400	456	Mill Pond Village	380 Egg Harbor Road Suite C4	Sewell	NJ	08080-3152	(856) 582-9802	05/20/97
2447	Hair Cuttery	100	160	Peacock Center	518 E Ridgeville Blvc	Mount Airy	MD	21171-5252	(301) 829-9815	12/08/97
2455	Hair Cuttery	100	160	Kingsbrook Crossing	5318 New Design Road	Frederick	MD	21703-7102	(301) 663-9634	02/13/98
2460	Hair Cuttery	302	383	Publix at Lake Forest	5256 W State Road 46	Sanford	FL	32771-9230	(407) 302-847C	03/18/99
2461	Hair Cuttery	302	384	Suncrest Village	10071 University Blvd	Orlando	FL	32817-1902	(407) 672-3084	10/22/01
2465	Hair Cuttery	100	160	River Hill Village Center	6040 Daybreak Circle Suite 20C	Clarksville	MD	21029-1643	(410) 531-8052	11/16/97
2478	Hair Cuttery	401	475	Nelson Plaza	410 Nelson Rd	New Lenox	IL	60451-2946	(815) 485-9705	04/09/98
2481	Hair Cuttery	303	378	Winston Park Center	5385 Lyons Rd Spc B4	Coconut Creek	FL	33073-2810	(954) 480-8312	01/14/99
2482	Hair Cuttery	302	372	Publix Plaza	9100 Merrill Rd Ste 7	Jacksonville	FL	32225-4349	(904) 744-9542	04/14/97
2488	Hair Cuttery	400	450	Richland Crossing Shopping Center	211 N West End Blvd	Quakertown	PA	18951-2316	(215) 536-979C	08/19/98
2491	Hair Cuttery	100	161	Riverside Shopping Center	1321 Riverside Parkway Suite D2	Belcamp	MD	21017-3402	(410) 273-9905	07/17/97
2498	Hair Cuttery	200	235	Lee Harrison Shopping Center	2455 N Harrison St	Arlington	VA	22207-1611	(703) 237-9392	01/14/98
2500	Hair Cuttery	401	460	Bohl Farm Market	5300 Northwest Hwy Unit B	Crystal Lake	IL	60014-8072	(815) 444-793C	04/13/00
2503	Hair Cuttery	401	497	Prairie Point Shopping Center	3015 E New York St	Aurora	IL	60504-5162	(630) 236-7124	08/17/98
2507	Hair Cuttery	401	465	North Riverside Shopping Center	2304 Harlem Ave	North Riverside	IL	60546-1414	(708) 442-6673	12/15/97
2508	Hair Cuttery	401	497	Two Rivers Shopping Center	1196 W Boughton Rd Ste G	Bolingbrook	IL	60440-6569	(630) 378-098E	11/20/98
2509	Hair Cuttery	401	489	Centennial Plaza	1218 State St	Lemont	IL	60439-4489	(630) 243-9845	08/07/98
2513	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) 442-2355	01/08/99
2533	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) 548-9399	12/02/98
2545	Hair Cuttery	401	497	Shoppes at Windmill Place	2008 W Wilson St	Batavia	IL	60510-9482	(630) 761-3382	01/11/00
2546	Hair Cuttery	401	460	Northwest Shopping Center	521 E. Dundee Road	Palatine	IL	60074-2815	(847) 963-8385	05/14/02
2548	Hair Cuttery	401	489	Westwood Centre	2301 63rd St	Woodridge	IL	60517-1300	(630) 434-8873	08/06/98
2553	Hair Cuttery	400	450	Newtown Shopping Center	40 West Rd Unit L	Newtown	PA	18940-4301	(215) 968-9815	11/02/01
2560	Hair Cuttery	303	381	Dadeland Station	8328 S Dixie Hwy	Miami	FL	33143-7714	(305) 665-872C	03/27/98
2564	Hair Cuttery	400	455	Spring House Village	1121 Bethlehem Pike Ste 9C	Spring House	PA	19477-1102	(215) 793-9556	07/29/99
2569	Hair Cuttery	401	465	Evanston Galleria	1704 Sherman Ave	Evanston	IL	60201-3713	(847) 869-0814	05/26/98
2606	Hair Cuttery	302	383	Deltona Landing	915 Doyle Road Suite A6	Deltona	FL	32725-8260	(386) 574-8357	03/30/99
2607	Hair Cuttery	302	391	Halifax Village Plaza	3760 Roscommon Dr	Ormond Beach	FL	32174-2849	(386) 615-8745	09/30/99
2608	Hair Cuttery	400	420	Hartford Plaza	631 E Evesham Road	Runnemede	NJ	08078-1866	(856) 939-9856	05/18/98
2612	Hair Cuttery	302	383	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	475	Rose Plaza at Oak Forest	5451 159th St	Oak Forest	IL	60452-3221	(708) 687-9294	07/19/00
2683	Hair Cuttery	401	460	Woodstock Retail Center	115 S Eastwood Dr	Woodstock	IL	60098-3519	(815) 337-5981	10/28/04
2684	Hair Cuttery	401	480	Grayslake Crossing	855 E Belvidere Rd	Grayslake	IL	60030-2581	(847) 223-0465	02/08/01
2685	Hair Cuttery	401	465	Elmhurst Crossing	185 S IL Route 83	Elmhurst	IL	60126-3033	(630) 758-0197	06/12/00
2688	Hair Cuttery	302	392	Sandlake Corners Shopping Center	8155 S John Young Pkwy	Orlando	FL	32819-9021	(407) 352-9273	08/16/99
2692	Hair Cuttery	400	410	Home Depot Plaza	1336 Bristol Pike Unit 16C	Bensalem	PA	19020-5660	(215) 633-8707	01/14/99
2695	Hair Cuttery	303	362	The Shoppes of Paradise Lakes	16792 SW 88th St	Miami	FL	33196-5937	(305) 388-8235	10/30/99
2696	Hair Cuttery	303	363	Publix at Doral Isles	10767 NW 58th St	Doral	FL	33178-2801	(305) 437-8228	12/08/99
2720	Hair Cuttery	401	460	Charles Plaza	1475 Palatine Ste	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
2738	Hair Cuttery	303	380	Wickham Corners Shopping Center	1070 N Wickham Rd Suite 104	Melbourne	FL	32935-8956	(321) 751-9012	06/01/99
2739	Hair Cuttery	303	363	Sunset Shops	18429 Miramar Pkwy	Miramar	FL	33029-5802	(954) 431-8687	01/28/00
2756	Hair Cuttery	401	489	Brookside Plaza	6682 Joliet Rd Ste 105	Countryside	IL	60525-4575	(708) 246-181C	07/25/02
2758	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	486	1037 Shooting Park Road	1037 Shooting Park Rd	Peru	IL	61354-1870	(815) 224-8007	04/22/99
2766	Hair Cuttery	401	494	Dunes Plaza	352 Dunes Plaza	Michigan City	IN	46360-7342	(219) 879-9551	03/22/99
2767	Hair Cuttery	401	485	Schererville Plaza	1690 US Highway 41	Schererville	IN	46375-1318	(219) 322-1438	03/23/99
2770	Hair Cuttery	401	486	The Marketplace	230 N Mulford Rd	Rockford	IL	61107-7094	(815) 397-9838	04/15/99
2772	Hair Cuttery	401	492	3217 East Lincolnway	3217 E Lincoln Way	Sterling	IL	61081-1772	(815) 626-9703	04/20/99
2773	Hair Cuttery	401	492	Rock River Plaza	3915 41st Avenue Dr	Moline	IL	61265-1000	(309) 736-0515	04/21/99
2775	Hair Cuttery	401	492	Kroger Center	2507 E Oakland Ave	Bloomington	IL	61701-5829	(309) 664-444E	05/19/99
2784	Hair Cuttery	401	492	Jacksonville Shoppes	906 W Morton Ave	Jacksonville	IL	62650-3151	(217) 243-9957	05/11/99
2785	Hair Cuttery	401	492	Sangamon Center North	1935 E Sangamon Ave	Springfield	IL	62702-1265	(217) 753-9303	05/13/99
2790	Hair Cuttery	201	210	Marketplace at Nickerson	2078 Nickerson Blvd Ste 4	Hampton	VA	23663-1059	(757) 850-9345	08/06/99
2792	Hair Cuttery	100	143	Shops at Town Center	19818 Century Blvd	Germantown	MD	20874-1198	(301) 916-9728	02/12/01
2810	Hair Cuttery	401	485	Portage Crossings	6097 US Highway 6	Portage	IN	46368-5215	(219) 762-356C	09/13/99
2812	Hair Cuttery	302	388	Waterford Lakes Town Center	465 N Alafaya Trl	Orlando	FL	32828-7017	(407) 382-9432	03/03/00
2815	Hair Cuttery	401	475	Stonebrook Plaza Shopping Center	3273 W 115th St	Merrionette Park	IL	60803-4555	(708) 389-4812	04/20/00
2818	Hair Cuttery	303	380	Post Commons	4100 N Wickham Rd Unit 12E	Melbourne	FL	32935-2485	(321) 757-844E	09/27/00
2820	Hair Cuttery	401	485	Hobart Center	1617 E 37th Ave	Hobart	IN	46342-2581	(219) 942-5915	08/17/01
2821	Hair Cuttery	401	492	Riverside Plaza	408 Riverside Dr	East Peoria	IL	61611-2098	(309) 694-9114	09/22/99
2831	Hair Cuttery	302	372	Windsor Commons	4765 Hodges Blvd Ste 10	Jacksonville	FL	32224-5279	(904) 821-9467	09/07/00
2832	Hair Cuttery	302	372	Reedy Branch Commons	10920 Baymeadows Rd Unit 9	Jacksonville	FL	32256-4570	(904) 519-9227	07/18/00
2833	Hair Cuttery	400	450	Hilltown Crossing Shopping Center	1571 Bethlehem Pike Unit B5	Hatfield	PA	19440-1301	(215) 822-9825	05/11/00
2835	Hair Cuttery	303	380	Window Square Shopping Center	2247 W New Haven Ave	W Melbourne	FL	32904-3805	(321) 674-971C	06/29/99
2841	Hair Cuttery	201	216	Dominion Plaza	1620 Cedar Rd Space 108	Chesapeake	VA	23322-7197	(757) 549-659C	07/25/00
2846	Hair Cuttery	303	378	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
2849	Hair Cuttery	401	465	Village Crossing	5451 Touhy Ave	Skokie	IL	60077-3233	(847) 679-8965	09/16/03

