

## FRANCHISE DISCLOSURE DOCUMENT

**BLACKLINED**

GREAT CLIPS, INC.  
A Minnesota Corporation  
4400 West 78<sup>th</sup> Street, Suite 425  
Minneapolis, Minnesota 55435  
(952) 893-9088  
greatclipsfranchise.com

# Great Clips®

A franchised GREAT CLIPS® Salon offers a required line of haircare services and products from a designated location, customarily in a shopping center, identified by trademarks licensed by the franchisor ("Great Clips") and using distinctive trade dress and business methods prescribed by Great Clips.

The total investment necessary to begin operation of a Great Clips franchise is from ~~\$109,114,150~~ to ~~\$208,300~~216,000. This includes \$25,000 to \$40,000 that must be paid to Great Clips or an affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department at 4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, Minnesota 55435, (952) 893-9088.

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

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

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

Issuance Date: April 1, 2013, ~~as amended September 16, 2013~~2014.

## STATE COVER PAGE

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

Call the state franchise administrator listed on **Exhibit O** for information about the franchisor, about other franchisors, or about franchising in your state.

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

Please consider the following RISK FACTORS before you buy this franchise.

### RISK FACTORS:

1. EXCEPT IN MARYLAND, AND SUBJECT TO STATE STATUTE, THE FRANCHISE AGREEMENT REQUIRES THAT ALL ARBITRATION AND LEGAL PROCEEDINGS CONCERNING THE FRANCHISE AGREEMENT OR THE RELATIONSHIP BETWEEN YOU AND GREAT CLIPS BE HELD IN THE STATE OF MINNESOTA. OUT OF STATE ARBITRATION OR LEGAL PROCEEDINGS MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR SUE IN MINNESOTA THAN IN YOUR HOME STATE.
2. LOCAL LAW MAY SUPERSEDE CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT. CERTAIN STATES MAY ALSO REQUIRE FRANCHISORS TO MAKE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. IF APPLICABLE, THESE ADDITIONAL DISCLOSURES APPEAR IN AN ADDENDUM TO THIS DISCLOSURE DOCUMENT. PLEASE REFER TO THE STATE SPECIFIC ADDENDA FOR FURTHER INFORMATION.
3. AS OF DECEMBER 31, 2012/2013, OUR TOTAL LIABILITIES EXCEEDED OUR TOTAL ASSETS BY \$35,897,092/35,411,655. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE A FRANCHISE.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

Effective Date: See the next page for state effective dates.

## STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this disclosure document is the issuance date of April 1, 2013, as amended September 16, 2013 2014.

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### Exhibits

A	List of Outlets
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C	Franchisee Organizations Great Clips has Created, Sponsored or Endorsed
D	Independent Franchisee Associations
E	Financial Statements
F	Franchise Agreement
G	Three Star Program Agreement
H	Master Development Agreement
I	Styleware™ Software Suite Agreement - Innovative Computer Software
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K	Lease Documents
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## Item 1

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

#### **Franchisor**

To simplify the language in this disclosure document, "Great Clips" means Great Clips, Inc., the Franchisor. "You" means the person or entity that executes the Franchise Agreement with Great Clips and each individual who has any ownership interest in that entity. Great Clips is a Minnesota corporation that was incorporated on July 12, 1982. Great Clips' principal business office is 4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, MN 55435. Great Clips has no predecessors or affiliates. Great Clips does business under its corporate name and the trade name and service mark GREAT CLIPS®.

Great Clips' agents for service of process are disclosed in Exhibit O.

#### **Franchised Business**

Great Clips licenses the operation of GREAT CLIPS® salons, which are specialized and distinctive retailers of haircare and personal grooming products and services. The franchise described in this disclosure document is a license to develop and operate a single GREAT CLIPS® business (the "Salon") at a designated location (the "Authorized Location"). The Franchise Agreement authorizes you to use the GREAT CLIPS® trade name and service mark in connection with the operation of the Salon and permits you to use the distinctive identity, trade dress, methods and system (the "System"), developed by Great Clips for operating the Salon. GREAT CLIPS® salons offer consistent, high quality, affordable, limited haircare services and a limited selection of products designated by Great Clips for men, women and children in a distinctive retail environment. You must pay certain fees and make certain investments, described in Items 5 through 7 of this disclosure document. Other material aspects of the franchise are described in this disclosure document and in the Franchise Agreement included as Exhibit F, which will govern the relationship between you and Great Clips. Certain parts of the Franchise Agreement are highlighted in Item 17.

Great Clips may choose, in its sole and absolute discretion, to offer a development agreement (the "Master Development Agreement") to qualified individuals. Under the Master Development Agreement, you commit to open a minimum number of GREAT CLIPS® salons in a specified area defined by the television Designated Market Area (the "Exclusive DMA") within a given period of time. The number of salons to be opened under the Master Development Agreement is determined by Great Clips using a formula based upon one unit for each 10 units in the Initial Market Unit Potential ("IMUP") rounded to the nearest whole number for the entire Exclusive DMA. The Master Development Agreement is included as Exhibit H.

Great Clips opened its first GREAT CLIPS® salon in 1982 and began franchising in 1983. As of December 31, ~~2012~~2013, the GREAT CLIPS® franchise System had approximately 3,287-518

salons operated primarily by franchisees. Great Clips has not offered in the past and does not currently offer franchises in any other lines of business, but may do so in the future. As of December 31, 2012~~2013~~, Great Clips operated ~~no~~two company-owned GREAT CLIPS® salons. Great Clips and its affiliates reserve the right to distribute products, including products with the trademarks, service marks, trade names and symbols licensed in the Franchise Agreement, through other methods of distribution, and to undertake other business activities, including haircare and related businesses, without obligation to its franchisees. The franchise is only for the business and format described in the Franchise Agreement.

### **Competitors**

The market in which you will operate is highly competitive. You should expect to compete with other national, regional and local businesses offering competitive goods and services, including members of established national or regional chains and franchise systems, some of which are older, larger and better financed than Great Clips. GREAT CLIPS® salons ordinarily are located in shopping centers, but may also be established in ~~central business districts~~densely populated areas or as free standing units.

### **Governmental Regulations**

You are responsible for knowing and complying with all laws and licensing requirements related to the operation of your Salon. The Salon's stylists must be licensed by the state's or province's Cosmetology Board or equivalent licensing entity. There will be industry-specific regulations in your municipality, county, state or province relating to the operation of a haircare salon. Health and sanitation regulations will require that your stylists maintain their haircutting equipment according to specified standards, including following proper sanitizing procedures and disposal of hair. Environmental laws may regulate the way in which certain solutions are used, stored and disposed of in the process of providing services to your customers. Building codes may require accessibility to your Salon and special ventilation or plumbing within your Salon. You must also comply with employment laws such as Title VII of the Civil Rights Act, Family and Medical Leave Act, Consolidated Omnibus Budget ~~Reconciliation~~Reconciliation Act, Fair Labor Standards Act, all federal and state or provincial wage and hour laws, workers' compensation, Internal Revenue Code, Immigration Law, and all federal, state and provincial employment laws. You are also responsible for the knowledge and application of all federal, state and provincial data insurance, corporate, taxing, payment card industry data security standards, privacy laws, such as the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Fair and Accurate Credit Transactions Act, the National Automated Clearinghouse Association and all related and associated regulations as well as any other applicable federal, state and provincial laws (collectively "Privacy Laws"). ~~and other laws and regulations. You are responsible for knowing and complying with all laws and licensing requirements related to the operation of your Salon.~~

Item 2

**BUSINESS EXPERIENCE**

Chairman of the Board: Raymond L. Barton

Mr. Barton joined Great Clips in March 1983, and has held various executive positions since that time, serving as President from November 1987 to October 1998, and as Chief Executive Officer and Chairman from November 1998 until January 2011. His title was changed to Chairman of the Board in February 2011.

Chief Executive Officer: Rhoda C. Olsen

Ms. Olsen has been employed by Great Clips since December 1984, and has held various executive positions since that time, including Vice President and Executive Vice President. She was President from October 1998 to January 2011, and was promoted to Chief Executive Officer in February 2011.

President: Charles D. Simpson

~~Mr. Simpson joined Great Clips in January 1999 as the Vice President of Franchise Development. He served as Senior Vice President of Franchise Development from July 2001 to May 2004, and as Executive Vice President and Chief Operations Officer from June 2004 to January 2011. He was promoted to President in February 2011.~~

~~Executive Vice President and Chief Operations Officer~~ President: Stephen K. Hockett

Mr. Hockett joined Great Clips as Vice President of Operations in May 2008, and was promoted to Senior Vice President of Operations in February 2011. He was promoted to served as Executive Vice President and Chief Operations Officer in from October 2012 to December 2013 and was promoted to President in January 2014.

~~Senior Vice President of Real Estate and Development~~ Executive Vice President and Chief Operations Officer: Robert D. Goggins

Mr. Goggins joined Great Clips as the Vice President of Franchise Development in July 2007. He was promoted to served as Senior Vice President of Real Estate and Development in from September 2011 to December 2013 and was promoted to Executive Vice President and Chief Operations Officer in January 2014.

Chief Financial Officer and Treasurer: Steven C. Overholser

Mr. Overholser joined Great Clips in September 1995 as Director of Finance and Accounting. He was promoted to Chief Financial Officer and Treasurer in December 1997.

Chief Legal Officer and Secretary: Sandra L. Anderson

Ms. Anderson joined Great Clips as Secretary and Director of Franchise Compliance and Administration in July 2000. She served as Vice President and General Counsel from April 2006 to January 2011, and was promoted to Chief Legal Officer in February 2011.

Senior Vice President of Franchise Services and Human Resources: Nancy A. Uden

Ms. Uden joined Great Clips as the Vice President of Franchise Services and Human Resources in January 2006. She was promoted to Senior Vice President of Franchise Services and Human Resources in January 2014.

~~Senior Vice President of Real Estate and Development: Robert D. Goggins~~

~~Mr. Goggins joined Great Clips as the Vice President of Franchise Development in July 2007. He was promoted to Senior Vice President of Real Estate and Development in September 2011.~~

Senior Vice President of Marketing and Communications: Terri A. Miller

Ms. Miller joined Great Clips as Vice President of Marketing in June 2000. She assumed her current title in served as Vice President of Marketing and Communications from September 2010 to December 2013 and was promoted to Senior Vice President of Marketing and Communications in January 2014.

~~Vice President of Franchise Services and Human Resources: Nancy A. Uden~~

~~Ms. Uden joined Great Clips as the Vice President of Franchise Services and Human Resources in January 2006.~~

Vice President of Business Intelligence: Maribeth A. Fellrath

Ms. Fellrath joined Great Clips as the Director of Operational Information in July 2007. She was promoted to Vice President of Business Intelligence in January 2013.

~~Vice President of Information Technologies Technology: Kathy M. Wetzel~~

~~Ms. Wetzel joined Great Clips as the Vice President of Information Technologies Technology in August 2006.~~

~~Vice President of Business Intelligence: Maribeth A. Fellrath~~



~~Ms. Fellrath joined Great Clips as the Director of Operational Information in July 2007. She was promoted to Vice President of Business Intelligence in January 2013.~~

Business Services Vice President: Yvonne S. Mercer

Ms. Mercer joined Great Clips in November 1994 as a Training and Service Representative. She was promoted to Regional Field Consultant in September 1998, to Regional Manager in January 1999, and to Regional Director in January 2001. Ms. Mercer was promoted to Regional Vice President of Business Services in November 2005, and assumed her role as Business Services Vice President in January 2013.

Vice President of Learning and Development: Michelle E. Sack

Ms. Sack joined Great Clips in July 1993 as a Training and Service Representative. She was promoted to Regional Field Consultant in June 2001 and to Regional Director in April 2003. Ms. Sack served as Regional Vice President from November 2005 to August 2010, and assumed her role as Vice President of Learning and Development in January 2013.

Senior Director of Business Services: Norman K. Willardson

Mr. Willardson joined Great Clips as Regional Director, Southwest Region in August 2002. His e title was changed to served as Director of Business Services in from April 2006 to December 2013 and was promoted to Senior Director of Business Services in January 2014.

Senior Director of Business Services: Jonathan M. Steward

From March 1999 to December 2011, Mr. Steward was a Franchise Business Consultant, Director of Franchise Operations with American Dairy Queen Corporation in Minneapolis Minnesota. Mr. Steward joined Great Clips as a Director of Business Services in December 2011, and was promoted to Senior Director of Business Services in January 2014.

Director of Business Services: Adam O. Lieberman

From June 2007 to January 2011, Mr. Lieberman was a Franchise Business Consultant with American Dairy Queen Corporation in Minneapolis, Minnesota. He joined Great Clips as a Manager of Business Services in January 2011. Mr. Lieberman was promoted to Director of Business Services in September 2013.

Director of Business Services: James W. Lindner

Mr. Lindner joined Great Clips in September 1997 as a Regional Manager, was promoted to Director of Regional Operations in December 2001, and was promoted to Regional Director,

South Central Region in July 2002. His title was changed to Director of Business Services in April 2006.

Director of Business Services: Norman K. Willardson

~~Mr. Willardson joined Great Clips as Regional Director, Southwest Region in August 2002. His title was changed to Director of Business Services in April 2006.~~

Director of Business Services: Jonathan M. Steward

~~From March 1999 to December 2011, Mr. Steward was a Franchise Business Consultant, Director of Franchise Operations with American Dairy Queen Corporation in Minneapolis, Minnesota. Mr. Steward joined Great Clips as a Director of Business Services in December 2011.~~

Director of Business Services: Katherine M. Riordan

~~From September 2007 to February 2012, Ms. Riordan was with Regis Corporation in Minneapolis, Minnesota, most recently as the Vice President Operations. Ms. Riordan joined Great Clips as a Director of Business Services in March 2012.~~

Senior Franchise Development Manager: Steven A. Gemlo

Mr. Gemlo joined Great Clips in May 2005 as a Franchise Development Manager and was promoted to Director of Franchise Development in January 2006. He assumed his role as Senior Franchise Development Manager in January 2007.

Franchise Development Manager: Clarence (Butch) M. Gladden

Mr. Gladden joined Great Clips as a Franchise Development Manager in April 2000.

Franchise Development Manager: Scott M. Neilson

Mr. Neilson joined Great Clips as a Franchise Development Manager in March 2000.

Franchise Development Manager: Laura K. Roper

Ms. Roper joined Great Clips as a Resale Coordinator in September 2007. She was promoted to Franchise Development Manager in February 2008.

Franchise Development Marketing Manager/Director of Franchise Development: Beth N. Caron

Ms. Caron joined Great Clips in October 2007 as a Consultant Relations Coordinator. Her title was changed to Franchise Development Relations Coordinator in May 2008. Ms. Caron was promoted to served as Franchise Development Marketing Manager in from July 2012 to January 2014 and was promoted to Director of Franchise Development in February 2014.

Director of Real Estate: Davis D.G. Bennett

From April 2006 to March 2010, Mr. Bennett was an Associate with The Weitzman Group in Austin, Texas. Mr. Bennett joined Great Clips as a Real Estate Manager in April 2010. He was promoted to Director of Real Estate in March 2013.

Director of Franchise Administration: Heidi M. Ackerman

Ms. Ackerman joined Great Clips as Franchise Compliance Paralegal in June 2003. She was promoted to Manager of Legal and Franchise Administration in December 2006 and promoted to her current position Director of Franchise Administration in January 2009.

Board of Director: Shelby Yastrow

Mr. Yastrow retired as Executive Vice President, General Counsel and Secretary of McDonald's Corporation located in Oak Brook, Illinois in 1998. Mr. Yastrow joined the Great Clips Board of Directors in May 1996.

Board of Director and Executive Advisor: Charles D. Simpson

Mr. Simpson joined Great Clips in January 1999 as the Vice President of Franchise Development. He served as Senior Vice President of Franchise Development from July 2001 to May 2004, and as Executive Vice President and Chief Operations Officer from June 2004 to January 2011. He was President from February 2011 to December 2013 and became a Board of Director and Executive Advisor in January 2014.

**Item 3**

**LITIGATION**

No litigation is required to be disclosed in this Item.

**Item 4**

**BANKRUPTCY**

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

## Item 5

### **INITIAL FRANCHISE FEE**

#### **Initial Franchise Fee for a Single Salon**

The Initial Franchise Fee is \$20,000 for a single salon. If you are signing your first Franchise Agreement with Great Clips, you will pay the \$20,000 Initial Franchise Fee upon signing the Franchise Agreement. For any subsequent Franchise Agreements that you sign, you will pay \$10,000 of this amount (the "Partial Initial Franchise Fee") upon signing the Franchise Agreement and the balance of \$10,000 when you place the equipment order with Great Clips for the Salon. Great Clips will not accept an equipment order unless the balance of the Initial Franchise Fee has been paid. You will typically place your equipment order after you have executed a lease for the Salon and the premises have been made available to you for occupation. The Initial Franchise Fee should not be financed. All Initial Franchise Fees paid to Great Clips by Maryland franchisees before Great Clips has met its pre-opening obligations will be held in escrow at the United Bank in Bethesda, Maryland, pending satisfaction of those obligations. Great Clips allocates portions of the Initial Franchise Fee to its working capital, to costs associated with performing its obligations to franchisees, and to corporate profits.

There are several circumstances that may occur which could cause the first Franchise Agreement that you sign to be canceled after you have paid the Initial Franchise Fee. Great Clips will have the right, but not the obligation, to cancel the Franchise Agreement if: (a) you do not open your Salon within 24 months of the date Great Clips accepts the Franchise Agreement; (b) you do not complete the training program to Great Clips' satisfaction; (c) Great Clips determines that you are using the Franchise Agreement for speculative purposes. If any of these circumstances result in cancellation of your first Franchise Agreement, the Initial Franchise Fee is non-refundable.

In addition to the Initial Franchise Fee, you must pay a non-refundable \$5,000 Initial Advertising Contribution to the Great Clips, Inc. Market Development Advertising Fund ("Market Development Ad Fund"). If you are signing your first Franchise Agreement with Great Clips, you will pay the \$5,000 Initial Advertising Contribution upon signing the Franchise Agreement. For any subsequent Franchise Agreements that you sign, you will pay the Initial Advertising Contribution when you place your equipment order with Great Clips. Great Clips will not accept an equipment order unless the Initial Advertising Contribution to the Market Development Ad Fund has been paid.

#### **Master Development Agreement**

If you enter into a Master Development Agreement, the total fee is \$10,000 for each salon in the Exclusive DMA. The fee is comprised of a \$4,000 Development Fee and a \$6,000 Initial Franchise Fee for each then-current Franchise Agreement you sign in the Exclusive DMA. You must pay the Development Fee upon signing the Master Development Agreement. The Development Fee is non-refundable upon acceptance by Great Clips of the Master Development

Agreement. You must sign a Franchise Agreement and pay the Initial Franchise Fee for the first salon upon signing the Master Development Agreement. The Initial Franchise Fee for each additional salon is due on the date you sign the then-current Franchise Agreement. If you meet the salon opening requirements prior to the tenth year of the Master Development Agreement, you may qualify to add additional salons in the Exclusive DMA for an Initial Franchise Fee of \$10,000 for each additional salon until the expiration of the term of the Master Development Agreement. The number of DMAs in which the Master Development Agreement is available is extremely limited. The Master Development Agreement is attached as Exhibit H.

### **Three Star Program**

The Three Star Program is a lease-signing incentive program with a term of 24 months. Franchisees may apply for three GREAT CLIPS® franchises for a non-refundable Program Fee of \$35,000 plus a non-refundable Initial Advertising Contribution to the Market Development Ad Fund of \$5,000. If the Three Star Program Agreement is accepted by Great Clips, the Initial Franchise Fee of \$20,000 will be waived for each Three Star franchise for which there is a fully-executed lease by the end of the 24-month term. Further, if you follow the designated grand opening plan, as determined by Great Clips, the Market Development Ad Fund contribution of \$5,000 will be waived for each Three Star franchise for which there is a fully-executed lease by the end of the 24-month term. You must have a fully-executed lease for each of the Three Star franchises within 24 months of Great Clips' acceptance of the Three Star Program Agreement. If you do not succeed in obtaining a fully-executed lease for all Three Star franchises in the time frame required, then you will forfeit all Three Star Program benefits for any Three Star franchise for which there is no corresponding lease. There may be DMAs where the Three Star Program is not available. The terms and conditions of the Three Star Program are stated in the Three Star Program Agreement attached as Exhibit G.

### **Deferral Program**

In some cases franchisees may qualify for the Deferral Program. The Initial Franchise Fee is deferred if you open a salon that is located within the Protected Area or proximity right of first refusal area, if offered, of one of your existing salons. The Initial Franchise Fee (\$20,000, plus the Initial Advertising Contribution of \$5,000 to the Market Development Ad Fund) is due if either of the salons should ever relocate outside the original salon's Protected Area or proximity right of first refusal area. A copy of the current Deferral Program Policy will be made available to you upon request.

### **Expediter Program**

Under the Expediter Program, franchisees may qualify for a rebate up to \$20,000 to offset the actual costs you incur in payments to a third party to acquire a specific real estate location in which a new or relocated Salon will operate. A copy of the current Expediter Program Policy will be made available to you upon request.

### **VetFran Program**

Great Clips is a member of the International Franchise Association (“IFA”) and participates in the IFA’s VetFran Program. Great Clips provides a \$5,000 rebate to veterans of the United States and Canadian armed forces who have been honorably discharged from the military and who otherwise meet the requirements of the VetFran Program. This rebate is awarded at the time qualified veterans open their first Salon, and is available for the first Salon only.

You will be required to purchase certain equipment and inventory items for your Salon from Great Clips prior to the Salon opening. See Items 7 and 8.

Great Clips has offered in connection with franchise development activity special incentive programs featuring bonuses, rebates, reduced initial franchise fees, non-refundable deposits or other types of incentives to employees or various incentive programs to existing or prospective franchisees which may include financing support or other developmental programs. Great Clips compensates third parties for the referral of individuals who become franchisees. Great Clips, in its sole and absolute discretion, may offer, modify, withdraw and reinstate any of the programs in the future without notice. In addition, Great Clips has the sole and absolute discretion to determine whether to offer incentive programs to franchisees.

The range of Initial Franchise Fees paid by GREAT CLIPS® franchisees during Great Clips' last fiscal year was \$20,000 for a single salon and \$5035,000 for a Master Development Three Star Agreement.

**Item 6**

**OTHER FEES**

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Continuing Franchise Fee <sup>2</sup>	6% of your Gross Sales	Biweekly	Gross Sales includes all revenue from the sale of all products, goods and services sold from or in connection with the franchise location, less sales taxes.
Sales or other taxes due on Continuing Franchise Fee	As imposed by state or local government	Biweekly	Great Clips has the right to collect from you any tax imposed on Great Clips by individual states or local government.
Continuing Advertising Contribution to the North American Advertising Fund <sup>2</sup>	5% of your Gross Sales	Biweekly	You must also engage in certain local advertising and sales promotion activities at an additional cost. In order to operate a competitive business, you will need to spend a minimum of 1-3% of your Gross Sales on incremental advertising in addition to the 5% Continuing Advertising Contribution to the North American Advertising Fund.
Great Clips University:			

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
1) The Great Clips Academy for Hair 2) LEADS for Management Staff: Module 1 3) LEADS for Management Staff: Module 2 4) TEAM Training 5) Online Courses and Resources	Combined fee of \$200 per salon per year	April 1 of each year	This is the current fee and is subject to change at Great Clips' discretion. Stylists must start training within 30 days of employment. You must pay your trainees' travel and living expenses in connection with attending training.
Renewal Fee	\$1,750 per Salon	At expiration of initial 10-year term and end of each 10-year option term	The Renewal Fee may be adjusted annually in proportion to annual changes in the United States Consumer Price Index. Your ability to renew your franchise is subject to the terms and conditions of your Franchise Agreement. This fee is non-refundable unless your Franchise Agreement is not renewed.
Assignment Fee	\$1,500 per Salon	Upon request for consent to assign the Franchise Agreement to an assignee approved by Great Clips	The Assignment Fee may be adjusted annually in proportion to annual changes in the United States Consumer Price Index. Your ability to assign your Franchise Agreement is subject to the terms and conditions of your Franchise Agreement.
Local Co-op Dues	Average of \$100 per month	As determined by your Co-op	Great Clips requires you to join a local marketing cooperative organization designated by Great Clips and pay its dues, assessments or contributions. Any salon owned by Great Clips has an equal vote on setting local Co-op dues and assessments and must pay those dues.
Jobs2Web Recruiting Platform	\$120 per Salon	November 1 of each year	You will have access to an internet recruiting platform powered by Jobs2Web. This is the current fee and is subject to change at Great Clips' discretion.
Insurance Coverage	\$1,500-\$2,400 per year	Upon demand	Insurance premiums are generally paid by you to your insurance carrier. If you do not purchase the required insurance coverage referenced in the Franchise Agreement, Great Clips may purchase insurance on your behalf and must be reimbursed immediately. These amounts only include property and public liability coverage. Workers' compensation and other discretionary insurance coverages vary too widely to be estimated.
Software License and Support Fee	<del>\$135</del> -155 per month  \$25 per telephone call	Monthly, by the first day of each month  As incurred	This current fee is payable to Innovative Computer Software, Great Clips' sole designated software supplier, and is subject to change. This fee is a continuing fee and includes the software license fee, upgrades, documentation and toll-free software support help line during normal business hours.  If you contact the software support help line during non-business hours, you will be charged a fee of \$25 per telephone call payable to Innovative Computer Software.
Gift Card Processing Fee	\$0.10 per	As incurred	You are required to offer Gift Cards, Value Cards or

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
	transaction		similar prepaid cards ("Gift Cards") to customers for use as gift certificates, promotional cards, or store credit. The processing fee per transaction is payable to Stored Value Systems, Inc., the third-party processor for the Gift Card Program. The processing fee is subject to change. A copy of the Participation Agreement with Stored Value Systems, Inc. is attached as Exhibit J.
Lease Liability Fee	\$0 - <del>\$3,000</del> 350	Upon assignment of lease or sublease to you	This fee is due if Great Clips guarantees your lease or assigns a lease to you and the landlord has not released Great Clips from ongoing liability or if Great Clips subleases to you.
Lease Review Fee	\$850 - \$3,000 350	Upon review or lease assignment	This fee is due if you have an attorney review your lease.
Out-of-Pocket Expenses Related to Lease or Sublease Assignment	As incurred	Upon assignment of lease or sublease to you	If Great Clips assigns a lease or subleases to you, you must cover Great Clips' out-of-pocket expenses related to the assignment.
Real Estate Commission	As incurred	Upon demand	In rare cases a franchisee may be required to pay a real estate commission on a site for the Salon. This would either be paid directly to the landlord, the broker or to Great Clips if we had been charged a commission.
Sister Store Review Appeal Fee	\$500 - \$1,000	As incurred	If you wish to participate in a Sister Store Review Appeal to evaluate the potential sales transfer impact of a proposed new Great Clips location, you will pay Great Clips a fee of \$500 - \$1,000. You may be entitled to a refund of this fee if the outcome is decided in your favor.
Late Charges	Accrued interest of 18% per annum or the highest interest allowed by law in the state where the Salon is located	Upon demand	Great Clips is entitled to recover its costs, including reasonable attorneys' fees, costs, overdraft charges, insufficient funds charges and other expenses in collecting amounts due. Interest begins to run from the date of non-payment or underpayment.
Audit or Inspection Cost	Cost of audit	Upon demand	You must pay the cost of an audit, inspection, and reasonable professional fees if Great Clips inspects your books and finds a discrepancy of 5% or greater in any data reported by you or an underpayment of 2% or more of any fees or Ad Fund contributions due.
Taxes, Business Debts or Liens	As applicable	As charged	These are generally paid by you to the government agency, supplier or other creditor. If you do not pay these charges, Great Clips may, but is not obliged to, pay any taxes, business debts or liens incurred by you in connection with your Salon, and will bill the same back to you.



Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Salon Upgrades and Ongoing Maintenance Costs	\$40,000 - \$60,000  Approximately \$2,500 - \$5,000	Every seven to 10 years  Annually, as incurred	You will be required to remodel your Salon every seven to 10 years depending on then-current standards and the overall condition of the Salon.  You will be required to make periodic improvements and upgrades, such as painting, carpeting, graphics updates, fixture repair and ongoing maintenance depending on the wear and tear of the Salon.
Architectural Fees	\$300	As incurred	If you remodel or relocate your Salon, you will be required to pay the architectural fees at the beginning of the remodel or relocation project.

<sup>1</sup>All fees or payments are imposed and collected by and payable to Great Clips and are non-refundable except as noted. All fees are uniformly imposed (except as noted). Great Clips does not charge or collect any fees, in whole or in part, on behalf of any third parties. Biweekly accounting periods and payment dates are determined periodically by Great Clips.

<sup>2</sup>You are required to make Continuing Franchise Fee and Continuing Advertising Fee payments via automatic bank withdrawal. A sample of the Automated Clearing House Authorization is included as Exhibit L.