Salon Id	Brand	Region	District	Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
2853	Hair Cuttery	100	143		King Farm Village Center	402 King Farm Blvd Ste 12C	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) 921-8996	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	378		Boynton Lakes Plaza	4752 N Congress Ave	Boynton Beach	FL	33426-7951	(561) 432-9182	05/12/00
2865	Hair Cuttery	401	489		Wood Grove Festival	1001 75th St Ste 181	Woodridge	IL	60517-2656	(630) 910-8465	07/18/00
2870	Hair Cuttery	302	371		Jullington 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	4155 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
2902	Hair Cuttery	400	457		Ryders Crossing	316 Ryders Lane	Milltown	NJ	08850-1706	(732) 613-987C	08/30/01
2903	Hair Cuttery	400	449		Summerfield Shopping Center	24 Summerfield Blvd Suite 209	Dayton	NJ	08810-2438	(732) 438-9452	07/15/03
2913	Hair Cuttery	400	449		North Brunswick Shopping Center	516 Milltown Rd Space 4	North Brunswick	NJ	08902-3327	(732) 828-9796	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) 740-487E	03/22/01
2924	Hair Cuttery	400	410		Giant Marketplace	2743 Street Rd	Bensalem	PA	19020-2810	(215) 245-9699	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	144		Ashland Marketplace	11121 York Rd Spc D	Cockeysville	MD	21030-2005	(410) 584-9617	04/07/00
2931	Hair Cuttery	201	210		Harbour View Station East	6255 Collage Dr Ste C	Suffolk	VA	23435-2768	(757) 484-982E	08/09/01
2932	Hair Cuttery	201	225		Commonwealth Centre	4678 Commonwealth Centre Pkwy	Middlethian	VA	23112-8686	(804) 744-080C	04/01/02
2933	Hair Cuttery	201	225		Bermuda Crossroads Shopping Center	12208 Bermuda Crossroad Lr	Chester	VA	23831-2353	(804) 706-5807	02/18/03
2937	Hair Cuttery	201	220		Holland Windsor Crossing	3877 Holland Rd Suite 402	Virginia Beach	VA	23452-2858	(757) 340-951E	01/04/01
2950	Hair Cuttery	303	360		Plantation Town Square	6969 W Broward Blvc	Plantation	FL	33317-2917	(954) 585-8566	02/19/02
2952	Hair Cuttery	303	360		Flamingo Falls Town Center	2106 N Flamingo Rd	Pembroke Pines	FL	33028-3501	(954) 538-8642	12/03/01
2962	Hair Cuttery	100	110		Village at Waugh Chapel	2650 Brandermill Blvd	Gambrials	MD	21054-1651	(410) 721-981E	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) 742-872E	01/17/02
2969	Hair Cuttery	100	147		Hanover Crossing	417 Eisenhower Dr	Hanover	PA	17331-5213	(717) 632-424C	09/02/00
2971	Hair Cuttery	200	250		Main Street Marketplace	10336 Main St	Fairfax	VA	22030-2410	(703) 352-9827	12/15/01
2972	Hair Cuttery	201	226		Creeks at Virginia Center	9976 Brook Rd	Glen Allen	VA	23059-5501	(804) 262-2766	09/20/01
2976	Hair Cuttery	401	486		Shoppes at Stoney Creek	345 Randall Rd	South Elgin	IL	60177-2248	(847) 531-8167	02/28/02
2981	Hair Cuttery	303	380		Bayside Lakes Shopping Center	3450 Bayside Lakes Blvd SE	Palm Bay	FL	32909-6815	(321) 676-9551	10/11/01
2983	Hair Cuttery	401	480		Randhurst Crossing	1 W Rand Rd Unit G	Mount Prospect	IL	60056-1137	(847) 392-772E	09/12/01
2988	Hair Cuttery	201	210		Poquoson Commons	423 Wythe Creek Rd Ste C	Poquoson	VA	23662-1973	(757) 868-9066	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 E	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	374		Island Crossing	11762 SE Federal Hwy	Hobe Sound	FL	33455-5303	(772) 546-340E	11/08/99
2997	Hair Cuttery	303	374		Shoppes of Jonathans Landing	17450 N Highway A1A Alt	Jupiter	FL	33477-5899	(561) 745-564C	11/08/99
2998	Hair Cuttery	401	494		Valparaiso Market Place	2620 Laporte Ave Ste 120	Valparaiso	IN	46383-6967	(219) 531-029E	06/18/02
3058	Hair Cuttery	401	460		Prairie Meadows Shopping Center	2313 Randall Rd	Carpentersville	IL	60110-3448	(847) 428-094E	02/28/02
3059	Hair Cuttery	401	480		Fox Lake Crossing	1276 S US Highway 12 Space B1	Fox Lake	IL	60020-1950	(847) 587-5715	04/18/02
3060	Hair Cuttery	401	497		Shorewood Crossing	952 Brook Forest Ave	Shorewood	IL	60404-8807	(815) 577-6913	07/17/01
3062	Hair Cuttery	303	374		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	14645 Mount Airy Rd	Orlando	FL	32819-5109	(407) 226-9182	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	486		Kruger Plaza Streator	2369 N Bloomington St	Streator	IL	61364-1307	(815) 672-994C	09/11/02
3092	Hair Cuttery	303	362		Plaza Del Paraiso	12060 SW 127th Ave	Miami	FL	33186-6454	(305) 969-8197	07/03/03
3098	Hair Cuttery	303	380		Prima Vista Crossing	7546 S US Highway 1	Port St Lucie	FL	34952-3485	(772) 878-9691	09/19/03
3101	Hair Cuttery	303	362		Suniland Shopping Center	11325 S Dixie Hwy Ste A	Miami	FL	33156-4442	(305) 971-823C	06/21/02
3104	Hair Cuttery	400	426		Lebanon Valley Mall	2267 Lebanon Valley Mall	Lebanon	PA	17042-2568	(717) 273-0802	04/03/01
3111	Hair Cuttery	100	110		Bowie Town Center	15427 Excelstior Dr	Bowie	MD	20716-2208	(301) 464-9831	04/05/02
3112	Hair Cuttery	401	475		Shops of Orland Park	11235 W 143rd St	Orland Park	IL	60467-1923	(708) 349-7914	05/16/02
3115	Hair Cuttery	400	440		Hamilton Marketplace	142 Marketplace Boulevard	Hamilton	NJ	08691-2103	(609) 585-951E	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	147		Shrewsbury Shopping Center	14645 Mount Airy Rd Ste 204	Shrewsbury	PA	17361-1432	(717) 235-4056	07/30/03
3137	Hair Cuttery	302	388		Grand Oaks Village	5054 Dr Phillips Blvc	Orlando	FL	32819-3310	(407) 299-8455	01/28/02
3144	Hair Cuttery	201	220		Lynnhaven Square	2077 Lynnhaven Pkwy Unit 1	Virginia Beach	VA	23456-4884	(757) 471-8727	07/23/01
3145	Hair Cuttery	201	275		Rio Hill Shopping Center	1768 Rio Hill Center	Charlottesville	VA	22901-1100	(434) 973-9274	09/24/01
3156	Hair Cuttery	400	440		Pine Grove Plaza	18 Broadway Suite G	Browns Mills	NJ	08015-3248	(609) 893-5023	07/29/02
3160	Hair Cuttery	302	392		Champions Gate Shopping Center	8303 Champions Gate Blvd	Champions Gate	FL	33896-8389	(407) 396-6537	02/15/02
3164	Hair Cuttery	303	377		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	388		College Park NBD	2102 Edgewater Dr	Orlando	FL	32804-5318	(407) 481-8134	02/28/02
3167	Hair Cuttery	401	495		Southport/Waveland	3711 N Southport Ave	Chicago	IL	60613-2886	(773) 832-9602	10/23/02
3173	Hair Cuttery	200	230		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	232		Falls Grove Village	14933 Shady Grove Rd Unit H	Rockville	MD	20850-7725	(301) 424-1052	04/03/03
3179	Hair Cuttery	303	363		Hialeah Mercado Shopping Center	1565 W 49th St	Hialeah	FL	33012-2924	(305) 557-9024	07/09/03
3188	Hair Cuttery	401	497		Berkshire Place Shopping Center	13400 S State Route 59 Ste H	Plainfield	IL	60585-5832	(815) 439-7622	03/26/03
3189	Hair Cuttery	401	485		Dyer Towne Center	815 Joliet St	Dyer	IN	46311-1920	(219) 322-4167	01/29/04
3197	Hair Cuttery	100	160		Shops at Monocacy	1700 Kingfisher Dr Ste 23	Frederick	MD	21701-4769	(301) 668-9754	12/17/04
3216	Hair Cuttery	302	389		West Point Commons Shopping Center	13750 W Colonial Dr	Winter Garden	FL	34787-4204	(407) 656-950C	09/12/03
3217	Hair Cuttery	302	391		Cobblestone Village	135 Jenkins St Ste 102	St. Augustine	FL	32086-5176	(904) 824-9344	08/22/03
3227	Hair Cuttery	201	260		Stafford Marketplace	1495 Stafford Marketplace	Stafford	VA	22556-4530	(540) 288-015E	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	230		Marketplace at Potomac Station	675 Potomac Station Dr NE	Leesburg	VA	20176-1819	(703) 443-0624	07/18/04
3256	Hair Cuttery	201	231		Rivanna Ridge Shopping Center	1974 Abbey Rd Space E12C	Charlottesville	VA	22911-3543	(434) 293-8014	12/02/02
3258	Hair Cuttery	303	362		Plaza Alegre	14640 SW 26th St	Miami	FL	33175-8065	(305) 480-9382	06/12/03
3259	Hair Cuttery	200	270		Chantilly Crossing	14411 Chantilly Crossing Ln	Chantilly	VA	20151-2116	(703) 378-7925	08/09/04
3260	Hair Cuttery	200	230		Herndon Marketplace	609 Post Drive	Herndon	VA	20170-4534	(703) 437-970E	03/13/06
3264	Hair Cuttery	303	362		Miller West Plaza	15735 SW 56th St	Miami	FL	33185-3879	(305) 485-910E	03/19/04

Salon Id	Brand	Region Cd	District Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
3265	Hair Cuttery	303	381	Aventura Town Plaza	18237 Biscayne Blvd	Aventura	FL	33160-2506	(305) 936-8746	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	60639-1801	(773) 385-8056	09/01/04
3290	Hair Cuttery	401	460	Spring Hill Meadows Shopping Center	1031 W Main St	Sleepy Hollow	IL	60118-3080	(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	CenterTown Square	28 CenterTown 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) 838-058C	05/13/05
3340	Hair Cuttery	302	389	Baldwin Park Village Center	4824 New Broad Street	Orlando	FL	32814-6628	(407) 899-815C	03/14/05
3341	Hair Cuttery	302	372	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 Blvd	Ocala	FL	34470-3240	(352) 236-5055	11/18/04
3346	Hair Cuttery	302	372	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	392	St Cloud Commons	4554 13th St Unit E	Saint Cloud	FL	34769-6766	(407) 891-9272	05/18/05
3365	Hair Cuttery	303	374	Cobblestone Village	10287 Okeechobee Blvd	West Palm Beach	FL	33411-1409	(561) 798-1226	11/22/05
3370	Hair Cuttery	100	145	Waldorf Marketplace	3045 Waldorf Market Pl	Waldorf	MD	20608-4870	(301) 645-9723	02/01/05
3372	Hair Cuttery	201	210	Jefferson Commons	12551 Jefferson Ave	Newport News	VA	23602-4399	(757) 874-9814	11/09/05
3376	Hair Cuttery	201	218	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	260	Dominion Valley Market Square	5531 Merchants View Square	Haymarket	VA	20169-5439	(571) 248-6622	09/22/06
3388	Hair Cuttery	200	230	South Riding Market Square	25050 Riding Plaza Ste 135	South Riding	VA	20152-5928	(703) 327-5406	07/07/05
3390	Hair Cuttery	200	235	Village at Shirlington	4150 Campbell Ave	Arlington	VA	22206-4200	(703) 379-483C	05/16/07
3391	Hair Cuttery	200	265	Fortuna Village Center	4218 Fortuna Center Plaza	Dumfries	VA	22025-1515	(703) 580-6484	07/22/05
3394	Hair Cuttery	100	148	Millville Town Center	38069 Town Center Drive	Millville	DE	19967-6968	(302) 537-4524	12/15/06
3395	Hair Cuttery	201	275	Hollymead Town Center	153 Community St	Charlottesville	VA	22911-5602	(434) 296-7653	08/30/05
3396	Hair Cuttery	201	225	Courthouse Commons West	6941 Commons Plaza	Chesterfield	VA	23832-6457	(804) 748-8877	11/29/04
3397	Hair Cuttery	100	155	Potomac Market Place	217 Oak Lee Dr Ste 7	Ranson	WV	25438-4865	(304) 724-206C	04/06/06
3398	Hair Cuttery	100	145	Laurel Lakes Centre	19410 Baltimore Ave Ste C	Laurel	MD	20707-5098	(301) 498-9837	01/26/05
3401	Hair Cuttery	401	495	Clark and Gregory	5539 N Clark St	Chicago	IL	60640-1222	(773) 561-1423	09/22/05
3402	Hair Cuttery	303	377	Paradise Shoppes of Cocoa	2711 Clearlake Rd Ste 2	Cocoa	FL	32922-5721	(321) 636-9836	04/08/05
3403	Hair Cuttery	302	389	Cornerstone at Summerport	13500 Summerport Village Pkwy	Windermere	FL	34786-7366	(407) 877-6385	06/22/05
3407	Hair Cuttery	401	485	Munster Plaza	7944 Calumet Ave	Munster	IN	46321-1216	(219) 513-0787	01/06/05
3408	Hair Cuttery	400	410	Levittown Town Center	169 Levittown Parkway Suite C	Levittown	PA	19055-2455	(215) 547-258C	11/17/09
3416	Hair Cuttery	401	465	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) 873-516C	05/28/08
3421	Hair Cuttery	303	360	Lakeside Town Shops	5810 S University Dr	Davie	FL	33328-6107	(954) 680-835C	04/21/06
3428	Hair Cuttery	303	362	Waterstone Plaza	3040 NE 41st Ter	Homestead	FL	33033-6619	(786) 243-7776	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	Carlis Corner Shopping Center	27 Cornwall 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) 665-2305	03/22/07
3441	Hair Cuttery	200	230	Dulles 28 Centre	22000 Dulles Retail Plaza Ste 184	Sterling	VA	20166-2513	(703) 444-7025	12/07/07
3443	Hair Cuttery	100	160	Villages at Urbana	3520 Sugarloaf Pkwy Ste F02	Urbana	MD	21704-7911	(301) 874-063C	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	497	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	216	Shoppes at Tanglewood	103 Tanglewood Parkway Suite L	Elizabeth City	NC	27909-9630	(252) 331-1254	01/18/07
3458	Hair Cuttery	200	230	Brambleton Town Center	42395 Ryan Rd Ste 111A	Ashburn	VA	20148-4864	(703) 327-6125	06/21/06
3460	Hair Cuttery	401	460	Aspen Pointe	271 W Townline Rd Unit 1	Vernon Hills	IL	60061-4333	(847) 367-487C	08/02/06
3463	Hair Cuttery	100	144	Arundel Village I	7645 Arundel Mills Blvd	Hanover	MD	21076-1474	(410) 799-5113	08/05/05
3467	Hair Cuttery	401	493	Roosevelt/Highland	213 East Roosevelt Road Unit C	Lombard	IL	60148-4555	(630) 620-9562	06/19/08
3469	Hair Cuttery	302	372	River City Marketplace	13249 City Square Dr	Jacksonville	FL	32218-7237	(904) 696-895C	09/20/06
3484	Hair Cuttery	303	361	Coconut Point Town Center	23106 Fashion Drive Suite 101	Esteros	FL	33928-2528	(239) 992-5222	01/31/07
3487	Hair Cuttery	303	362	Corsica Square	15751 SW 152nd St Ste B	Miami	FL	33187-5417	(305) 255-5368	06/06/07
3492	Hair Cuttery	401	497	North Aurora Towne Centre	1854 Towne Centre Drive	North Aurora	IL	60542-6503	(630) 907-2733	07/17/08
3494	Hair Cuttery	401	489	Hearthland Crossing	2047 Ridge Rd	Minooka	IL	60447-8801	(815) 467-817C	04/04/06
3498	Hair Cuttery	201	260	Shoppes at Southpoint	10207 Southpoint Pkwy	Fredericksburg	VA	22407-2704	(540) 710-6395	05/25/06
3498	Hair Cuttery	401	492	Westchase Shopping Center	1006 JC Pkwy Ste 1	Bloomington	IL	61704-5006	(309) 829-609C	12/15/05
3500	Hair Cuttery	302	369	Publix at Normandy Crossing	7749 Normandy Blvd	Jacksonville	FL	32221-7657	(904) 781-2335	02/03/06
3501	Hair Cuttery	401	494	Ersidine Village	1290 E Ireland Rd Bldg V	South Bend	IN	46614-3474	(574) 291-1601	03/30/06
3502	Hair Cuttery	400	440	Millside Plaza	4004 Route 130	Delran	NJ	08075-2401	(856) 461-4056	03/06/07
3505	Hair Cuttery	303	360	Paraiso Parc	15719 Pines Blvd	Pembroke Pines	FL	33027-1206	(954) 431-1372	06/20/07
3508	Hair Cuttery	303	361	Shoppes at North Cape	2481 Del Prado Blvd N Ste 113	Cape Coral	FL	33909-4475	(239) 458-3292	03/06/08
3514	Hair Cuttery	200	250	Vantage at Merrifield Town Center	8190 Strawberry Lane Suite 5	Falls Church	VA	22042-1030	(703) 205-0025	05/15/08
3520	Hair Cuttery	302	372	Amelia Concourse	463711 State Road 200 Ste 1	Yulee	FL	32097-9659	(904) 548-1445	10/19/06
3521	Hair Cuttery	100	443	Pavilion at Lansdale	435 S Broad St	Lansdale	PA	19446-3703	(215) 362-3377	09/01/06
3523	Hair Cuttery	100	144	Hampstead Marketplace	2319 D Hanover Pike	Hampstead	MD	21074-1137	(443) 507-5977	04/13/08
3525	Hair Cuttery	303	374	Legacy Place	11310 Legacy Ave Ste 130	Palm Beach Gardens	FL	33410-3658	(561) 625-2491	09/14/07
3526	Hair Cuttery	401	480	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	392	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	374	Delray Crossing	1100 Linton Blvd Ste CE	Delray Beach	FL	33444-1145	(561) 274-8816	10/18/05
3535	Hair Cuttery	303	378	Lantana Plaza	5970 S Jog Road Suite B	Lake Worth	FL	33467-6756	(561) 642-8351	10/18/05
3537	Hair Cuttery	303	374	Westward Plaza	2505 Okeechobee Blvd Ste A	West Palm Beach	FL	33408-4071	(561) 697-2847	10/18/05
3539	Hair Cuttery	303	375	Northlake Village	3549 US Highway 441 S	Okeechobee	FL	34974-6247	(863) 763-9764	10/18/05
3540	Hair Cuttery	303	374	Cove Center	5869 SE Federal Hwy	Stuart	FL	34997-7869	(772) 220-4305	10/18/05

Salon Id	Brand	Region Cd	District Cd	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
3541	Hair Cuttery	303	375	Wedgewood Commons	3322 SE Federal Hwy	Stuart	FL	34997-4914	(772) 286-7022	10/18/05
3543	Hair Cuttery	303	375	Martin Downs Town Center	2760 SW Martin Downs Blvd	Palm City	FL	34990-6019	(772) 283-6356	10/18/05
3546	Hair Cuttery	303	380	Rivergate Plaza	1137 SE Port St Lucie Blvd	Port St Lucie	FL	34952-5332	(772) 337-9065	10/18/05
3548	Hair Cuttery	303	377	12th Street Plaza	1275 US Highway 1 Unit 1	Vero Beach	FL	32960-4706	(772) 770-1048	10/18/05
3550	Hair Cuttery	303	377	Publix at Indian River	9619 N US Highway 1	Sebastian	FL	32958-6363	(772) 581-7800	10/18/05
3554	Hair Cuttery	302	383	West Volusia Towne Centre	1039 Harley Strickland Blvd	Orange City	FL	32763-7979	(386) 774-5700	07/26/07
3555	Hair Cuttery	303	361	Gulf Coast Town Center	10029 Gulf Center Dr	Fort Myers	FL	33913-8963	(239) 267-8938	06/20/07
3556	Hair Cuttery	302	389	Eustis Shoppes	15441 US Highway 441	Eustis	FL	32726-8321	(352) 357-8580	05/03/07
3560	Hair Cuttery	100	147	York Town Center	2811 Concord Rc	York	PA	17402-7007	(717) 840-1765	11/23/07
3561	Hair Cuttery	100	147	High Pointe Commons	4635 High Pointe Blvd	Harrisburg	PA	17111-2460	(717) 561-4688	06/01/07
3571	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) 302-2022	04/26/07
3580	Hair Cuttery	400	426	Limerick Crossing Shopping Center	33 W. Ridge Pike Ste 365	Limerick	PA	19468-1711	(610) 454-0233	01/16/08
3583	Hair Cuttery	401	460	Regency Plaza	756 W Euclid Ave	Palatine	IL	60067-7596	(847) 202-2456	10/31/06
3585	Hair Cuttery	400	405	Brittany West Plaza	585 Hartford Road	New Britain	CT	06053-1524	(860) 229-0128	02/05/06
3587	Hair Cuttery	400	405	Vernon	200 Hartford Turnpike	Vernon	CT	06066-4756	(860) 896-1092	02/05/06
3590	Hair Cuttery	400	405	Chicopee	1410 Memorial Drive	Chicopee	MA	01020-3940	(413) 539-9670	02/05/06
3591	Hair Cuttery	400	404	Endicott Plaza	139 Endicott Street	Danvers	MA	01923-4803	(978) 777-6444	02/05/06
3592	Hair Cuttery	400	404	Framingham	50 Worcester Road	Framingham	MA	01702-5361	(508) 875-6695	02/05/06
3593	Hair Cuttery	400	404	Medford	463 Salem Street	Medford	MA	02155-3336	(781) 391-0773	02/05/06
3595	Hair Cuttery	400	404	Wonderland Marketplace	151 VFW Parkway	Revere	MA	02151-2509	(781) 284-6353	02/05/06
3597	Hair Cuttery	400	405	Haymarket Square	1712 Boston Road	Springfield	MA	01129-1142	(413) 543-6722	02/05/06
3599	Hair Cuttery	400	404	Watertown	137 Mount Auburn Street	Watertown	MA	02472-4004	(617) 923-6200	02/05/06
3600	Hair Cuttery	400	405	West Springfield	343 Memorial Avenue	West Springfield	MA	01089-4007	(413) 733-5653	02/05/06
3602	Hair Cuttery	400	405	Westfield	459 E Main Street	Westfield	MA	01085-3312	(413) 564-0800	02/05/06
3604	Hair Cuttery	400	404	Horn Pond Plaza	352 Cambridge Road	Woburn	MA	01801-6037	(781) 932-0777	02/05/06
3606	Hair Cuttery	400	405	Grafton Street	1135 Grafton Street	Worcester	MA	01604-2029	(508) 754-9670	02/05/06
3607	Hair Cuttery	400	405	West Boylston Street	1078 W Boylston Street	Worcester	MA	01606-1167	(508) 853-8553	02/05/06
3617	Hair Cuttery	400	405	Silver Commons	496 South Broad Street	Meriden	CT	06450-6662	(203) 686-0770	06/22/07
3619	Hair Cuttery	400	404	Metro North Retail Center	99 Commerce Way Suite D	Woburn	MA	01801-1007	(781) 376-0800	06/30/06
3621	Hair Cuttery	200	230	Lansdowne Town Center	19889 Promenade Dr	Leesburg	VA	20176-6501	(571) 333-4580	01/08/07
3627	Hair Cuttery	302	391	Town Center at Palm Coast	800 Belle Terre Pkwy	Palm Coast	FL	32164-2314	(386) 437-2405	03/27/07
3631	Hair Cuttery	400	404	Amherst Street Village Center	2 Cellu Drive Suite 115	Nashua	NH	03063-1000	(603) 880-6008	10/07/06
3632	Hair Cuttery	400	405	Kennedy Road Marketplace	1065 Kennedy Road Suite B	Windsor	CT	06095-1372	(860) 683-1502	10/06/07
3635	Hair Cuttery	401	480	Schwind Crossing	1536 W Lake Cook Rd	Wheeling	IL	60090-2249	(847) 229-1025	07/26/07
3637	Hair Cuttery	401	486	Glidden Crossing	927 S Annie Glidden Road	Dekalb	IL	60115-5838	(815) 787-6800	06/27/08
3643	Hair Cuttery	400	409	Crossing at Lisbon	193 River Road Suite 27C	Lisbon	CT	06351-3259	(860) 376-2605	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 Blvd	Naples	FL	34119-8739	(239) 594-1644	11/15/07
3671	Hair Cuttery	400	409	Montville Commons	2020 Norwich New London Turnpike	Uncasville	CT	06382-1374	(860) 848-3774	07/27/07
3672	Hair Cuttery	400	409	Wareham Crossing	2421 Cranberry Highway Suite 33C	Wareham	MA	02571-5031	(508) 291-6332	05/30/08
3673	Hair Cuttery	400	405	Gibbs Crossing	350 Palmer Road Suite 11C	Ware	MA	01082-9740	(413) 967-0256	03/19/09
3676	Hair Cuttery	302	372	Pablo Creek East	13740 Beach Blvd Ste 1	Jacksonville	FL	32224-6033	(904) 223-1455	04/20/07
3679	Hair Cuttery	100	110	Village at Lee Airpark	11 Lee Airpark Drive Suite 50C	Edgewater	MD	21037-1237	(410) 956-3199	03/15/11
3683	Hair Cuttery	303	362	Oasis Plaza	2866 NE 8th St	Homestead	FL	33033-5695	(305) 245-3652	09/12/07
3689	Hair Cuttery	303	377	Crossroads Marketplace	3055 Columbia Boulevard Suite B10S	Titusville	FL	32780-7865	(321) 264-3302	06/26/08
3694	Hair Cuttery	400	450	Promenade Shops at Saucon Valley	3060 Center Valley Pkwy	Center Valley	PA	18034-9036	(610) 797-0260	02/11/08
3696	Hair Cuttery	303	361	Shops at Surfside	2378 Surfside Blvd Sp 121 Bldg A	Cape Coral	FL	33991-3182	(239) 283-0368	08/21/08
3702	Hair Cuttery	302	389	Winter Garden Village Shopping Center	3317 Daniels Rd Ste 10E	Oakland	FL	34787-7003	(407) 905-0085	11/08/07
3704	Hair Cuttery	100	155	Spring Mills Towne Center	5724 Hammond Mill Road Unit H	Martinsburg	WV	25404-6444	(304) 274-3866	04/24/08
3708	Hair Cuttery	401	486	Rose Plaza	230 West Peace Road Suite 104	Sycamore	IL	60178-8913	(815) 899-7972	08/14/09
3709	Hair Cuttery	201	220	Landstown Commons	3380 Princess Ann Rd Suite 107	Virginia Beach	VA	23456-2522	(757) 368-3331	06/13/08
3715	Hair Cuttery	100	441	Phoenixville Shopping Center	785 Starr St Ste 108	Phoenixville	PA	19460-3674	(610) 935-4454	01/29/08
3716	Hair Cuttery	400	426	Concordville Town Centre	301 Byers Drive Building K	Glen Mills	PA	19342-3343	(610) 358-4468	08/14/08
3721	Hair Cuttery	302	392	St Charles Plaza	39879 US Highway 27	Davenport	FL	33837-7802	(863) 422-9496	05/07/08
3723	Hair Cuttery	100	155	Crooked Run Shopping Center	135 Crooked Run Plaza	Front Royal	VA	22630-7013	(540) 635-4607	11/29/07
3727	Hair Cuttery	302	369	Oakleaf Town Center	9501 Crosshill Boulevard Suite 104	Jacksonville	FL	32222-5833	(904) 573-1344	04/02/08
3728	Hair Cuttery	201	225	Westchester Commons	15609 WC Commons Way	Midlothian	VA	23113-7317	(804) 379-2338	04/13/09
3729	Hair Cuttery	302	392	Ovation	7790 Lake Wilson Road Space 1	Davenport	FL	33896-9601	(863) 424-8288	11/05/08
3731	Hair Cuttery	201	275	Culpeper Colonnade	15319 Creativity Dr	Culpeper	VA	22701-2502	(540) 727-0557	05/31/07
3735	Hair Cuttery	400	440	Shoppes at Cinnaminson	127 Route 130 South Suite E	Cinnaminson	NJ	08077-3377	(856) 829-1250	05/19/09
3736	Hair Cuttery	100	155	Shoppes at Hagerstown	18035 Garland Groh Blvd Spc E	Hagerstown	MD	21740-2064	(301) 714-0003	05/29/08
3740	Hair Cuttery	303	378	Canyon Town Center	8788 Boynton Beach Blvd Suite 102	Boynton Beach	FL	33472-4467	(561) 734-3998	06/09/09
3743	Hair Cuttery	401	497	Shops of Romeoville	285 S Weber Road	Romeoville	IL	60446-3979	(815) 838-5236	09/11/09
3746	Hair Cuttery	401	485	Beacon Hill Shopping Center	10765 Broadway	Crown Point	IN	46307-7310	(219) 662-0888	02/08/08
3750	Hair Cuttery	401	465	1010 East Lake Street	1010 Lake Street	Oak Park	IL	60301-1147	(708) 386-4630	11/09/07
3752	Hair Cuttery	100	145	Brandywine Crossing	15904 Grain Highway Unit C	Brandywine	MD	20613-8025	(301) 782-3076	06/26/09
3753	Hair Cuttery	100	145	Rosewick Crossing	218 Rosewick Road	La Plata	MD	20646-4217	(301) 392-6113	01/15/09
3754	Hair Cuttery	303	361	Brooks Village	12975 Collier Boulevard Suite 111	Naples	FL	34116-4004	(239) 348-0266	07/22/09
3756	Hair Cuttery	303	361	Plaza at Island Pass	15880 San Carlos Blvd Suite 16C	Fort Myers	FL	33908-3378	(239) 267-3202	11/05/08
3764	Hair Cuttery	400	409	Westerly Crossing	143 Franklin Street Unit 2	Westerly	RI	02891-3132	(401) 348-0200	08/12/10
3767	Hair Cuttery	401	475	Shoppes at Heather Glen	2061 E Laraway Road	New Lenox	IL	60451-9507	(815) 463-0255	02/04/09
3770	Hair Cuttery	100	155	Rutherford Crossing	163 Market Street	Winchester	VA	22603-4750	(540) 542-0455	11/22/08
3772	Hair Cuttery	100	144	Annapolis Town Centre at Parole	214 Harker Place Suite 140	Annapolis	MD	21401-3291	(410) 224-9635	01/25/09
3773	Hair Cuttery	201	260	King George Gateway	16432 Consumer Row	King George	VA	22485-5657	(540) 663-3480	05/07/12
3775	Hair Cuttery	303	361	Forum Center	3268 Forum Boulevard Suite 206	Fort Myers	FL	33905-5585	(239) 277-9121	04/16/10
3779	Hair Cuttery	302	391	Beach Village Shopping Center	410 Beach Village Drive	Flagler Beach	FL	32136-3063	(386) 439-5726	08/01/09
3781	Hair Cuttery	401	497	Kendall Marketplace	775 Erica Lane	Yorkville	IL	60560-4733	(630) 553-2267	04/29/09
3783	Hair Cuttery	400	426	Uptown Worthington	50 National Avenue Suite 40C	Malvern	PA	19355	(484) 568-4863	07/10/18
3787	Hair Cuttery	100	155	Fredericktowne Crossing	230 Elizabeth Drive	Stephens City	VA	22655-2764	(540) 868-0100	10/10/08
3793	Hair Cuttery	401	480	Shoppes at Prairie Ridge	9901 77th Street Suite 85C	Pleasant Prairie	WI	53158-1143	(262) 697-9135	05/13/10
3794	Hair Cuttery	302	388	Sodo	25 W. Crystal Lake Street Suite 168	Orlando	FL	32806-4475	(407) 423-8014	03/27/09
3797	Hair Cuttery	302	392	Village Shops of Bellalago	3831 Pleasant Hill Road Space 111	Kissimmee	FL	34746-2952	(407) 847-7735	04/30/09
3799	Hair Cuttery	201	220	Brenneman Farm	4540 Princess Anne Road Unit 1E	Virginia Beach	VA	23462-7962	(757) 467-6445	07/28/09