**Item 7**

**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is Made</b>
Initial Franchise Fee	\$20,000 (1)	Lump sum for your first Franchise Agreement  Two installments for subsequent Franchise Agreements	Upon signing of your Franchise Agreement  \$10,000 upon signing of your Franchise Agreement; \$10,000 when you order your equipment	Great Clips
Initial Advertising Contribution to the Market Development Ad Fund	\$5,000	Lump sum	Upon signing of your first Franchise Agreement  When you order your equipment for subsequent Franchise Agreements	Great Clips
Travel and Living Expenses While Training	\$1,500 to \$2,500 per participant	As incurred	During training	Airlines, hotels & restaurants
Architecture Fees	\$600 to \$3,500 (2)	Lump sum	As incurred	Great Clips
Leasehold Improvements, including Labor	\$20,000 to \$50,000 (3)	As incurred	When construction starts	Suppliers, Great Clips, Landlord
Rent and Security Deposits	\$1,000 to \$8,000 (4)	Lump sum	When you sign your lease or start up an account with utility company	Landlord, utilities or Great Clips
Fixtures, Signage and Furnishings, including Computer	\$30,000 to \$40,000	Lump sum	When ordered	Suppliers, Great Clips, Landlord
Freight	\$2,000 to \$6,000	Lump sum	As incurred	Freight carriers, suppliers, Great Clips
Sales Tax on Fixtures, Signage and Furnishings	\$0 to \$12,500	Lump sum	As incurred	Suppliers, Great Clips
Opening Inventory and Supplies	\$4,700 to \$6,400 (5)	Lump sum	When ordered	Suppliers, Great Clips
Grand Opening Advertising	\$1015,000 to \$1182,000 (6)	As incurred	As incurred	Suppliers
Insurance	\$1,500 to \$2,400 (7)	As incurred	Before opening	Insurance agent or carrier

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Lease Liability Fee	\$0 to \$3,000- <del>350</del> (8)	Lump sum	Upon assignment of lease or sublease to you	Great Clips
Lease Review Fee	\$850 to \$3,000- <del>350</del> (9)	Lump sum	Upon review or lease assignment	Attorney
Additional Funds (6-12 Months)	\$12,000 to \$45,000 (10)	As incurred	As incurred	Employees, suppliers, utilities
<b>Total (10)</b>	<del>\$109114,150</del> to <del>\$2082156,300</del> <del>650000</del> (11) (12)			

Notes to estimated initial investment:

- (1) The Initial Franchise Fee is \$20,000 if you are applying for a single Franchise Agreement with no participation in an incentive program. See Item 5 for the conditions under which the Initial Franchise Fee is refundable. If you have signed a Master Development Agreement, you will pay a \$4,000 Development Fee and a \$6,000 Initial Franchise Fee for each Franchise Agreement you sign in the Exclusive DMA. The Development Fee is non-refundable. If you are participating in the Three Star Program, you will not pay the Initial Franchise Fee of \$20,000 reflected in the estimated initial investment table, but rather you will pay a non-refundable total fee of \$35,000 for three franchises plus a \$5,000 Initial Advertising Contribution to the Market Development Ad Fund, payable when you sign the Three Star Program Agreement.
- (2) You will pay architecture fees for plans and drawings for your Salon and for the costs of copying and delivering the drawings. This amount may be higher if revisions to completed plans are required, or if your local code requires engineered mechanical, electrical and plumbing drawings. This amount may also be higher if your Salon will be located in a building requiring LEED Certification (Leadership in Energy and Environmental Design Green Building Rating System).
- (3) Leasehold improvements, fixtures, signage, furnishings and labor may be financed through lessors or third parties at your discretion. If you finance these items, you will incur financing costs. Your Salon will likely be in a shopping center rather than a newly built, free-standing building. The cost of leasehold improvements will vary depending on the condition of the location when it is handed over to you from the landlord. These estimated costs are based upon receiving the location in a standard "vanilla shell" condition. A typical GREAT CLIPS® salon is approximately 900 to 1,200 square feet. In some circumstances, with Great Clips' consent, it may be possible to convert an existing free-standing building or a pre-existing facility, as long as it conforms to all Great Clips' System standards. The cost of these kinds of conversions is too individually variable to be realistically predicted and may cost more than a newly-built facility. You are responsible for obtaining all necessary permits or licenses necessary for the siting, construction, renovation or operation of the franchised business.

- (4) Rent is generally non-refundable. Security deposits may be refundable either in full or in part, depending on the terms of your lease or contract.
- (5) Some suppliers may offer financing assistance and you may be able to arrange financing for part of your inventory expense.
- (6) You are required to spend a minimum of \$~~1015,000~~ to ~~1218,000~~ on your grand opening plan. This amount does not include the cost of your discounted price or additional staffing required to successfully open your Salon. Signage restrictions and other local market requirements may increase your costs. Additional ~~advertising~~marketing investments may be required after your grand opening.
- (7) These amounts only include your initial premium for the required property and public liability insurance, and are the estimated cost per year per salon. The cost of other coverages, including your discretionary purchases and workers' compensation varies too widely to be easily estimated.
- (8) If Great Clips has guaranteed your lease or assigned a lease to you with continuing liability to Great Clips, you must pay a non-refundable lease liability fee of \$3,000350.
- (9) If Great Clips assigns a lease to you, the costs of our attorney's review have already been included in the lease liability fee. If you have an attorney review your lease, typical legal fees will be between \$850 and \$3,000350.
- (10) This is an estimate only of the additional operating capital needed to operate your Salon during the initial 6-12 months after you open for business. Great Clips cannot guaranty that you will not have additional expenses starting the business. The estimate includes such items as initial payroll and payroll taxes (including payroll to cover the pre-opening training period for some of your Salon staff), Continuing Franchise Fees and Advertising Fund Contributions, professional fees, including accounting fees and computer fees, additional advertising, insurance, including health insurance and workers' compensation, rent, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial Salon staff recruiting expenses, state tax and license fees, depreciation/amortization, deposits and prepaid expenses (if applicable) and other miscellaneous items. The estimate of additional funds does not include an owner's salary or draw. The expenses you incur during the initial start-up period will depend on factors such as local economic and market conditions, whether your Salon is located in a new market or a mature market, your experience and business acumen, competition, and the sales level you reach during this initial period. You should also provide for personal living expenses during the start-up phase of your franchised Salon. Additional operating expenses will be incurred in connection with the ongoing operation of your Salon and periodic reinvestment will be necessary following the initial start-up phase for leasehold improvements, equipment, fixtures, and other assets.
- (11) Great Clips has relied on its experience and data collected from some of its franchised salons to compile these estimates. Your cost will depend on a number of factors

including local economic and market conditions, the number of employees and the size of your Salon. Great Clips urges you to review these figures carefully with your own independent business advisor and attorney before making any decision to enter into a Franchise Agreement with Great Clips. Great Clips does not offer financing to franchisees either directly or indirectly in connection with their initial investment requirements. The availability and terms of financing obtained from third parties will depend upon such factors as the availability of financing generally, your creditworthiness, collateral which you may make available, policies of local lending institutions with respect to the type of business or with respect to the purpose for which the money will be used, and other such factors.

(12) Your costs may vary if you purchase an existing Salon.

Unless otherwise noted, none of the above fees are refundable to you. Great Clips does not provide direct or indirect financing for any of these fees.

#### Item 8

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

To ~~insure~~ensure consistent quality of products and services throughout the GREAT CLIPS® System, you must purchase only supplies, fixtures, equipment, inventory, advertising and sales promotion materials and signage that have been designated by Great Clips. All these items must conform to specifications and standards developed and issued by Great Clips. Great Clips reserves the right to periodically update and alter these standards and specifications and to add to or delete from the list of products and services authorized for sale from GREAT CLIPS® salons. These specifications and standards are described in more detail in the GREAT CLIPS® Facilities and Purchasing Handbook, Operations Manual, the GREAT CLIPS® Website, GREAT CLIPS® University, sales and purchase orders and through other communications from Great Clips to its franchisees. You will receive Great Clips' manuals and online access to the GREAT CLIPS® Website and GREAT CLIPS® University during or before your initial training.

Great Clips has no affiliates who are currently approved suppliers, or the sole approved supplier, for any categories of goods and services. There are no other approved suppliers in which any officers of Great Clips own an interest.

Great Clips sells the following items to you: (a) lobby items including reception desk, lobby merchandiser, video wall merchandiser, coat rack, graphics, lobby chairs, carpeting and rugs; (b) sales area items including work stations, mirrors, station dividers, all-purpose chair, child seat, hydraulic chairs, flooring materials, anti-fatigue mats, broom cabinet and wall graphics; (c) flex station items including flex stations, shampoo cabinet, shampoo bowls with vacuum breaker; and (d) certain interior and exterior signage including illuminated window signage and outdoor signs, GREAT CLIPS® graphics package, acrylic poster holder, price board and window stickers.

Currently, Great Clips is the only supplier for these items but may designate alternate sources at its sole and absolute discretion.

Great Clips reserves the right in the future to require franchisees to participate in a closed network video and audio system and to require franchisees to sign an installation agreement for the equipment necessary for this in-salon video service.

You must meet certain standards that are communicated as necessary by Great Clips relating to use of the GREAT CLIPS® trade name, trademarks and service marks ("Marks") on all the stationery items used by you and in your Salon. You may purchase your stationery items through Ideal Printers, Inc. or a supplier of your choice as long as all standards are met for those items. Paper goods, such as brochures and financial and business forms, must be purchased from suppliers designated by Great Clips. Currently, Salon Innovations, Inc. and Ideal Printers, Inc. are Great Clips' only designated suppliers for these items.

In the year ended December 31, ~~2012~~2013, Great Clips' total revenue from all sources, including sales from required purchases, was ~~\$77,804,049~~\$81,684,355. Great Clips' sales from required purchases were ~~\$11,804,918~~\$12,314,501 or 15.21% of the above-referenced combined gross revenues of ~~\$77,804,049~~\$81,684,355. Thus, in the year ended December 31, ~~2012~~2013, Great Clips' total revenue exclusive of sales from required purchases was ~~\$65,999,131~~\$69,396,853.

You must carry GREAT CLIPS® private label haircare products in your Salon and must purchase these products from suppliers designated by Great Clips. Currently, Salon Innovations, Inc. is the only designated supplier for such items. The other haircare products which you must currently carry are MATRIX, AMERICAN CREW, NIOXIN, SEXY HAIR, REDKEN, PAUL MITCHELL and JOICO. These products may be purchased from distributors of these products as designated by Great Clips. You may only use and sell products approved by Great Clips in your Salon. You must purchase your required opening inventory and ongoing supplies of such items as combs, hairbrushes and curling irons from a supplier designated by Great Clips. Great Clips reserves the right to change the products and services that you must carry and may change the designated supplier or suppliers of those products at its sole and absolute discretion. There is no fixed dollar amount of haircare products which you must purchase for your Salon, although you must carry an adequate inventory of all required haircare products, as specified by Great Clips.

The goods, services, fixtures, equipment and inventory which you must purchase from Great Clips or suppliers designated by us currently account for approximately 90% to 95% of the purchases of goods and services you make when establishing your Salon. The goods, services, fixtures, equipment and inventory which you must purchase from Great Clips or suppliers designated by us in the operation of your Salon on an ongoing basis will account for approximately 80% to 85%, but will vary depending upon the circumstances, such as how often you upgrade your Salon and what volume of GREAT CLIPS® private label and other haircare and paper goods supplies your particular Salon may require.

Great Clips derives revenue in the amount of approximately 6% of all private label haircare products sold by Salon Innovations, Inc. to GREAT CLIPS® franchisees. In the year ended

December 31, ~~2012~~2013, Great Clips' revenue from product royalties from these suppliers was \$457,653,441,661, or 0.76% of total revenues. Various suppliers also make donations and contributions towards Great Clips' annual meetings and other Great Clips-sponsored events in the form of goods, services and sponsorship or co-sponsorship. Great Clips or its affiliates may from time to time make available for purchase by you GREAT CLIPS® signs, equipment, inventory, supplies, advertising and sales promotion programs and materials, brochures, and other like supplies. Great Clips does not guaranty the availability of independent sources of supply. Great Clips, or its affiliates, expect to derive revenue and profit from sales of such items to its franchisees. Great Clips and its affiliates reserve the right to receive promotional allowances and rebates, commissions and other consideration from vendors in respect to services rendered or rights licensed to such persons, or sales effected by such persons.

Great Clips does not currently provide any material benefits to franchisees based on a franchisee's use of designated or approved sources. Great Clips negotiates purchase agreements with its suppliers that may result in cost saving benefits to its franchisees. Great Clips may publish periodically for the benefit of its franchisees a confidential list of authorized manufacturers or sources of supply for most items required to establish and operate a GREAT CLIPS® Salon. These are manufacturers and/or suppliers that Great Clips has determined are capable of manufacturing goods or supplying services that consistently conform to standards and specifications.

Upon request, Great Clips will make available to its franchisees the current written procedures relating to the selection process, modification or revocation of its suppliers. Franchisees may not be designated or approved suppliers. Great Clips' suppliers do not currently pay any fees relating to their approval or application for approval as a vendor to Great Clips. Suppliers are appointed by Great Clips if their products or services meet our standards and specifications, their facilities are capable of reliably serving the needs of our franchisees, and Great Clips is able to periodically monitor the quality of production or supply and the facilities of the supplier, as determined by Great Clips. You may make a written request for appointment of additional sources of supply for a given product or service, which may be granted if doing so would not create an inordinate number of suppliers of such product who are reasonably available to franchisees, and if such proposed supplier's product proves to comply with Great Clips' standards and specifications for such product, its facilities appear adequate to meet the needs of our franchisees and they are open to periodic inspection by Great Clips. The cost of evaluating a proposed new supplier may be charged to you or the supplier. You will be notified by email or verbally regarding the authorization or rejection of a supplier whose appointment you have requested within 30 days of our receipt of all the required information. Great Clips will revoke its appointment of a previously authorized supplier when we determine in our sole and absolute discretion that the supplier is not meeting the standards and specifications established by Great Clips for that product or service. Great Clips currently grants or revokes approval to its suppliers verbally. Great Clips does not currently have any distribution or purchasing cooperatives.

Great Clips currently provides franchisees who are preparing to open a new GREAT CLIPS® salon an electronic version of the Facilities and Purchasing Handbook. This Handbook is primarily designed to assist franchisees and their contractors to install the required equipment for their Salons. The Handbook also provides standards and specifications for some items Great

Clips allows franchisees to obtain from alternative sources of supply. This Handbook will be updated as Great Clips determines it is necessary.

You are bound by the terms of the Franchise Agreement to construct and operate your GREAT CLIPS® Salon in accordance with the requirements of the Operations Manual, the Facilities and Purchasing Handbook, approved construction plans and signage drawings, and other communications issued, or as revised periodically, by Great Clips. You must have architectural drawings completed by a licensed architect. All drawings must be submitted to and approved by Great Clips prior to commencing any work on the location.

You must upgrade and refurbish your Salon facility and fixtures, signage and equipment periodically as determined by Great Clips. Any upgrades that you are required to complete to maintain the Salon in accordance with Great Clips then-current standards will be at your expense. You will be required to remodel your Salon every 7-10 years depending on then-current standards and the overall condition of the Salon. You will also be required to make periodic improvements such as painting, carpeting, fixture repair and ongoing maintenance depending on the wear and tear of the Salon. It is anticipated that your ongoing investment will be approximately \$40,000 - \$60,000 every 7-10 years and \$2,500 - \$5,000 on an annual basis. See ~~Item 17~~.

You must obtain a license to use a suite of computer software from Great Clips' sole designated supplier, which is currently Innovative Computer Software ("ICS"). See ~~Item 11 and Exhibit I~~.



## Item 9

### FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition / lease	Sections <del>78.1</del> and <del>78.2</del> of Franchise Agreement  Sections 1 and 6.3 of Master Development Agreement  Section 5 of Three Star Agreement	Items 11 and 12
b. Pre-opening purchases / leases	Sections <del>78.3, 7.78.4, 8.6 and 8.8</del> <del>7.8, 7.9, 7.13 and 7.14</del> of Franchise Agreement  Section 1.2 of Master Development Agreement  Sections 5 Three Star Agreement	Items 7 and 8
c. Site development and other pre-opening requirements	Sections <del>78.1-8.4, 7.2, 7.39.8, 7.7, 7.8, 7.9 and 7.109.9</del> of Franchise Agreement.  Section 6.3 of Master Development Agreement.  Sections 5 of Three Star Agreement	Items 7, 11 and 12
d. Initial and ongoing training	Sections 6.1-6.8-7 of Franchise Agreement	Items 6, 7, 11 and 15
e. Opening	Sections 1.2, 3.1, <del>7.5-8.9</del> and <del>8.10.5</del> of Franchise Agreement	Item 11
f. Fees	Sections 3.3(d), 5.1-5.10, <del>6.76, 78.2, 8.6, 7.99.8, 7.14, 8.10.6, 10.12.1, and 12.14.6</del> of Franchise Agreement  Sections 2 and 3 of Master Development Agreement  Sections 2, 3, 5, 6, 7 and 8 of Three Star Agreement	Items 5 and 6
g. Compliance with standards and policies / Operating Manual	Sections 4.1-4.34, <del>78.3-7.178.9, 9.1-9.13 and 8.10.1 and 8.5</del> of Franchise Agreement.  Sections 1.1, 1.2, 9 and 11 of Master Development Agreement  Sections 5 and 8 of Three Star Agreement	Item 8
h. Trademarks and proprietary information	Sections 4, <del>7.148.6, 7.1811.3 and 9.319.1</del> of Franchise Agreement	Items 1, 13 and 14

OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
	Section 1.4 of Master Development Agreement.	
i. Restrictions on products / services offered	Sections <del>7-78.4</del> , <del>7-89.2</del> , <del>7-129.5</del> , <del>7-169.10</del> and <del>7-1919.2</del> of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections <del>7-99.8</del> and <del>7-129.11</del> of Franchise Agreement	Item 8
k. Territorial development and sales quotas	Sections 1, 6.1 and 6.2 of Master Development Agreement	Item 12
l. Ongoing product / service purchases	Section <del>7-89.5</del> of Franchise Agreement	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 3.3(c), <del>7.3</del> , <del>7-48.3-8.6</del> , <del>7-78.8</del> , <del>7-109.2</del> , <del>7-12</del> , <del>7-13</del> and <del>7-149.9</del> of Franchise Agreement	Items 7, 8 and 17
n. Insurance	Sections <del>4012.1-4012.3</del> of Franchise Agreement	Items 6 and 7
o. Advertising	Section <del>8-10</del> of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section <del>40.412</del> of Franchise Agreement	None
q. Owner's participation / management / staffing	Sections <del>7-119.3</del> , <del>7-169.10</del> , <del>7-1819.1</del> , <del>7-1919.2</del> and <del>1720.1</del> of Franchise Agreement  Section 11 of Master Development Agreement	Item 15
r. Records / reports	Sections <del>911.1</del> , <del>911.3</del> and <del>911.4</del> of Franchise Agreement	Item 6
s. Inspections / audits	Sections <del>7.17.4</del> and <del>911.5</del> of Franchise Agreement	Items 6 and 8
t. Transfer	Sections <del>12-14</del> and <del>16-18</del> of Franchise Agreement  Section 12 of Master Development Agreement  Section 9 of Three Star Agreement	Item 17
u. Renewal	Section 3 of Franchise Agreement  Sections 5 and Exhibit A of Master Development Agreement	Item 17
v. Post-termination obligations	Section <del>15-17</del> of Franchise Agreement	Item 17
w. Non-competition covenants	Section <del>7-19-19.1</del> of Franchise Agreement	Items 15 and 17
x. Dispute resolution	Section <del>13-15</del> of Franchise Agreement  Section 13 of Master Development Agreement	Item 17
y. Other	Not applicable	Not applicable

## Item 10

### FINANCING

Neither Great Clips, its agents, nor its affiliates offer financing arrangements for the purchase of your GREAT CLIPS® Salon. Great Clips may offer financing arrangements in the future depending on interest rates, availability of funds and other economic factors. Great Clips does not receive any payments from any company for the placement of financing. Great Clips has no existing practice or intention of selling, assigning or discounting to a third party all or any part of any financing arrangement.

Although it is not generally available, Great Clips may, at its sole and absolute discretion, guaranty a loan for a franchisee under limited circumstances and based upon certain criteria established by Great Clips. Great Clips may charge a fee for providing such guaranty. Great Clips reserves the right to change the amount or structure of the fee or to change or withdraw such guaranty without notice.

Great Clips, at its sole and absolute discretion, may guaranty a lease for a franchisee. In consideration for such a guaranty, you will be charged a ~~\$3,000~~3,350 non-refundable lease liability fee which will be due and payable by you upon the assignment of the lease or sublease. Samples of the lease documents are included as Exhibit K.

Great Clips may lease space in anticipation of assigning the lease or subletting the space to a franchisee. Great Clips will pass on to the franchisee any out-of-pocket expenses that have been incurred. If Great Clips is not released from liability under the lease after the assignment of the lease or sublease of the space to the franchisee, Great Clips will charge a ~~\$3,000~~3,350 non-refundable lease liability fee to the franchisee. If the lease liability fee is due Great Clips, your equipment order will not be placed until the fee has been paid. Great Clips reserves the right to change the amount or structure of this fee at any time and without notice.

If you want to assign your Franchise Agreement to a qualified assignee and Great Clips has ongoing liability under your Salon lease, we will require the assignee to personally and corporately provide a hold harmless agreement to Great Clips before we will give our consent to the assignment of the Franchise Agreement. We may also require that we receive a fully-executed copy of an assignment of lease from you to the assignee.

Great Clips reserves the right to pledge franchisee obligations to third parties to secure their obligations to such persons. Great Clips may occasionally offer, at its sole and absolute discretion, various incentive programs in connection with its franchise development activities, some of which may involve financing support to franchisees and free rent. These programs, if offered, are subject to change or withdrawal without notice.

The United States Small Business Administration (the "SBA") currently offers a Franchise Registry Program to allow for the expedited processing of SBA loans for franchisees of approved franchisors. Great Clips has complied with the eligibility requirements of the SBA's Franchise Registry Program and has been approved for participation. Great Clips franchisees who apply for SBA loans will receive the benefits of a streamlined loan process. For information regarding the SBA's Franchise Registry Program, contact their Website at [www.franchiseregistry.com](http://www.franchiseregistry.com). You should not, however, construe the presence of the GREAT CLIPS® franchise program on the SBA's Franchise Registry as an endorsement by the SBA, a guaranty you will be approved for a loan, or an indication of the success or profitability of a GREAT CLIPS® franchise.

### Item 11

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

Great Clips has the right to choose with whom it will do business and has no obligation to enter into additional or new Franchise Agreements or assignment agreements with existing franchisees with whom it has entered into previous Franchise Agreements for a single location or a Three Star Agreement or a Master Development Agreement for multiple locations.

**Except as listed below, Great Clips is not required to provide you with any assistance.**

#### **Assistance before Opening**

Before you open your business, Great Clips will:

- 1) Authorize you to establish and operate a retail salon identified by the GREAT CLIPS® service mark and employing the business format and System (Franchise Agreement - Section 1).  
~~Consult with you in connection with finding a suitable site.~~
- 32) Provide you with an approved Salon design, advise you on Salon layout, obtaining necessary licenses or permits, proper display of the Marks, ordering equipment, fixtures and initial inventories, recruiting personnel, and managing construction or refurbishing of the Salon. You must purchase equipment, furnishings, fixtures and signs for the Salon from Great Clips or our designated suppliers, as described in Item 8, and these items must meet our specified standards. (Franchise Agreement - Sections ~~6.97.1~~, ~~78.3~~, ~~7.78.4~~ and ~~7.89.5~~).
- 43) Provide you with advice regarding various marketing considerations, business planning, and assistance in conducting grand opening promotions and advertising and assist you in planning an initial local market advertising campaign. Under no circumstances does any assistance, consent or approval by Great Clips constitute an assurance or guaranty that these services will result in any level of success of your business (Franchise Agreement - Sections ~~6.97.1~~, ~~810.1-810.3~~, and ~~810.5~~).

- 54) Provide you with online access to the GREAT CLIPS® Website, GREAT CLIPS® University, Jobs2Web, the GREAT CLIPS® Operations Manual, and various other manuals and materials before or during your training (Franchise Agreement - Section 7.12).
- 65) Provide you and your staff with the training programs as described in this Item 11. You must pay your own travel and living expenses associated with any such training (Franchise Agreement - Sections 6.1- 6.76).

### Site Selection

Generally, you will lease the space for your Salon from a third party. Great Clips has occasionally assigned leases or subleased space for GREAT CLIPS® salons that we have executed as lessee. However, you are solely responsible for locating, obtaining and evaluating the suitability and prospects of your Salon location. From time to time, Great Clips may use exclusive real estate agents in connection with real estate location searches. Great Clips requires you to use only our exclusive real estate agent when pursuing sites that the agent has presented to Great Clips. While it is rare that a franchisee would be required to pay the real estate commission on the site for the Salon, this has occurred in certain circumstances. In this situation you will be required to pay any real estate commission whether or not the exclusive agent is utilized. (Franchise Agreement Section 8.1). (~~Franchise Agreement Section 7.1~~).

Great Clips must consent to the site for your GREAT CLIPS® Salon. Great Clips' consent to a site, Salon plans or any other matter constitutes permission only and is not an endorsement or guaranty. You are solely responsible for locating, obtaining and evaluating the suitability and prospects of your Salon location, layout and operations, and for the review and negotiation of your lease (Franchise Agreement – Section 78.1). Your Salon's success at the site will be due to factors beyond the control of Great Clips. Great Clips considers numerous factors in consenting to sites: demographics (current and trends), site plan design and positioning in the shopping center, strength of anchor tenants, proposed lease terms, access into and out of the shopping center, parking, visibility of the site, traffic patterns, shopping patterns, competition in the area, other current or future available sites to choose from in the trade area, and the strategic importance of the site to the overall market.

Unless you are participating in the Three Star Program, there is no time limit for you to find a site. However, if you do not open your salon within 24 months of the date of the Franchise Agreement, Great Clips will have the right, but not the obligation, to cancel the Franchise Agreement. If the Franchise Agreement is your first Franchise Agreement or is part of an incentive program, the Initial Franchise Fee is non-refundable (Franchise Agreement – Sections 5.2 and 5.3).

### Time to Open

You must work diligently to open your Salon for business in a timely manner. A typical length of time between the signing of the Franchise Agreement and the opening of your GREAT CLIPS® business is six to 24 months. Great Clips will have the right, but not the obligation, to cancel your Franchise Agreement if you do not open your Salon within 24 months from the signing of your Franchise Agreement. The time required to open a new facility for business may vary depending upon the availability of financing, availability of licensed cosmetologists, the real estate market, weather conditions, complying with local ordinances, completing delivery and installation of equipment and signs, procuring opening inventory and attendance at and satisfactory completion of the Great Clips Franchisee Orientation and Training program and other required training for new franchisees.

### **Assistance during the Operation of the Business**

During the operation of the franchised business, Great Clips will:

- 1) Provide a GREAT CLIPS® Website and GREAT CLIPS® University for franchisees on the Internet covering important aspects of the GREAT CLIPS® System. You must utilize the email address provided by Great Clips and access the franchisee Website for the purpose of communication with Great Clips. (Franchise Agreement – Section ~~7.15~~8.7 and ~~7.16~~9.10).
- 2) Provide regular System bulletins and periodic meetings and seminars for the dissemination of new concepts, procedures, systems and other useful information. You are responsible for registration fees, travel and living expenses, and other out-of-pocket costs in connection with attending any meetings or seminars (Franchise Agreement – Section ~~6.27~~3).
- 3) Provide continuing consulting and information on advertising and promotional matters, training and development procedures, and general guidance and advice through email, the GREAT CLIPS® Website, GREAT CLIPS® University, directives, System bulletins, meetings and seminars. Furnish you with field support services that Great Clips considers advisable in order to provide support and recommendations to resolve operating problems that you may encounter (Franchise Agreement – Sections ~~6.2-6.10~~7.2-7.4 and ~~6.2-6.7~~).
- 4) Provide standard electronic accounting forms, other accounting forms and electronic reports (Franchise Agreement – Section ~~9~~11.1).
- 5) Include you in purchasing programs Great Clips may establish periodically in respect to Salon design, fixtures, furnishings, equipment, inventories and supplies. Availability of such purchasing programs may also be subject to available credit terms and your continuing qualification to participate in these programs as a franchisee in good standing (Franchise Agreement - Sections ~~6.10~~7.2 and ~~7.8~~9.5).
- 6) Establish ~~advertising-marketing~~ and sales promotion programs for the benefit of the GREAT CLIPS® System (Franchise Agreement - Sections ~~8~~10.2-810.6). You will be

required to participate in these promotional programs. You will be required to sell goods or services with maximum retail price limits and/or offer various promotional items, cross marketing coupons, rebates or various other sales and marketing goods or value-added items. Periodic discount pricing on promotions will be based on Great Clips' unilateral determination of what would be in the best interest of the franchise System to protect its competitive brand position.

- 7) Provide additional training to you, your stylists and management staff at the current fee as described in this Item 11. You must pay your own travel and living expenses associated with any training (Franchise Agreement – Sections 6.2-6.7 and 7.3).
- 8) Provide information and advice on the operation of the GREAT CLIPS® business through the training program documentation and various other manuals which Great Clips will modify as needed. These modifications will not alter your status or rights under the Franchise Agreement. These manuals are confidential and remain the property of Great Clips (Franchise Agreement - Sections 7.129.2 and 7.1819.1). Great Clips reserves the right to periodically develop and issue new policies and procedures relating to the operation of the franchised business. All franchisees are required to abide by and follow these policies and procedures in operating their franchise.