Salon Id	Brand	Region Cod	District Cod	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
3800	Hair Cuttery	100	155	The Commons	245 Retail Commons Parkway Ste 10	Martinsburg	WV	25403-6178	(304) 263-6791	10/16/09
3805	Hair Cuttery	100	441	Douglas Town Center	173 Holly Road Suite 7C	Gilbertsville	PA	19525-9967	(610) 473-9224	06/15/10
3811	Hair Cuttery	100	144	McHenry Row	1607 Whetstone Way	Baltimore	MD	21230-5154	(410) 685-0516	01/19/12
3813	Hair Cuttery	201	275	Gateway Market Center	98 Stoneridge Drive Suite 5	Ruckersville	VA	22968-3382	(434) 990-0992	09/12/12
3814	Hair Cuttery	302	384	Renaissance Centre	355 E. Altamonte Drive Suite 150C	Altamonte Springs	FL	32701-4407	(407) 331-9720	09/21/09
3821	Hair Cuttery	302	385	Canopy Oak Center	8075 SW Highway 200 Suite 116	Ocala	FL	34481-7823	(352) 237-1115	03/26/10
3822	Hair Cuttery	200	265	Bull Run Plaza	11660 Sudley Manor Drive Suite 50A	Manassas	VA	20109-2842	(703) 369-2015	02/23/10
3824	Hair Cuttery	302	371	Shoppes at Murabella	52 Tuscan Way Suite 201	St Augustine	FL	32092-1850	(904) 940-4432	04/29/10
3827	Hair Cuttery	302	384	University Plaza	4016 N Goldenrod Road Suite 104	Winter Park	FL	32792-8910	(407) 681-0395	07/14/11
3829	Hair Cuttery	100	161	Parkville Shopping Center	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	CT	06340-4271	(860) 405-8352	06/10/10
3832	Hair Cuttery	201	275	Blue Ridge Shopping Center	540 Radford Lane Suite 40C	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) 421-0356	03/24/11
3835	Hair Cuttery	400	409	Killingly Commons	1109 Killingly Common	Dayville	CT	06241-2186	(860) 779-3000	05/27/10
3836	Hair Cuttery	302	371	Nocatee Town Center	110 Marketside Avenue Suite 202	Ponte Vedra	FL	32081-0574	(904) 819-8997	04/12/10
3842	Hair Cuttery	201	231	Shoppes at Spring Creek	49 Market Street	Zion Crossroads	VA	22942-7008	(540) 832-2385	07/14/11
3848	Hair Cuttery	303	378	Wellington Green Commons	2655 State Road 7 Bay 80C	Wellington	FL	33414-9377	(561) 795-4190	07/15/10
3850	Hair Cuttery	401	485	Griffith Court Plaza	100 West Ridge Road Unit 30C	Griffith	IN	46319-1012	(219) 838-7970	06/23/10
3852	Hair Cuttery	401	494	Indian Boundary Road	524 Indian Boundary Road	Chesterton	IN	46304-5507	(219) 926-9600	11/01/10
3857	Hair Cuttery	100	145	Free State Shopping Center	15480 Annapolis Road Suite 21C	Bowie	MD	20715-1803	(301) 805-7967	05/17/10
3858	Hair Cuttery	100	160	Maple Lawn	8194 Westside Boulevard Suite C	Fulton	MD	20758-2587	(301) 490-5842	05/24/11
3859	Hair Cuttery	400	426	Ridley Shopping Center	146 Morton Avenue	Folsom	PA	19033-2510	(610) 237-0300	11/26/12
3860	Hair Cuttery	100	145	Charlotte Hall Square	30320 Triangle Drive Unit 1C	Charlotte Hall	MD	20622-4110	(301) 884-5220	07/14/10
3861	Hair Cuttery	400	404	Arlington Village Shops	1408 Massachusetts Avenue	Arlington	MA	02476-4134	(781) 488-3400	07/01/10
3864	Hair Cuttery	100	155	Purcellville Gateway	150 Purcellville Gateway Dr Ste C	Purcellville	VA	20132-3492	(540) 338-2256	09/20/12
3866	Hair Cuttery	302	384	Hunt Club Corners	554 S. Hunt Club Boulevard	Apopka	FL	32703-4960	(407) 774-6313	08/12/10
3871	Hair Cuttery	100	144	Timonium Square	2159 York Road Suite 3A	Timonium	MD	21093-3110	(410) 308-3434	11/16/12
3872	Hair Cuttery	401	495	Elston Logan	2715 N Elston Avenue	Chicago	IL	60647-2020	(773) 486-4913	05/04/11
3873	Hair Cuttery	400	440	Willingboro Town Center	4364 Route 130	Willingboro	NJ	08046-1461	(609) 877-0510	07/30/10
3880	Hair Cuttery	400	440	Greenleaf at Howell	5321 Route 9 N	Howell	NJ	07731-3753	(732) 901-0475	10/06/16
3882	Hair Cuttery	401	495	Wilson Yards	4434 N Broadway Street	Chicago	IL	60640-5660	(773) 293-4632	03/02/11
3886	Hair Cuttery	302	371	Shoppes at Bartram Park	13820 Old Saint Augustine Rd 145	Jacksonville	FL	32258-5424	(904) 268-5471	08/09/10
3887	Hair Cuttery	302	372	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 81C	Lancaster	PA	17602-1667	(717) 393-3056	01/20/11
3896	Hair Cuttery	100	147	Gateway Hanover	141 Wilson Avenue Suite B	Hanover	PA	17331-1469	(717) 630-3123	11/15/11
3897	Hair Cuttery	302	388	Hollieanna Shopping Center	751 S Orlando Avenue	Winter Park	FL	32788-4844	(407) 622-0054	12/01/11
3899	Hair Cuttery	303	361	Colonial Crossing	4600 Summerlin Road Space A 7	Fort Myers	FL	33919-3005	(239) 938-1930	04/15/11
3900	Hair Cuttery	303	362	Market Square Shopping Center	11732 SW 104th Street	Miami	FL	33186-3601	(305) 279-7942	02/02/12
3902	Hair Cuttery	401	480	Libertyville Crossing	125 N Milwaukee Ave	Libertyville	IL	60048-2233	(847) 549-7225	12/16/10
3904	Hair Cuttery	400	455	Baederwood Shoppes	1623 The Fairway Suite B 103	Jenkintown	PA	19046-1425	(215) 885-1616	07/13/11
3906	Hair Cuttery	400	405	Elmwood Plaza	176 Newington Road Suite D	West Hartford	CT	06110-2358	(860) 523-3221	07/14/11
3910	Hair Cuttery	400	410	Marketplace at Neshaminy	450 Rock Hill Drive	Bensalem	PA	19020-1624	(215) 364-1025	02/01/11
3911	Hair Cuttery	100	144	Hunt Valley Towne Centre	118 Shawan Road Suite 118U	Hunt Valley	MD	21031-1323	(410) 229-0150	01/20/11
3912	Hair Cuttery	400	409	Festival at Hyannis Shopping Center	1070 Iyannough Road	Hyannis	MA	02601-1871	(508) 771-7787	06/01/12
3914	Hair Cuttery	100	143	The Shops at Seneca Meadows	20680 Seneca Meadows Pky Suite A12	Germantown	MD	20876-7022	(301) 540-0495	11/15/13
3917	Hair Cuttery	201	210	Peninsula Town Center	1260 Merchant Lane Suite C102	Hampton	VA	23666-2167	(757) 262-0962	03/10/11
3918	Hair Cuttery	100	147	Queensgate Towne Center	2083 Springwood Road	York	PA	17403-4827	(717) 852-9900	03/15/11
3928	Hair Cuttery	302	390	Cocoplum Village Shops	17213 Tamiami Trail	North Port	FL	34287-7293	(941) 429-0777	08/17/11
3931	Hair Cuttery	400	404	Bunker Hill Mall	5 Austin Street	Charlestown	MA	02129-3502	(617) 886-6006	03/03/11
3938	Hair Cuttery	400	420	Court at Collingswood	668 Haddon Avenue Suite 2	Collingswood	NJ	08108-3704	(856) 833-9100	06/02/11
3941	Hair Cuttery	303	378	Hillsboro Square	210 S Federal Highway	Deerfield Beach	FL	33441-4130	(954) 360-7875	09/22/11
3942	Hair Cuttery	302	385	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 7C	Arlington	VA	22204-2390	(703) 271-0023	01/19/12
3952	Hair Cuttery	400	409	North Haven Pavilion	102 Universal Drive N	North Haven	CT	06473-3117	(203) 234-2300	09/15/11
3955	Hair Cuttery	400	449	Chapel Hill SC	455 Highway 35	Red Bank	NJ	7701	(732) 224-0020	01/25/12
3961	Hair Cuttery	302	390	University Town Center	93 North Cattlemen Road	Sarasota	FL	34243-4704	(941) 358-1295	09/18/11
3962	Hair Cuttery	303	381	Publix at Biscayne	1788 Biscayne Boulevard Space C	Miami	FL	33132-1129	(305) 371-4870	07/25/12
3963	Hair Cuttery	302	386	Westchase Shopping Center	12109 West Linebaugh Ave Ste 206	Tampa	FL	33626-1732	(813) 854-5746	07/10/11
3968	Hair Cuttery	302	390	Lockwood Commons	4262 53rd Avenue East Unit 7	Bradenton	FL	34203-8097	(941) 756-1920	12/06/13
3969	Hair Cuttery	400	450	Valley Gate Shopping Center	271 Easton Road Suite 10C	Warrington	PA	18976-2517	(215) 343-8054	01/28/16
3970	Hair Cuttery	400	426	MacDade Mall	2600 MacDade Blvd Suite 553	Holmes	PA	19043-1300	(610) 237-9500	08/15/13
3972	Hair Cuttery	401	475	Berta Crossing	1009 E Division Street	Coal City	IL	60416-9446	(815) 634-8840	10/27/11
3974	Hair Cuttery	200	250	Danor Plaza	144 Branch Road SE	Vienna	VA	22180-4714	(703) 242-2175	11/15/12
3980	Hair Cuttery	303	381	Airpark Plaza Shopping Center	5719 NW 7th Street	Miami	FL	33126-3105	(305) 266-8777	05/09/12
3981	Hair Cuttery	302	392	Lake Nona Plaza	13832 Narcoossee Road Space B102	Orlando	FL	32832-6962	(407) 313-4664	12/13/13
3982	Hair Cuttery	201	220	Haygood Shopping Center	4509 Haygood Road	Virginia Beach	VA	23455-5523	(757) 460-3982	05/25/12
3983	Hair Cuttery	303	378	Polo Club Shoppes	5030 Champion Boulevard Space F4	Boca Raton	FL	33496-2476	(561) 989-8222	04/26/12
3991	Hair Cuttery	303	381	Holiday Park Plaza	1609 E Sunrise Boulevard	Fort Lauderdale	FL	33304-2326	(954) 779-1113	11/04/11
3993	Hair Cuttery	302	390	River Club Plaza	5770 Ranch Lake Blvd Unit 10E	Bradenton	FL	34202-3718	(941) 755-2888	07/23/13
3996	Hair Cuttery	303	380	Indian Harbour Place	272 E Eau Gallie Boulevard	Indian Harbour Beach	FL	32937-4874	(321) 773-8006	03/27/12
4003	Hair Cuttery	302	386	Bayside Bridge Plaza	1500 North McMullen Booth Rd Ste A15	Clearwater	FL	33759-2529	(727) 726-4003	09/14/12
4004	Hair Cuttery	100	143	Damascus Centre	9809 Main Street Suite 105	Damascus	MD	20872-2015	(301) 253-7110	12/10/12
4014	Hair Cuttery	303	360	Weston Lakes Plaza	314 Indian Trace	Weston	CT	33326-2996	(954) 306-0012	03/06/13
4033	Hair Cuttery	400	409	Norwichtown Commons	42 Town Street Suite 80C	Norwich	CT	06360-2316	(860) 859-1945	03/27/13
4056	Hair Cuttery	303	377	Harbor Point Village	5240 US Highway 1 Unit 101	Vero Beach	FL	32967-7604	(772) 794-1780	08/27/13
4057	Hair Cuttery	303	374	Fifth Avenue Shops	1956 NE 5th Avenue Suite 5	Boca Raton	FL	33431-7772	(561) 417-3377	01/23/13
4063	Hair Cuttery	302	386	North Pointe Plaza	15207 N Dale Mabry Hwy Unit 2E	Tampa	FL	33618-1810	(813) 960-3871	03/08/13
4079	Hair Cuttery	303	381	Shops at Skylake	1668 NE Miami Gardens Drive	North Miami Beach	FL	33179-4900	(305) 957-0006	05/28/13
4080	Hair Cuttery	302	369	Argyle Village	6001 Argyle Forest Drive Suite 2C	Jacksonville	FL	32244-6127	(904) 771-0305	11/19/12
4081	Hair Cuttery	303	363	Fountain Square	9971 W Flagler Street Suite 12C	Miami	FL	33172-1813	(305) 228-4090	05/14/15
4089	Hair Cuttery	100	147	Lancaster Shopping Center	1659-B Liftz Pike	Lancaster	PA	17601-6507	(717) 399-9100	01/22/13
4090	Hair Cuttery	100	144	Green Spring Tower Square	1030 West 41st Street Space F2	Baltimore	MD	21211-1663	(410) 366-1007	08/23/13
4094	Hair Cuttery	302	386	Largo Mall Shopping Center	10500 Ulmerton Road Suite 264	Largo	FL	33771-3537	(727) 581-3920	03/29/13
4095	Hair Cuttery	302	386	Bay Point Plaza	5075 34th Street South	St. Petersburg	FL	33711-4513	(727) 867-1371	09/18/14



Salon Id	Brand	Region Cod	District Co	Salon Name	Street Address	City	State	Zip Code	Phone	Salon Open Date
4096	Hair Cuttery	400	404	Ballardvale Marketplace	206 Ballardvale Street Unit 3	Wilmington	MA	01887-1097	(978) 203-0386	04/10/15
4100	Hair Cuttery	302	389	Stoneybrook Hills Village	6551 North Orange Blossom Trail	Mount Dora	FL	32757-7013	(352) 735-307C	01/20/14
4102	Hair Cuttery	201	260	Cosners Corner	10037 Jefferson Davis Highway	Fredericksburg	VA	22407-9418	(540) 834-0799	04/15/13
4105	Hair Cuttery	401	475	Evergreen Marketplace	9204 S Western Avenue Unit B	Evergreen Park	IL	60805-2500	(708) 346-066C	08/27/15
4107	Hair Cuttery	401	492	Allen and Walton Road Shopping Center	8811 N Allen Road	Peoria	IL	61615-1532	(309) 692-4606	02/14/14
4109	Hair Cuttery	302	390	Publix at Fishhawk Ranch	5624 Fishhawk Crossing Blvd	Lithia	FL	33547-5900	(813) 689-1133	05/27/13
4112	Hair Cuttery	302	385	Publix at Steeplechase	14128 W Newberry Road Suite 6C	Newberry	FL	32669-3447	(352) 332-0051	08/25/16
4115	Hair Cuttery	302	388	Town Park Shopping Center	12231 East Colonial Drive Suite 103	Orlando	FL	32828-4759	(407) 281-4845	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
4120	Hair Cuttery	400	404	Daniel Webster Plaza	8 Spit Brook Road Unit 4	Nashua	NH	03060-6924	(603) 888-0311	05/29/13
4123	Hair Cuttery	201	225	White Oak Village	4501 S Laburnum Ave Suite 21C	Richmond	VA	23231-2491	(804) 222-1706	08/15/13
4124	Hair Cuttery	400	456	Cross Keys Landing	500 Berlin Cross Keys Road Space C	Sicklerville	NJ	08081-4355	(856) 728-0015	05/22/14
4133	Hair Cuttery	400	420	Ritz Center	910 Haddonfield Berlin Road Suite 4	Voorhees	NJ	08043-3503	(856) 566-659C	08/04/13
4136	Hair Cuttery	201	216	Chesapeake Square Place	2400 Chesapeake Square Ring Rd 103	Chesapeake	VA	23321-2150	(757) 488-020C	07/08/14
4141	Hair Cuttery	302	371	Deerwood Lake Commons	4320 Deerwood Lake Plwy Suite 104	Jacksonville	FL	32216-1180	(904) 997-204C	12/13/13
4147	Hair Cuttery	201	260	Bristow Center	10294 Bristow Center Drive	Bristow	VA	20136-2202	(703) 257-560C	12/03/13
4149	Hair Cuttery	100	145	Market Square Retail Center	912 Costley Way	Prince Frederick	MD	20678-3183	(410) 414-210C	10/15/13
4155	Hair Cuttery	100	144	Foundry Row	10010 Reisterstown Road Suite 2C	Owings Mills	MD	21117-3815	(410) 581-4905	01/23/17
4156	Hair Cuttery	200	249	Fordson Place	7709 Fordson Road Suite 103	Alexandria	VA	22306-2835	(703) 360-314E	02/28/14
4161	Hair Cuttery	303	374	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	Miera 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) 847-3475	01/23/17
4164	Hair Cuttery	400	440	Wishing Well Plaza	1817 Mount Holly Road Store Bf	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) 792-8905	04/07/14
4167	Hair Cuttery	201	210	Suffolk Main Street Shoppes	1202 North Main Street Suite 16C	Suffolk	VA	23434-4363	(757) 934-963C	01/07/14
4169	Hair Cuttery	401	465	Glen Gate Shopping Center	77 Waukegan Road	Glenview	IL	60025-5154	(847) 486-8255	04/16/15
4170	Hair Cuttery	201	231	5th Street Station	435 Merchant Walk Square Bldg 900 Ste 10C	Charlottesville	VA	22902-6510	(434) 872-009E	11/29/16
4172	Hair Cuttery	201	225	Southgate Square	56 Southgate Square	Colonial Heights	VA	23834-3611	(804) 479-3682	02/21/14
4177	Hair Cuttery	400	404	Point Development	505 Constitution Avenue	Littleton	MA	01460-1140	(978) 339-5096	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
4182	Hair Cuttery	100	110	Annapolis Plaza Hair Cuttery	150 Jennifer Road Suite C	Annapolis	MD	21401-3044	(410) 224-4467	09/08/14
4183	Hair Cuttery	100	143	Downtown Crown	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) 258-010C	08/15/14
4187	Hair Cuttery	201	260	Heritage Marketplace	13877 Heathote Blvd	Gainesville	VA	20155-3342	(703) 753-2115	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 Landring Shopping Center	24630 Dulles Landing Drive Unit 115	Dulles	VA	20166-2625	(571) 349-386E	10/20/15
4190	Hair Cuttery	200	235	Courthouse	2020 Wilson Boulevard Retail A2	Arlington	VA	22201-3076	(703) 528-220C	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
4197	Hair Cuttery	200	250	Avenir Place	2672 Avenir Place Space I	Vienna	VA	22180-7193	(703) 876-679C	05/23/16
4200	Hair Cuttery	201	210	Marketplace at Tech Center	12080 Jefferson Avenue Suite 925	Newport News	VA	23606-4323	(757) 881-980C	09/23/15
4204	Hair Cuttery	201	226	Shoppes at Reynolds Crossing	7000 Forest Avenue Suite 200	Richmond	VA	23230-1736	(804) 288-070E	05/11/15
4205	Hair Cuttery	302	385	Pinellas Plaza	2526 Burnsted Boulevard C	The Villages	FL	32163-2704	(352) 689-2005	11/21/14
4207	Hair Cuttery	400	426	Brandywine Mills	1751 Wilmington Pike Suite C2	Glen Mills	PA	19342-4301	(484) 840-8373	03/03/16
4208	Hair Cuttery	302	390	Causeway Shoppes	10963 Causeway Boulevard Suite B	Brandon	FL	33511-1997	(813) 571-8045	10/31/14
4219	Hair Cuttery	400	409	Nyles Standish Plaza	123 Samoset Street Suite A-137	Plymouth	MA	02360-4801	(508) 746-820C	05/18/17
4228	Hair Cuttery	100	145	Laurel Towne Centre	14720 Baltimore Avenue Suite 10E	Laurel	MD	20707-4871	(301) 490-111C	01/30/15
4231	Hair Cuttery	400	449	Middle Brook Shopping Center	611 West Union Avenue Suite 12	Bound Brook	NJ	08805-1165	(732) 627-902C	09/23/14
4233	Hair Cuttery	100	160	Eldersburg Commons	6400 Ridge Road	Sykesville	MD	21784-6248	(410) 795-2002	12/06/16
4234	Hair Cuttery	401	465	Northshore 77C	778 N Skokie Boulevard C	Northbrook	IL	60062-2805	(847) 559-8155	02/12/16
4237	Hair Cuttery	400	450	Hamilton Crossing	707 N Krocks Rd Suite 103	Allentown	PA	18106-9076	(610) 395-343C	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
4246	Hair Cuttery	302	385	Publix Shops at Inverness	1070 West Main Street	Inverness	FL	34450-4636	(352) 560-0017	03/10/15
4248	Hair Cuttery	400	409	Gulford Commons	1919 Boston Post Road Unit 20C	Gulford	CT	06437-4369	(203) 453-1382	10/20/16
4256	Hair Cuttery	303	360	Tower Shops	2278 S University Drive	Davie	FL	33324-5852	(954) 472-1113	04/14/16
4258	Hair Cuttery	400	457	Shoppes at Wfssinoming	5597 Tulip Street Space B2	Philadelphia	PA	19124-1562	(215) 744-3659	05/08/18
4259	Hair Cuttery	302	386	Shoppes at Trinity Lakes	12478 State Road 54	Odessa	FL	33556	(772) 375-2887	05/13/16
4261	Hair Cuttery	201	226	West Broad Marketplace	12232 West Broad Street	Henrico	VA	23233-1062	(804) 360-3292	08/15/17
4262	Hair Cuttery	201	216	Ghent Station Shopping Center	924 W 21st Street Suite 101	Norfolk	VA	23517-1516	(757) 533-9222	07/13/15
4265	Hair Cuttery	303	381	1600 Commons	1520 North Federal Highway	Fort Lauderdale	FL	33305	(954) 563-4376	11/29/16
4269	Hair Cuttery	302	390	The Shoppes of South Dale	4031 S Dale Mabry Highway Suite A 20C	Tampa	FL	33611	(813) 348-420C	01/19/17
4272	Hair Cuttery	401	491	Bloomington Court	318 W Army Trail Rd Ste 10C	Bloomington	IL	60108-5615	(630) 295-863C	05/01/18
4274	Hair Cuttery	200	235	Barcroft Plaza	6345 Columbia Pike	Falls Church	VA	22041-1224	(703) 333-590C	10/13/15
4276	Hair Cuttery	200	232	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) 456-7105	03/10/16
4280	Hair Cuttery	100	144	Festival at Woodholme	1809 Reisterstown Road Suite 137	Pikesville	MD	21208	(410) 653-4161	10/15/15
4283	Hair Cuttery	400	426	King of Prussia Town Center	230 Village Drive Suite 10C	King of Prussia	PA	19406	(484) 322-240E	10/13/16
4284	Hair Cuttery	302	386	River Walk Shopping Center	11344 Ridge Road	New Port Richey	FL	34654-5309	(727) 232-253C	06/20/17
4286	Hair Cuttery	303	360	Pembroke Crossing	11964 Pines Blvd	Pembroke Pines	FL	33026-4127	(954) 392-3934	11/19/15
4288	Hair Cuttery	100	148	Shoppes at Westown	5699 Middletown-Warwick Roac	Middletown	DE	19709	(302) 378-856E	01/10/17
4289	Hair Cuttery	200	265	Saratoga Shopping Center	8082 Rolling Road	Springfield	VA	22153-2928	(703) 455-0397	07/11/16
4292	Hair Cuttery	303	377	First Merritt Center	125 E Merritt Island Causeway Ste 209	Merritt Island	FL	32952-3680	(321) 452-7992	01/05/17
4293	Hair Cuttery	302	388	Lae Vista Promenade	6817 Eagle Watch Drive Suite 25C	Orlando	FL	32822-2321	(407) 857-8111	09/16/16
4294	Hair Cuttery	302	390	Rivercrest Commons	11442 South US Highway 301	Riverview	FL	33569	(813) 672-340C	02/23/17
4302	Hair Cuttery	201	216	Edinburgh North Shopping Center	200 Carmichael Way Suite 61C	Chesapeake	VA	23322	(757) 421-254C	03/17/16
4305	Hair Cuttery	303	380	Pineapple Commons	2509 NW Federal Highway	Stuart	FL	34994	(772) 692-9425	12/01/16
4306	Hair Cuttery	100	110	Magothy Gateway	147 Ritchie Hwy Suite B	Severna Park	MD	21146	(410) 647-670C	05/16/17
4309	Hair Cuttery	100	161	Nottingham Commons	5207B Campbell Boulevard	Nottingham	MD	21236-5047	(410) 933-6791	11/09/16
4312	Hair Cuttery	302	383	Dunlawn Square	3841 South Nova Road	Port Orange	FL	32127	(386) 760-358E	05/10/16
4315	Hair Cuttery	302	386	Seminole City Center	7756 113th Street North Suite C	Seminole	FL	33772	(727) 319-2041	04/05/17
4319	Hair Cuttery	400	449	Center Square Commons	920 Dekalb Pike Suite 12C	Blue Bell	PA	19422-1810	(610) 272-3194	05/01/18
4325	Hair Cuttery	100	155	Crosspoint Shopping Center	17251 Cole Road	Hagerstown	MD	21740	(301) 582-029E	10/05/16
4327	Hair Cuttery	201	275	Waynesboro Town Center	760 Town Center Drive Space E	Waynesboro	VA	22980-9266	(540) 943-4814	09/01/16
4331	Hair Cuttery	201	231	Shops at Stonefield	3918 Lenox Avenue Suite 41C	Charlottesville	VA	22901-2860	(434) 964-0395	12/06/16
4340	Hair Cuttery	100	161	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) 597-361C	10/30/19

Salon Id	Brand	Region Code	District Code	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 B15C	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	(317) 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 23C	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) 471-5626	04/24/19
4423	Hair Cuttery	201	275	Shops at Stonewall	8053 Stonewall Shops Square Ste E3	Gainesville	VA	20155-3890	(703) 753-9506	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	409	Millford Crossing	128 Medway Road Unit 7	Millford	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**

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

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

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

**Disclosure Schedule 3.8**

Labor Relations

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

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

**Disclosure Schedule 3.9**

Brokers

None.