## **Advertising**

### ***Advertising Fund***

You must participate in various market-wide and system-wide ~~advertising-marketing~~ and sales promotion programs. ~~See Item 9.~~ Great Clips, at its discretion, will establish advertising and sales promotion or discount programs for the benefit of the GREAT CLIPS® System through the North American Advertising Fund ("Ad Fund") (Franchise Agreement - Section 8.3). You must engage in additional local ~~advertising-marketing~~ and sales promotion activities at your own expense. Media coverage ~~is generally local in nature but may also be~~ local, regional or national and can include television, radio, print, the Internet, or other media as determined by Great Clips. Great Clips currently uses various marketing, advertising and promotional agencies and media buying services. Some in-house related services are provided through Great Clips' personnel. Franchisees may not develop their own advertising materials. You may make modifications to existing advertising materials but only after you have submitted any proposed advertising for our approval, which approval may be withheld at our sole and absolute discretion. Great Clips' approval, if given, is dependent upon a number of factors, including proper use of the Marks. Franchisees are prohibited from advertising their GREAT CLIPS® business in any manner on the Internet, via their greatclips.net email address, a website, or through other electronic means without prior permission from Great Clips, as provided in Great Clips' Electronic Marketing and Communications Policy.

All franchisees contribute 5% of their gross monthly sales to the Ad Fund, payable biweekly, for each of their GREAT CLIPS® salons. ~~See Item 6.~~ Company-owned salons, if any, will also contribute 5% of their gross monthly sales to the Ad Fund. Great Clips has sole and absolute discretion, within its own assessment of the general best interests of the GREAT CLIPS® System, to determine expenditures of funds collected into the Ad Fund for advertising, research,

marketing, public relations, promotion incentives, sponsorships, marketing partnerships, charitable events, giveaways, and various sales promotion programs and as to the selection of materials, programs, media and agencies on which those expenditures are made. Great Clips may compensate itself and its affiliates from the Ad Fund for reasonable expenses of administering and promoting the Ad Fund and the programs funded and administered through the Ad Fund, including any taxes that may be levied on or in relation to the Ad Fund receipts or fund balances. In the fiscal year ended December 31, ~~2012~~2013, Great Clips was compensated \$~~2,378,600~~2,000,000 or 5% of the Ad Fund's gross annual receipts, paid monthly, for administering the Ad Fund. Great Clips provides its franchisees with an annual accounting of the Ad Fund showing receipts and expenditures and Great Clips' expense of administering and promoting the Ad Fund. The Ad Fund has a \$1,000,000 line of credit at J.P. Morgan Chase to cover cash flow needs during the year. The interest rate for the credit line varies, but averages approximately 1.75% over the London Interbank Offered Rate ("LIBOR"). Currently, Great Clips also provides its franchisees with a quarterly, internally prepared financial statement of the Ad Fund by DMA. In the ~~2012-2013~~ calendar year, ~~2.83.6%~~2.83.6% of gross annual receipts of the Ad Fund were spent on production, ~~8588.2%~~85.88.2% was spent on media and ~~8.12%~~8.12% was spent on other expenses that included a 5% administration fee paid to Great Clips, the advertising agency fee, research and testing, and meeting-related expenses. Great Clips is not obligated to spend any specific amount collected into the Ad Fund in the DMA in which your Salon will be located. At the end of the calendar year, surplus funds, if any, are carried over into the next year. Currently, Great Clips does not use any advertising funds to solicit new franchisees. The Ad Fund is audited on an annual basis. The annual Ad Fund audit is available for review by franchisees.

### ***Grand Opening***

As referenced in Item 7, you must invest a minimum of \$~~1015,000~~1218,000 in a grand opening marketing plan approved by Great Clips.

### ***Market Development Advertising Fund***

As referenced in Items 5 and 7, you must make a \$5,000 non-refundable initial contribution to the Great Clips, Inc. Market Development Advertising Fund ("Market Development Ad Fund"). This is a one-time fee. Great Clips has sole and absolute discretion to determine the amount and nature of expenditures from the Market Development Ad Fund. Great Clips has the exclusive right to decide whether and in what proportions these funds will be allocated to advertising, research, marketing, public relations, sales promotions or other areas, and to select materials, programs, media and agencies it considers to be appropriate. Great Clips may compensate itself and its affiliates from the Market Development Ad Fund for reasonable expenses of administering and promoting (i) the Market Development Ad Fund and (ii) programs funded and administered under the Market Development Ad Fund, including payment of taxes that may be levied on or in relation to Market Development Ad Fund receipts or balances. Great Clips has no obligation to its franchisees to account for its administration of or expenditures under the Market Development Ad Fund.

### ***Marketing and Advisory Review Council***

Great Clips has established a Marketing and Advisory Review Council (the "MARC") that is composed of an elected and appointed body of franchisees for the purpose of providing Great Clips with input on a variety of issues and opportunities. The MARC operates under its own



Bylaws. The MARC is purely advisory in nature, but from time to time may vote on various programs, promotions or policies. Great Clips maintains all final decision-making authority in all matters presented to the MARC. Great Clips may change or dissolve the MARC at any time.

### ***Local Co-operative***

You must join and attend the meetings of a local cooperative ("Co-op") designated by Great Clips (Franchise Agreement - Section §10.6). The area of membership of the Co-op is defined by DMA. Each individual Co-op is self-governing and determines its own dues and assessments, if any. Corporate salons, if any, in the DMA will contribute dues and assessments on the same basis as that of franchisees in the Co-op. The member franchisees of the Co-op administer their own Co-op in accordance with written Co-op Operating Guidelines, which are available upon request. Co-ops are not currently required by Great Clips to prepare any kind of periodic accounting. Great Clips has the right to require Co-ops to be formed, changed, dissolved or merged, and may change the way in which they operate. The Co-op is separate from and has no relationship to the North American Advertising Fund or the Market Development Advertising Fund.

### **Computer Systems**

#### ***Software License***

You must obtain a license to use a suite of computer software from Great Clips' designated supplier, which is currently Innovative Computer Software ("ICS"). The computer software license covers a Styleware Software Suite of products including *Styleware Touch*<sup>™</sup>, *Salon Consolidator*, *Net Check-In*<sup>™</sup>, *Styleware Vantage*<sup>™</sup>, ~~*SalondataComparison*~~, and *Salondata.com* as described below and in Exhibit I. You will pay a monthly fee which is currently \$135 ~~\$155.00~~ for each Salon. The monthly fee is subject to change. See ~~Item 6~~. The fee covers all licensing, past and future research and development, surveys, updates, upgrades, documentation, and installation guides, as well as toll-free software support seven days a week during normal business hours. You will be required to pay the monthly fee electronically via an automatic bank withdrawal. You will be charged a fee of \$25.00 per phone call for telephone support that you seek after normal business hours. (See Exhibit I for the definition of normal business hours). A sample of the ICS Styleware<sup>™</sup> Software Suite Agreement is included as Exhibit I.

#### ***Styleware Touch*<sup>™</sup>**

The salon management software product is called *Styleware Touch*<sup>™</sup> and is designed exclusively for use by the GREAT CLIPS<sup>®</sup> System. The *Styleware Touch*<sup>™</sup> software program tracks employee productivity, records individual performance, facilitates the collection of customer data, monitors Salon profitability factors, facilitates scheduling and payroll, records service product sales, monitors inventory, simplifies point-of-sale and links GREAT CLIPS<sup>®</sup> salons to computer networks via broadband.

#### ***Salon Consolidator***

~~The *Salon Consolidator* software application is a stand-alone product that is run on a personal computer outside of the salon management system. Salon Consolidator receives point-of-sale data from multiple Salons, allowing you to view data side-by-side in numerical or graphical formats and pre-processes data for bookkeeping purposes.~~

### ***Net Check-In™***

*Net Check-In™* is a software product (commonly referred to as “Online Check-In”) customized for use by the GREAT CLIPS® System that provides customers with an Internet-based method for displaying estimated wait times of salons in a geographical manner via a map and allows for checking in to a GREAT CLIPS® Salon remotely and in real-time.

### ***Styleware Vantage™***

*Styleware Vantage* is an iOS salon management application that provides franchisees with real time data such as wait times, sales, and customer counts for their salons.

### ***SalondataComparison***

~~*SalondataComparison* is an online reporting tool designed and developed to provide a comparison of a salon's or a group of salons' performance to the performance of their market.~~

### ***Salondata.com***

Salondata.com is an online reporting tool to provide franchisees with access to operational reports from salon data stored and accessed through the website.

### ***Software Requirements***

The current software requirements to run these programs are WEPOS (1.1.0) with Service Pack 3 or POSReady 2009 and Borland Interbase 7.1 or 7.5 with Service Pack 2. You must maintain broadband connection to the salon management system, and you must promptly update and upgrade the operating system and database as determined by Great Clips. Great Clips reserves the right, if necessary and in Great Clips' sole judgment, to change the software programs to be used by its franchisees, in which case you will be required to replace the software programs within the time frame specified by Great Clips and at your expense.

### ***Hardware***

Currently, Great Clips does not require its franchisees to use any specific brand of computer hardware. —Your computer must connect to a barcode scanner and wait list display monitor. Great Clips reserves the unlimited right to require you, at your expense and in the time frame determined by Great Clips, to update or upgrade the hardware you use in your GREAT CLIPS® Salon to conform to new standards or specifications. Beginning in 2015, Great Clips will require franchisees to purchase a standardized salon hardware and infrastructure package, for point-of-sale purposes through a designated Great Clips integrator.

### ***Access***

You must maintain your computer so as to provide Great Clips with independent access to all sales, financial, marketing, customer, productivity, management and other business information and other operational data. All such information for your Salon is proprietary property owned by Great Clips. There are no contractual limitations on Great Clips' rights to access information for your Salon.

Great Clips currently requires all franchisees to transmit to Great Clips various reports and export files that give Great Clips access to all sales, financial, marketing, customer, productivity, management and other business and operational data pertaining to the Salon. You will provide this information to Great Clips via electronic transfer from your computer. (Franchise Agreement – Section 911.3).

You will send in your Continuing Franchise Fee and North American Ad Fund Contribution with your Biweekly Sales Report (Franchise Agreement - Section 911.4). You are also required to provide this information to Great Clips through the Internet and data warehousing site.

### ***Internet/Email***

Great Clips requires its franchisees to maintain broadband connection directly to the salon management system and to any other specified points of connection according to Great Clips' standards and specifications for the purpose of communication with Great Clips. Great Clips will provide you with a proprietary email address, mailbox and password for use in communicating with Great Clips. You will be required to review your email at least once per business day and use reasonable efforts to respond to emails and telephone calls from Great Clips within 24 hours. You will also be required to access the GREAT CLIPS® Website and GREAT CLIPS® University for franchisees ~~on a daily basis~~. Your conduct on the Internet and on the email system is subject to the Franchise Agreement, the Great Clips Electronic Marketing and Communications Policy and the Great Clips Information Protection Policy. You are required to keep all passwords, access codes and identification codes provided by Great Clips to you and your staff confidential. You are required at all times to comply with all email marketing, privacy and related laws.

### **Manuals**

The following is a summary of the current Table of Contents of the Operations Manual:

Section	Subject	Number of Pages
1	Our System	71
2	Standards of Operations	87
3	Licenses and Regulations	8
4	Field Services	29
5	Customer Service	28
6	Management <del>Tools and Resources</del> Guidelines	66
7	Retention Tools and Resources	123
8	Risk Management	83
9	Salon Operations	59
10	Additional Resources	5
		TOTAL: 559

The following is a summary of some of the current training courses ~~available online at GREAT CLIPS® University:~~

Section	Subject	Number of Pages
1	<del>(Re)Setting Expectations</del>	18
2	<del>Brand Communication</del>	30
3	<del>Building Ad Funded Market Calendars</del>	15
4	<del>Building School Relationships</del>	33
5	<del>Building the Franchisee Community</del>	17
6	<del>Building Trust</del>	26
7	<del>Cash Handling Procedures</del>	18
8	<del>Competitive Overview</del>	31
9	<del>Conducting a Salon Manager Performance Review</del>	31
10	<del>Continuing Fees ACH/EFT Payment Instructions</del>	11
11	<del>Creating a Product Focus</del>	18
12	<del>Creating a Safe Salon Environment</del>	33

13	Creating a Safe Salon Environment— Manager's Guide	19
14	Creating Plans	14
15	Delivering the Great Clips Brand	25
16	Employee Dishonesty	47
17	Employee Issues	17
18	Employee Safety within the Salon	11
19	Evaluating Your Compensation & Benefits Plan	26
20	Evaluating Your Team	28
21	Finding the "A" Site	19
22	Generating Customers	19
23	Grand Opening New Salons	24
24	Great Clips Brand Strategy	37
25	Great Clips History	23
26	Guerilla Marketing	21
27	How a Salon Makes Money	32
28	How to be a Great Peer Coach	14
29	How to Effectively Handle Customer Complaints	15
30	Introduction to Key Brand Measures & Reports	28
31	Introduction to Peer-to-Peer Coaching	29
32	Introduction to Styleware Touch	16
33	Investing in Your Business & Price Elasticity	23
34	Lease Renewals	37
35	Managing & Developing Your Manager	16
36	Managing Inventory Using Styleware	50
37	Marketing at Great Clips	16
38	Navigating Great Clips University	40
39	Online Check-In Training for Franchisees and General Managers	20
40	Point of Sale Overview	30
41	Policies Related to Your Franchise Agreement	24
42	Preferred Real Estate Criteria	21
43	Preparing a Financing Package	35
44	Preparing Salon Financials	29
45	Preparing for Your Grand Opening	35
46	Preparing Salon Financials	25
47	Real Estate Policy Overview	20
48	Recruiting 101	15
49	Re-Marketing Your Purchased Salon	13
50	Retaining Good Employees	31
51	Salon Compensation & Benefits Recommendations	47
52	Salon Manager Best Practices	26
53	Salon Teams—Success	19
54	Scheduler Basics: Navigating the Styleware Scheduler	23
55	Staying Informed at Great Clips	24
56	Styleware Security Setup	26
57	The Cosmetology Industry	35
58	The New Salon Build-Out Process	25
59	The Salon Remodeling Process	25
60	Training Your Staff	12
61	Unemployment Toolkit	17
62	Welcome to Great Clips	17
63	What is a Brand	21
64	Workers' Compensation and Injury Claims Management (U.S.-Only)	19
65	Working with Operations	

## Training

Great Clips provides training to you, your stylists and management staff as described below. You must attend and complete all then-current training requirements ~~as set forth~~ described in the Operations Manual within the time frame established by Great Clips. There are currently no refresher courses required, but you may re-attend all or portions of the Great Clips training programs at no additional charge other than your travel and living expenses. We reserve the right to require any franchisee, including assignees, to re-attend training sessions. You may be required to re-attend all or portions of a Great Clips training program, at our determination, as a condition for the renewal of your Franchise Agreement. We reserve the right to establish a reasonable training fee for mandatory re-training in connection with renewal of the franchise, and you must pay your own travel and living expenses.

Where available, and as indicated in the notes below, training will be provided at the nearest available market training center, although not all markets will have a training center. Training centers are established, as determined by Great Clips, depending on a number of factors such as market size, the number of open salons and need. In outlying or adjacent markets where there may not be a permanent training center established, the Great Clips Academy for Hair may be held at a hotel facility or other site designated by Great Clips. In outlying or adjacent markets, the Great Clips Academy for Hair programs are conducted as determined by Great Clips based on need. LEADS (Leading Excellence and Developing Staff) for Management Staff and related workshops will only be held at identified training centers. You and your staff are expected to commute to LEADS for Management Staff and related workshops at your expense. This is subject to change at Great Clips' discretion.

Training requirements are communicated and updated through periodic memos, emails, publications, manuals, the GREAT CLIPS® Website and GREAT CLIPS® University. Great Clips reserves the right to require any assignee or person active in the franchised business to complete all required training. Training for assignees is mandatory and must be completed to Great Clips' satisfaction ~~as set forth in the Operations Manual~~. Great Clips may increase or establish training fees and modify our training programs in whole or part at our sole and absolute discretion.

## TRAINING PROGRAM:

### Franchisee Orientation and Training

<u>Great Clips University</u>			
Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Welcome to Great Clips University	0.5	0	Online
Introduction to Great Clips	2.0	0	Online
Find Your Salon	0.75	0	Online
Business Administration - Finance & Accounting	0.5	0	Online
Your Salon Team - Train	0.5	0	Online
Build Your Salon – Build Out Process	.25	0	Online
Operate Your Salon	1.75	0	Online
Your Salon Team – Compensate, Recruit, Interview & Hire	0.5	0	Online
Your Salon Team – Manage & Develop	1.5	0	Online
Market Your Salon	2.0	0	Online
Operate Your Salon – Proactive Loss Prevention	1.0	0	Online
<b>TOTAL</b>	<b>11.25</b>	<b>0</b>	

<u>Building Your Legacy</u>			
Subject	Hours of Classroom Training	Hours of on the Job Training	Location
The Future of Great Clips	0.75	0	Minneapolis, Minnesota
Vision to Reality	2.0	0	Minneapolis, Minnesota
The Real Estate Plan	1.0	0	Minneapolis, Minnesota
The Profitability Plan	1.0	0	Minneapolis, Minnesota
The Marketing Plan	1.0	0	Minneapolis, Minnesota
Corporate Roundtables	0.75	0	Minneapolis, Minnesota
The Salon Team Plan	1.0	0	Minneapolis, Minnesota
Franchisee Roundtables	2.5	0	Minneapolis, Minnesota
Building Equity Profits	0.5	0	Minneapolis, Minnesota
Finalizing and Sharing Legacy Plans	1.5	0	Minneapolis, Minnesota
Building Your Legacy	0.5	0	Minneapolis, Minnesota
<b>TOTAL</b>	<b>12.5</b>	<b>0</b>	

## Academy for Hair

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
<b>Day 1</b>			
Welcome to Great Clips	0.5	0	Market Training Center
Delivering Our Brand	0.75	0	Market Training Center
Great Clips 5-Step Customer Connection	3.75	0	Market Training Center
Great Clips Cutting System	1.5	0	Market Training Center
<b>Day 2</b>			
New Customer Orientation	0.5	0	Market Training Center
Hair Type Questions and Answers	0.5	0	Market Training Center
Great Clips Cutting System	5.0	0	Market Training Center
<b>Day 3</b>			
5-Step Customer Connection with Computer	0.5	0	Market Training Center
Mad About Customer Service	0.5	0	Market Training Center
Great Clips Cutting System	1.0	0	Market Training Center
Great Clips Clipper System	3.0	0	Market Training Center
Development and Feedback Opportunities	0.25	0	Market Training Center
Tying It All Together	1.0	0	Market Training Center
<b>TOTAL</b>	<b>18.75</b>	<b>0</b>	

## LEADS for Management Staff

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
<b>MODULE ONE:</b>			
<b>Day 1 – Be a Leader</b>			
Comfort Zone/Learning Zone	0.25	0	Market Training Center
Who is Great Clips?	0.75	0	Market Training Center
Where Does All the Money Go?	0.75	0	Market Training Center
Management Basics	0.75	0	Market Training Center
Communications Basics	3.0	0	
Build a Development Plan	0.5	0	Market Training Center
<b>Day 2 – Create Comfort</b>			
Communication Skill Building	0.5	0	Market Training Center
Getting the Right People on the Bus	4.25	0	Market Training Center
Developing the Team	1.5	0	Market Training Center
Build a Development Plan	0.25		
<b>Day 3 – Deliver Freedom</b>			
Scheduling Fundamentals	4.75	0	Market Training Center
5 Steps to Scheduling	1.5	0	Market Training Center



<b>Day 4 – Foster Connection</b>			
Leadership Philosophy	0.5	0	Market Training Center
Effective Communication Skills	0.5	0	Market Training Center
Positive Feedback	1.0	0	Market Training Center
Problem Solving	1.25	0	Market Training Center
Documenting Discussions	0.75	0	Market Training Center
Managing Customer Complaints	1.0	0	Market Training Center
5-Step Customer Connection Development Program	1.25	0	Market Training Center
Prepare for Module Two	0.25	0	Market Training Center
Module One Summary	0.25	0	Market Training Center
TOTAL	25.50	0	
<b>MODULE TWO:</b>			
<b>Day 5 – Growing the Salon</b>			
Leadership Skills – Effective Communication	1.5	0	Market Training Center
Leadership Skills - Hiring	1.0	0	Market Training Center
Leadership Skills – Coach & Reinforce	1.5	0	Market Training Center
Leadership Skills – Coach & Reinforce Tools	2.0	0	Market Training Center
Development Plan	.5	0	Market Training Center
<b>Day 6 – Growing the Salon</b>			
Increasing Customer Counts	1.5	0	Market Training Center
Analyzing the Schedule	1.5	0	Market Training Center
Analyzing Brand Delivery	1.5	0	Market Training Center
Goal Setting	1.5	0	Market Training Center
SalonLink	0.25	0	Market Training Center
Summary and Development Planning	0.75	0	Market Training Center
TOTAL	13.5		

“New franchisee” includes the Designated Operator or Operators identified in your Franchise Agreement and any of your partners that intend to be actively involved in the operation of the Salon.

1) Franchisee Orientation and Training is a blend of online training delivered through the GREAT CLIPS® University online learning system, and two days of -Building Your Legacy classroom training delivered in Minneapolis, Minnesota. You will be granted access to GREAT CLIPS® University y, the online learning system, upon becoming a Great Clips franchisee, and will be required to complete a number of mandatory courses prior to attending Building Your Legacy. Building Your Legacy is . You will also be required to attend a two-day in-person training course currently held in Minneapolis, Minnesota, several times per year. New franchisees are required to register to attend immediately after their Franchise Agreement is accepted by Great Clips. You must attend and successfully complete all Franchisee Orientation and Training requirements as set forth in the Operations Manual. Great Clips strongly recommends that your general manager also complete this training. There is no fee charged to attend this training but you are responsible for you and your attendees travel and living expenses necessary to attend training. Franchisee Orientation and Training covers basic aspects of establishing and operating a GREAT CLIPS® salon. The presenters' experience varies, but

generally these individuals will have five to 25 years of experience in the GREAT CLIPS® System. You must attend and complete all Franchisee Orientation and Training requirements described in the Operations Manual~~This training is mandatory for all new franchisees and must be completed~~ to Great Clips' satisfaction.

2) The Great Clips Academy for Hair is delivered on a periodic basis, or as communicated, at the nearest available training facility. You, your management staff and stylists must attend and complete all Great Clips Academy for Hair training requirements ~~as set forth~~described in the Operations Manual. This training is designed to introduce your management staff and stylists to the GREAT CLIPS® concept and its systems. Each instructor has a minimum of four months experience as a trainer in the GREAT CLIPS® System. It is mandatory for all management staff and stylists to start the Great Clips Academy for Hair training within 30 days of their hire date and to complete training within 60 days of starting training. All of your employees must complete the Great Clips Academy for Hair training to the satisfaction of Great Clips. You are responsible for ensuring that all your stylists are licensed by the state's Cosmetology Board or equivalent official licensing entity.

3) LEADS for Management Staff – Module 1: Module 1 is delivered in day-long sessions on a periodic basis, or as communicated, at the nearest available training facility. This training is designed to help your management staff develop the knowledge and skills they need to follow the Great Clips operating procedures; recruit, interview, hire, and orient staff; prepare work schedules; understand basic salon financial information, payroll and team building. Each instructor has a minimum of four months experience as a trainer in the GREAT CLIPS® System. It is mandatory for all management staff to complete Module 1 of LEADS within 90 days of hire or promotion to a management position. All new franchisees and management staff must complete this training to the satisfaction of Great Clips, ~~as set forth~~described in the Operations Manual.

4) LEADS for Management Staff – Module 2: Module 2 is delivered in day-long sessions on a periodic basis, or as communicated, at the nearest available training facility. It is optional for franchisees to attend Module 2. This training is designed to help your management staff develop the skills they need to coach, develop, and retain staff, hold effective salon meetings, and assure excellent technical quality and customer service. Each instructor has a minimum of four month's experience as a trainer in the GREAT CLIPS® System. It is mandatory for all management staff to complete Module 2 of LEADS within 90 days of completion of Module 1. All management staff must complete this training to the satisfaction of Great Clips.

5) In-Salon Training: You are required to complete In-Salon Training in order to become familiar with day-to-day salon activities and with the operation of the point-of-sale system. This training will include participation in salon closing procedures, including running daily reports, as well as the salon opening procedure. You will typically complete this training with the assistance of an existing franchisee at their Salon, which will be located in the same market in which your first Salon is due to open, or you will work alongside your own Salon manager if you purchase your first Salon. You must successfully complete all requirements of In-Salon Training ~~as set forth~~described in the Operations Manual.

6) TEAM Training: TEAM Training is not required, but is offered to management staff that has completed LEADS. TEAM Training focuses on the skills and resources managers need to connect with their stylists and develop strong relationships that build a salon team.

7) Training Fees: You will be billed an annual training fee of \$200 per open salon. This fee will cover Great Clips Academy for Hair, TEAM Training, Great Clips University online resources and courses and LEADS for Management Staff for the year. There is no additional fee for your staff to attend this training, but trainees must pay for their meals and other related expenses.

## Item 12

### **TERRITORY**

You will conduct the GREAT CLIPS® business at an Authorized Location by establishing and operating the Salon as provided in the Franchise Agreement. You will receive an exclusive territory consisting of a circular area defined by a radius of three-quarters of a mile from the primary customer entrance of the Salon (the "Protected Area"). Great Clips agrees that it will not operate GREAT CLIPS® salons or grant GREAT CLIPS® franchises within the Protected Area, but you may establish additional salons within the Protected Area if you obtain our prior consent. If the Salon is in a ~~downtown or central business district~~ densely populated area, the Protected Area is a radius of one-tenth of a mile, as determined by Great Clips in advance of your Salon opening. If the location of the Salon is determined by Great Clips to be a non-traditional site, the Protected Area will be determined by Great Clips at the time of the designation. The Protected Area for a non-traditional site will be described in more detail in an exhibit to the Franchise Agreement. There is no minimum sales quota, sales volume, market penetration or other contingency. You maintain rights to your Protected Area even if the population increases.

The Franchise Agreement does not prohibit you from soliciting business for the Salon from any location; however, you may not use alternative distribution channels such as the Internet, catalog sales, telemarketing, or other direct marketing methods. You are not required to compensate, nor are you entitled to receive compensation from, Great Clips or other franchisees on account of any territorial or customer sales restrictions or due to the activities of any competitors or other GREAT CLIPS® salons.

Great Clips must consent to any closure and relocation of the Salon. Great Clips' consent, if granted, is based on whether you are in compliance with the Franchise Agreement, you have paid all money owed to us, the proposed location meets our site selection criteria, and you comply with the lease requirements in the Franchise Agreement, and with the terms and conditions of the Relocation Policy.

Any applications to open additional GREAT CLIPS® salons are subject to Great Clips' sole and absolute right to choose with whom it will do business. Great Clips has no obligation to enter into additional or new Franchise Agreements with existing franchisees with whom it has entered

into previous Franchise Agreements for a single location or multiple locations within the Protected Area or contiguous territories.

If you enter into a Master Development Agreement, you will be granted an exclusive area defined by the then-current television Designated Market Area (the “Exclusive DMA”) as long as you are in compliance with the development schedule and the terms and conditions of the Master Development Agreement. During the term of the Master Development Agreement, Great Clips agrees that it will not operate or grant another person to operate a GREAT CLIPS® salon at any location within the Exclusive DMA.

Great Clips and its affiliates have the right to establish company-owned or franchised GREAT CLIPS® salons at any locations they choose outside the Protected Area of the Salon or the Exclusive DMA, as described above. Great Clips and its affiliates may operate or franchise a business under a different trademark or name that sells goods and services similar to those offered by its franchisees and may engage in any other operation, haircare or otherwise, at any location, including the Protected Area and to any customer. These activities may compete with you.

Great Clips and its affiliates may market products, including products with the GREAT CLIPS® trademarks, service marks, trade names and other symbols, through alternative channels of distribution at any location or over the Internet and to any customer without obligation to its franchisees. These activities may compete with you.

### Item 13

### TRADEMARKS

Great Clips grants you the right to operate the Salon under the name GREAT CLIPS®, a federally registered trademark. You must also use other trademarks, service marks, trade names and commercial symbols (collectively “Marks”) that Great Clips develops or requires to identify your Salon and its products and service. Great Clips has registered the following Marks on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration No.	Date of Registration
GREAT CLIPS®	1,341,594	June 11, 1985
GREAT CLIPS FOR HAIR® (Service Mark)	1,610,866	August 21, 1990
GREAT CLIPS FOR HAIR® (Trademark)	1,620,738	November 6, 1990
SAILBOAT MOTIF	1,778,591	June 29, 1993
DESIGN MARK (SAIL)	2,013,051	November 5, 1996
<del>GREAT NEEDS. GREAT DEEDS.®</del>	<del>2,609,857</del>	<del>August 20, 2002</del>
DETOUR®	2,798,801	December 23, 2003
SOLUTIONS BY GREAT CLIPS®	2,949,985	May 10, 2005
HARD HAT®	3,240,467	May 8, 2007
RELAX. YOU'RE AT GREAT CLIPS®	3,251,241	June 12, 2007
CONNECT WITH GREAT CLIPS®	3,290,858	September 11, 2007
GREAT CLIPS® (Stylized)	4,048,419	November 1, 2011
EVERYTHING GREAT®	4,114,277	March 20, 2012

IT'S GONNA BE GREAT®	4,159,213	June 12, 2012
CLIP NOTES®	4,380,273	August 6, 2013
ONLINE CHECK-IN DESIGN	4,380,290	August 6, 2013

Great Clips has filed and the United States Patent and Trademark Office has accepted a Combined Declaration under Sections 8 and 15 for the "GREAT CLIPS®", "GREAT CLIPS FOR HAIR®", and "SAILBOAT MOTIF" Marks claiming five or more years of continuous use of these Marks with no outstanding claims of prior use of the same or similar mark. Great Clips has filed all required affidavits of use and renewal applications in connection with the Marks listed above.

Great Clips currently has filed the following trademark applications with the Principal Register United States Patent and Trademark Office.

Mark	Application No.	Date of Application
GREAT GIVING DEEDS	85/806955,392512	December 19, 2012 June 10, 2013
CLIP NOTES	85/816,015953,961	January 4, 2013 June 7, 2013
ONLINE CHECK-IN GREAT STUFF -DESIGN	95/819,054	January 9, 2013

The Marks indicated below are registered in the following countries outside the United States:

Mark	Registration No.	Date of Registration	Country
GREAT CLIPS FOR HAIR®	397,505	April 24, 1992	Canada
GREAT CLIPS®	429,379	June 24, 1994	Canada
SAILBOAT MOTIF	525,791	March 27, 2000	Canada
GREAT NEEDS. GREAT DEEDS. ®	614,998	July 16, 2004	Canada
DETOUR®	626,565	November 24, 2004	Canada
GREAT CLIPS®	4841100	February 25, 2005	Japan
SOLUTIONS BY GREAT CLIPS®	671949	September 1, 2006	Canada
GREAT CLIPS®	1110641	January 15, 2008	Australia
RELAX. YOU'RE AT GREAT CLIPS®	714985	May 23, 2008	Canada
CONNECT WITH GREAT CLIPS®	717506	June 26, 2008	Canada
GREAT CLIPS®	003849783	March 24, 2009	European Community
GREAT CLIPS®	1120255	September 10, 2009	Mexico
GREAT CLIPS®	2006/05367	January 21, 2010	South Africa
GREAT CLIPS®	7080210	August 7, 2010	China
GREAT CLIPS-MAPLE LEAF DESIGN	868066	December 30, 2013	Canada
EVERYTHING GREAT®	872,676	March 5, 2014	Canada
IT'S GONNA BE GREAT®	872,677	March 5, 2014	Canada

Great Clips has filed trademark applications for Marks in the following countries:

Mark	File No.	Date of Application	Country
GREAT CLIPS	1883171	November 9, 2009	India
EVERYTHING GREAT	1591938	August 28, 2012	Canada
IT'S GONNA BE GREAT	1591939	August 28, 2012	Canada
GREAT CLIPS - MAPLE LEAF DESIGN	1607463	December 19, 2012	Canada

Great Clips may also permit you to use from time to time other trademarks, service marks, trade names and commercial symbols as designated in writing.

Great Clips entered into an agreement dated December 12, 1992, with Clairol Incorporated in which Great Clips agreed that it will not use, advertise, or promote its SAILBOAT MOTIF mark unless the mark GREAT CLIPS® is used in direct conjunction with such use, either alone or in a phrase such as GREAT CLIPS FOR HAIR®.

There are no other agreements currently in effect that limit Great Clips' rights to use or license the use of the Marks. There are currently no infringing uses actually known to Great Clips which could materially affect your use of the GREAT CLIPS® Marks, trade name, logotypes or other commercial symbol in the state in which your Salon is to be located. There are no effective determinations of the Patent Office, the trademark administrator of any state or any court and there is no pending material litigation involving the Marks that are material to the franchise.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

You must notify Great Clips promptly if you become aware of any infringement or challenge to your use of the Marks. Great Clips reserves the right to control any trademark litigation and you must cooperate with any action that Great Clips takes. The attorneys' fees for an infringement action will be paid by Great Clips. Great Clips has the right to change the principal identifying Marks if necessary, on either a regional or national basis, and in such case, you are obligated, at your expense, to make changes designated by Great Clips in the Salon's signage and identification.

#### **Item 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

#### **Patents and Copyrights**

Great Clips does not own any rights in or to any patents or registered copyrights material to the franchise, nor does Great Clips have any pending patent applications. Although Great Clips has not filed an application for copyright registration for the Operations Manual, the GREAT CLIPS® Website, GREAT CLIPS® University, other manuals, videos, CDs, DVDs, training programs and promotional materials, Great Clips owns a copyright for these and other items it has developed and they may be registered at our discretion.

#### **Confidential and Proprietary Information**

Great Clips' confidential and proprietary information includes the Operations Manual, the GREAT CLIPS® Website, GREAT CLIPS® University, other manuals, training programs, advertising and promotional materials, CDs, DVDs, technologies, systems of operation,

programs, policies, standards, techniques, requirements and specifications, customer records, instructional materials and other matters. You may not disclose, except to your own GREAT CLIPS® employees, or use for any purpose other than operating the Salon, any confidential and proprietary information. You are also responsible for ensuring that your employees maintain the same level of confidentiality. If you or your employees learn about an unauthorized use of any of our confidential and proprietary materials, you must promptly notify us. Great Clips is not obliged to take any action, but will respond to this information in its discretion.

### Item 15

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

You must devote your best efforts to the management and operation of the GREAT CLIPS® business, but are not required to personally manage the Salon. You must successfully complete all Great Clips' required training for franchisees in the time frame designated by Great Clips. Your management staff and stylists must also successfully complete all training required by Great Clips. ~~See Item 11.~~ You must attend local co-op meetings and other meetings for franchisees held in your market to ensure that you stay apprised of the most current information affecting your business. You and your spouse are obligated under the Franchise Agreement not to engage in or be connected with or participate in or consult with or share the earnings or profits of, or lease property to any other business or activity that competes with the GREAT CLIPS® business at any location, including any retail haircare or personal grooming business, beauty school, barber school, cosmetology school, or any business selling hair products during the term of the franchise, for one year after the expiration or termination of the Franchise Agreement at any location within five miles of any GREAT CLIPS® salon or over the Internet, or for one year after you have assigned your interest in the Franchise Agreement anywhere within five miles of any GREAT CLIPS® salon, subject to state law requirements. See Item 17 with respect to restrictions on assignment of the franchise and business, Great Clips' right of first refusal and for information concerning covenants not to compete. You are also obligated to respect and protect the confidentiality and restricted use of confidential, proprietary and trade secret information owned by Great Clips and are responsible for ensuring that your employees maintain the same level of confidentiality. ~~See Item 14.~~

If you have formed a business entity to operate the GREAT CLIPS® business, you and each shareholder with an interest of 10% or more in that entity must personally guaranty complete and timely performance of all the franchisee's obligations under the Franchise Agreement, including payment of all fees and other expenses related to the GREAT CLIPS® business, and must sign the form of guaranty designated by Great Clips.

**Item 16**

**RESTRICTIONS ON  
WHAT THE FRANCHISEE MAY SELL**

Your business is confined by the Franchise Agreement to the operation of the GREAT CLIPS® retail haircare and personal grooming business. You may only offer inventory items and services designated by Great Clips and you must offer the full range of services and required inventory authorized by us. ~~See Items 8 and 9.~~

Great Clips may, at its sole and absolute discretion, add additional authorized services or inventory items or require you to change or discontinue certain inventory items and services that you offer in your Salon. There are no limits on Great Clips' right to do so, and in such case you are obligated, at your expense, to make those changes in the time frame designated by Great Clips.

~~See Item 8.~~

No other business or activity may be conducted or products or services offered at the Authorized Location. Your business may only be identified by the name GREAT CLIPS® or another of the licensed Marks designated in writing by Great Clips.

**Item 17**

**RENEWAL, TERMINATION, TRANSFER  
AND DISPUTE RESOLUTION**

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

**THE FRANCHISE RELATIONSHIP**

Provision	Section in Agreement	Summary
a. Length of the franchise term	Sections 3.1 and <del>4.2</del> 14.5 of Franchise Agreement	The term of the Franchise Agreement is 10 years from date of opening of the Salon or, if you buy an existing Salon, the term will be the balance of the term of the existing Salon.



Provision	Section in Agreement	Summary
	Section 4 of Master Development Agreement	10 years from date of acceptance by Great Clips.
	Section 4 of Three Star Agreement	24 months from date of acceptance by Great Clips.
b. Renewal or extension of the term	Section 3.2 of Franchise Agreement	The Franchise Agreement provides for consecutive additional renewal terms of 10 years each, subject to Section 3.3 of Franchise Agreement.
	Section 5 of Master Development Agreement	The Master Development Agreement provides for one five-year option to extend subject to certain conditions.
	Section 4 of Three Star Agreement	The 24-month term will not be extended.
c. Requirements for you to renew or extend	Section 3.3 of Franchise Agreement	To renew the Franchise Agreement you must give the required notice, be in compliance with the Franchise Agreement and Great Clips' policies, upgrade your Salon to then-current standards, pay a renewal fee of \$1,750, re-attend training at Great Clips' discretion, and sign the then-current form of General Release and Franchise Agreement. You may be asked to sign a Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
	Section 5 of Master Development Agreement	To extend the Master Development Agreement you must give the required notice, be in compliance with the Master Development Agreement and Great Clips' policies, sign a General Release, and continue to open salons under the Development Schedule.
d. Termination by you	Section <del>14</del> <u>16</u> .3 of Franchise Agreement	The Franchise Agreement may be terminated by you only for good cause or upon any grounds available by law.
e. Termination by Great Clips without cause	None	
f. <del>g.</del>		
f. Termination by Great Clips with cause	Sections 5.2, <del>14</del> .1, <del>14</del> .2 and <del>16</del> .1- <del>14</del> <u>16</u> .3 of Franchise Agreement	Great Clips may cancel your Franchise Agreement if: you fail to open the Salon within 24 months of the date Great Clips accepts the Franchise Agreement; you are no longer in good standing prior to signing a lease; you fail to satisfactorily complete required training; you engage in speculative behavior prior to the Salon opening; or if you breach your Franchise Agreement.
	Sections 7 and 8 of Master Development Agreement	Great Clips can terminate if you fail to: comply with the Development Schedule; pay amounts due under the Master Development Agreement or any Franchise Agreement; any Franchise Agreement is terminated by Great Clips; or you breach any of the terms and conditions of the Master Development Agreement.
g. "Cause" defined - curable defaults	Section <del>14</del> <u>16</u> .3 of Franchise Agreement	"Good cause" is a material breach of the Franchise Agreement or any other Franchise Agreement you have with Great Clips. You have seven days to cure for non-

Provision	Section in Agreement	Summary
	Section 7 of Master Development Agreement	<p>payment of sums due; and 30 days in all other cases, except those items in "h." below. Notice of termination may be given simultaneously with notice of default, subject to a right to cure.</p> <p>You may be given time to cure for failure to comply with the Development Schedule.</p>
h. "Cause" defined - non-curable defaults	<p>Section 416.1 and 416.2 of Franchise Agreement</p> <p>Section 8 of Master Development Agreement</p>	<p>Great Clips can terminate immediately if you: impair or threaten to impair the Marks or System; become insolvent; make an assignment for the benefit of creditors; abandon the Great Clips business; are convicted of any offense; or if you assign an interest in the Franchise Agreement without the consent of Great Clips. Great Clips can terminate upon a 30 day written notice if you engage in repeated breaches of the Franchise Agreement or commit a material breach of the Franchise Agreement that cannot be cured due to the nature of the breach.</p> <p>Failure to pay amounts due under the Master Development Agreement or any Franchise Agreement; any Franchise Agreement is terminated by Great Clips; or a breach of any of the terms and conditions of the Master Development Agreement may result in immediate termination.</p>
i. Your obligations on termination / non-renewal	<p>Section 15-17 of Franchise Agreement</p> <p>Section 10 of Master Development Agreement</p>	<p>Upon the termination or non-renewal of the Franchise Agreement, you must cease all use of the Marks; assign the telephone number for the Salon to Great Clips; pay all sums owed; return the manuals and cease all use of proprietary information; de-identify the Authorized Location; and comply with the non-competition covenant described in "r." below.</p> <p>Upon the termination or non-renewal of the Master Development Agreement, all rights granted under Master Development Agreement immediately revert to Great Clips. Termination does not affect the individual Franchise Agreements signed for each open franchised location in the Exclusive DMA.</p>
j. Assignment of contract by Great Clips	Section 14.1 of Franchise Agreement	There is no restriction on Great Clips' right to assign.
k. "Transfer" by you - definition	<p>Section 14.2 of Franchise Agreement</p> <p>Section 12 of Master Development Agreement</p> <p>Section 8 of Three Star Agreement</p>	<p>A transfer is any transfer or assignment of assets or rights under the Franchise Agreement or any ownership change that alters the percentage of ownership. All assignments, however minor, must be consented to by Great Clips.</p> <p>You cannot assign any rights or interest in the Master Development Agreement without the prior written consent of Great Clips.</p> <p>You cannot assign a majority interest of the Three Star Agreement to any party other than an original individual shareholder or partner.</p>

Provision	Section in Agreement	Summary
l. Great Clips approval of assignment by franchisee	Section <del>12</del> 14.4, <del>12</del> 14.7 and <del>12</del> 14.8 of Franchise Agreement	Great Clips must give its prior written consent to an assignment, which will not be unreasonably withheld. If Great Clips consents to a public offering, such consent does not in any way relieve you from sole responsibility for the contents and veracity of the offering and any private placement memorandum or other documents associated with the offering.
m. Conditions for Great Clips approval of assignment	Section <del>12</del> 14.4 of Franchise Agreement	Great Clips may withhold consent to an assignment if assignee: does not agree to operate the Salon as a GREAT CLIPS® salon; is not personally or financially qualified; does not meet Great Clips' then-current qualification guidelines for new franchisees; is not eligible to expand (if assignee is an existing franchisee); has conflicting interests with Great Clips; will not devote best efforts to management of the business; or cannot communicate in English. Assignee must sign new form of Franchise Agreement but only for the balance of the term of the assignor's Franchise Agreement. Assignee, and all individuals with a 10% or greater interest in assignee, must sign Great Clips' form of General Release and Guaranty, and pay the assignment fee, if applicable. Assignor may not assign more than 50% interest in the Franchise Agreement if the Salon is not in operation. If the Salon is temporarily closed, pending relocation, it may not be assigned in whole or in part.
n. Great Clips right of first refusal to acquire your business	Section <del>11</del> 13 of Franchise Agreement	If you decide to sell, merge, assign or otherwise dispose of any interest in the franchise, you must first offer the proposed transaction to Great Clips. Great Clips has 30 days after receiving the terms of a bona fide offer to match the offer on the price and terms or cash equivalent of the offer. In the event Great Clips does not exercise its right of first refusal and the offer changes in any way, or another offer is made, this new offer must be presented to Great Clips. We will then have 30 days to accept the new offer on the price and terms or cash equivalent of the third party offer. Any offer that Great Clips does not match must be transacted within 120 days from the date that Great Clips notifies the assignor that it does not wish to exercise its right of first refusal. If the transaction does not take place within 120 days, Great Clips has the right to re-evaluate and match the offer if it elects to do so.
o. Great Clips option to purchase your business	Section <del>16</del> 18.2 of Franchise Agreement	Great Clips has the right, but not the obligation, to buy any or all equipment and furnishings in the Salon at a price set by a qualified appraiser.
p. Your death or disability	Section <del>12</del> 14.9 of Franchise Agreement	If your heirs or executor wish to continue operating the Salon, they must apply for Great Clips' consent to the assignment and pay any applicable Assignment Fee.
q. Non-competition covenants during the term	Section <del>7-19</del> 19.2 of Franchise Agreement	You and your spouse must have no involvement in any way in any haircare or personal grooming business, beauty schools, cosmetology schools, barber schools, or any business selling hair products during the term of the

Provision	Section in Agreement	Summary
		Franchise Agreement at any location or over the Internet.
r. Non-competition covenants after the franchise is terminated, assigned or expires	Section <del>7.19</del> <u>19.2</u> of Franchise Agreement	You must have no involvement in any way in any haircare or personal grooming business, beauty schools, barber schools, cosmetology schools, or any business selling hair products for one year after the <u>termination, assignment or expiration</u> <del>or termination</del> of the Franchise Agreement anywhere within five miles of any GREAT CLIPS® salon, <del>or for one year after a franchisee's assignment of the Franchise Agreement anywhere within five miles of any GREAT CLIPS® salon.</del>
s. Modification of the agreement	Section <del>7.32</del> <u>12</u> of Franchise Agreement	There will be no modifications generally, but the Operations Manual, other manuals, various policies, fees for additional training, required purchases and services, and the Marks are subject to change.
t. Integration / merger clause	Section <del>7.32</del> <u>12</u> of Franchise Agreement	Only the terms of the Franchise Agreement are binding. Any other promises or representations outside the Franchise Agreement or this disclosure document are not authorized and are not binding or enforceable against Great Clips.
u. Dispute resolution by arbitration or mediation	Sections <del>13.1-13.3</del> <u>15.1-15.3</u> and <del>13.5</del> <u>15.5</u> of Franchise Agreement  Section 13 of Master Development Agreement	All disputes must be arbitrated in Minneapolis, Minnesota.  All disputes must be arbitrated in Minneapolis, Minnesota.
v. Choice of forum	Section <del>13.5</del> <u>15.5</u> of Franchise Agreement  Section 13.1 and 13.2 of Master Development Agreement	Except for certain claims, all legal proceedings must be held in Hennepin County, Minnesota.  All legal proceedings must be held in Hennepin County, Minnesota.  Illinois franchisees: See Addendum to Franchise disclosure document for the State of Illinois
w. Choice of law	Section <del>14.22</del> <u>11</u> of Franchise Agreement	The governing law will be the laws of the state in which the Authorized Location is located.  Illinois franchisees: Governing law will be the laws of the State of Illinois.  Maryland franchisees: Section 14-216(c) (25) of the Maryland Franchise Registration and Disclosure Law permits a franchisee in Maryland to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

## Item 18

### **PUBLIC FIGURES**

Great Clips will pay base sponsorship fees to ~~JR Motorsports, LLC~~ Hendrick Motorsports for the primary sponsorship of professional racing vehicles for competition in the ~~NASCAR Nationwide Series and to Hendricks Motorsports for three races in the~~ NASCAR Sprint Cup Series. Associate sponsorship fees will be paid to JR Motorsports in the NASCAR Nationwide Series and primary sponsorship fees will be paid to Kasey Kahne Racing in the World of Outlaws Dirt Sprint Car Series. Kasey Kahne will be the driver in ten races in the Sprint Cup Series and Chase Elliott will be the driver in the Nationwide Series. ~~Great Clips will pay sponsorship fees of \$6,400,000 for participation in NASCAR for the 2013 season. In the 2013 NASCAR Nationwide Series and races, Brad Sweet, Dale Earnhardt, Jr. and Kasey Kahne will be the drivers. Kasey Kahne will be the driver in the Sprint Cup Series.~~ Drivers are subject to change. In all races in which Great Clips is the primary sponsor, the GREAT CLIPS® logo will be displayed as the main sponsor on all vehicles used in competition and may include the use of in-car cameras. This sponsorship includes the use of the GREAT CLIPS® logo on the race car transporter, Great Clips' show car and transporter, driver apparel, race team apparel, management apparel, pit banners and garage banners, and all tool boxes. Great Clips has the right to use the trade name, and trademark of ~~JR Motorsports, LLC~~ Hendrick Motorsports in the sale, promotion, and marketing of Great Clips' products and services and in promoting the sale of our franchise. The term of the agreement is January 21, ~~2013~~ 2014 through November 30, ~~2013~~ 2014. Neither ~~JR Motorsports, LLC, Brad Sweet, Dale Earnhardt, Jr.~~ Hendrick Motorsports, nor Kasey Kahne nor Chase Elliott manage or own an interest in Great Clips. Great Clips reserves the right to change these sponsorships at any time.

## Item 19

### **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

Great Clips provides prospective franchisees with information regarding the average sales, expenses and cash flows of certain franchised GREAT CLIPS® units. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request, provided, however, that such substantiation shall not disclose the sales, expenses or cash flows of any specific franchised unit without the written authorization of the franchisee, except as required by any applicable state or federal registration authorities.

Other than as specifically disclosed in this Item 19, Great Clips does not make actual, average, projected or forecasted sales, expenses, profits, cash flow or earnings information available to prospective franchisees. There is no guaranty that any new franchisee will attain the average sales, expenses, profits, cash flow or earnings levels attained by any existing franchisees.

Great Clips has compiled these average sales, expenses, profits, cash flow or earnings figures from information supplied by GREAT CLIPS® franchisees and they should not be considered as the actual or potential sales, expenses, profits, cash flow, or earnings that will be realized by any other franchisee. Great Clips does not represent that any franchisee can expect to attain these sales, expenses, profits, cash flow or earnings. A new franchisee's individual financial results are likely to differ from the average figures presented below. If Great Clips included salons that were only open for one year, these numbers would be substantially different.

The average sales, expenses and cash flows of the GREAT CLIPS® units were obtained from operating statements submitted to Great Clips by its franchisees. Most franchisees use a cash versus accrual system for producing their financial statements, which may produce slight differences between the actual date of occurrence of expenses and the date such expenses are reported on the franchisee's financial statements. Neither Great Clips nor its independent certified public accountants have independently audited or verified these franchisee statements. The information received in these statements, to the best of Great Clips' knowledge, is accurate and complete.

All GREAT CLIPS® units offer substantially the same services and products to the public. The actual sales, expenses, and cash flow results of any franchised GREAT CLIPS® unit may vary substantially from these averages. Sales, expenses and cash flow results depend upon many independently variable factors including, but by no means limited to, the location and visibility of the unit, local traffic patterns, the demographic composition, age of the market and trends of the market area served by the unit, the competitive environment, public awareness of and goodwill associated with the name "GREAT CLIPS®", the region and market area in which the unit is located, the length of time the unit has been in operation, the quality of the management and service at the unit, labor costs, the individual skills of the franchisee and other factors. This information is therefore limited in its usefulness and should only be utilized as a reference for you to use in conducting your own independent analysis of the business.

The following table contains information relating solely to historical sales, expense and cash flow data compiled from existing franchised great clips® units. The table is qualified in its entirety by all the information, notes, cautionary statements and qualifications contained in this ~~item~~ Item 19.

## **AVERAGE OPERATING CASH FLOW OF CERTAIN GREAT CLIPS® UNITS**

### **GENERAL DESCRIPTION AND METHODOLOGY**

The following statement (referred to in this disclosure document as the "Average Operating Cash Flow Statement") consists of the average sales, expenses and operating cash flow of certain GREAT CLIPS® units. The statement is based on a sample of 1,317-375 units that were open two years or longer as of January 1, 2012-2013, and operating as of the date of this disclosure document.

The total eligible sample of units opened for two years or longer, as of January 1, 2012-2013, consisted of 2,462-600 salons. The sample was reduced by eliminating any unit for which Great Clips had insufficient data to be reasonably assured of having accurate and complete expense information (1,145-225 units).

The 1,145-225 units eliminated due to insufficient data were not distributed evenly over the entire database, based on total sales. Of the missing salons, 461-520 had total sales at or above the median for the total sample and 684-705 had total sales below the median for the total sample. If all 1,145-225 of these salons had been included in the sample, it would have reduced the median total sales in the sample by 6.04.6% and the net operating cash flow by a somewhat larger percent.

The sales and expense data used in the preparation of this table was taken from actual unit operating statements, provided by the franchisee, for each unit in the sample. The time frame or accounting period of these operating statements was the most current available to Great Clips, but, in some cases, did not match the exact time frame from which sales figures were drawn. Therefore some information was annualized to extract a full year worth of data.

The methodology used was to calculate each unit's reported expenses as a percentage of total sales, then to apply this expense percentage to the total sales for 2012-2013 to compute the operating cash flow figure. Great Clips feels that this is the method that produces the fairest representation of the current operating averages for these sample units.

The 1,317-375 units included in this sample are located in the following states/provinces:

State/Province	Number of Units
Alberta	47
Alabama	37
Arizona	8988
Arkansas	56
British Columbia	1513
California	9588
Colorado	5172
Delaware	1
Florida	6055
Georgia	1056
Idaho	4
Illinois	1518
Indiana	5980
Iowa	5662
Kansas	824
Kentucky	2015
Maryland	1929
Michigan	3
Minnesota	2718
Missouri	116
Montana	4445
Nebraska	159
Nevada	5
New Hampshire	1320
New Jersey	2
New Mexico	613
New York	4
North Carolina	3
North Dakota	8893
Ohio	5
Oklahoma	1371
Ontario	02
Oregon	34
Pennsylvania	23
South Carolina	527
South Dakota	2628
Tennessee	2327
Texas	89
Utah	4440
Virginia	63
Washington	2320
Wisconsin	935
Wyoming	4039
	178
	6

The average annualized total sales for this group of 1,317-375 units is \$334,794,337,651. A total of 568-601 units, or 43.17%, exceed this average. The average total of all expenses for this group of 1,317-375 units is \$268,181,269,880. A total of 753-781 units, or 5756.28%, have total expenses lower than the average figure of \$268,181,269,880. The average operating cash flow for this group of 1,317-375 units is \$66,613,67,771. A total of 603-636 units, or 4546.83%, had total average operating cash flow in excess of the average of \$66,613,67,771.



The following average operating cash flow information should not be construed as actual or probable results that will be realized by a franchisee. It is based on operating results of units in operation since at least ~~January~~ January 1, 2010 2011.

<b><u>AVERAGE OPERATING CASH FLOW STATEMENT</u></b>		
<b>Revenues<sup>1</sup></b>		
Service Sales	\$314,164 <u>315,532</u>	93.844 <u>5%</u>
Product Sales	<u>20,630</u> 22,119	<u>6.165</u> 5%
Total Revenues	\$334,794 <u>337,651</u>	100.00%
<b>Expenses</b>		
Labor <sup>2</sup>	\$157,433 <u>158,187</u>	47.024 <u>6.85%</u>
Occupancy <sup>3</sup>	33,440 <u>33,659</u>	9.999 <u>7%</u>
Products <sup>4</sup>	12,635 <u>12,364</u>	3.776 <u>6%</u>
Continuing Franchise Fees <sup>5</sup>	20,074 <u>20,251</u>	6.00%
Advertising <sup>6</sup>	19,226 <u>426</u>	5.747 <u>5%</u>
Other <sup>7</sup>	<u>25,373</u> 993	<u>7.587</u> 0%
Total Expenses	\$268,181 <u>269,880</u>	80.107 <u>9.93%</u>
Operating Cash Flow <sup>8</sup>	\$66,613 <u>67,771</u>	19.902 <u>0.07%</u>

Many GREAT CLIPS<sup>®</sup> franchisees operate more than one salon. The average number of salons per franchisee who has operated GREAT CLIPS<sup>®</sup> salons for over five years is 5.78.

## AVERAGES BASED ON SALES RANGE

Sales Range (\$000)	Salons			Expenses as a % of Sales					
	Number	%	Average Sales in Range	Labor	Occupancy	All Other	Total	Cash Flow (%)	Cash Flow (\$)
<\$150	7	.5	\$125,089	65.8%	19.4%	27.2%	112.4%	(12.4%)	(\$15,563)
<\$150 - \$199	3855	2.94.0	\$186,049 181,806	53.655.2 %	15.28%	2526.7 %	94.597. 7%	5.52.3%	\$10,3144, 154
\$200 - \$249	193180	14.713 .1	\$227,979 226,708	51.050.7 %	13.38%	24.54%	88.89%	11.21%	\$25,4301 65
\$250 - \$299	302313	22.98	\$276,876 275,883	47.948.2 %	11.87%	23.724. 0%	83.49%	16.61%	\$46,0694 4,456
\$300 - \$349	286289	21.70	\$323,721 635	47.046.3 %	10.24%	23.4%	80.61%	19.49%	\$62,9626 4,416
\$350 - \$399	219235	16.617 .1	\$374,175 033	45.946.1 %	9.1%	22.86%	77.8%	22.2%	\$83,0968 2,984
\$400 - \$449	123150	9.310. 9	\$421,698 424,537	45.445.7 %	8.82%	22.34%	76.53%	23.57%	\$99,2551 00,695
\$450+	149153	11.41	\$529,963 535,967	45.344.9 %	7.23%	21.98%	74.40%	25.626.0 %	\$135,649 139,150
All Salons in Sample	1,317375	100%	\$334,794 337,651	47.0246. 85%	9.9997%	23.0911 %	80.107 9.93%	19.9020.0 7%	\$66,6136 7,771

Notes:

1. Revenues. Average sales based on actual operating results as reported by franchisees to Great Clips.
2. Labor. Includes all employee-related expenses including: wages, salary, bonus, commission, payroll taxes, insurance benefits, other benefits, and workers' compensation expenses. Includes the cost of salon manager but excludes, if identifiable, any labor expense related to general manager or franchisee.
3. Occupancy. Includes all rent, common area maintenance, real estate taxes plus percentage rent paid, if any. Also includes any other lease-related charges such as maintenance, security, trash removal, merchant association dues or charges or shopping center promotional expenses.
4. Products. Includes the cost of all product purchased for resale or for back bar customer service usage plus all freight or delivery costs associated with this product.
5. Continuing Franchise Fees. All units in the System pay identical Continuing Franchise Fees of 6%. The model is not exactly 6% due to the fact that the franchisees predominately use a cash rather than accrual basis for accounting purposes.