**Disclosure Schedule 3.10**

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 NRRCR - 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      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
- 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



**Disclosure Schedule 3.12(c)**

Knowledge of Sellers

None.

**Disclosure Schedule 3.13**

## Owned Intellectual Property

Registered Trademarks

As of 10/8/2019

CREATIVE HAIRDRESSERS, INC.						
TM/SM NAME	APP No.	STATUS	APPLICATION FILING DATE	REGISTRATION 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
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)	86/413080	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 DYNAMIC 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	2426653	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)	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			
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	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	3606716	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
PHO FREEZE	85/553862	REGISTERED	2/27/2012	12/24/2013	4455688	9/9/2020
SALON CIBU	88517223	PENDING	7/16/2019			
SALON CIELO	76/256531	REGISTERED	5/11/2001	6/10/2003	2725342	6/10/2023


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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	7/26/2025
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	76/090456	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.						
TM/SM NAME	APP No.	STATUS	APPLICATION FILING DATE	REGISTRATION 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	Classes	App. Number	App. Date	Reg. Number	Reg. Date
United States	<a href="#">BUBBLES SALON and Design</a> 	42	76096748	July 26, 2000	2831134	April 13, 2004
United States	<a href="#">CIBU WATER LILY</a>	3	85111297	August 19, 2010	4272658	January 8, 2013

Maryland	<a href="#">THE HAIR CUTTERY</a>	42			MD S1826	February 20, 1987
Mexico	<a href="#">BUBBLES</a>	44	M1169912	April 8, 2011	1234383	August 22, 2011
Mexico	<a href="#">HAIR CUTTERY</a>	35	M1175482	May 4, 2011	1264305	February 1, 2012
Mexico	<a href="#">HAIR CUTTERY</a>	44	M1175480	May 4, 2011	1338190	December 13, 2012
Mexico	<a href="#">HAIR CUTTERY</a>	44	M1169919	April 8, 2011	1236839	September 6, 2011
Mexico	<a href="#">SALON CIELO</a>	44	M1169917	April 8, 2011	1234384	August 22, 2011

Copyright

Registered US Copyright:

Title	Reg. No.	Reg. Date	Copyright Claimant
Colorwork Salon 2001 design	VAu000594275	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	

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	
bubblesalons.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	
bubbleshairstalons.com		3/23/2021	
bubblesalon.com		3/23/2021	
besthairadvice.com		3/26/2021	
haircuttery.net		3/28/2021	
myhccess.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

**Disclosure Schedule 3.14**

Compliance with Laws

To be Supplemented.

**Disclosure Schedule 3.16**

## 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::

	<u>As of 3/28/20</u>	<u>2018</u>
Due from (to) affiliates:		
Louis Creative Hairdressers, Inc.	\$ (5,025,642)	\$ (4,978,568)
Salon Plaza, LLC		-
Salon Plaza Enterprises, LLC	(204,401)	(77,866)
PMGW, LLC	17,765	105,354
	<u>\$ (5,212,278)</u>	<u>\$ (4,951,080)</u>
	<u>As of 3/28/20</u>	<u>2019</u>
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 ADKLR, 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 ADKLR, 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 B

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
1	120	HC BURKE TOWN CENTER	VA	\$11,710.86*
2	123	HC STONEY POINT	VA	\$8,640.17*
3	136	HC GRANT AND THE BLVD	PA	\$0
4	137	HC HUNTER MILL PLAZA	VA	\$6,653.49
5	144	HC BOND SC	PA	\$18,704.61*
6	146	HC NORTH PLAZA MALL	MD	\$0
7	147	HC STAPLES MILL PLAZA	VA	\$0
8	148	HC ABINGTON	PA	\$12,475.02*
9	150	HC VALLEY FORGE	PA	\$10,493.08*
10	152	HC STONEY CREEK	PA	\$12,017.49*
11	157	HC BROADDALE	VA	\$0
12	172	HC FLOURTOWN	PA	\$5,980.46
13	174	HC ROOSEVELT MALL	PA	\$26,553.96*
14	180	HC DEON SQUARE	PA	\$0
15	181	HC LAWRENCE PARK	PA	\$7,610.13
16	187	HC PARK PLAZA SEVERNA	MD	\$0
17	190	HC FRANKFORD PLACE	PA	\$7,727.73*
18	193	HC OAK SPRINGS	VA	\$10,153.24*
19	408	HC SEVEN CORNERS	VA	\$0
20	412	HC HAMPTON PLAZA	VA	\$0
21	419	HC PARK 'N SHOP	VA	\$0
22	438	HC ELLICOTT PLAZA	MD	\$0
23	441	HC MARTIN PLAZA	MD	\$14,327.18
24	442	HC OLD KEENE MILL	VA	\$6,967.10
25	445	HC VAN DORN	VA	\$0
26	452	HC LEESBURG PIKE	VA	\$0

<sup>1</sup> In accordance with the terms of the Sale Order, the Cure Amounts set forth herein shall be paid (i) on or as soon as practicable after the Closing or (ii) on the date agreed upon by the Buyers and the counterparty to the relevant executory contract or unexpired lease, as applicable.

<sup>2</sup> An asterisk (\*) next to a Cure Amount indicates that such amounts are disputed or there are ongoing discussions between the Buyers and the counterparty to the relevant executory contract or unexpired lease, as applicable. To the extent that the Cure Amounts set forth herein are disputed or the subject of ongoing discussions, and a resolution is not reached between the Buyers and the counterparty to the relevant unexpired lease before June 8, 2020, the dispute will be scheduled for hearing by the Court.

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
27	454	HC OWEN BROWN VILLAGE CENTER	MD	\$0
28	459	HC VIENNA	VA	\$0
29	465	HC MERRITT MANOR SC	MD	\$0
30	468	HC BURKE VILLAGE	VA	\$0
31	469	HC CONGRESSIONAL PLAZA	MD	\$18,592.99
32	472	HC BASSING OFFICE	VA	\$0
33	475	HC GREENWAY CENTER	MD	\$10,847.82
34	476	HC FULLTERTON PLAZA	MD	\$16,123.24
35	481	HC EXPO SQUARE	MD	\$0
36	482	HC BELTWAY PLAZA	MD	\$18,432.11
37	494	HC LEESBURG PLAZA	VA	\$5,793.76
38	499	HC PICKETT	VA	\$13,652.54
39	601	HC COMMERCIAL BOULEVARD SC	FL	\$0
40	605	HC COCONUT CREEK	FL	\$9,099.76*
41	1013	HC BRADLEE	VA	\$25,168.94*
42	1045	HC TOWNMALL OF WESTMINSTER	MD	\$0
43	1087	HC JANAF	VA	\$0
44	1088	HC KEMPS RIVER CROSSING	VA	\$0
45	1097	HC SNYDER PLAZA	PA	\$15,742.75*
46	1171	HC FREDERICK SC	MD	\$24,355.76*
47	1184	HC CENTRE POINT	PA	\$0
48	1186	HC COLLEGE SQUARE	DE	\$16,714.17*
49	1205	HC CROSS KEYS PLACE	PA	\$0
50	1217	HC WOODFORD SQUARE	VA	\$0
51	1223	HC SPOTSYLVANIA CROSSING SC	VA	\$0
52	1228	HC DOUBLE TREE	NJ	\$0
53	1238	HC KINGSTOWNE CENTER	VA	\$0
54	1249	HC PORT RICHMOND	PA	\$14,833.86*
55	1250	HC WESTPARK CENTER	VA	\$8,896.74*
56	1251	HC BARRACKS ROAD	VA	\$10,838.99
57	1253	HC SPOTTSWOOD VALLEY SQUARE	VA	\$0
58	1284	HC ASPEN HILL SC	MD	\$0

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
59	1285	HC CONSTANT FRIENDSHIP SC	MD	\$0
60	1287	HC COLONIAL PALMS	FL	\$14,951.50*
61	1302	HC YORK RIVER CROSSING	VA	\$2,254.33
62	1312	HC OAK HILL	FL	\$6,747.63*
63	1313	HC WHITELAND	PA	\$0
64	1333	HC ARDMORE WEST SC	PA	\$21,092.24*
65	1337	HC LARCHMONT	NJ	\$10,968.95*
66	1341	HC CASSELBERRY COLLECTION	FL	\$0
67	1345	HC CROSS KEYS CENTER	NJ	\$15,535.96*
68	1352	HC VILLAGE CENTER SULLY STA	VA	\$0
69	1359	HC GOVERNOR'S SQUARE	DE	\$9,825.00*
70	1367	HC GAITWAY PLAZA	FL	\$8,760.68*
71	1369	HC WEST TOWNE CORNERS	FL	\$16,067.22*
72	1387	HC MAPLEDALE PLAZA	VA	\$0
73	1389	HC HARLEYSVILLE	PA	\$8,336.48*
74	1394	HC MARKETPLACE HUNTINGDON	PA	\$0
75	1395	HC SOUDERTON SQUARE	PA	\$0
76	1405	HC WEST VOLUSIA	FL	\$7,390.90*
77	1406	HC NEW SMYRNA BEACH	FL	\$6,885.24*
78	1407	HC ST JOHNS PLAZA	FL	\$4,331.17*
79	1421	HC OPITZ CROSSING	VA	\$0
80	1460	HC SHOPS AT THE GLEN	VA	\$12,534.21
81	1492	HC GOVERNOR PLAZA	MD	\$4,245.78
82	1509	HC PRICE'S CORNER	DE	\$0
83	1540	HC BAY SHORE MALL	NJ	\$7,244.31*
84	1542	HC RAYMOUR & FLANIGAN PLAZA	NJ	\$16,313.63*
85	1593	HC DOMINION SQUARE	VA	\$0
86	1634	HC COURT AT DEPTFORD	NJ	\$8,189.02*
87	1636	HC SHOPPES AT EASTON	MD	\$11,922.63
88	1663	HC COLONNADE AT UNION MILL	VA	\$0
89	1706	HC HADDON SHOPS	NJ	\$0
90	1716	HC KENTLANDS SQUARE	MD	\$0
91	1740	HC MAPLEWOOD PLAZA	FL	\$13,540.37

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
92	1750	HC GARDEN SQ CENTER	FL	\$10,259.82
93	1758	HC ANDORRA SC	PA	\$13,802.51
94	1762	HC RIO GRANDE PLAZA	NJ	\$11,491.95*
95	1789	HC ENCHANTED FOREST	MD	\$17,387.88
96	1803	HC ABERDEEN MARKETPLACE	MD	\$10,233.00*
97	1805	HC SHOPS AT WINDSOR GREEN	NJ	\$25,181.79*
98	1827	HC TYSONS SQUARE	VA	\$9,135.95*
99	1828	HC BETHESDA AVENUE	MD	\$12,060.32
100	1830	HC NORTHGATE SC	FL	\$9,258.69*
101	1842	HC HARBOUR POINTE VILLAGE	VA	\$0
102	1850	HC FRANKLIN FARM VILLAGE	VA	\$0
103	1866	HC BERLIN CIRCLE PLAZA	NJ	\$0
104	1870	HC FAIR LAKES CENTER	VA	\$0
105	1873	HC CASCADES MARKETPLACE	VA	\$0
106	1875	HC NORTH PENN MARKETPLACE	PA	\$9,570.33*
107	1876	HC CROSSWAY CENTER	VA	\$0
108	1879	HC CUMBERLAND CROSSING	NJ	\$0
109	1884	HC CORAL RIDGE PLAZA	FL	\$8,234.15*
110	1900	HC HORSHAM POINT SC	PA	\$11,071.62
111	1902	HC LEE CENTER	VA	\$0
112	1909	HC TUSCAWILLA BEND	FL	\$0
113	1910	HC OAKWOOD PLAZA	FL	\$12,644.31
114	1916	HC WEKIVA PLAZA	FL	\$4,675.18*
115	1919	HC NEWTOWN SQUARE	PA	\$10,075.34
116	1924	HC BUTLER PLAZA	FL	\$13,151.74*
117	1930	HC HOMESTEAD TOWNE SQUARE	FL	\$8,697.44
118	1941	HC WESTPORT SQUARE	FL	\$9,616.86*
119	1962	HC ELLISBURG CIRCLE	NJ	\$5,194.13
120	1963	HC JEFFERSON CROSSING	WV	\$14,431.70*
121	1964	HC PERKASIE SQUARE	PA	\$9,675.75*
122	1969	HC ASHBURN VILLAGE	VA	\$0
123	1977	HC WHITMAN PLAZA	PA	\$13,870.89*

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
124	1979	HC EDGEWATER COMMONS	FL	\$6,559.52*
125	1980	HC LANGHORNE SQUARE	PA	\$4,764.69
126	1985	HC KENDALL LAKES MALL	FL	\$11,226.54
127	1991	HC LARKINS CORNER SC	PA	\$10,928.94*
128	1992	HC BOULEVARD CENTER	PA	\$0
129	1998	HC HAMMONTON SQUARE	NJ	\$0
130	2002	HC GREEN OAK SC	IL	\$6,476.78*
131	2003	HC GOLF CENTER	IL	\$7,519.06*
132	2030	HC SCHAUMBURG PLAZA	IL	\$11,474.64*
133	2039	HC RANDALL PLAZA	IL	\$0
134	2045	HC FAIRFAX TOWN CENTER	VA	\$18,772.97*
135	2055	HC HOLIDAY PLAZA	IL	\$0
136	2057	HC SHORT PUMP CROSSING SC	VA	\$0
137	2058	HC MONTICELLO MARKETPLACE	VA	\$0
138	2065	HC HAMILTON PLAZA	NJ	\$17,760.28*
139	2069	HC WILLA SPRINGS	FL	\$7,521.57*
140	2070	HC GREAT NECK VILLAGE	VA	\$0
141	2075	HC BROADVIEW VILLAGE SQUARE	IL	\$11,616.99*
142	2082	HC WEST GOSHEN SC	PA	\$0
143	2084	HC WOODLAND SC	FL	\$8,596.68*
144	2085	HC INDIAVISTA SC	FL	\$8,520.00*
145	2086	HC PLANTATION GROVE	FL	\$14,109.68*
146	2104	HC WELLEBY CENTER	FL	\$0
147	2124	HC HAGERSTOWN COMMONS	MD	\$0
148	2133	HC WEST GRANADA CENTER	FL	\$8,713.47*
149	2148	HC MAPLELAWN VILLAGE CENTER	PA	\$0
150	2152	HC SHADOWOOD SQUARE	FL	\$15,676.86*
151	2178	HC KENSINGTON TRIANGLE	MD	\$11,754.42*
152	2186	HC MCHENRY GROUNDS	IL	\$0

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
153	2189	HC OLD ST AUGUSTINE	FL	\$11,866.89
154	2191	HC VIZCAYA SQUARE	FL	\$0
155	2199	HC SHOPPES AT LIONVILLE STA	PA	\$0
156	2202	HC LOGAN SQUARE	PA	\$0
157	2204	HC TOWN SQUARE	NJ	\$0
158	2206	HC HILLCREST SC	IL	\$6,466.00*
159	2209	HC WRANGLEBORO CONSUMER SQ	NJ	\$11,195.49*
160	2211	HC MARKET SQUARE	DE	\$0
161	2217	HC FLEMING ISLAND SC	FL	\$7,746.00*
162	2252	HC FASHION SQUARE SC	NJ	\$10,410.78
163	2254	HC MARKETPLACE CHEWS LANDING	NJ	\$0
164	2268	HC LOEHMANN'S PLAZA AT THALIA	VA	\$0
165	2289	BUBBLES SPECTRUM RESTON	VA	\$0
166	2329	HC CROSSROADS PLAZA	PA	\$0
167	2330	HC OXFORD OAKS SC	PA	\$22,312.01*
168	2337	HC COLONIAL MARKET CENTER	FL	\$0
169	2343	HC LAKE MONTCLAIR CENTER	VA	\$0
170	2350	HC WATER TOWER PLAZA	IL	\$5,866.45*
171	2353	HC CARY COURT	VA	\$0
172	2368	HC COBBLESTONE CROSSING	FL	\$10,387.59*
173	2376	HC CHIMNEY LAKES VILLAGE	FL	\$0
174	2385	HC HIGHLAND GROVE CENTER	IN	\$15,568.11*
175	2396	HC CHURCHILL SQUARE	FL	\$10,457.25*
So	2404	HC THREE MEADOWS PLAZA	FL	\$0
177	2406	HC TINLEY PARK COMMONS	IL	\$5,434.54*
178	2410	HC EDGMONT SQUARE	PA	\$9,300.78*
179	2416	HC STATLER SQUARE	VA	\$9,267.88*
180	2419	HC SAWGRASS SQUARE	FL	\$7,796.26*
181	2430	HC COQUINA PLAZA	FL	\$13,249.83*



NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
182	2437	HC BIG ELK MALL	MD	\$0
183	2445	HC MILL POND VILLAGE	NJ	\$9,420.56
184	2447	HC PEACOCK CENTER	MD	\$0
185	2455	HC KINGSBROOK CROSSING	MD	\$0
186	2460	HC PUBLIX LAKE FOREST	FL	\$5,699.76*
187	2461	HC SUNCREST VILLAGE	FL	\$9,181.65*
188	2465	HC RIVER HILL VILLAGE CENTER	MD	\$19,081.38
189	2478	HC NELSON PLAZA	IL	\$0
190	2481	HC WINSTON PARK SC	FL	\$0
191	2482	HC PUBLIX PLAZA	FL	\$6,562.54*
192	2491	HC RIVERSIDE SC	MD	\$10,201.23*
193	2498	HC LEE HARRISON SC	VA	\$14,189.02*
194	2503	HC PRAIRIE POINT SC	IL	\$0
195	2507	HC NORTH RIVERSIDE SC	IL	\$10,715.67*
196	2509	HC CENTENNIAL PLAZA	IL	\$0
197	2513	HC VIRGINIA GATEWAY	VA	\$16,555.06*
198	2531	HC VILLAGE AT GAP	PA	\$0
199	2535	HC POTOMAC YARD CENTER	VA	\$22,480.77
200	2545	HC SHOPPES AT WINDMILL PLACE	IL	\$5,771.58*
201	2553	HC NEWTOWN SHOPPING CENTER	PA	\$10,571.75*
202	2560	HC DADELAND STATION	FL	\$13,609.15
203	2564	HC SPRING HOUSE VILLAGE	PA	\$12,226.62*
204	2608	HC HARTFORD PLAZA	NJ	\$14,316.68*
205	2612	HC LAKE MARY VILLAGE SC	FL	\$9,127.01*
207	2683	HC WOODSTOCK RETAIL CENTER	IL	\$12,451.31*
208	2685	HC ELMHURST CROSSING	IL	\$13,182.63*
209	2692	HC HOME DEPOT PLAZA	PA	\$0
210	2696	HC PUBLIX DORAL ISLES	FL	\$8,253.96*
211	2728	HC LIGHTHOUSE PLAZA	DE	\$10,014.82*
212	2734	HC BEACON CENTER	VA	\$0
213	2756	HC BROOKSIDE PLAZA	IL	\$0
214	2766	HC DUNES PLAZA	IN	\$0

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
215	2767	HC SCHERERVILLE PLAZA	IN	\$9,600.00*
216	2772	HC EAST LINCOLNWAY	IL	\$4,935.00*
217	2775	HC KROGER CENTER	IL	\$7,367.76*
218	2785	HC SANGAMON CENTER NORTH	IL	\$130.12*
219	2790	HC MARKETPLACE AT NICKERSON	VA	\$8,840.65*
220	2792	HC SHOPS AT TOWN CENTER	MD	\$20,115.6*
221	2810	HC PORTAGE CROSSINGS	IN	\$0
222	2815	HC STONEBROOK PLAZA	IL	\$9,879.90*
223	2818	HC POST COMMONS	FL	\$9,399.72*
224	2832	HC REEDY BRANCH COMMONS	FL	\$5,941.26*
225	2835	HC WINDOVER SQUARE	FL	\$10,599.22*
226	2846	HC DEERFIELD TOWN SQUARE	FL	\$9,997.52*
227	2848	HC APPLE BLOSSOM CORNERS	VA	\$11,086.51*
228	2849	HC VILLAGE CROSSING	IL	\$8,882.12*
229	2853	HC KING FARM VILLAGE CENTER	MD	\$11,367.61*
230	2854	HC FIRST COLONY CENTER	MD	\$14,487.63*
231	2856	HC RED MILL COMMONS	VA	\$9,487.54
232	2865	HC WOOD GROVE FESTIVAL	IL	\$1,808.00
233	2870	HC JULINGTON VILLAGE SC	FL	\$9,129.12*
234	2871	HC LAKE SHORE PLAZA	MD	\$11,779.92*
235	2902	HC RYDER CROSSING	NJ	\$0
236	2903	HC SUMMERFIELD SHOPPING CENTER	NJ	\$0
237	2917	HC ROLLING CROSSING	IL	\$0
238	2924	HC GIANT MARKETPLACE	PA	\$0
239	2925	HC PUBLIX KINGS RIDGE	FL	\$7,037.94*
240	2931	HC HARBOUR VIEW STATION EAST	VA	\$5,578.04*
241	2937	HC HOLLAND WINDSOR CROSSING	VA	\$0

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
242	2950	HC PLANTATION TOWN SQ	FL	\$10,363.83*
243	2962	HC VILLAGE AT WAUGH CHAPEL	MD	\$0
244	2969	HC HANOVER CROSSING	PA	\$0
245	2976	HC SHOPPES AT STONEY CREEK	IL	\$0
246	2981	HC BAYSIDE LAKES	FL	\$0
247	2983	HC RANDHURST CROSSING	IL	\$0
248	2988	HC POQUOSON COMMONS	VA	\$10,446.55*
249	2990	HC SHOPPES OF PALM BAY	FL	\$9,413.69*
250	2991	HC SUNTREE SQUARE	FL	\$0
251	2992	HC INDIAN RIVER	FL	\$0
252	2995	HC SHOPPES AT ST LUCIE WEST	FL	\$15,173.84*
253	2997	HC SHOPPES JONATHANS LANDING	FL	\$10,334.70*
254	2998	HC VALPARAISO MKTPL	IN	\$9,473.97*
255	3058	HC PRAIRIE MEADOWS SHOP CENTER	IL	\$0
256	3081	HC BELLE TERRE CROSSING	FL	\$10,765.56*
257	3088	HC KROGER PLAZA STREATOR	IL	\$0
258	3092	HC PLAZA DEL PARAISO	FL	\$7,388.32*
259	3098	HC PRIMA VISTA CROSSING	FL	\$5,972.54*
260	3104	HC LEBANON VALLEY MALL	PA	\$0
261	3112	HC SHOPS OF ORLAND PARK	IL	\$0
262	3115	HC HAMILTON MARKETPLACE	NJ	\$18,196.96*
263	3120	HC SHOPS AT ST JOHN	IN	\$0
264	3122	HC LAPORTE PLAZA	IN	\$7,226.71*
265	3125	HC CARLISLE COMMERCE CENTER	PA	\$0
266	3126	HC EAST PENN CENTER	PA	\$0
267	3129	HC SHREWSBURY	PA	\$11,624.18

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
268	3144	HC LYNNHAVEN SQUARE	VA	\$0
269	3145	HC RIO HILL SC	VA	\$8,643.96*
270	3156	HC PINE GROVE PLAZA	NJ	\$0
271	3160	HC CHAMPIONS GATE	FL	\$12,069.14*
272	3164	HC ST ANDREWS CENTER	FL	\$6,121.02*
273	3166	HC COLLEGE PARK NBD	FL	\$11,149.02*
274	3177	HC FALLSGROVE VILLAGE	MD	\$0
275	3179	HC HIALEAH MERCADO SC	FL	\$0
276	3188	HC BERKSHIRE PLACE	IL	\$0
277	3189	HC DYER TOWNE CENTER	IN	\$8,159.28*
278	3190	BUBBLES ANNAPOLIS HARBOR	MD	\$0
279	3197	HC SHOPS AT MONOCACY	MD	\$17,311.80
280	3216	HC WEST POINT COMMONS	FL	\$9,180.66*
281	3217	HC COBBLESTONE VILLAGE	FL	\$16,493.61*
282	3227	HC STAFFORD MARKETPLACE	VA	\$13,531.05
283	3240	HC SUGAR GROVE	IL	\$0
284	3243	HC UNIVERSITY CROSSING	IN	\$6,997.40*
285	3254	BUBBLES FAIRFAX CORNER	VA	\$0
286	3256	HC RIVANNA RIDGE	VA	\$0
287	3258	HC PLAZA ALEGRE	FL	\$13,496.72*
288	3265	HC AVENTURA TOWN PLAZA	FL	\$0
289	3271	HC PRAIRIE CROSSING	IL	\$14,369.81*
290	3290	HC SPRING HILL MEADOWS SC	IL	\$0
291	3291	HC PLAZA AT BUFFALO GROVE	IL	\$9,527.02*
292	3296	HC CENTERTON SQUARE	NJ	\$11,182.56*
293	3303	HC DUNKIRK GATEWAY	MD	\$0
294	3323	HC COLUMBIA PALACE PLACE	MD	\$0

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
295	3329	HC LOCKPORT JEWEL OSCO SC	IL	\$0
296	3340	HC BALDWIN PARK VILLAGE CENTER	FL	\$0
297	3341	HC ST JOHNS TOWN CENTER	FL	\$0
298	3346	HC DUVAL STATION	FL	\$8,233.38*
299	3353	HC VALLEY SQ AT BUCKS COUNTY	PA	\$8,657.44*
300	3364	HC ST CLOUD COMMONS	FL	\$0
301	3365	HC COBBLESTONE VILLAGE	FL	\$17,855.76*
302	3366	BUBBLES VIRGINIA GATEWAY	VA	\$16,840.35*
303	3370	HC WALDORF MARKETPLACE	MD	\$0
304	3386	HC TOWN & COUNTRY MARKETPL	VA	\$0
305	3387	HC DOMINION VALLEY MRKT SQ	VA	\$0
306	3388	HC SOUTH RIDING MKT	VA	\$0
307	3391	HC FORTUNA VILLAGE	VA	\$0
308	3394	HC MILLVILLE TOWN CENTER	DE	\$10,149.99*
309	3395	HC HOLLYMEAD TOWN CENTER	VA	\$17,495.78*
310	3397	HC POTOMAC MARKETPLACE	WV	\$0
311	3399	BUBBLES HOLLYMEAD TWN CNTR	VA	\$16,973.34*
312	3403	HC CORNERSTONE AT SUMMERPORT	FL	\$15,548.61*
313	3407	HC MUNSTER PLAZA	IN	\$9,871.61*
314	3408	HC LEVITTOWN TOWN CENTER	PA	\$14,293.59*
315	3417	HC WHITING COMMONS	NJ	\$0
316	3420	HC VERANDA FALLS	FL	\$0
317	3430	HC LUSBY CENTER	MD	\$0
318	3431	HC SAYREBROOK TOWNE CENTER	NJ	\$0
319	3432	HC CARLL'S CORNER	NJ	\$0
320	3433	HC COYNER PARK	VA	\$6,557.64*