6. Advertising. All units in the System pay identical amounts of 5% of gross sales into the North American Advertising Fund. In addition, virtually all franchisees participate in other discretionary advertising on a local or regional basis.
7. Other. This category includes all other cash expense items and categories not included elsewhere. These would include: travel and entertainment, supplies, dues and subscriptions, telephone, utilities, non-real estate repairs and maintenance, insurance, postage, freight, bad debts, taxes and fees, cash over/short, recruitment expense, laundry, meals, equipment purchase, credit card charges, accounting and legal, employee theft/losses, deposits, bank charges, uniforms, licenses, contributions, meeting expenses, janitorial, bad checks, printing, inventory differences, computer charges, and convention expenses.
8. Operating Cash Flow. This figure does not include any provision for income taxes or for non-cash expenses such as depreciation or amortization. It also does not include any reserve for future capital expenditures.

Newly opened units tend to have average sales and cash flow significantly below the average for the units included in the earnings claim sample above. This is especially true of new units opened by new franchisees in markets that have few existing units. Certain markets have substantially higher real estate costs than others and any prospective franchisee is urged to verify this along with all other expense factors in relation to local market conditions. Markets with many units and correspondingly larger cooperative advertising budgets tend to have units with higher revenues and cash flows than markets with few existing units.

You are responsible for developing your own business plan for your proposed GREAT CLIPS® unit, including capital budgets, pro forma financial statements, sales and expense projections and other elements appropriate to the particular circumstances of the proposed unit. In developing the business plan, you are cautioned to make necessary allowance for changes in financial results that may occur due to any of the factors listed above, for any and all ranges of general economic conditions that may exist now or in the future, or for any other circumstances that may impact the operation and performance of the business.

No representations or statements of actual, average or projected sales profits or earnings are made to applicants for GREAT CLIPS® franchises, except as stated in this Item 19. Neither Great Clips' sales personnel nor any employee or officer of Great Clips is authorized to make any claims or statements as to the earnings, sales, expenses, cash flows, or profits or prospects or chances of success that any franchisee can expect or that present or past franchisees have had, other than as stated in this Item 19. Great Clips specifically instructs its sales personnel, agents, employees and officers that they are not permitted to make any such claims or statements, nor are they authorized to represent or estimate dollar figures as to existing or future GREAT CLIPS® salon operations, other than as stated in this Item 19. Great Clips recommends that applicants for GREAT CLIPS® franchises make their own investigation and determine whether or not existing salons are profitable and whether their Salon is likely to be profitable. Great Clips will not be bound by allegations of any unauthorized representations as to earnings, sales, profits, prospects, or chances of success.

You are urged to consult with appropriate financial, business and legal advisors and existing ~~great-clips~~GREAT CLIPS<sup>®</sup> franchisees in connection with the use of any of the information contained in this section.

**Item 20**

**-OUTLETS AND FRANCHISEE INFORMATION**

**Systemwide Outlet Summary  
For Years 2010 to 2012**

Outlet-Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2010	2,794	2,913	+119
	2011	2,913	3,084	+171
	2012	3,084	3,287	+203
Company-Owned	2010	1	0	-1
	2011	0	2	+2
	2012	2	0	-2
Total Outlets	2010	2,795	2,913	+118
	2011	2,913	3,086	+173
	2012	3,086	3,287	+201

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
For Years 2010 to 2012**

State/Province	Year	Number of Transfers <sup>†</sup>
ALABAMA	2010	0
	2011	0
	2012	2
ALBERTA	2010	1
	2011	0
	2012	5
ARIZONA	2010	0
	2011	0
	2012	3
BRITISH COLUMBIA	2010	1
	2011	1
	2012	2
CALIFORNIA	2010	17
	2011	11
	2012	16
COLORADO	2010	1
	2011	4
	2012	4
FLORIDA	2010	1
	2011	5
	2012	16
GEORGIA	2010	2
	2011	6
	2012	8
ILLINOIS	2010	3
	2011	2
	2012	8
INDIANA	2010	2
	2011	1
	2012	0
IOWA	2010	5

State/Province	Year	Number of Transfers <sup>†</sup>
	2011	0
	2012	0
KANSAS	2010	2
	2011	8
	2012	3
KENTUCKY	2010	1
	2011	4
	2012	6
MARYLAND	2010	0
	2011	1
	2012	3
MASSACHUSETTS	2010	1
	2011	0
	2012	2
MICHIGAN	2010	4
	2011	6
	2012	3
MINNESOTA	2010	6
	2011	2
	2012	9
MISSOURI	2010	4
	2011	2
	2012	6
NEBRASKA	2010	0
	2011	0
	2012	5
NEVADA	2010	0
	2011	2
	2012	3
NEW HAMPSHIRE	2010	0
	2011	2
	2012	0
NEW JERSEY	2010	1
	2011	1
	2012	5
NEW MEXICO	2010	0
	2011	0
	2012	4
NEW YORK	2010	1
	2011	3
	2012	3
NORTH CAROLINA	2010	1
	2011	8
	2012	28
OHIO	2010	4
	2011	13
	2012	4
OKLAHOMA	2010	0
	2011	3
	2012	0
ONTARIO	2010	0
	2011	2
	2012	0
OREGON	2010	0
	2011	2

State/Province	Year	Number of Transfers <sup>1</sup>
	2012	1
PENNSYLVANIA	2010	1
	2011	5
	2012	7
TENNESSEE	2010	0
	2011	1
	2012	4
TEXAS	2010	15
	2011	10
	2012	19
UTAH	2010	0
	2011	1
	2012	2
VIRGINIA	2010	1
	2011	2
	2012	3
WASHINGTON	2010	2
	2011	2
	2012	2
WISCONSIN	2010	0
	2011	2
	2012	3
WYOMING	2010	0
	2011	0
	2012	1
TOTAL	2010	77
	2011	112
	2012	190

1) This column shows the number of salons that have been affected by a transfer of a controlling interest. Many of these transfers were single transfers between like parties that involved multiple units and in some instances may reflect multiple transfers affecting a single unit in the year indicated.

**Status of Franchised Outlets  
For Years 2010 to 2012**

State/Province	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons <sup>1</sup>	Outlets at End of the Year <sup>2</sup>
ALABAMA	2010	13	5	0	0	0	0	18
	2011	18	3	1	0	0	0	20
	2012	20	3	0	0	0	0	23
ALASKA	2010	7	0	0	0	0	0	7
	2011	7	0	0	0	0	0	7
	2012	7	1	0	0	0	1	7
ALBERTA	2010	20	1	0	0	0	0	21
	2011	21	3	0	0	0	0	24
	2012	24	6	0	0	0	0	30
ARIZONA	2010	122	4	0	0	0	3	123
	2011	123	3	0	0	0	5	121
	2012	121	2	0	0	0	4	119
ARKANSAS	2010	7	1	0	0	0	0	8
	2011	8	3	0	0	0	1	10
	2012	10	4	0	0	0	1	13
BRITISH COLUMBIA	2010	34	2	0	1	0	1	34
	2011	34	5	0	0	0	0	39
	2012	39	2	0	0	0	0	41
CALIFORNIA	2010	176	14	1	1	2	4	182
	2011	182	12	1	0	1	1	191
	2012	191	19	0	0	0	2	208
COLORADO	2010	116	2	0	1	0	1	116
	2011	116	3	1	0	0	5	113
	2012	113	0	0	0	0	1	112
CONNECTICUT	2010	0	2	0	0	0	0	2
	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
DELAWARE	2010	2	2	0	0	0	0	4
	2011	4	0	1	0	0	0	3
	2012	3	1	0	0	0	0	4
FLORIDA	2010	124	7	0	0	0	9	122
	2011	122	16	0	1	1	7	129
	2012	129	18	0	0	1	5	141
GEORGIA	2010	143	7	0	0	0	6	144
	2011	144	6	0	0	0	1	149
	2012	149	8	0	0	0	4	153
IDAHO	2010	19	1	0	0	0	0	20
	2011	20	0	0	0	0	0	20
	2012	20	1	0	0	0	0	21
ILLINOIS	2010	174	6	0	0	0	2	178
	2011	178	10	0	0	0	2	186
	2012	186	11	0	0	0	5	192
INDIANA	2010	117	5	0	0	0	3	119
	2011	119	8	0	0	0	5	122
	2012	122	6	0	0	0	2	126
IOWA	2010	42	4	0	0	0	3	42
	2011	43	3	0	0	0	0	46
	2012	46	5	0	0	0	0	51



State/Province	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons <sup>1</sup>	Outlets at End of the Year <sup>2</sup>
KANSAS	2010	36	4	0	0	0	2	38
	2011	38	0	0	0	0	0	38
	2012	38	4	0	0	0	2	40
KENTUCKY	2010	63	6	0	0	0	0	69
	2011	69	7	0	0	0	1	75
	2012	75	2	0	0	0	2	75
MARYLAND	2010	28	1	0	0	0	0	29
	2011	29	3	0	0	1	1	30
	2012	30	5	0	0	0	1	34
MASSACHUSETTS	2010	3	3	0	0	0	0	6
	2011	6	5	0	0	0	0	11
	2012	11	8	0	0	0	0	19
MICHIGAN	2010	84	18	0	0	0	1	101
	2011	101	13	0	0	0	1	113
	2012	113	20	0	0	0	2	131
MINNESOTA	2010	153	3	0	0	0	2	154
	2011	154	4	0	0	0	6	152
	2012	152	3	0	0	0	2	153
MISSOURI	2010	92	2	0	0	0	2	92
	2011	92	5	0	0	0	4	93
	2012	93	9	0	0	0	4	98
MONTANA	2010	14	0	0	0	0	1	14
	2011	13	2	0	0	0	0	15
	2012	15	1	0	0	0	0	16
NEBRASKA	2010	26	3	0	0	0	1	28
	2011	28	0	0	0	0	1	27
	2012	27	0	0	0	0	1	26
NEVADA	2010	38	0	0	0	0	2	36
	2011	36	1	0	0	0	0	37
	2012	37	1	0	0	0	1	37
NEW HAMPSHIRE	2010	4	3	0	0	0	0	7
	2011	7	2	0	0	0	0	9
	2012	9	2	0	0	0	0	11
NEW JERSEY	2010	43	13	1	0	0	0	55
	2011	55	9	0	0	2	0	62
	2012	62	12	0	0	0	2	72
NEW MEXICO	2010	12	0	0	0	0	0	12
	2011	12	1	0	0	0	0	13
	2012	13	0	0	0	0	0	13
NEW YORK	2010	3	2	0	0	0	0	5
	2011	5	7	0	0	0	0	12
	2012	12	2	0	0	0	0	14
NORTH CAROLINA	2010	152	6	0	2	0	1	155
	2011	155	12	0	0	0	4	163
	2012	163	7	0	0	0	3	167
NORTH DAKOTA	2010	6	0	0	0	0	0	6
	2011	6	1	0	0	0	0	7
	2012	7	0	0	0	0	0	7
OHIO	2010	220	9	0	0	0	2	227
	2011	227	12	0	0	0	3	236
	2012	236	16	0	0	0	4	248
OKLAHOMA	2010	7	2	0	0	0	0	9

State/Province	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons <sup>1</sup>	Outlets at End of the Year <sup>2</sup>
ONTARIO	2011	9	2	0	0	0	0	11
	2012	11	5	0	0	0	1	15
	2010	7	6	0	0	0	0	12
OREGON	2011	12	7	0	0	0	0	19
	2012	19	8	0	0	0	0	27
	2010	57	2	1	0	0	0	58
PENNSYLVANIA	2011	58	4	0	0	0	2	60
	2012	60	2	0	0	0	1	61
	2010	61	6	0	0	0	0	67
SOUTH CAROLINA	2011	67	13	0	0	0	0	80
	2012	80	12	0	0	0	0	92
	2010	58	4	0	0	0	1	61
SOUTH DAKOTA	2011	61	11	0	0	0	2	70
	2012	70	5	0	0	0	1	74
	2010	10	0	0	0	0	0	10
TENNESSEE	2011	10	0	0	0	0	0	10
	2012	10	1	0	0	0	0	11
	2010	67	7	0	0	0	1	73
TEXAS	2011	73	5	0	0	0	2	76
	2012	76	7	0	0	0	0	83
	2010	161	16	0	0	0	5	172
UTAH	2011	172	17	0	0	0	2	187
	2012	187	27	0	0	0	4	210
	2010	57	4	0	0	0	2	59
VIRGINIA	2011	59	4	0	0	0	2	61
	2012	61	0	0	0	0	0	61
	2010	48	2	0	0	0	3	47
WASHINGTON	2011	47	9	0	0	0	1	55
	2012	55	4	0	0	0	0	59
	2010	103	6	1	1	1	3	103
WISCONSIN	2011	103	4	0	0	0	4	103
	2012	103	4	0	0	0	4	103
	2010	59	4	1	0	0	0	62
WYOMING	2011	62	8	0	0	0	0	70
	2012	70	10	0	0	0	1	79
	2010	6	0	0	0	0	0	6
Total	2011	6	1	0	0	0	0	7
	2012	7	1	0	0	0	0	8
	2010	2794	195	5	6	3	62	2913
Total	2011	2913	244	4	1	5	63	3084
	2012	3084	265	0	0	1	61	3287

- 1) This column includes franchised salons which are closed and in the process of being relocated pursuant to Great Clips' Relocation Policy. The Relocation Policy permits a franchisee to apply to Great Clips for approval to close a salon and relocate within the Designated Market Area and within two year years under the existing Franchise Agreement.
- 2) Many GREAT CLIPS® franchisees operate more than one salon. The average number of salons per franchisee who has operated GREAT CLIPS® salons for over five years is 5.7.

**Status of Company-Owned Outlets  
For Years 2010 to 2012**

State/Province	Year	Outlets-at Start-of-the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets-Sold to Franchisee	Outlets-at End-of-the Year
CALIFORNIA	2010	0	0	2	0	2	0
	2011	0	0	1	0	1	0
	2012	0	0	0	0	0	0
FLORIDA	2010	0	0	0	0	0	0
	2011	0	0	1	0	1	0
	2012	0	0	1	0	1	0
MARYLAND	2010	0	0	0	0	0	0
	2011	0	0	1	0	1	0
	2012	0	0	0	0	0	0
NEW JERSEY	2010	0	0	0	0	0	0
	2011	0	0	2	0	0	2
	2012	2	0	0	0	2	0
TEXAS	2010	1	0	0	0	1	0
	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
WASHINGTON	2010	0	0	1	0	1	0
	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
Total	2010	1	0	3	0	4	0
	2011	0	0	5	0	3	2
	2012	2	0	1	0	3	0

Projected Openings as of December 31, 2012

State/Province	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year <sup>†</sup>
ALABAMA	4	24	0
ALASKA	0	0	0
ALBERTA	17	52	0
ARIZONA	45	27	0
ARKANSAS	1	10	0
BRITISH COLUMBIA	9	02	0
CALIFORNIA	68	815	0
COLORADO	30	03	0
CONNECTICUT	8	43	0
DISTRICT OF COLUMBIA	0	31	0
FLORIDA	58	1013	0
GEORGIA	38	47	0
HAWAII		3	0
IDAHO	0	0	0
ILLINOIS	52	87	0
INDIANA	16	14	0
IOWA	14	2	0
KANSAS	6	35	0
KENTUCKY	18	3	0
MARYLAND	5	24	0
MASSACHUSETTS	21	811	0
MICHIGAN	51	48	0
MINNESOTA	22	42	0
MISSOURI	36	03	0
MONTANA	1	0	0
NEBRASKA	3	02	0
NEVADA	17	02	0
NEW JERSEY	59	36	0
NEW MEXICO	2	0	0
NEW YORK	5	814	0
NORTH CAROLINA	34	23	0
NORTH DAKOTA	0	12	0
OHIO	60	25	0
OKLAHOMA	3	12	0
ONTARIO	30	812	0
OREGON	13	1	0
PENNSYLVANIA	50	1019	0
RHODE ISLAND	4	02	0
SOUTH CAROLINA	9	02	0
SOUTH DAKOTA	2	1	0
TENNESSEE	19	13	0
TEXAS	115	1029	0
UTAH	21	1	0
VIRGINIA	49	24	0
WASHINGTON	11	10	0
WEST VIRGINIA	16	15	0
WISCONSIN	16	2	0
WYOMING	0	10	0
Total	1058	130227	0

**Item 20**

**OUTLETS AND FRANCHISEE INFORMATION**

**Systemwide Outlet Summary**  
**For Years 2011 to 2013**

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of the Year</u>	<u>Outlets at the End of the Year</u>	<u>Net Change</u>
<u>Franchised</u>	<u>2011</u>	<u>2,913</u>	<u>3,084</u>	<u>+171</u>
	<u>2012</u>	<u>3,084</u>	<u>3,287</u>	<u>+203</u>
	<u>2013</u>	<u>3,287</u>	<u>3,518</u>	<u>+231</u>
<u>Company-Owned</u>	<u>2011</u>	<u>0</u>	<u>2</u>	<u>+2</u>
	<u>2012</u>	<u>2</u>	<u>0</u>	<u>-2</u>
	<u>2013</u>	<u>0</u>	<u>2</u>	<u>+2</u>
<u>Total Outlets</u>	<u>2011</u>	<u>2,913</u>	<u>3,086</u>	<u>+173</u>
	<u>2012</u>	<u>3,086</u>	<u>3,287</u>	<u>+201</u>
	<u>2013</u>	<u>3,287</u>	<u>3,520</u>	<u>+233</u>

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years 2011 to 2013**

<u>State/Province</u>	<u>Year</u>	<u>Number of Transfers<sup>1</sup></u>
<u>ALABAMA</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>2</u>
	<u>2013</u>	<u>0</u>
<u>ALBERTA</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>5</u>
	<u>2013</u>	<u>0</u>
<u>ARIZONA</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>3</u>
	<u>2013</u>	<u>0</u>
<u>ARKANSAS</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>0</u>
	<u>2013</u>	<u>1</u>
<u>BRITISH COLUMBIA</u>	<u>2011</u>	<u>1</u>
	<u>2012</u>	<u>2</u>
	<u>2013</u>	<u>1</u>
<u>CALIFORNIA</u>	<u>2011</u>	<u>11</u>
	<u>2012</u>	<u>16</u>
	<u>2013</u>	<u>9</u>
<u>COLORADO</u>	<u>2011</u>	<u>4</u>
	<u>2012</u>	<u>4</u>
	<u>2013</u>	<u>0</u>
<u>DELAWARE</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>0</u>
	<u>2013</u>	<u>1</u>
<u>FLORIDA</u>	<u>2011</u>	<u>5</u>
	<u>2012</u>	<u>16</u>
	<u>2013</u>	<u>13</u>
<u>GEORGIA</u>	<u>2011</u>	<u>6</u>
	<u>2012</u>	<u>8</u>
	<u>2013</u>	<u>21</u>
<u>ILLINOIS</u>	<u>2011</u>	<u>2</u>

<u>State/Province</u>	<u>Year</u>	<u>Number of Transfers<sup>1</sup></u>
	<u>2012</u>	<u>8</u>
	<u>2013</u>	<u>6</u>
<u>INDIANA</u>	<u>2011</u>	<u>1</u>
	<u>2012</u>	<u>0</u>
	<u>2013</u>	<u>5</u>
<u>IOWA</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>0</u>
	<u>2013</u>	<u>2</u>
<u>KANSAS</u>	<u>2011</u>	<u>8</u>
	<u>2012</u>	<u>3</u>
	<u>2013</u>	<u>1</u>
<u>KENTUCKY</u>	<u>2011</u>	<u>4</u>
	<u>2012</u>	<u>6</u>
	<u>2013</u>	<u>2</u>
<u>MARYLAND</u>	<u>2011</u>	<u>1</u>
	<u>2012</u>	<u>3</u>
	<u>2013</u>	<u>1</u>
<u>MASSACHUSETTS</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>2</u>
	<u>2013</u>	<u>4</u>
<u>MICHIGAN</u>	<u>2011</u>	<u>6</u>
	<u>2012</u>	<u>3</u>
	<u>2013</u>	<u>6</u>
<u>MINNESOTA</u>	<u>2011</u>	<u>2</u>
	<u>2012</u>	<u>9</u>
	<u>2013</u>	<u>2</u>
<u>MISSOURI</u>	<u>2011</u>	<u>2</u>
	<u>2012</u>	<u>6</u>
	<u>2013</u>	<u>1</u>
<u>NEBRASKA</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>5</u>
	<u>2013</u>	<u>18</u>
<u>NEVADA</u>	<u>2011</u>	<u>2</u>
	<u>2012</u>	<u>3</u>
	<u>2013</u>	<u>0</u>
<u>NEW HAMPSHIRE</u>	<u>2011</u>	<u>2</u>
	<u>2012</u>	<u>0</u>
	<u>2013</u>	<u>0</u>
<u>NEW JERSEY</u>	<u>2011</u>	<u>1</u>
	<u>2012</u>	<u>5</u>
	<u>2013</u>	<u>11</u>
<u>NEW MEXICO</u>	<u>2011</u>	<u>0</u>
	<u>2012</u>	<u>4</u>
	<u>2013</u>	<u>0</u>
<u>NEW YORK</u>	<u>2011</u>	<u>3</u>
	<u>2012</u>	<u>3</u>
	<u>2013</u>	<u>4</u>
<u>NORTH CAROLINA</u>	<u>2011</u>	<u>8</u>
	<u>2012</u>	<u>28</u>
	<u>2013</u>	<u>4</u>
<u>OHIO</u>	<u>2011</u>	<u>13</u>
	<u>2012</u>	<u>4</u>
	<u>2013</u>	<u>27</u>
<u>OKLAHOMA</u>	<u>2011</u>	<u>3</u>
	<u>2012</u>	<u>0</u>

<u>State/Province</u>	<u>Year</u>	<u>Number of Transfers<sup>1</sup></u>
	2013	0
<u>ONTARIO</u>	2011	2
	2012	0
	2013	1
<u>OREGON</u>	2011	2
	2012	1
	2013	0
<u>PENNSYLVANIA</u>	2011	5
	2012	7
	2013	8
<u>SOUTH CAROLINA</u>	2011	0
	2012	0
	2013	8
<u>SOUTH DAKOTA</u>	2011	0
	2012	0
	2013	1
<u>TENNESSEE</u>	2011	1
	2012	4
	2013	1
<u>TEXAS</u>	2011	10
	2012	19
	2013	11
<u>UTAH</u>	2011	1
	2012	2
	2013	1
<u>VIRGINIA</u>	2011	2
	2012	3
	2013	5
<u>WASHINGTON</u>	2011	2
	2012	2
	2013	1
<u>WISCONSIN</u>	2011	2
	2012	3
	2013	18
<u>WYOMING</u>	2011	0
	2012	1
	2013	0
<u>TOTAL</u>	2011	112
	2012	190
	2013	196

1) This column shows the number of salons that have been affected by a transfer of a controlling interest. Many of these transfers were single transfers between like parties that involved multiple units and in some instances may reflect multiple transfers affecting a single unit in the year indicated.

**Status of Franchised Outlets  
For Years 2011 to 2013**

<u>State/Province</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non- Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons<sup>1</sup></u>	<u>Outlets at End of the Year<sup>2</sup></u>
ALABAMA	2011	18	3	1	0	0	0	20
	2012	20	3	0	0	0	0	23
	2013	23	3	0	0	0	0	26
ALASKA	2011	7	0	0	0	0	0	7
	2012	7	1	0	0	0	1	7
	2013	7	1	0	0	0	1	7
ALBERTA	2011	21	3	0	0	0	0	24
	2012	24	6	0	0	0	0	30
	2013	30	2	0	0	0	0	32
ARIZONA	2011	123	3	0	0	0	5	121
	2012	121	2	0	0	0	4	119
	2013	119	7	0	0	0	1	125
ARKANSAS	2011	8	3	0	0	0	1	10
	2012	10	4	0	0	0	1	13
	2013	13	2	0	0	0	0	15
BRITISH COLUMBIA	2011	34	5	0	0	0	0	39
	2012	39	2	0	0	0	0	41
	2013	41	2	0	0	0	1	42
CALIFORNIA	2011	182	12	1	0	1	1	191
	2012	191	19	0	0	0	2	208
	2013	208	15	0	0	0	2	221
COLORADO	2011	116	3	1	0	0	5	113
	2012	113	0	0	0	0	1	112
	2013	112	8	0	0	0	2	118
CONNECTICUT	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	4	0	0	0	0	6
DELAWARE	2011	4	0	1	0	0	0	3
	2012	3	1	0	0	0	0	4
	2013	4	2	0	0	0	0	6
FLORIDA	2011	122	16	0	1	1	7	129
	2012	129	18	0	0	0	5	141
	2013	141	24	0	0	0	5	160
GEORGIA	2011	144	6	0	0	0	1	149
	2012	149	8	0	0	0	4	153
	2013	153	9	0	0	0	5	157
IDAHO	2011	20	0	0	0	0	0	20
	2012	20	1	0	0	0	0	21
	2013	21	0	0	0	0	0	21
ILLINOIS	2011	178	10	0	0	0	2	186
	2012	186	11	0	0	0	5	192
	2013	192	19	0	0	0	6	205
INDIANA	2011	119	8	0	0	0	5	122
	2012	122	6	0	0	0	2	126
	2013	126	9	0	0	0	3	132
IOWA	2011	43	3	0	0	0	0	46
	2012	46	5	0	0	0	0	51
	2013	51	4	0	0	0	1	54



State/Province	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons <sup>1</sup>	Outlets at End of the Year <sup>2</sup>
KANSAS	2011	38	0	0	0	0	0	38
	2012	38	4	0	0	0	2	40
	2013	40	5	0	0	0	1	44
KENTUCKY	2011	69	7	0	0	0	1	75
	2012	75	2	0	0	0	2	75
	2013	75	8	0	0	0	3	80
MARYLAND	2011	29	3	0	0	1	1	30
	2012	30	5	0	0	0	1	34
	2013	34	3	1	1	0	0	35
MASSACHUSETTS	2011	6	5	0	0	0	0	11
	2012	11	8	0	0	0	0	19
	2013	19	4	0	0	1	0	22
MICHIGAN	2011	101	13	0	0	0	1	113
	2012	113	20	0	0	0	2	131
	2013	131	22	0	0	0	4	149
MINNESOTA	2011	154	4	0	0	0	6	152
	2012	152	3	0	0	0	2	153
	2013	153	1	0	0	0	1	153
MISSOURI	2011	92	5	0	0	0	4	93
	2012	93	9	0	0	0	4	98
	2013	98	8	0	0	0	2	104
MONTANA	2011	13	2	0	0	0	0	15
	2012	15	1	0	0	0	0	16
	2013	16	1	0	0	0	1	16
NEBRASKA	2011	28	0	0	0	0	1	27
	2012	27	0	0	0	0	1	26
	2013	26	2	0	0	0	1	27
NEVADA	2011	36	1	0	0	0	0	37
	2012	37	1	0	0	0	1	37
	2013	37	3	0	0	0	2	38
NEW HAMPSHIRE	2011	7	2	0	0	0	0	9
	2012	9	2	0	0	0	0	11
	2013	11	1	0	0	1	0	11
NEW JERSEY	2011	55	9	0	0	2	0	62
	2012	62	12	0	0	0	2	72
	2013	72	10	1	0	0	0	81
NEW MEXICO	2011	12	1	0	0	0	0	13
	2012	13	0	0	0	0	0	13
	2013	13	0	0	0	0	0	13
NEW YORK	2011	5	7	0	0	0	0	12
	2012	12	2	0	0	0	0	14
	2013	14	9	0	0	0	0	23
NORTH CAROLINA	2011	155	12	0	0	0	4	163
	2012	163	7	0	0	0	3	167
	2013	167	11	0	0	0	2	176
NORTH DAKOTA	2011	6	1	0	0	0	0	7
	2012	7	0	0	0	0	0	7
	2013	7	1	0	0	0	0	8
OHIO	2011	227	12	0	0	0	3	236
	2012	236	16	0	0	0	4	248
	2013	248	12	0	0	2	5	253
OKLAHOMA	2011	9	2	0	0	0	0	11

State/Province	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons <sup>1</sup>	Outlets at End of the Year <sup>2</sup>
	2012	11	5	0	0	0	1	15
	2013	15	2	0	0	0	0	17
ONTARIO	2011	12	7	0	0	0	0	19
	2012	19	8	0	0	0	0	27
	2013	27	11	0	0	0	0	38
OREGON	2011	58	4	0	0	0	2	60
	2012	60	2	0	0	0	1	61
	2013	61	3	0	0	0	1	63
PENNSYLVANIA	2011	67	13	0	0	0	0	80
	2012	80	12	0	0	0	0	92
	2013	92	12	0	0	0	2	102
SOUTH CAROLINA	2011	61	11	0	0	0	2	70
	2012	70	5	0	0	0	1	74
	2013	74	2	0	0	0	1	75
SOUTH DAKOTA	2011	10	0	0	0	0	0	10
	2012	10	1	0	0	0	0	11
	2013	11	0	0	0	0	0	11
TENNESSEE	2011	73	5	0	0	0	2	76
	2012	76	7	0	0	0	0	83
	2013	83	7	0	0	0	1	89
TEXAS	2011	172	17	0	0	0	2	187
	2012	187	27	0	0	0	4	210
	2013	210	31	0	0	2	1	238
UTAH	2011	59	4	0	0	0	2	61
	2012	61	0	0	0	0	0	61
	2013	61	3	0	0	0	2	62
VIRGINIA	2011	47	9	0	0	0	1	55
	2012	55	4	0	0	0	0	59
	2013	59	4	0	0	0	1	62
WASHINGTON	2011	103	4	0	0	0	4	103
	2012	103	4	0	0	0	4	103
	2013	103	6	1	0	0	2	106
WEST VIRGINIA	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	4	0	0	0	0	4
WISCONSIN	2011	62	8	0	0	0	0	70
	2012	70	10	0	0	0	1	79
	2013	79	4	0	0	0	1	82
WYOMING	2011	6	1	0	0	0	0	7
	2012	7	1	0	0	0	0	8
	2013	8	1	0	0	0	0	9
Total	2011	2913	244	4	1	5	63	3084
	2012	3084	265	0	0	1	61	3287
	2013	3287	302	3	1	6	61	3518

1) This column includes franchised salons which are closed and in the process of being relocated pursuant to Great Clips' Relocation Policy. The Relocation Policy permits a franchisee to apply to Great Clips for approval to close a salon and relocate within the Designated Market Area and within two year years under the existing Franchise Agreement.

- 2) Many GREAT CLIPS® franchisees operate more than one salon. The average number of salons per franchisee who has operated GREAT CLIPS® salons for over five years is 5.8.

**Status of Company-Owned Outlets  
For Years 2011 to 2013**

<u>State/Province</u>	<u>Year</u>	<u>Outlets at Start of the Year</u>	<u>Outlets Opened</u>	<u>Outlets Reacquired From Franchisee</u>	<u>Outlets Closed</u>	<u>Outlets Sold to Franchisee</u>	<u>Outlets at End of the Year</u>
<u>CALIFORNIA</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>FLORIDA</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
	<u>2012</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>MARYLAND</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>MASSACHUSETTS</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>NEW HAMPSHIRE</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>NEW JERSEY</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2012</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>OHIO</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>TEXAS</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2012</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>Total</u>	<u>2011</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>3</u>	<u>2</u>
	<u>2012</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>3</u>	<u>0</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>4</u>	<u>2</u>

**Projected Openings as of December 31, 2013**

<u>State/Province</u>	<u>Franchise Agreements Signed But Outlet Not Opened</u>	<u>Projected New Franchised Outlets in the Next Fiscal Year</u>	<u>Projected New Company – Owned Outlets In the Next Fiscal Year<sup>1</sup></u>
ALABAMA	5	3	0
ALASKA	0	1	0
ALBERTA	17	5	0
ARIZONA	44	4	0
ARKANSAS	0	1	0
BRITISH COLUMBIA	10	0-0	0
CALIFORNIA	81	10	0
COLORADO	28	1	0
CONNECTICUT	10	4	0
FLORIDA	54	3	0
GEORGIA	49	5	0
HAWAII	3	1	0
IDAHO	0	0	0
ILLINOIS	34	9	0
INDIANA	21	3	0
IOWA	11	2	0
KANSAS	6	3	0
KENTUCKY	20	2	0
MARYLAND	4	2	0
MASSACHUSETTS	23	10	0
MICHIGAN	45	4	0
MINNESOTA	22	3	0
MISSOURI	39	1	0
MONTANA	1	0	0
NEBRASKA	4	1	0
NEVADA	14	2	0
NEW JERSEY	48	4	0
NEW MEXICO	3	0	0
NEW YORK	10	7	0
NORTH CAROLINA	39	2	0
NORTH DAKOTA	2	1	0
OHIO	69	3	0
OKLAHOMA	7	1	0
ONTARIO	35	8	0
OREGON	13	1	0
PENNSYLVANIA	59	9	0
RHODE ISLAND	4	0	0
SOUTH CAROLINA	5	1	0
SOUTH DAKOTA	2	1	0
TENNESSEE	15	1	0
TEXAS	131	14	0
UTAH	19	1	0
VIRGINIA	41	2	0
WASHINGTON	7	1	0
WEST VIRGINIA	4	2	0
WISCONSIN	12	2	0
WYOMING	0	1	0
Total	1070	153	0

1) Great Clips does not anticipate opening any new company-owned salons but may reacquire salons from its franchisees.

~~1) Great Clips does not anticipate opening any new company-owned salons but may reacquire salons from its franchisees.~~

Exhibit A lists the names of all current franchisees and the addresses and telephone numbers of each salon.

Exhibit B lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with Great Clips within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, Great Clips has signed confidentiality clauses with current or former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between Great Clips and the current or former franchisee. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Great Clips. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Exhibit C lists, to the extent known, the names, addresses, telephone numbers, email addresses and web addresses of each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored or endorsed.

Exhibit D lists the independent franchisee organizations that have asked to be included in this disclosure document.

## **Item 21**

### **FINANCIAL STATEMENTS**

This disclosure document contains Great Clips' audited balance sheets as of December 31, ~~2012~~2013, ~~2011~~2012, and ~~2010~~2011, and the related audited statements of earnings, comprehensive income, changes in shareholders' deficit and cash flows for the years ended December 31, ~~2012~~2013, ~~2011~~2012, and ~~2010~~2011, together with the report of independent certified public accountants.

## **Item 22**

### **CONTRACTS**

Included in this disclosure document is a sample of Great Clips' standard Franchise Agreement and other contracts or agreements that may be proposed for use in connection with the franchise. You are encouraged to obtain such independent legal and financial advice as you determine is appropriate to obtain a full understanding of the franchise offered by this disclosure document before making any commitment.

### **Item 23**

#### **RECEIPTS**

The receipt in duplicate is found on the last two pages of this disclosure document. The Federal Trade Commission requires that you acknowledge that you have received the disclosure document. This does not obligate you to purchase a franchise and it does not obligate us to sell you a franchise.

**EXHIBIT A**

List of Outlets

Salon Name	Franchisee	City	State/Province	Zip	Phone
Towerlane II	Incor Group, Inc.	Airdrie	AB	T4B 3M2	(403) 948-0642
Beltline	1002032 Alberta LTD	Calgary	AB	T2R 1L3	(403) 209-2229
Brick Plaza	Incor Group, Inc.	Calgary	AB	T2J 0P6	(403) 258-4419
Bridlewood	Pega Enterprises, Inc.	Calgary	AB	T2Y 4S2	(403) 201-0044
Country Hills	Pega Enterprises, Inc.	Calgary	AB	T3K 4Y7	(403) 226-2561
Creekside Crossing	Pega Enterprises, Inc.	Calgary	AB	T3P 0A3	(403) 398-3572
Crowfoot Square	Incor Group, Inc.	Calgary	AB	T3G 4S3	(403) 208-3444
Deer Valley Marketplace	APS Boyce Consulting, Ltd.	Calgary	AB	T2J 6G2	(403) 278-8033
Deerfoot Meadows	Incor Group, Inc.	Calgary	AB	T2H 3B5	(403) 204-3382
Gates of Walden	1625765 Alberta Ltd.	Calgary	AB	T2X 0R2	(403) 984-4115
Horizon Square	Incor Group, Inc.	Calgary	AB	T1Y 6J2	(403) 250-7018
Seton	1625765 Alberta Ltd.	Calgary	AB	T3M 1T4	(403) 718-0442
Signal Hill Centre	Incor Group, Inc.	Calgary	AB	T3H 3P8	(403) 240-4490
South Trail Crossing	Incor Group, Inc.	Calgary	AB	T2Z 3V8	(403) 257-6451
Sundance Place	1625765 Alberta Ltd.	Calgary	AB	T2X 0M5	(403) 453-4922
West Springs Retail Centre	1631616 Alberta, Inc.	Calgary	AB	T3H 0V5	(587) 353-4788
Calgary Trail	1260101 Alberta Ltd.	Edmonton	AB	T6J 6V1	(780) 450-2547
Castle Downs	1167001 Alberta Ltd.	Edmonton	AB	T5X 3Y7	(780) 472-0566
Clairview	1167005 Alberta, Ltd.	Edmonton	AB	T5Y3E7	(780) 456-8831
Currents of Windermere	1260101 Alberta Ltd.	Edmonton	AB	T6W 0L9	(780) 434-4066
Eilerslie Corner	1260101 Alberta Ltd.	Edmonton	AB	T6W 1A2	(780) 438-2244
Hampton Market	1260101 Alberta Ltd.	Edmonton	AB	T5T 2K4	(780) 443-4664
Hollick Kenyon Landing	1785480 Alberta LTD	Edmonton	AB	T5Y 0L2	(780) 457-1755
Market at the Meadows	1260101 Alberta Ltd.	Edmonton	AB	T6T 069	(780) 469-1366
Mayfield Commons	1628356 Alberta Ltd.	Edmonton	AB	T5P 4B3	(780) 444-4302
Namao Centre	1166997 Alberta, Ltd.	Edmonton	AB	T5X 6E4	(780) 472-7660
South Edmonton Commons	Cuong Bui	Edmonton	AB	T6N 1L1	(780) 465-9310
Gateway Power Center	1260101 Alberta Ltd.	Grande Prairie	AB	T8V 7L3	(780) 532-1661
West Lethbridge Save-On Foods	APS Boyce Consulting, Ltd.	Lethbridge	AB	T1J5E8	(403) 327-2255
Westland Plaza	1625765 Alberta Ltd.	Okotoks	AB	T1S 1N1	(403) 938-6445
Lakeland Ridge Shopping Center	FS Business Enterprises Inc.	Sherwood Park	AB	T8H 2G8	(780) 416-0208
Spruce Grove	1260101 Alberta Ltd.	Spruce Grove	AB	T7X 0C8	(780) 962-5224
Location to be Determined	1260101 Alberta Ltd.		AB		
Location to be Determined	1260101 Alberta Ltd.		AB		
Location to be Determined	1625765 Alberta Ltd.		AB		
Location to be Determined	1625765 Alberta Ltd.		AB		
Location to be Determined	1625765 Alberta Ltd.		AB		
Location to be Determined	1625765 Alberta Ltd.		AB		
Location to be Determined	1625765 Alberta Ltd.		AB		
Location to be Determined	1625765 Alberta Ltd.		AB		
Location to be Determined	1628356 Alberta Ltd.		AB		
Location to be Determined	1631616 Alberta, Inc.		AB		
Location to be Determined	Alan Arsenault		AB		
Location to be Determined	APS Boyce Consulting, Ltd.		AB		
Location to be Determined	APS Boyce Consulting, Ltd.		AB		
Location to be Determined	Buzzmark Holdings, Ltd.		AB		
Location to be Determined	KCS Group, Inc.		AB		
Location to be Determined	Maninder Bagga		AB		



Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	McFadden Ventures, LTD.		AB		
Location to be Determined	McFadden Ventures, LTD.		AB		
Location to be Determined	Yasir Saeed		AB		
Abbott Road Fred Meyer	Total Eclipse, Ltd./Brickman	Anchorage	AK	99507	(907) 279-2547
Dimond and Victor	Total Eclipse, Ltd./Brickman	Anchorage	AK	99515	(907) 333-2547
South Anchorage Retail Plaza Center	Total Eclipse, Ltd./Brickman	Anchorage	AK	99515	(907) 929-2547
Tikahtnu Commons	Total Eclipse, Ltd./Brickman	Anchorage	AK	99507	(907) 337-2547
Eagle River Fred Meyer	Total Eclipse, Ltd./Brickman	Eagle River	AK	99577	(907) 622-2547
Palmer Evergreen Retail Center	Total Eclipse, Ltd./Brickman	Palmer	AK	99645	(907) 746-5708
Wasilla Blockbuster Plaza	Total Eclipse, Ltd./Brickman	Wasilla	AK	99654	(907) 373-2547
Colonial Promenade	Seyler Enterprises, Inc.	Alabaster	AL	35007	(205) 664-0679
Athens Shoppes	Bama Clips, Inc.	Athens	AL	35611	(256) 771-9977
Auburn Comer Village	Parkside Ventures II, LLC	Auburn	AL	36830	(334) 821-0910
Eagle Crossing	Parkside Ventures II, LLC	Auburn	AL	36832	(334) 321-0546
Hamilton Place	Parkside Ventures II, LLC	Auburn	AL	36830	(334) 887-0172
Colonial Promenade Tannehill	Blythe Enterprises, LLC	Bessemer	AL	35022	(205) 425-1801
Trace Crossings	Seyler Enterprises, Inc.	Birmingham	AL	35244	(205) 987-8954
Valleydale Village	Seyler Enterprises, Inc.	Birmingham	AL	35244	(205) 437-0443
Market Square	DAMA, LLC	Cahaba Heights	AL	35243	(205) 969-1140
Calera Publix Market Place	On the Marc Holdings, LLC	Calera	AL	35040	(205) 668-4110
Chelsea Crossroads	On the Marc Holdings, LLC	Chelsea	AL	35043	(205) 678-7786
Wilkommen Centre	Blythe Holdings, Inc.	Cullman	AL	35055	(256) 734-6900
Shops on the Circle	WNC Group, LLC	Dothan	AL	36303	(334) 671-7900
Trotter's Place	John Wilenski	Guntersville	AL	35976	(256) 894-4555
Bazaar 280	DAMA, LLC	Hoover	AL	35242	(205) 437-9996
Hoover Place	Naureen Panjwani	Hoover	AL	35226	(205) 822-0850
South Shades Crest Center	Seyler Enterprises, Inc.	Hoover	AL	35244	(205) 733-0607
Village on Whitesburg	Bama Clips, Inc.	Huntsville	AL	35801	(256) 489-5001
Leeds Village	DAMA, LLC	Leeds	AL	35094	(205) 702-4281
Madison Festival	Bama Clips, Inc.	Madison	AL	35758	(256) 772-2366
Shop of Madison	Bama Clips, Inc.	Madison	AL	35758	(256) 830-0001
Tiger Town	Parkside Ventures II, LLC	Opelika	AL	36801	(334) 364-0093
Hampton Cove	Bama Clips, Inc.	Owens Cross Roads	AL	35763	(256) 539-7678
Oxford Commons	Blythe Holdings, Inc.	Oxford	AL	36203	(256) 835-7030
South Park Center	On the Marc Holdings, LLC	Pell City	AL	35128	(205) 338-6500
Trussville Marketplace	Spring Color, Inc.	Trussville	AL	35173	(205) 661-2011
Location to be Determined	Bama Clips, Inc.		AL		
Location to be Determined	DLG Holding, LLC		AL		
Location to be Determined	On the Marc Holdings, LLC		AL		
Location to be Determined	On the Marc Holdings, LLC		AL		
Location to be Determined	WNC Group, LLC		AL		
Benton Commons	Arkansas Clips, LLC	Benton	AR	72015	(501) 778-3400
Commerce Center	NWA Clips, LLC	Bentonville	AR	72712	(479) 268-5611
Alcoa Exchange	Arkansas Clips, LLC	Bryant	AR	72022	(501) 778-8746
Shoppes at Rockwood	Arkansas Clips, LLC	Cabot	AR	72023	(501) 843-8746
Conway Commons	Quo Clips, LLC	Conway	AR	72032	(501) 205-8221
Conway Market Place	Arkansas Clips, LLC	Conway	AR	72034	(501) 205-8214
University Square	NWA Clips, LLC	Fayetteville	AR	72701	(479) 301-2087

Salon Name	Franchisee	City	State/Province	Zip	Phone
Wedington Place	NWA Clips, LLC	Fayetteville	AR	72704	(479) 444-8500
Jacksonville Plaza	Quo Clips, LLC	Jacksonville	AR	72076	(501) 241-0555
Creek Place	Kristy Beliew	Jonesboro	AR	72401	(870) 268-8800
Chenal Commons	Quo Clips, LLC	Little Rock	AR	72211	(501) 312-1133
Colony West	Quo Clips, LLC	Little Rock	AR	72227	(501) 224-0398
Crystal Hill Center	Arkansas Clips, LLC	North Little Rock	AR	72113	(501) 753-8749
Lakewood Village	Arkansas Clips, LLC	North Little Rock	AR	72116	(501) 771-4646
Tuscany Square	NWA Clips, LLC	Rogers	AR	72758	(479) 633-0400
Walmart Center	Quo Clips, LLC	Russellville	AR	72802	(479) 967-0019
Anthem Marketplace	Headlines Enterprises, Inc.	Anthem	AZ	85086	(623) 465-3289
Apache Junction Frys Center	Apache Clips, Inc.	Apache Junction	AZ	85120	(480) 288-1248
Avondale Fiesta	Sonora Services of Colorado, LLC	Avondale	AZ	85323	(623) 936-7880
Gateway Pavillions	Kula, Inc.	Avondale	AZ	85323	(623) 478-0773
Pamilla Center	Headlines Enterprises, Inc.	Avondale	AZ	85392	(623) 932-5292
Fry's Buckeye Marketplace	Watson Clips, Inc.	Buckeye	AZ	85326	(623) 327-9734
Cottonwood Ranch	SCOE II, Inc.	Casa Grande	AZ	85122	(520) 421-2126
Promenade at Casa Grande	SCOE II, Inc.	Casa Grande	AZ	85194	(520) 876-0666
Tri-Valley Plaza	SCOE II, Inc.	Casa Grande	AZ	85122	(520) 876-0080
Villago Marketplace	Bell Hair, Inc.	Casa Grande	AZ	85122	(520) 316-9118
Carefree Marketplace	Carefree Clips, Inc.	Cave Creek	AZ	85331	(480) 488-6101
Cave Creek and Tatum	Cave Creek Clips, Inc.	Cave Creek	AZ	85331	(480) 563-7558
Alma Elliot Square	Hand's Shear Magic, Inc.	Chandler	AZ	85225	(480) 899-8640
Chandler Festival	Kula, Inc.	Chandler	AZ	85224	(480) 899-1045
Chandler Heights	Kula, Inc.	Chandler	AZ	85249	(480) 895-8827
Fry's Anderson Springs	Kula, Inc.	Chandler	AZ	85224	(480) 821-8826
Ocotillo Fiesta	Alma Clips, Inc.	Chandler	AZ	85248	(480) 855-5619
Riggs Marketplace	McQueen Clips, Inc.	Chandler	AZ	85249	(480) 895-9411
Cottonwood	Bell Hair, Inc.	Cottonwood	AZ	86326	(928) 634-1055
Greentree Village	Quick Clips of Arizona, Inc.	Flagstaff	AZ	86001	(928) 556-0882
Park Santa Fe	Quick Clips of Arizona, Inc.	Flagstaff	AZ	86004	(928) 526-4080
Fountain Hills Plaza	A Cut Above, Inc.	Fountain Hills	AZ	85268	(480) 837-2319
Chandler Heights & Higley	Higley Clips, Inc.	Gilbert	AZ	85298	(480) 279-2020
Fry's at the Islands	Cooper Clips, Inc.	Gilbert	AZ	85233	(480) 507-2627
Gilbert Fiesta	Gilbert Fiesta Clips, Inc.	Gilbert	AZ	85296	(480) 899-0115
Higley Safeway Center	Hand's Shear Magic, Inc.	Gilbert	AZ	85234	(480) 985-5885
Lakeview Village	Hand's Shear Magic, Inc.	Gilbert	AZ	85296	(480) 497-1485
Patterson Landing	Shear Quality, Inc.	Gilbert	AZ	85234	(480) 813-3584
Power Ranch	Kula, Inc.	Gilbert	AZ	85297	(480) 988-7331
Silverstone	Shear Quality, Inc.	Gilbert	AZ	85296	(480) 633-9533
Aqua Fria Towne Center	SCOE II, Inc.	Glendale	AZ	85305	(623) 877-9887
Arrowhead Legends	Headlines Enterprises, Inc.	Glendale	AZ	85308	(623) 362-0052
Arrowhead Marketplace	Diane Riggio	Glendale	AZ	85308	(623) 412-1458
Checker Plaza	Bellair Clips, Inc.	Glendale	AZ	85308	(602) 547-9820
Fry's Osco Center	T-Bird Clips, Inc.	Glendale	AZ	85304	(602) 439-2299
Glendale Town Center	SCOE II, Inc.	Glendale	AZ	85302	(623) 939-6229
Happy Valley Marketplace	SCOE II, Inc.	Glendale	AZ	85310	(623) 537-4557
Peoria Crossings	Shear Quality, Inc.	Glendale	AZ	85305	(623) 877-7767
Stetson Village	Pinnacle Clips, Inc.	Glendale	AZ	85083	(623) 587-1424

Salon Name	Franchisee	City	State/Province	Zip	Phone
Canyon Trails	A Cut Above, Inc.	Goodyear	AZ	85338	(623) 932-5129
Estrella Mountain Ranch Marketplace	Headlines Enterprises, Inc.	Goodyear	AZ	85338	(623) 386-5823
Palm Valley	SCOE II, Inc.	Goodyear	AZ	85395	(623) 535-1335
Super Target Center	Bell Hair, Inc.	Goodyear	AZ	85338	(623) 925-8110
Bashas Plaza	Mark Schmitz	Lake Havasu City	AZ	86403	(928) 505-4312
Laveen Village Marketplace	Headlines Enterprises, Inc.	Laveen	AZ	85339	(602) 237-9906
Camelback Crossing	A Cut Above, Inc.	Litchfield Park	AZ	85340	(623) 535-0242
Shoppes at Tangerine Crossing	Tucson Clips, LLC	Marana	AZ	85658	(520) 572-3825
Maricopa Fiesta	Bell Hair, Inc.	Maricopa	AZ	85139	(520) 568-9811
The Wells	Bell Hair, Inc.	Maricopa	AZ	85138	(520) 568-1960
Albertson's Red Mountain Shopping Center	Power Clips, Inc.	Mesa	AZ	85207	(480) 325-3935
Augusta Ranch Marketplace	Hand's Shear Magic, Inc.	Mesa	AZ	85212	(480) 354-2288
Falcon Gateway	Bell Hair, Inc.	Mesa	AZ	85215	(480) 396-6889
Fry's Ellsworth Plaza	Hand's Shear Magic, Inc.	Mesa	AZ	85208	(480) 986-8770
Greenfield Center	Hand's Shear Magic, Inc.	Mesa	AZ	85206	(480) 807-0632
Guadalupe and Dobson	Dobson Clips, Inc.	Mesa	AZ	85202	(480) 730-1975
Mesa Riverview	Bell Hair, Inc.	Mesa	AZ	85212	(480) 834-2953
North Mesa Plaza	Bell Hair, Inc.	Mesa	AZ	85213	(480) 649-9530
Shoppes at Higley Village	Southwest Styles, Inc.	Mesa	AZ	85205	(480) 396-1751
Stonehenge Center	Hand's Shear Magic, Inc.	Mesa	AZ	85204	(480) 497-8208
Superstition Springs	Hand's Shear Magic, Inc.	Mesa	AZ	85208	(480) 807-9550
The Vineyards	Hand's Shear Magic, Inc.	Mesa	AZ	85210	(480) 835-8838
Rooney Ranch	Tucson Clips, LLC	Oro Valley	AZ	85737	(520) 297-5213
Deer Valley Marketplace	Headlines Enterprises, Inc.	Peoria	AZ	85382	(623) 376-8049
Lake Pleasant Towne Center	SCOE II, Inc.	Peoria	AZ	85383	(623) 572-4288
Peoria Marketplace	Headlines Enterprises, Inc.	Peoria	AZ	85345	(623) 974-9974
Peoria Station	Diane Riggio	Peoria	AZ	85345	(623) 486-0596
Ventana Lakes Village Center	SCOE II, Inc.	Peoria	AZ	85382	(623) 572-8177
Vistancia	Headlines Enterprises, Inc.	Peoria	AZ	85383	(623) 266-8959
Ahwatukee Foothills	Kula, Inc.	Phoenix	AZ	85044	(480) 705-5406
Ahwatukee Mercado	Kula, Inc.	Phoenix	AZ	85044	(480) 598-9042
Albertson's Center	North 19 Clips, Inc.	Phoenix	AZ	85020	(602) 331-0023
Albertson's Plaza	GT Clips, Inc.	Phoenix	AZ	85032	(602) 992-5471
Arcadia Crossing	Arcadia Clips, Inc.	Phoenix	AZ	85018	(602) 840-0083
Biltmore Plaza	Sonora Services of Colorado, LLC	Phoenix	AZ	85016	(602) 957-6926
Camelback Colonnade	Sonora Services of Colorado, LLC	Phoenix	AZ	85016	(602) 230-0491
Cave Creek Marketplace	SCOE II, Inc.	Phoenix	AZ	85024	(602) 493-3444
Deer Valley	Acep Success Unlimited, Inc.	Phoenix	AZ	85053	(602) 439-0037
Desert Foothills Plaza	Bell Hair, Inc.	Phoenix	AZ	85048	(480) 460-3844
Hayden Plaza	SCOE II, Inc.	Phoenix	AZ	85022	(602) 923-3222
Legacy Village	Kula, Inc.	Phoenix	AZ	85042	(602) 268-8818
Metro Power Center	Metro Clips, Inc.	Phoenix	AZ	85051	(602) 331-4558
Northpark Village	SCOE II, Inc.	Phoenix	AZ	85013	(602) 277-9444
Paradise Village Gateway	Kula, Inc.	Phoenix	AZ	85028	(480) 368-8657
Safeway Shopping Center	SCOE II, Inc.	Phoenix	AZ	85033	(623) 873-6666
Squaw Peak Plaza	Glen Clips, Inc.	Phoenix	AZ	85016	(602) 263-8648
Union Plaza	Headlines Enterprises, Inc.	Phoenix	AZ	85027	(602) 942-8734
Valley Crossroads	Bell Hair, Inc.	Phoenix	AZ	85022	(602) 863-1007