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
321	3437	HC REGENCY SQUARE	IL	\$0
322	3438	HC GARDEN STATE PARK	NJ	\$22,463.61*
323	3440	BUBBLES DULLES 28 CENTRE	VA	\$0
324	3441	HC DULLES 28 CENTRE	VA	\$15,411.27*
325	3443	HC VILLAGES @ URBANA	MD	\$24,509.79
326	3445	HC LAKESIDE VILLAGE	FL	\$0
327	3449	HC GERRY CENTENNIAL PLAZA	IL	\$0
328	3457	HC SHOPS AT TANGLEWOOD	NC	\$11,176.46*
329	3460	HC ASPEN POINTE	IL	\$0
330	3463	HC ARUNDEL VILLAGE	MD	\$0
331	3467	HC ROOSEVELT HIGHLAND	IL	\$0
332	3469	HC RIVER CITY MARKETPLACE	FL	\$10,681.14*
333	3484	HC COCONUT POINT TC	FL	\$0
334	3487	HC CORSICA SQUARE	FL	\$12,879.52
335	3492	HC NORTH AURORA	IL	\$0
336	3496	HC SHOPPES AT SOUTHPOINT	VA	\$0
337	3500	HC PUBLIX AT NORMANDY CROSSING	FL	\$0
338	3501	HC ERSKINE VILLAGE	IN	\$0
339	3502	HC MILLSIDE PLAZA	NJ	\$16,933.10*
340	3505	HC PARAISO PARC	FL	\$0
341	3508	HC SHOPPES AT NORTH CAPE	FL	\$8,827.68*
342	3515	BUBBLES FT. EVANS PLACE II	VA	\$0
343	3520	HC AMELIA CONCOURSE	FL	\$0
344	3521	HC PAVILION AT LANSDALE	PA	\$0
345	3523	HC HAMPSTEAD MARKETPLACE	MD	\$0
346	3526	HC GRAND HUNT CENTER	IL	\$11,012.27
347	3528	HC FOUNTAINS WEST	FL	\$0
348	3534	HC DELRAY CROSSING	FL	\$9,412.50*
349	3535	HC LANTANA PLAZA	FL	\$0
350	3537	HC WESTWARD PLAZA	FL	\$0

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
351	3539	HC NORTHLAKE VILLAGE	FL	\$0
352	3540	HC COVE CENTER	FL	\$5,041.32*
353	3543	HC MARTIN DOWNS TOWN CENTER	FL	\$19,785.78*
354	3546	HC RIVERGATE PLAZA	FL	\$7,817.89*
355	3548	HC 12TH STREET PLAZA	FL	\$12,425.66*
356	3550	HC PUBLIX AT INDIAN RIVER	FL	\$0
357	3554	HC WEST VOLUSIA TOWNE CENTER	FL	\$0
358	3560	HC YORK TOWN CENTER	PA	\$0
359	3561	HC HIGH POINTE COMMONS	PA	\$13,612.54*
360	3571	HC SILVER SPRING SQUARE	PA	\$0
361	3575	HC AIRPORT SQUARE	PA	\$8,319.44 *
362	3580	HC LIMERICK CROSSING SC	PA	\$0
363	3627	HC TOWN CENTER @ PALM COAST	FL	\$8,433.37
364	3635	HC SCHWIND CROSSING	IL	\$0
365	3637	HC GLIDDEN CROSSING	IL	\$11,946.00*
366	3648	HC ELBURN CROSSING	IL	\$0
367	3650	HC SUMMIT MALL	IL	\$0
368	3653	HC TARPON SPRINGS PLAZA	FL	\$0
369	3676	HC PABLO CREEK EAST	FL	\$17,000.98*
370	3683	HC OASIS PLAZA	FL	\$0
371	3689	HC CROSSROADS MARKETPLACE	FL	\$13,157.61*
372	3694	HC PROMENADE SHOPS AT SAUCON	PA	\$0
373	3696	HC SHOPS AT SURFSIDE	FL	\$6,790.30
374	3702	HC WINTER GARDEN-FOWLER GROVES	FL	\$17,431.17*
375	3704	HC SPRING MILLS TOWNE CENTER	WV	\$0
376	3708	HC ROSE PLAZA	IL	\$13,899.40*
377	3716	HC CONCORDVILLE TOWN CENTER	PA	\$0
378	3721	HC ST CHARLES PLAZA	FL	\$9,838.94*

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
379	3723	HC CROOKED RUN SHOPPING CTR	VA	\$0
380	3727	HC OAKLEAF TOWN CENTER	FL	\$13,799.04*
381	3728	HC WESTCHESTER COMMONS	VA	\$0
382	3729	HC OVATION	FL	\$10,913.36*
383	3731	HC CULPEPPER COLONNADE	VA	\$0
384	3735	HC SHOPPES AT CINNAMINSON	NJ	\$16,670.42*
385	3736	HC SHOPPES AT HAGERSTOWN	MD	\$0
386	3740	HC CANYON TOWN CENTER	FL	\$0
387	3743	HC SHOPS OF ROMEVILLE	IL	\$0
388	3746	HC BEACON HILL SC	IN	\$0
389	3756	HC PLAZA AT ISLAND PASS	FL	\$0
390	3770	HC RUTHERFORD CROSSING	VA	\$0
391	3773	HC KING GEORGE GATEWAY	VA	\$0
392	3775	HC FORUM CENTER	FL	\$9,702.65*
393	3779	HC BEACH VILLAGE SC	FL	\$5,559.62*
394	3781	HC KENDALL MARKETPLACE	IL	\$10,720.50*
395	3787	HC FREDERICKTOWNE CROSSING	VA	\$0
396	3799	HC BRENNEMANN FARM	VA	\$0
397	3800	HC THE COMMONS	WV	\$14,501.56*
398	3805	HC DOUGLAS TOWN CENTER	PA	\$3,130.00
399	3808	BUBBLES @ WAUGH CHAPEL SOUTH	MD	\$0
400	3810	BUBBLES STONEBRIDGE @ POTOMAC	VA	\$0
401	3813	HC GATEWAY MARKET CENTER	VA	\$9,353.64*
402	3821	HC CANOPY OAKS CENTER	FL	\$6,618.64*
403	3822	HC BULL RUN PLAZA	VA	\$0



NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
404	3824	HC SHOPPES AT MURABELLA	FL	\$7,446.49*
405	3829	HC PARKVILLE SHOPPING CENTER	MD	\$10,760.09
406	3832	HC BLUE RIDGE SC	VA	\$7,008.92*
407	3834	HC BURTONSVILLE TOWN CENTER	MD	\$0
408	3836	HC NOCATEE TOWN CENTER	FL	\$11,854.74
409	3842	HC SPRING CREEK SHOPPING CENTE	VA	\$0
410	3850	HC GRIFFITH COURT PLAZA	IN	\$0
411	3852	HC INDIAN BOUNDARY RD	IN	\$0
412	3858	HC MAPLE LAWN	MD	\$13,962.71*
413	3864	HC PURCELLVILLE GATEWAY	VA	\$0
414	3866	HC HUNT CLUB CORNERS	FL	\$0
415	3871	HC TIMONIUM SQUARE	MD	\$18,104.22
416	3873	HC WILLINGBORO TOWN CENTER	NJ	\$0
417	3886	HC SHOPPES AT BARTRAM PARK	FL	\$8,535.74
418	3894	HC FAIR HILL CENTER	MD	\$0
419	3896	HC GATEWAY HANOVER	PA	\$10,745.17*
420	3897	HC HOLLIEANNA SHOPPING CENTER	FL	\$5,932.50*
421	3899	HC COLONIAL CROSSING	FL	\$5,985.22*
422	3904	HC BAEDERWOOD SHOPPES	PA	\$0
423	3910	HC MARKETPLACE AT NESHAMINY	PA	\$0
424	3911	HC HUNT VALLEY TOWN CENTER	MD	\$0
425	3914	HC SHOPS AT SENECA MEADOWS	MD	\$0
426	3915	BUBBLES SHOPS AT SENECA MEADOW	MD	\$0
427	3918	HC QUEENSGATE TOWNE CENTER	PA	\$0
428	3928	HC COCOPLUM VILLAGE SHOPS	FL	\$13,044.16*

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
429	3942	HC MULBERRY GROVE PLAZA	FL	\$10,978.68*
430	3943	HC PARKVIEW COMMONS	FL	\$7,599.26*
431	3951	HC PENROSE SQUARE	VA	\$0
432	3955	HC CHAPEL HILL SC	NJ	\$0
433	3961	HC UNIVERSITY TOWN CENTER	FL	\$15,888.99*
434	3962	HC PUBLIX AT BISCAYNE	FL	\$19,654.80*
435	3963	HC WESTCHASE SHOPPING CTR	FL	\$10,514.66
436	3968	HC LOCKWOOD COMMONS	FL	\$14,534.18*
437	3969	HC VALLEY GATE SHOPPING CENTER	PA	\$8,021.92*
438	3970	HC MACDADE MALL	PA	\$12,712.50*
439	3974	HC DANOR PLAZA	VA	\$19,954.08*
440	3975	BUBBLES - SHOPPES OF OLNEY	MD	\$0
441	3981	HC LAKE NONA PLAZA	FL	\$13,282.43*
442	3993	HC RIVER CLUB PLAZA	FL	\$0
443	3996	HC INDIAN HARBOUR PLACE	FL	\$9,146.09*
444	4014	HC WESTONLAKES PLAZA	FL	\$21,195.77*
445	4081	HC FOUNTAINEBLEAU SQUARE	FL	\$15,897.40*
446	4089	HC LANCASTER SHOPPING CENTER	PA	\$5,962.55
447	4094	HC LARGO MALL SC	FL	\$0
448	4095	HC BAY POINT PLAZA	FL	\$7,853.40*
449	4100	HC STONEYBROOK HILLS VILLAGE	FL	\$6,395.76*
450	4102	HC COSNER'S CORNER	VA	\$0
451	4103	BUBBLES HOME DEPOT SQUARE	MD	\$0
452	4109	HC PUBLIX AT FISHHAWK RANCH	FL	\$8,287.81*
453	4112	HC PUBLIX AT STEEPLECHASE	FL	\$10,800.74*
454	4116	HC HASTINGS MARKETPLACE	VA	\$17,660.89*

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
455	4124	HC CROSS KEYS LANDING	NJ	\$0
456	4133	HC RITZ CENTER	NJ	\$0
457	4136	HC CHESAPEAKE SQUARE PLACE	VA	\$0
458	4149	HC MARKET SQUARE RETAIL CNTR	MD	\$0
459	4155	HC FOUNDRY ROW	MD	\$0
460	4162	HC VIERA SHOPS	FL	\$14,562.21*
461	4163	HC SHOPPES AT BROOKHAVEN	PA	\$3,145.00
462	4164	HC WISHING WELL PLAZA	NJ	\$0
463	4167	HC SUFFOLK MAIN STREET SHOPPES	VA	\$0
464	4170	HC FIFTH STREET STATION	VA	\$0
465	4172	HC SOUTHGATE SQUARE	VA	\$3,881.25
466	4181	HC HARBOUR VILLAGE	FL	\$13,212.89*
467	4182	HC ANNAPOLIS CENTER PLAZA	MD	\$13,047.00*
468	4187	HC HERITAGE MARKETPLACE	VA	\$0
469	4200	HC MARKETPLACE @ TECH CENTER	VA	\$15,802.86*
470	4203	BUBBLES ANNAPOLIS PLAZA CENTER	MD	\$19,779.81*
471	4204	HC SHOPPES AT REYNOLDS CROSSIN	VA	\$0
472	4205	HC PINELLAS PLAZA	FL	\$11,148.51*
473	4228	HC LAUREL TOWN CENTER	MD	\$0
474	4233	HC ELDERSBURG COMMONS	MD	\$0
475	4237	HC HAMILTON CROSSING	PA	\$22,447.34*
476	4243	HC GRAND TRAVERSE PLAZA	FL	\$5,944.22*
477	4256	HC TOWER SHOPS	FL	\$0
478	4259	HC SHOPPES AT TRINITY LAKE	FL	\$0
479	4262	HC GHENT STATION SC	VA	\$0
480	4276	HC RIVERDALE PARK STATION	MD	\$3,695.42

NO.	SALON NO.	SALON NAME	STATE	CURE AMOUNT <sup>12</sup>
481	4277	HC BROOKLAWN SHOPPING CENTER	NJ	\$10,826.15*
482	4283	HC KING OF PRUSSIA TOWN CENTER	PA	\$0
483	4286	HC PEMBROKE CROSSING	FL	\$0
484	4288	HC SHOPPES AT WESTOWN	DE	\$18,445.00*
485	4292	HC FIRST MERRITT CENTER	FL	\$13,873.05*
486	4294	HC RIVERCREST COMMONS	FL	\$12,534.31*
487	4302	HC EDINBURGH NORTH SC	VA	\$12,552.00*
488	4306	HC MAGATHY GATEWAY	MD	\$18,828.35*
489	4309	HC NOTTINGHAM COMMONS	MD	\$0
490	4312	HC DUNLAWTON SQUARE	FL	\$9,242.03*
491	4315	HC SEMINOLE CITY CENTER	FL	\$10,394.36*
492	4319	HC CENTRE SQUARE COMMONS	PA	\$0
493	4322	BUBBLES - THE METROPOLITAN	MD	\$0
494	4325	HC CROSSPOINT SC	MD	\$14,076.96*
495	4327	HC WAYNESBORO TOWN CENTER	VA	\$0
496	4353	HC LITTLE CREEK MARKETPLACE	VA	\$0
497	4357	HC CHRISTIANA FASHION CENTER	DE	\$11,468.55
498	4370	HC WEST MELBOURNE	FL	\$8,776.42*
499	4374	HC TOLLGATE MARKETPLACE	MD	\$0
500	4377	HC NUCKOLS PLACE	VA	\$0
501	4384	HC BRUNSWICK CROSSING	MD	\$13,334.35
502	4390	HC SHOPS AT SEMINARY	IL	\$0
503	4397	HC FEASTERVILLE CENTER	PA	\$15,133.47*
504	4399	HC SUNRISE PLAZA	FL	\$10,486.04*
505	4401	HC SKY WALK	FL	\$8,432.58*

<b>NO.</b>	<b>SALON NO.</b>	<b>SALON NAME</b>	<b>STATE</b>	<b>CURE AMOUNT<sup>12</sup></b>
506	4411	HC CHAMBERSBURG SQUARE	PA	\$0
507	4412	HC NAPERVILLE PLAZA	IL	\$8,528.82*
508	4415	HC BRANDY CREEK COMMONS	VA	\$3,529.24
509	4449	LATITUDE LANDINGS		\$0
510	4454	PAVILION AT DURBIN PARK	FL	\$19,919.15*
511	4461	HC THE COMMONS	MD	\$7,814.00*