Salon Name	Franchisee	City	State/Province	Zip	Phone
Village Center	Kula, Inc.	Phoenix	AZ	85032	(602) 996-0498
Prescott Gateway	Hand's Shear Magic, Inc.	Prescott	AZ	86303	(928) 717-9318
Willow Crossroads	Hand's Shear Magic, Inc.	Prescott	AZ	86301	(928) 717-0512
Glassford Hill Marketplace	Hand's Shear Magic, Inc.	Prescott Valley	AZ	86314	(928) 775-9952
Queen Creek Market Place	David Oliverio	Queen Creek	AZ	85142	(480) 882-9006
Circle Cross Ranch	Hand's Shear Magic, Inc.	Queens Creek	AZ	85140	(480) 987-4331
Rancho Sahuarita Marketplace	Tucson Clips, LLC	Sahuarita	AZ	85629	(520) 648-1356
Johnson Ranch Marketplace	Hunt Clips, Inc.	San Tan Valley	AZ	85143	(480) 882-3279
Adobe Village	Southwest Styles, Inc.	Scottsdale	AZ	85259	(480) 614-9780
Chaparral Plaza	A Cut Above, Inc.	Scottsdale	AZ	85250	(480) 994-4606
Fry's Food Center	Greenway 64 Clips, Inc.	Scottsdale	AZ	85254	(480) 368-7080
Gateview Park	Kula, Inc.	Scottsdale	AZ	85250	(480) 905-7093
Hayden Peak Crossing	Thompson Clips, Inc.	Scottsdale	AZ	85255	(480) 585-3809
Pima Crossing	Kula, Inc.	Scottsdale	AZ	85260	(480) 596-1665
Scottsdale Crossing	ST Clips, Inc.	Scottsdale	AZ	85257	(480) 947-0914
Sonora Village	Pima Clips, Inc.	Scottsdale	AZ	85260	(480) 905-9899
Charleston Crossing	Tucson Clips, LLC	Sierra Vista	AZ	85635	(520) 417-2547
Bell Camino Center	A Cut Above, Inc.	Sun City	AZ	85351	(623) 977-1996
Grand Market	Shear Quality, Inc.	Surprise	AZ	85374	(623) 546-3391
Prasada Marketplace	A Cut Above, Inc.	Surprise	AZ	85388	(623) 546-8309
Surprise Crossing	Bell Hair, Inc.	Surprise	AZ	85379	(623) 546-3683
Waddell and Reems	Waddell Clips, Inc.	Surprise	AZ	85379	(623) 214-3611
Bashas	Hand's Shear Magic, Inc.	Tempe	AZ	85282	(480) 756-2570
Mill & Southern	Shear Quality, Inc.	Tempe	AZ	85282	(480) 894-6306
Mill CenterPointe	Shear Quality, Inc.	Tempe	AZ	85281	(480) 968-1164
Pueblo Anozira	MG Clips, Inc.	Tempe	AZ	85283	(480) 730-1511
The Groves	Sonora Services of Colorado, LLC	Tempe	AZ	85284	(480) 839-2010
Warner Ranch Plaza	Hand's Shear Magic, Inc.	Tempe	AZ	85284	(480) 753-4242
Broadway East Plaza	Tucson Clips, LLC	Tucson	AZ	85710	(520) 885-0259
Frys at Rita Ranch	Tucson Clips, LLC	Tucson	AZ	85747	(520) 574-9769
Golder Ranch	Tucson Clips, LLC	Tucson	AZ	85739	(520) 825-3011
Mountain View Plaza	Tucson Clips, LLC	Tucson	AZ	85742	(520) 572-8687
Rita Ranch	Tucson Clips, LLC	Tucson	AZ	85747	(520) 663-1943
River Park	Tucson Clips, LLC	Tucson	AZ	85704	(520) 408-2215
Safeway Plaza	Tucson Clips, LLC	Tucson	AZ	85730	(520) 514-2183
Shoppes at Camp Lowell	Tucson Clips, LLC	Tucson	AZ	85712	(520) 327-0507
Tucson Marketplace	Tucson Clips, LLC	Tucson	AZ	85713	(520) 792-1365
Twin Peaks	Tucson Clips, LLC	Tucson	AZ	85743	(520) 744-3489
Location to be Determined	A Cut Above, Inc.		AZ		
Location to be Determined	A Cut Above, Inc.		AZ		
Location to be Determined	A Cut Above, Inc.		AZ		
Location to be Determined	A Cut Above, Inc.		AZ		
Location to be Determined	A Cut Above, Inc.		AZ		
Location to be Determined	A Cut Above, Inc./Headline Enterprises, Inc.		AZ		
Location to be Determined	Bell Hair, Inc.		AZ		
Location to be Determined	Bell Hair, Inc.		AZ		
Location to be Determined	Bell Hair, Inc.		AZ		
Location to be Determined	Bell Hair, Inc.		AZ		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	David Oliverio		AZ		
Location to be Determined	Gary Clips, Inc.		AZ		
Location to be Determined	Hand's Shear Magic, Inc.		AZ		
Location to be Determined	Hand's Shear Magic, Inc.		AZ		
Location to be Determined	Headlines Enterprises, Inc.		AZ		
Location to be Determined	Headlines Enterprises, Inc.		AZ		
Location to be Determined	Headlines Enterprises, Inc.		AZ		
Location to be Determined	Headlines Enterprises, Inc.		AZ		
Location to be Determined	Headlines Enterprises, Inc.		AZ		
Location to be Determined	John Varga Jr.		AZ		
Location to be Determined	Kula, Inc.		AZ		
Location to be Determined	Kula, Inc.		AZ		
Location to be Determined	Kula, Inc.		AZ		
Location to be Determined	Kula, Inc.		AZ		
Location to be Determined	Kula, Inc.		AZ		
Location to be Determined	Kula, Inc.		AZ		
Location to be Determined	Kula, Inc.		AZ		
Location to be Determined	North 19 Clips, Inc.		AZ		
Location to be Determined	SCOE II, Inc.		AZ		
Location to be Determined	SCOE II, Inc.		AZ		
Location to be Determined	SCOE II, Inc.		AZ		
Location to be Determined	SCOE II, Inc.		AZ		
Location to be Determined	Shear Quality, Inc.		AZ		
Location to be Determined	Shear Quality, Inc.		AZ		
Location to be Determined	Tillman Clips, Inc.		AZ		
Location to be Determined	Tucson Clips, LLC		AZ		
Gladwin Center	476321 BC, Ltd.	Abbotsford	BC	V2T 5T4	(604) 859-9494
Sumas Mountain Village	Buzzmark Holdings, Ltd.	Abbotsford	BC	V3G 0C1	(604) 859-4200
Paramount Twin Towers	476321 BC, Ltd.	Burnaby	BC	V5H 1Z5	(604) 438-4005
Mariner Square	0946341 B.C. LTD	Campbell River	BC	V9W 3A6	(778) 346-4012
Eagle Landing	476321 BC, Ltd.	Chilliwack	BC	V2R 0P9	(604) 795-7779
Cariboo Shopping Center	Buzzmark Holdings, Ltd.	Coquitlam	BC	V3K 3V9	(604) 931-4042
Westwood Plateau	Great Fun, Inc.	Coquitlam	BC	V3E 3J7	(604) 464-4877
Courtenay	Cory Warren	Courtenay	BC	V9N 2L9	(250) 338-9800
Tranent Park Square	Vijay Raman	Delta	BC	V4K 1W4	(604) 940-9117
Beverly Corners Marketplace	Vandalay Enterprises, LTD	Duncan	BC	V9L 6X2	(250) 597-2547
Brandt's Creek Crossing	PDB Holdings, Ltd.	Kelowna	BC	V1V 2E5	(250) 860-8853
Orchard Plaza	PDB Holdings, Ltd.	Kelowna	BC	V1Y 9N6	(250) 763-1229
Fraser Crossing	Buzzmark Holdings, Ltd.	Langley	BC	V3A 4G7	(604) 533-1831
Walnut Grove	Buzzmark Holdings, Ltd.	Langley	BC	V1M 2Y2	(604) 882-9979

Salon Name	Franchisee	City	State/Province	Zip	Phone
Dewdney Trunk	Buzzmark Holdings, Ltd.	Maple Ridge	BC	V4R 1W1	(604) 463-9244
Westgate Centre	Buzzmark Holdings, Ltd.	Maple Ridge	BC	V2X 2P9	(604) 460-0103
Fraser Valley Shopping Centre	Buzzmark Holdings, Ltd.	Mission	BC	V2V 0C6	(604) 820-4155
West View Shopping Center	M&K Hair Salon, Inc.	N Vancouver	BC	V7N 3X4	(604) 986-7088
Country Club Centre	0946341 B.C. LTD	Nanaimo	BC	V9T 1W1	(250) 751-8633
Royal Square Westminster	Barinder Sandhu	New Westminster	BC	V3L 2B8	(778) 397-7000
Norgate Place	MB Koji Enterprises, Inc.	North Vancouver	BC	V7P 3E5	(604) 988-5411
Park and Tilford	GCMP Hair Clips, Ltd.	North Vancouver	BC	V7J 3S8	(604) 980-3178
Parkgate Village	GCMP Hair Clips, Ltd.	North Vancouver	BC	V7H 2Y4	(604) 988-0850
Pitt Meadows	Buzzmark Holdings, Ltd.	Pitt Meadows	BC	V3Y 2J4	(604) 465-6372
Shaughnessy Station	GCMP Hair Clips, Ltd.	Port Coquitlam	BC	V3C 6K5	(604) 464-4247
Westwood Centre	GCMP Hair Clips, Ltd.	Port Coquitlam	BC	V3B 6P2	(604) 945-9803
Garden City Shopping Center	Buzzmark Holdings, Ltd.	Richmond	BC	V6Y 3X9	(604) 278-0198
Ironwood Plaza	Buzzmark Holdings, Ltd.	Richmond	BC	V7A 5J3	(604) 271-8080
16th Avenue	Buzzmark Holdings, Ltd.	Surrey	BC	V4A 4N2	(604) 531-8077
Boundary Park Plaza	476321 BC, Ltd.	Surrey	BC	V3X 1Y7	(604) 594-2271
Cloverdale Crossing	476321 BC, Ltd.	Surrey	BC	V3S 1Z2	(778) 571-0306
Fleetwood Village	Great Fun, Inc.	Surrey	BC	V4N 0X8	(604) 507-2547
Grandview Corners	Buzzmark Holdings, Ltd.	Surrey	BC	V3S 9N6	(604) 542-4346
London Station	M&K Hair Salon, Inc.	Surrey	BC	V3T 2W5	(604) 582-6927
Newton Village	476321 BC, Ltd.	Surrey	BC	V3W 5A5	(604) 543-0101
Nordel Crossing	GCMP Hair Clips, Ltd.	Surrey	BC	V3W 1P6	(604) 572-6310
Scott Road Centre	GCMP Hair Clips, Ltd.	Surrey	BC	V3W 3N3	(604) 590-4247
Bayside Village	0893222 B.C. LTD	Tsawwassen	BC	V4L 2A2	(604) 948-1883
Champlain Square	Prelude Enterprises Inc.	Vancouver	BC	V5S 4W2	(604) 433-6867
Davie Street	Buzzmark Holdings, Ltd.	Vancouver	BC	V6G 1W1	(604) 602-0577
Dunbar	Seyed Naziri	Vancouver	BC	V6S 2G5	(604) 732-5123
Point Gray	Prelude Enterprises Inc.	Vancouver	BC	V6R 2H9	(604) 221-1183
Shops at Polson Park	PDB Holdings, Ltd.	Vernon	BC	V1T 7E3	(250) 503-1229
Location to be Determined	0946341 B.C. LTD		BC		
Location to be Determined	0946341 B.C. LTD		BC		
Location to be Determined	476321 BC, Ltd.		BC		
Location to be Determined	476321 BC, Ltd.		BC		
Location to be Determined	4M Hair Corp./Buzzmark Holdings, Ltd.		BC		
Location to be Determined	Buzzmark Holdings, Ltd.		BC		
Location to be Determined	Buzzmark Holdings, Ltd.		BC		
Location to be Determined	PDB Holdings, Ltd.		BC		
Location to be Determined	Total Eclipse, Ltd./Brickman		BC		
Alameda Towne Centre	David Goettge	Alameda	CA	94501	(510) 522-7587
Alta Loma Square	CA Business Systems Enterprise, Inc.	Alta Loma	CA	91701	(909) 481-2501
Napa Junction	Sirous, Inc.	American Canyon	CA	94503	(707) 556-8300
Creekside Center	Hoppin' Shears, Inc.	Antelope	CA	95843	(916) 721-9497
Empire Shopping Center	Hoppin' Shears, Inc.	Antioch	CA	94531	(925) 778-1623
The Crossings-Antioch	RGIM&S, Inc.	Antioch	CA	94531-6664	(925) 206-4472
5 Cities Center	Grace GCCA, LLC	Arroyo Grande	CA	93420	(805) 474-8542
Vons Shopping Center	Grace GCCA, LLC	Atascadero	CA	93422	(805) 462-8105
Atwater Marketplace	Erin Camp	Atwater	CA	95301	(209) 358-0201
Crossroads Shopping Center	Hoopala, Inc.	Auburn	CA	95603	(530) 887-8061

Salon Name	Franchisee	City	State/Province	Zip	Phone
Gosford Village Center	Burkshine Enterprise Inc.	Bakersfield	CA	93313	(661) 664-4500
Northwest Promenade	Burkshine Enterprise Inc.	Bakersfield	CA	93312	(661) 589-4922
River Run Plaza	Burkshine Enterprise Inc.	Bakersfield	CA	93308	(661) 588-4561
Shops at Riverwalk	Burkshine Enterprise Inc.	Bakersfield	CA	93311	(661) 663-9260
Stockdale Village Center	Burkshine Enterprise Inc.	Bakersfield	CA	93309	(661) 859-1792
Oak Valley Towne Center	GC Inland Empire, LLC	Beaumont	CA	92223	(951) 769-8400
Belmont	Grace GCCA, LLC	Belmont	CA	94002	(650) 595-5855
Berkeley	Azadeh Yousefvand	Berkeley	CA	94704	(510) 845-2322
Washington Square	DTA Enterprises, Inc.	Bermuda Dunes	CA	92203	(760) 200-9991
Brentwood	KCS Group, Inc.	Brentwood	CA	94513	(925) 240-9115
Buena Park Marketplace	Tambry Ventures, LLC	Buena Park	CA	90620	(714) 527-8200
Burlingame Safeway Center	L & L Team, Inc.	Burlingame	CA	94010	(650) 343-8579
Sam's Town Marketplace	RSM Enterprises, Inc.	Cameron Park	CA	95682	(530) 676-8911
Canyon Country Villages	Butler and Tink Ventures, LLC	Canyon Country	CA	91351	(661) 298-7383
Brown Ranch Marketplace	Earle Coutant and Dirkje Harris	Capitola	CA	95010	(831) 475-3569
Madison Square	CaliClips, Inc.	Carmichael	CA	95608	(916) 338-3570
580 Marketplace	Sahar Enterprises, Inc.	Castro Valley	CA	94552	(510) 582-6310
Park Plaza SC	PanClips, Inc.	Chico	CA	95926	(530) 891-4605
Gateway Village	CA Business Systems Enterprise, Inc.	Chino Hills	CA	91709	(909) 464-9422
Eastlake Village Marketplace	Clipper Ship, Inc.	Chula Vista	CA	91914	(619) 397-0506
Sunbow Plaza	Clipper Ship, Inc.	Chula Vista	CA	91911	(619) 656-5599
Antelope Road	RSM Enterprises, Inc.	Citrus Heights	CA	95621	(916) 725-8863
Jade Plaza	CaliClips, Inc.	Citrus Heights	CA	95621	(916) 726-2547
Clayton Station	Hoppin' Shears, Inc.	Clayton	CA	94517	(925) 524-9003
Clovis Crossings	Erin Camp	Clovis	CA	93612	(559) 324-1872
Oak Grove and Treat	KCS Group, Inc.	Concord	CA	94518	(925) 681-2887
Citrus Village	MB Holding, Inc.	Corona	CA	92881	(951) 737-5687
Hidden Valley Plaza	MB Holding, Inc.	Corona	CA	92879	(951) 737-4665
Mountain Gate Marketplace	MB Holding, Inc.	Corona	CA	92882	(951) 737-5656
Cypress Center	Tambry Ventures, LLC	Cypress	CA	90630	(714) 828-5580
Alto Serramonte Center	Grace GCCA, LLC	Daly City	CA	94015	(650) 757-6925
Town and Country Shopping Center	RGIM&S, Inc.	Danville	CA	94526	(925) 552-9959
Oakshade Town Center	Hoopala, Inc.	Davis	CA	95616	(530) 792-7313
Shops at Waterford	Buena Vista Business Services, LLC	Dublin	CA	94568	(925) 556-1775
Village Square Center	CaliClips, Inc.	El Dorado Hills	CA	95762	(916) 933-1635
Bel Air Village	CaliClips, Inc.	Elk Grove	CA	95624	(916) 681-7468
Laguna Corners	CaliClips, Inc.	Elk Grove	CA	95758	(916) 684-1112
Waterman Plaza	CaliClips, Inc.	Elk Grove	CA	95624	(916) 714-6780
El Norte Parkway Plaza	MB Holding, Inc.	Escondido	CA	92026	(760) 743-6775
Felicita Town Center	Srirama Entrepreneurs, Inc.	Escondido	CA	92025	(760) 746-6671
Fair Oaks Promenade	RSM Enterprises, Inc.	Fair Oaks	CA	95628	(916) 966-8911
Green Valley Crossing	KCS Group, Inc.	Fairfield	CA	94585	(707) 863-0970
Broadstone Marketplace	CaliClips, Inc.	Folsom	CA	95630	(916) 984-2089
Walmart Central	California Dream Cuts, Inc.	Folsom	CA	95630	(916) 817-8411
Morningside Marketplace	CA Business Systems Enterprise, Inc.	Fontana	CA	92336	(909) 355-2855
Metro Center	Hoppin' Shears, Inc.	Foster City	CA	94404	(650) 522-8433
Freedom Center	Grace GCCA, LLC	Freedom	CA	95019	(831) 536-4152
Mission Valley Shopping Center	Smera, Inc.	Fremont	CA	94539	(510) 226-8050

Salon Name	Franchisee	City	State/Province	Zip	Phone
Mowry Landing Shopping Center	Jotstick, Inc.	Fremont	CA	94538	(510) 742-8883
SC at Palms Bluff Center	Erin Camp	Fresno	CA	93650	(559) 435-3944
Sunnyside Country Club Village	Burkshine Enterprise Inc.	Fresno	CA	93727	(559) 455-0100
Galt Village Center	Khadeja Qayoumi	Galt	CA	95632	(209) 744-1445
Town Place Shopping Center	Jotstick, Inc.	Gilroy	CA	95020	(408) 842-0237
Heritage Oak Station	PanClips, Inc.	Gridley	CA	95948	(530) 846-2123
Centennial Plaza	Erin Camp	Hanford	CA	93230	(559) 589-0407
Vineyard Plaza	Kesson Company, Inc.	Healdsburg	CA	95448	(707) 433-6290
Page Plaza	MB Holding, Inc.	Hemet	CA	92545	(951) 925-1161
Villages at East Highland	GC Inland Empire, LLC	Highland	CA	92346	(909) 862-0428
Huntington Beach	Shear Perfection, Inc.	Huntington Beach	CA	92646	(714) 378-0027
Campus Plaza	Fanborz Aurasteh	Irvine	CA	92612	(949) 854-4338
Amador Ridge	CaliClips, Inc.	Jackson	CA	95642	(209) 223-0050
Fletcher Amaya	Adeeb Tarazi	La Mesa	CA	91942	(619) 698-5745
The Village at La Quinta	DTA Enterprises, Inc.	La Quinta	CA	92253	(760) 564-9990
Laguna Niguel Promenade	VStyles, Inc.	Laguna Niguel	CA	92677	(949) 448-0093
Lake Elsinore Marketplace	MB Clips, Inc.	Lake Elsinore	CA	92532	(951) 245-9811
Heritage Hills Plaza	Lunar Enterprises, Inc.	Lake Forest	CA	92630	(949) 586-7732
Lakewood Square	Tambry Ventures, LLC	Lakewood	CA	90712	(562) 529-6100
Lincoln Hills Town Center	Hoopala, Inc.	Lincoln	CA	95648	(916) 408-0351
Lowe's Livermore	Sirous, Inc.	Livermore	CA	94551	(925) 960-1182
Vasco Plaza	Kenneth Lo	Livermore	CA	94551	(925) 454-0549
Vintner Square	RGIM&S, Inc.	Livermore	CA	94550	(925) 454-0292
Westgate Shopping Center	KCS Group, Inc.	Lodi	CA	95242	(209) 334-0600
Circle Center	Tambry Ventures, LLC	Long Beach	CA	90815	(562) 985-0505
Midtown Crossing	JTVOHANA Enterprises, LLC	Los Angeles	CA	90019	(323) 692-1479
Comerstone Shopping Center	GraTer Clips, Inc.	Los Gatos	CA	95032	(408) 358-2232
Mission Ridge	Ridgewood Enterprises, Inc.	Manteca	CA	95337	(209) 239-0738
Muir Station	Ferocious, LLC	Martinez	CA	94553	(925) 229-2177
Newport Crossing	GC Inland Empire, LLC	Menifee	CA	92584	(951) 679-6091
Sharon Heights Shopping Center	Buena Vista Business Services, LLC	Menlo Park	CA	94025	(650) 763-3443
Merced Marketplace	Erin Camp	Merced	CA	95348	(209) 383-5860
Yosemite North	Erin Camp	Merced	CA	95340	(209) 384-8749
Millbrae	Omar Suchedina	Millbrae	CA	94030	(650) 552-9316
McHenry Village	Ridgewood Enterprises, Inc.	Modesto	CA	95350	(209) 524-3421
O'Brien's Shopping Center	Ridgewood Enterprises, Inc.	Modesto	CA	95356	(209) 543-3867
Village One Plaza	Mom and Two Daughters, Inc.	Modesto	CA	95355	(209) 551-4411
Huntington Plaza	Hermosa Franchise Consulting, Inc.	Monrovia	CA	91016	(626) 303-2100
Del Monte Shopping Center	Grace GCCA, LLC	Monterey	CA	93940	(831) 655-3383
Village at Moorpark	Rina Clips, Inc.	Moorpark	CA	93021	(805) 529-4000
Rheem Valley Plaza	Sirous, Inc.	Moraga	CA	94556-2207	(925) 376-9000
Lawrence Oaks Village Center	Grace GCCA, LLC	Morgan Hill	CA	95037	(408) 465-0180
Blossom Valley	Cut It Up, Inc.	Mountain View	CA	94040	(650) 965-4247
Heritage Marketplace	GC Inland Empire, LLC	Murrieta	CA	92563	(951) 672-0704
Murrieta Plaza	MB Holding, Inc.	Murrieta	CA	92563	(951) 816-3333
Plaza De Oro	MB Holding, Inc.	Murrieta	CA	92562	(951) 894-4740
Lucky's Center	RET Cutters, Inc.	Napa	CA	94558	(707) 265-0839
Silverado Plaza	RET Cutters, Inc.	Napa	CA	94558	(707) 224-9970



Salon Name	Franchisee	City	State/Province	Zip	Phone
South Napa Market Plaza	RET Cutters, Inc.	Napa	CA	94559	(707) 257-6467
Newbury Park Place	KT Global Investment Group, Inc	Newbury Park	CA	91320	(805) 498-9222
University Plaza	Hermosa Franchise Consulting, Inc.	Northridge	CA	91325	(818) 772-1000
Rockridge Center	David Goettge	Oakland	CA	94611	(510) 594-1689
Oakley Town Center	Maria Cisneros	Oakley	CA	94561	(925) 679-0279
El Camino North	Kevin Adams	Oceanside	CA	92054	(760) 529-5556
Mission Plaza	Majestic Clippers, Inc.	Oceanside	CA	92058	(760) 754-2211
Plaza Rancho Del Oro	J and M Superior Salons, LLC	Oceanside	CA	92056	(760) 586-9569
Orinda Village	Sirous, Inc.	Orinda	CA	94563	(925) 254-7474
Las Plumas Plaza	PanClips, Inc.	Oroville	CA	95965	(530) 533-2285
Pacific Grove	Grace GCCA, LLC	Pacific Grove	CA	93950	(831) 373-3233
Linda Mar Shopping Center	Grace GCCA, LLC	Pacifica	CA	94044	(650) 738-9070
Waring Plaza	DTA Enterprises, Inc.	Palm Desert	CA	92260	(760) 340-4422
Charleston Center	Redpoint, Inc.	Palo Alto	CA	94303	(650) 493-2100
The Crossings	Grace GCCA, LLC	Paso Robles	CA	93446	(805) 239-7626
Parkway Plaza	KCS Group, Inc.	Petaluma	CA	94954	(707) 789-0910
Pinole Vista Crossing	Sirous, Inc.	Pinole	CA	94564	(510) 243-0808
Missouri Flats Village	CaliClips, Inc.	Placerville	CA	95667	(530) 622-2770
The Courtyard	Hoppin' Shears, Inc.	Pleasant Hill	CA	94523	(925) 681-2547
Pleasanton Gateway	KCS Group, Inc.	Pleasanton	CA	94566	(925) 484-2547
Twin Peaks Plaza	Malomar, Inc.	Poway	CA	92064	(858) 486-0405
Pavilions at Rancho Mirage	DTA Enterprises, Inc.	Rancho Mirage	CA	92270	(760) 202-0999
Plaza De Las Flores	Golden Sunrise Enterprises, Inc.	Rancho Santa Margarita	CA	92688	(949) 858-5113
Santa Margarita Towne Center	VStyles, Inc.	Rancho Santa Margarita	CA	92688	(949) 888-9605
Redlands Village	GC Inland Empire, LLC	Redlands	CA	92374	(909) 794-9400
Sequoia Station	Jotstick, Inc.	Redwood City	CA	94063	(650) 363-8960
Woodside Plaza	Zerochief LLC	Redwood City	CA	94061	(650) 298-9200
Crossroads at Riverbank	Mom and Two Daughters, Inc.	Riverbank	CA	95367	(209) 869-4910
Canyon Crest Towne Centre	MB Holding, Inc.	Riverside	CA	92507	(951) 369-3458
Canyon Springs	GC Inland Empire, LLC	Riverside	CA	92507	(951) 656-7090
De Anza Marketplace	VStyles, Inc.	Riverside	CA	92509	(951) 727-8742
Orangecrest Plaza	GC Inland Empire, LLC	Riverside	CA	92508	(951) 656-7400
Stanford Ranch Plaza	Hoopala, Inc.	Rocklin	CA	95765	(916) 435-3950
Sonoma Valley Plaza	Kesson Company, Inc.	Rohnert Park	CA	94928	(707) 585-6390
Crocker Ranch	Hoopala, Inc.	Roseville	CA	95747	(916) 772-5686
Fairway Target	Hoopala, Inc.	Roseville	CA	95678	(916) 782-8141
Junction Crossroads	Hoopala, Inc.	Roseville	CA	95747	(916) 772-2422
Panda Center	Hoopala, Inc.	Roseville	CA	95661	(916) 772-4244
Renaissance Creek	Hoopala, Inc.	Roseville	CA	95661	(916) 772-0999
Arden Square	CaliClips, Inc.	Sacramento	CA	95825	(916) 482-4155
Camellia Center	CaliClips, Inc.	Sacramento	CA	95819	(916) 455-3378
Lake Crest Village	Tommy Orsat	Sacramento	CA	95831	(916) 429-7868
Land Park	CaliClips, Inc.	Sacramento	CA	95822	(916) 455-8852
Lowes Center	CKHD, LLC	Sacramento	CA	95829	(916) 689-6392
Park Place Center	Hoppin' Shears, Inc.	Sacramento	CA	95835	(916) 419-8593
Town and Country Village	Hoppin' Shears, Inc.	Sacramento	CA	95821	(916) 481-3179
Northridge Mall	Grace GCCA, LLC	Salinas	CA	93906	(831) 442-2547
Save Mart Shopping Center	CRC Ventures, LLC	Salinas	CA	93901	(831) 998-8597

Salon Name	Franchisee	City	State/Province	Zip	Phone
Shaker Square	Grace GCCA, LLC	Salinas	CA	93906	(831) 449-3034
Campus Crossroads	VStyles, Inc.	San Bernardino	CA	92407	(909) 887-0028
4S Commons Town Center	Malomar, Inc.	San Diego	CA	92127	(858) 924-9400
Marketplace in University City	Srirama Entrepreneurs, Inc.	San Diego	CA	92122	(858) 453-6880
Midway Towne Center	Best Image, Inc.	San Diego	CA	92110	(619) 226-2547
Pacific Plaza II	Best Image, Inc.	San Diego	CA	92109	(858) 483-2896
Penasquitos Village	Malomar, Inc.	San Diego	CA	92129	(858) 672-8600
Scripps Ranch Village	Malomar, Inc.	San Diego	CA	92131	(858) 271-9705
Tierrasanta Town Center	Best Image, Inc.	San Diego	CA	92124	(858) 565-6585
Torrey Highlands	Malomar, Inc.	San Diego	CA	92129	(858) 538-7860
Diamond Heights	Grace GCCA, LLC	San Francisco	CA	94131	(415) 285-8852
Fulton Market	Grace GCCA, LLC	San Francisco	CA	94117	(415) 923-0104
Mount San Jacinto Plaza	PK Equity Ventures, Inc	San Jacinto	CA	92583	(951) 487-6312
Almaden Center	Grace GCCA, LLC	San Jose	CA	95120	(408) 600-0049
Branham Plaza	Jotstick, Inc.	San Jose	CA	95136	(408) 229-2547
Brokaw Commons	Ferocious, LLC	San Jose	CA	95131	(408) 441-0355
East San Carlos St.	Grace GCCA, LLC	San Jose	CA	95112	(408) 975-0861
El Paseo Shopping Center	Jotstick, Inc.	San Jose	CA	95130	(408) 871-9333
Evergreen Commons	Kazango, Inc.	San Jose	CA	95148	(408) 270-1900
Evergreen Village Square	Kazango, Inc.	San Jose	CA	95135	(408) 532-1849
Foxworthy Shopping Center	Cut It Up, Inc.	San Jose	CA	95118	(408) 979-9902
Sunrise Plaza	Grace GCCA, LLC	San Jose	CA	95123	(408) 578-8333
Greenhouse Marketplace	Sahar Enterprises, Inc.	San Leandro	CA	94577	(510) 895-5591
Marsh Street Center	Grace GCCA, LLC	San Luis Obispo	CA	93401	(805) 546-8003
Campus Marketplace	Majestic Clippers, Inc.	San Marcos	CA	92078	(760) 744-4356
Rancho San Marcos Village	CM & I Enterprises, Inc	San Marcos	CA	92078	(760) 621-8993
San Mateo Center	L & L Team, Inc.	San Mateo	CA	94401	(650) 685-1888
Northgate One	Kesson Company, Inc.	San Rafael	CA	94903	(415) 479-1961
Diablo Plaza	KCS Group, Inc.	San Ramon	CA	94583	(925) 552-0970
Bristol Plaza	Mozemac, LLC	Santa Ana	CA	92704	(714) 434-8121
South Coast Marketplace	Tambry Ventures, LLC	Santa Ana	CA	92704	(714) 850-1840
Moonlite Shopping Center	Jotstick, Inc.	Santa Clara	CA	95051	(408) 985-7895
Almar Plaza	Earle Coutant and Dirkje Harris	Santa Cruz	CA	95060	(831) 420-3212
The Crossroads at Santa Maria	Grace GCCA, LLC	Santa Maria	CA	93455	(805) 925-2452
Annadel Shopping Center	Kesson Company, Inc.	Santa Rosa	CA	95405	(707) 528-7333
Coddington Shopping Center	Kesson Company, Inc.	Santa Rosa	CA	95401	(707) 528-3343
Mendocino Marketplace	Kesson Company, Inc.	Santa Rosa	CA	95403	(707) 576-7203
Montgomery Village	Kesson Company, Inc.	Santa Rosa	CA	95405	(707) 526-0152
Raley's Marketplace	Kesson Company, Inc.	Santa Rosa	CA	95403	(707) 566-7111
Stony Point	Kesson Company, Inc.	Santa Rosa	CA	95401	(707) 571-1774
Santee Village Square	Adeeb Tarazi	Santee	CA	92071	(619) 258-5425
Old Ranch Town Center	Tambry Ventures, LLC	Seal Beach	CA	90740	(562) 493-2979
Maxwell Village	Kesson Company, Inc.	Sonoma	CA	95476	(707) 935-0100
Timberhill's Shopping Center	Ridgewood Enterprises, Inc.	Sonora	CA	95370	(209) 532-5166
Raley's Stockton Plaza	KCS Group, Inc.	Stockton	CA	95209	(209) 474-2971
Safeway SC	KCS Group, Inc.	Stockton	CA	95204	(209) 462-3645
Sunnyvale Safeway	Buena Vista Business Services, LLC	Sunnyvale	CA	94087	(408) 457-8453
Red Hawk Parkway Plaza	MB Holding, Inc.	Temecula	CA	92592	(951) 303-8111

Salon Name	Franchisee	City	State/Province	Zip	Phone
Winchester Meadows	MB Holding, Inc.	Temecula	CA	92591	(951) 296-3744
Oakbrook Shopping Center	Greg Martin	Thousand Oaks	CA	91362	(805) 380-0905
Plaza Del Amo	VStyles, Inc.	Torrance	CA	90503	(310) 543-2996
Grantline Commons	Ridgewood Enterprises, Inc.	Tracy	CA	95377	(209) 833-6024
Tracy	Ridgewood Enterprises, Inc.	Tracy	CA	95376	(209) 833-7111
Monte Vista Crossing	Ridgewood Enterprises, Inc.	Turlock	CA	95380	(209) 634-4121
Regency Park	KCS Group, Inc.	Vacaville	CA	95687	(707) 448-3710
The Village at Vacaville	KCS Group, Inc.	Vacaville	CA	95688	(707) 448-0621
Tesoro Village	Rina Clips, Inc.	Valencia	CA	91354	(661) 702-0099
Victoria Plaza	Higher Synergy, Inc.	Ventura	CA	93003	(805) 654-0083
Victor Valley Town Center	MB Holding, Inc.	Victorville	CA	92395	(760) 955-7501
3549 W Nob35	Erin Camp	Visalia	CA	93277	(559) 625-4247
Visalia Pavilions	Erin Camp	Visalia	CA	93277	(559) 625-3522
Vista Village	Malomar, Inc.	Vista	CA	92084	(760) 631-1136
Ygnacio Plaza	Sirous, Inc.	Walnut Creek	CA	94598	(925) 210-0613
Pavilions Place	Tambry Ventures, LLC	Westminster	CA	92683	(714) 847-6761
Bear Creek Village Center	VStyles, Inc.	Wildomar	CA	92595	(951) 678-3740
Lakewood Shopping Center	Kesson Company, Inc.	Windsor	CA	95492	(707) 836-8600
Gibson Plaza	Hoppin' Shears, Inc.	Woodland	CA	95776	(530) 669-7434
Yuba City Marketplace	KCS Group, Inc.	Yuba City	CA	95993	(530) 237-3122
Yucca Valley Square	George Martin	Yucca Valley	CA	92284	(760) 365-8444
Location to be Determined	Agarwal/Malomar, Inc.		CA		
Location to be Determined	Ajit Sanzgin		CA		
Location to be Determined	Buena Vista Business Services, LLC		CA		
Location to be Determined	Buena Vista Business Services, LLC		CA		
Location to be Determined	Burkshine Enterprise Inc.		CA		
Location to be Determined	Butler and Tink Ventures, LLC		CA		
Location to be Determined	Butler and Tink Ventures, LLC		CA		
Location to be Determined	Butler and Tink Ventures, LLC		CA		
Location to be Determined	CA Business Systems Enterprise, Inc.		CA		
Location to be Determined	CA Business Systems Enterprise, Inc.		CA		
Location to be Determined	CaliClips, Inc.		CA		
Location to be Determined	Carrie Anderson		CA		
Location to be Determined	Clip Doctors, LLC		CA		
Location to be Determined	Clip Doctors, LLC		CA		
Location to be Determined	Cut It Up, Inc.		CA		
Location to be Determined	Debjani Bose		CA		
Location to be Determined	Ferocious, LLC		CA		
Location to be Determined	GC Inland Empire, LLC		CA		
Location to be Determined	GC Inland Empire, LLC		CA		
Location to be Determined	Grace GCCA, LLC		CA		
Location to be Determined	Grace GCCA, LLC		CA		
Location to be Determined	Hermosa Franchise Consulting, Inc./VStyles, Inc.		CA		
Location to be Determined	Hermosa Franchise Consulting, Inc./VStyles, Inc.		CA		
Location to be Determined	Hoopala, Inc.		CA		
Location to be Determined	Hoppin' Shears, Inc.		CA		
Location to be Determined	Hoppin' Shears, Inc.		CA		
Location to be Determined	Jodi Lopez		CA		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Jotstick, Inc.		CA		
Location to be Determined	Jotstick, Inc.		CA		
Location to be Determined	JTVOHANA Enterprises, LLC		CA		
Location to be Determined	Kartik Gupte		CA		
Location to be Determined	Kazango, Inc.		CA		
Location to be Determined	KCS Group, Inc.		CA		
Location to be Determined	KCS Group, Inc.		CA		
Location to be Determined	KCS Group, Inc.		CA		
Location to be Determined	KCS Group, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	Kesson Company, Inc.		CA		
Location to be Determined	L & L Team, Inc.		CA		
Location to be Determined	Luis Arzon		CA		
Location to be Determined	Manitou, Inc.		CA		
Location to be Determined	MB Holding, Inc.		CA		
Location to be Determined	MB Holding, Inc.		CA		
Location to be Determined	MB Holding, Inc.		CA		
Location to be Determined	MB Holding, Inc. / Hollywood Clips, Inc.		CA		
Location to be Determined	Milliken Haven Group, Inc.		CA		
Location to be Determined	Mohammad Saderi		CA		
Location to be Determined	Mohammad Shahid		CA		
Location to be Determined	MSB Ventures, LLC		CA		
Location to be Determined	MSB Ventures, LLC		CA		
Location to be Determined	Peludo, Inc. / Olyae		CA		
Location to be Determined	Peludo, Inc. / Olyae		CA		
Location to be Determined	Profit Path, Inc./KCS Group, Inc.		CA		
Location to be Determined	Profit Path, Inc./KCS Group, Inc.		CA		
Location to be Determined	Redpoint, Inc.		CA		
Location to be Determined	Ridgewood Enterprises, Inc.		CA		
Location to be Determined	RSM Enterprises, Inc.		CA		
Location to be Determined	Sahar Enterprises, Inc.		CA		
Location to be Determined	Shear Satisfaction, Inc.		CA		
Location to be Determined	Sirous, Inc.		CA		
Location to be Determined	Spyglass Group, Inc./KCS Group, Inc.		CA		
Location to be Determined	Srirama Entrepreneurs, Inc.		CA		
Location to be Determined	Steven Glasgal		CA		
Location to be Determined	Steven Glasgal		CA		
Location to be Determined	Steven Glasgal		CA		
Location to be Determined	VStyles, Inc.		CA		
Location to be Determined	Wing Choi		CA		
Location to be Determined	Yang Yu		CA		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Cottonwood Mall	Gallegos Enterprise, Inc.	Alamosa	CO	81101	(719) 589-6890
Westwoods Center	Holtzman Enterprises, Inc.	Arvada	CO	80007	(303) 420-6699
Buckingham Village	Holtzman Enterprises, Inc.	Aurora	CO	80012	(720) 748-9379
Buckley Plaza	Cutters Class, Inc.	Aurora	CO	80015	(303) 766-0488
Comerstar	Cutters Class, Inc.	Aurora	CO	80016	(720) 876-2223
I-70 and Tower	Whobubs, Inc.	Aurora	CO	80011	(303) 371-5400
Iliff Commons	Whobubs, Inc.	Aurora	CO	80014	(303) 696-1561
Plaza at Aurora Mall	Whobubs, Inc.	Aurora	CO	80012	(303) 366-4912
Smokey Hill	Cutters Class, Inc.	Aurora	CO	80015	(303) 693-5877
Southlands	Cutters Class, Inc.	Aurora	CO	80016	(303) 766-8715
Tower and Hampden	Cutters Class, Inc.	Aurora	CO	80013	(720) 876-0596
Boulder	Holtzman Enterprises, Inc.	Boulder	CO	80302	(303) 442-4854
Table Mesa Shopping Center	Holtzman Enterprises, Inc.	Boulder	CO	80305	(303) 499-1259
The Meadows	Holtzman Enterprises, Inc.	Boulder	CO	80301	(303) 499-8570
Brighton	Four Sails II, Inc.	Brighton	CO	80601	(303) 655-0328
Broadlands Marketplace	Holtzman Enterprises, Inc.	Broomfield	CO	80020	(303) 410-0844
Broomfield Corners	Winds Aloft, LLC	Broomfield	CO	80020	(303) 465-1010
Quail Creek	Holtzman Enterprises, Inc.	Broomfield	CO	80023	(303) 450-0364
Safeway Marketplace	Winds Aloft, LLC	Broomfield	CO	80020	(303) 466-4629
Castle Pines	Whobubs, Inc.	Castle Rock	CO	80108	(303) 660-1871
Center at Plumcreek	Holtzman Enterprises, Inc.	Castle Rock	CO	80104	(303) 688-3459
Milestone	HEI of Colorado, LLC	Castle Rock	CO	80104	(303) 688-7745
Quebec Village	Malpass Properties, Inc.	Centennial	CO	80112	(303) 220-5757
Streets at Southglenn	Malpass Properties, Inc.	Centennial	CO	80122	(303) 347-0617
Better Living Center	Nevans, Inc.	Colorado Springs	CO	80909	(719) 633-5399
Cheyenne Montaña	Nevans, Inc.	Colorado Springs	CO	80906	(719) 576-2222
Hancock Plaza	Nevans, Inc.	Colorado Springs	CO	80916	(719) 630-1940
Marketplace at Austin Bluffs	Nevans, Inc.	Colorado Springs	CO	80918	(719) 528-5822
NorWood	Nevans, Inc.	Colorado Springs	CO	80918	(719) 599-3663
Rockrimmon Shopping Center	Nevans, Inc.	Colorado Springs	CO	80919	(719) 593-9500
Safeway East	Nevans, Inc.	Colorado Springs	CO	80922	(719) 573-6666
Uintah Gardens	Nevans, Inc.	Colorado Springs	CO	80904	(719) 577-4064
Union Town Center	Nevans, Inc.	Colorado Springs	CO	80920	(719) 282-6002
Westwind Marketplace	Nevans, Inc.	Colorado Springs	CO	80907	(719) 598-3500
Commerce City Plaza	N-Space Corporation	Commerce City	CO	80022	(303) 287-3516
Conifer Town Center	Winds Aloft, LLC	Conifer	CO	80433	(303) 838-5622
Hardt Center	Animas Associates, Inc.	Cortez	CO	81321	(970) 564-8065
44th and Lowell	Malpass Properties, Inc.	Denver	CO	80211	(303) 458-1044
Bear Valley Mall	Shear Sailing, Inc.	Denver	CO	80227	(303) 934-6674
Boulevard Center	Holtzman Enterprises, Inc.	Denver	CO	80222	(303) 758-5322
Downtown	Holtzman Enterprises, Inc.	Denver	CO	80202	(303) 446-2580
Jewell and Sheridan	Holtzman Enterprises, Inc.	Denver	CO	80227	(303) 985-4013
Lakeside Center	Malpass Properties, Inc.	Denver	CO	80212	(303) 477-0829
Market Square	A.M.P.P., Inc.	Denver	CO	80224	(303) 393-7251
Mayfair Plaza	Malpass Properties, Inc.	Denver	CO	80220	(303) 322-3709
Park Avenue Square	Malpass Properties, Inc.	Denver	CO	80205	(303) 861-4148
Quebec Square	Whobubs, Inc.	Denver	CO	80238	(303) 996-0664
The Plaza At Cherry Creek	A.M.P.P. II, Inc.	Denver	CO	80206	(303) 321-6062

Salon Name	Franchisee	City	State/Province	Zip	Phone
Tiffany Plaza	Five in Five, Inc.	Denver	CO	80231	(303) 220-1411
University Hills	Five in Five, Inc.	Denver	CO	80222	(303) 639-8550
Edgewater Plaza	Malpass Properties, Inc.	Edgewater	CO	80214	(303) 237-2820
Bellevue Square	Five in Five, Inc.	Englewood	CO	80111	(303) 770-5788
Centennial Center	Five in Five, Inc.	Englewood	CO	80110	(303) 798-4346
Marketplace	Five in Five, Inc.	Englewood	CO	80110	(303) 781-5789
South Clinton	Malpass Properties, Inc.	Englewood	CO	80112	(303) 792-5113
Falcon Highlands	Nevans, Inc.	Falcon	CO	80831	(719) 886-4300
Safeway Marketplace at Firestone	Holtzman Enterprises, Inc.	Firestone	CO	80504	(303) 833-5773
Cedarwood	VerdenStrand, LLC	Fort Collins	CO	80521	(970) 224-2664
Front Range Village	VerdenStrand, LLC	Fort Collins	CO	80525	(970) 484-2050
North College Marketplace	HEI of Colorado, LLC	Fort Collins	CO	80524	(970) 416-7478
Park Central	VerdenStrand, LLC	Fort Collins	CO	80525	(970) 221-4244
Walmart Center	VerdenStrand, LLC	Fort Collins	CO	80525	(970) 223-9696
Fort Lupton	Michcolo West, LLC	Ft. Lupton	CO	80621	(303) 857-4165
Glendale Center	Holtzman Enterprises, Inc.	Glendale	CO	80246	(303) 321-6047
Glenwood Meadows	Peak 9 Enterprises, Inc.	Glenwood Springs	CO	81601	(970) 928-0560
6th and Colfax	Gallegos Enterprise, Inc.	Golden	CO	80401	(303) 278-0828
Golden Square	Winds Aloft, LLC	Golden	CO	80401	(303) 277-0817
Mesa Mall	Animas Associates, Inc.	Grand Junction	CO	81505	(970) 256-7872
North Avenue Plaza	Animas Associates, Inc.	Grand Junction	CO	81501	(970) 248-9676
Redlands Marketplace	Animas Associates, Inc.	Grand Junction	CO	81503	(970) 255-0200
Rimrock Marketplace	Animas Associates, Inc.	Grand Junction	CO	81505	(970) 245-1482
Centerplace of Greeley	HEI of Colorado, LLC	Greeley	CO	80634	(970) 339-3660
Westlake Village	HEI of Colorado, LLC	Greeley	CO	80634	(970) 330-4313
Highland's Walk	Winds Aloft, LLC	Highlands Ranch	CO	80126	(303) 730-0040
Safeway Town Center	Winds Aloft, LLC	Highlands Ranch	CO	80129	(303) 791-5666
Wildcat Reserve	Winds Aloft, LLC	Highlands Ranch	CO	80129	(303) 346-1563
Lafayette	Holtzman Enterprises, Inc.	Lafayette	CO	80026	(720) 890-0608
Lakewood City Center	Cutters Class, Inc.	Lakewood	CO	80226	(303) 935-8966
Lockwood Square	Five in Five, Inc.	Lakewood	CO	80232	(303) 986-1440
Westland Plaza	Cutters Class, Inc.	Lakewood	CO	80215	(303) 238-3112
Arapahoe Village	Malpass Properties, Inc.	Littleton	CO	80122	(303) 779-0237
Coal Mine Shopping Center	AAC & MAC, Inc.	Littleton	CO	80123	(303) 972-0535
Columbine Knoll	Four Sails, Inc.	Littleton	CO	80128	(303) 972-6747
Columbine Valley	Five in Five, Inc.	Littleton	CO	80123	(303) 797-1522
Kencaryl and Simms	Four Sails II, Inc.	Littleton	CO	80127	(303) 973-3595
Kipling Place	Five in Five, Inc.	Littleton	CO	80127	(303) 978-1064
Littleton Square	Malpass Properties, Inc.	Littleton	CO	80120	(303) 795-0799
Roxborough Marketplace	JPEI, Inc.	Littleton	CO	80125	(303) 933-2195
Southbridge Plaza	Malpass Properties, Inc.	Littleton	CO	80120	(303) 797-9902
Heritage Hills	Shear Sailing, Inc.	Lone Tree	CO	80124	(303) 790-4974
Fox Creek	Holtzman Enterprises, Inc.	Longmont	CO	80501	(303) 772-5834
Longmont	Holtzman Enterprises, Inc.	Longmont	CO	80501	(303) 678-1851
St. Vrain	Holtzman Enterprises, Inc.	Longmont	CO	80501	(303) 485-0298
Louisville Plaza	Holtzman Enterprises, Inc.	Louisville	CO	80027	(303) 665-7305
Loveland	Holtzman Enterprises, Inc.	Loveland	CO	80537	(970) 667-6630
Orchards Shopping Center	HEI of Colorado, LLC	Loveland	CO	80538	(970) 663-2362

Salon Name	Franchisee	City	State/Province	Zip	Phone
Montrose	Animas Associates, Inc.	Montrose	CO	81401	(970) 252-9416
Monument Center	Nevans, Inc.	Monument	CO	80132	(719) 488-0100
Parker and Lincoln	K2K, Inc.	Parker	CO	80134	(303) 840-8662
Parker and Main	K2K, Inc.	Parker	CO	80134	(303) 841-4505
Pueblo Albertsons	Nevans, Inc.	Pueblo	CO	81008	(719) 542-6500
South Pueblo Blvd.	Nevans, Inc.	Pueblo	CO	81005	(719) 561-3500
Rifle Commons	Peak 9 Enterprises, Inc.	Rifle	CO	81650	(970) 625-2577
River Point Shopping Center	Five in Five, Inc.	Sheridan	CO	80110	(303) 781-6400
Central Park Plaza	Holtzman Enterprises, Inc.	Steamboat Springs	CO	80487	(970) 879-1297
Rock Creek Village	Holtzman Enterprises, Inc.	Superior	CO	80027	(720) 304-0437
Superior Marketplace	Holtzman Enterprises, Inc.	Superior	CO	80027	(303) 499-0299
Colorado Marketplace	Shear Sailing, Inc.	Thornton	CO	80233	(720) 872-1770
Hilltop Village	Winds Aloft, LLC	Thornton	CO	80602	(303) 452-2664
Lambertson Lakes	Michcolo West, LLC	Thornton	CO	80229	(303) 451-6344
Federal Heights	Cutters Class, Inc.	Westminster	CO	80260	(303) 466-4622
Mission Commons	Winds Aloft, LLC	Westminster	CO	80005	(303) 423-7422
Northview	Five in Five, Inc.	Westminster	CO	80031	(303) 657-6122
Sheridan Green	Winds Aloft, LLC	Westminster	CO	80020	(303) 466-4855
Arvada Ridge Marketplace	Malpass Properties, Inc.	Wheat Ridge	CO	80033	(303) 423-8707
Applewood Village	Cutters Class, Inc.	Wheatridge	CO	80033	(303) 202-5222
Windsor Safeway Center	Gallegos Enterprise, Inc.	Windsor	CO	80550	(970) 686-2282
Woodland Park Plaza	Nevans, Inc.	Woodland Park	CO	80863	(719) 686-1700
Location to be Determined	AAC & MAC, Inc.		CO		
Location to be Determined	AAC & MAC, Inc.		CO		
Location to be Determined	Cutters Class, Inc.		CO		
Location to be Determined	Douglas Mohr		CO		
Location to be Determined	Douglas Mohr		CO		
Location to be Determined	Douglas Mohr		CO		
Location to be Determined	Five in Five, Inc.		CO		
Location to be Determined	Five in Five, Inc.		CO		
Location to be Determined	Five in Five, Inc.		CO		
Location to be Determined	HEI of Colorado, LLC		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	Holtzman Enterprises, Inc.		CO		
Location to be Determined	N-Space Corporation		CO		
Location to be Determined	Peak 9 Enterprises, Inc.		CO		
Location to be Determined	Peak 9 Enterprises, Inc.		CO		
Location to be Determined	RGC Investments, Inc.		CO		
Location to be Determined	Shear Sailing, Inc.		CO		
Location to be Determined	Up Corporation/Holtzman Enterprises, Inc.		CO		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	WEBINCS, Inc. / Michcolo West, LLC		CO		
Location to be Determined	Winds Aloft, LLC		CO		
Nod Brook Mall	Akano Holdings, Inc.	Avon	CT	06001	(860) 676-0065
Bethel Big Y	New England Clippers, LLC	Bethel	CT	06801	(203) 791-1109
Sand Hill Plaza	Cutting Edge Clippers, Inc.	Newtown	CT	06470	(203) 491-2140
Stratford Square	New England Clippers, LLC	Stratford	CT	06614	(203) 377-1121
Waterford Commons	Jigneshkumar Patel	Waterford	CT	06385	(860) 440-7020
Starbucks Plaza	BBM Ventures, LLC	Wethersfield	CT	06109	(860) 529-0409
Location to be Determined	Azor Enterprises, LLC		CT		
Location to be Determined	Azor Enterprises, LLC		CT		
Location to be Determined	BBM Ventures, LLC		CT		
Location to be Determined	BBM Ventures, LLC		CT		
Location to be Determined	Jigneshkumar Patel		CT		
Location to be Determined	Jigneshkumar Patel		CT		
Location to be Determined	New England Clippers, LLC		CT		
Location to be Determined	Tammy Marren		CT		
Location to be Determined	Tammy Marren		CT		
Location to be Determined	Tammy Marren		CT		
Location to be Determined	Paul Moshonisiotis		DC		
Kent Eight Plaza	Fuggs, Inc.	Dover	DE	19904	(302) 736-8950
Milford Plaza	John Baldino	Milford	DE	19963	(302) 422-4247
Chesmar Plaza	H & J Clips, LLC	Newark	DE	19713	(302) 722-4830
Smyrna Mart Shopping Center	John Baldino	Smyrna	DE	19977	(302) 514-9819
First State Plaza	Diamond State Express, LLC	Stanton	DE	19804	(302) 999-0094
Concord Square	Keystone Clippers, LLC	Wilmington	DE	19803	(302) 478-2022
Gateway Crossing	Strandz, LLC	Altamonte Springs	FL	32714	(407) 292-2100
Jamestown Place	Springline Corp.	Altamonte Springs	FL	32714	(407) 682-6945
Palm Springs	Springline Corp.	Altamonte Springs	FL	32701	(407) 265-2800
Hunt Club	Springline Corp.	Apopka	FL	32703	(407) 788-9524
Rock Springs Plaza	Springline Corp.	Apopka	FL	32712	(407) 814-0556
West Winds at Boca Raton	TS CHAI Holdings, LLC	Boca Raton	FL	33434	(561) 883-0580
Village Square	Totalee Holdings LLC	Boynton Beach	FL	33436	(561) 740-1001
Creekwood Crossing	TAP Investments, LLC	Bradenton	FL	34203	(941) 727-5503
Pinebrook Commons	Bayshore Clippers, Inc.	Bradenton	FL	34210	(941) 792-3509
Kingsway Crossing	Gateway Clippers, LLC	Brandon	FL	33510	(813) 661-1340
Coral Pointe	JAL Clippers, LLC	Cape Coral	FL	33990	(239) 424-8130
Coral Shores	BMG Partners, Inc.	Cape Coral	FL	33991	(239) 283-0710
Coral Walk	T-Clips, Inc.	Cape Coral	FL	33909	(239) 573-0074
Midpoint Center	BMG Partners, Inc.	Cape Coral	FL	33914	(239) 772-8665
Milton St. Plaza	Archforward Partners, Inc.	Cape Coral	FL	33904	(239) 541-0766
Clearwater Mall	Gateway Clippers Holdings II, LLC	Clearwater	FL	33759	(727) 796-4200
Northwood Plaza	George Jones	Clearwater	FL	33761	(727) 253-4975
Pinellas Crossroads	Gateway Clippers, LLC	Clearwater	FL	33760	(727) 535-1841
Sunset Point	Gateway Clippers Holdings II, LLC	Clearwater	FL	33765	(727) 797-6611
Citrus Tower Village	Springline Corp.	Clermont	FL	34711	(352) 242-9981
East Lake Town Center	Springline Corp.	Clermont	FL	34711	(352) 243-7644
Golden Eagle Village	Chirag Patel	Clermont	FL	34714	(352) 404-7866
Cooper City Wal Mart	EBMB, LLC	Cooper City	FL	33330	(954) 252-8235



Salon Name	Franchisee	City	State/Province	Zip	Phone
North Springs Plaza	RJTMS Clips, Inc.	Coral Springs	FL	33076	(954) 753-4787
Turtle Crossing	RCKK Holdings, Inc.	Coral Springs	FL	33073	(954) 753-1191
Morningside Plaza	Gateway Clippers Holdings II, LLC	Dade City	FL	33525	(352) 567-2547
Dupont Lakes	Springline Corp.	Deltona	FL	32738	(386) 532-1121
Caladesi Shopping Center	George Jones	Dunedin	FL	34698	(727) 734-1035
Grande Oaks Shoppe	T-Clips, Inc.	Esteros	FL	33928	(239) 948-4785
Eustis Village Shopping Center	Larlin Enterprise, Inc.	Eustis	FL	32726	(352) 589-0689
Fleming Island	JAG Salons, Inc.	Fleming Island	FL	32003	(904) 278-7660
Forum Centre	Archforward Partners, Inc.	Fort Myers	FL	33905	(239) 931-3899
Gulf Coast Town Center	CR Moir, LLC	Fort Myers	FL	33913	(239) 415-7703
Harbor Shops	Rivera and Noriega, Inc.	Ft Lauderdale	FL	33316	(954) 522-8404
Gladiolus Crossing	T-Clips, Inc.	Ft. Myers	FL	33908	(239) 226-4247
Shoppes at Plantation	T-Clips, Inc.	Ft. Myers	FL	33912	(239) 225-2887
Butler Plaza	G5975 GC, LLC	Gainesville	FL	32608	(352) 336-0650
Haile Village North	G5978 GC, LLC	Gainesville	FL	32608	(352) 331-1005
Millhopper Plaza	G5976 GC, LLC	Gainesville	FL	32605	(352) 371-6225
Plaza Verde	G5977 GC, LLC	Gainesville	FL	32605	(352) 375-6066
Shoppes of Eagle Ridge	Forbes Schaefer Enterprises, LLC	Groveland	FL	34736	(352) 429-0014
Hays Road Town Center	Tristan Eilyn Associates, LLC	Hudson	FL	34669	(727) 856-7800
Argyle Village Center	RBD of Jacksonville, Inc.	Jacksonville	FL	32222	(904) 317-4557
Crown Point	The Yatt Club, Inc.	Jacksonville	FL	32257	(904) 260-6636
Deerwood Lakes	J.V.L. ClipX, Inc.	Jacksonville	FL	32216	(904) 265-0967
Deerwood Village Mall	Peter Hoban	Jacksonville	FL	32256	(904) 503-3672
Harbour Village	J.V.L. ClipX, Inc.	Jacksonville	FL	32225	(904) 220-0071
John's Creek Shopping Center	Lifestyle Hair, Inc.	Jacksonville	FL	32259	(904) 230-0035
Julington Creek	JRAC Enterprises, Inc.	Jacksonville	FL	32259	(904) 287-6022
Kernan Square	J.V.L. ClipX, Inc.	Jacksonville	FL	32246	(904) 565-9500
Losco Corners	J.V.L. ClipX, Inc.	Jacksonville	FL	32257	(904) 292-2383
Pointe Place at River City Marketplace	Hancor Clips, LLC	Jacksonville	FL	32218	(904) 900-3831
Riverside Market Square	RBD of Jacksonville, Inc.	Jacksonville	FL	32204	(904) 384-1720
Kissimmee West	Springline Corp.	Kissimmee	FL	34746	(407) 397-2800
Cornerstone at Lake Mary	Springline Corp.	Lake Mary	FL	32746	(407) 324-2737
Lake Mary Centre	Springline Corp.	Lake Mary	FL	32746	(407) 333-4486
Plaza at Lake Park	Antoinette Greenan	Lake Park	FL	33403	(561) 515-5410
Shoppes on the Ridge	Lake Wales of GC, LLC	Lake Wales	FL	33859	(863) 676-9100
Highland City Towncenter	Highland GC, LLC	Lakeland	FL	33812	(863) 644-3075
Town and Country Square	TNC GC, LLC	Lakeland	FL	33810	(863) 940-4876
Seminole Oaks	KANANI, Inc.	Largo	FL	33778	(727) 398-7380
Lutz Lake Crossing	FourFold Enterprises, Inc.	Lutz	FL	33548	(813) 909-4125
Shoppes at Sunlake Centre	Suncoast Clips, Inc.	Lutz	FL	33558	(813) 949-0328
Miller Rd Plaza	Tsunami Management Group, Inc.	Miami	FL	33165	(305) 279-3224
Shoppes at 104	Rivera and Noriega, Inc.	Miami	FL	33186	(305) 388-2222
TJ Maxx Plaza	Tsunami Management Group, Inc.	Miami	FL	33183	(305) 848-2887
Loch Leven Landing	Springline Corp.	Mt. Dora	FL	32757	(352) 735-0300
Berkshire Commons	Sandollar Clips, LLC	Naples	FL	34104	(239) 353-7230
Pine Ridge	Sandollar Clips, LLC	Naples	FL	34109	(239) 566-1024
Riverchase Plaza	Archforward Partners, Inc.	Naples	FL	34110	(239) 514-0728
Shoppes of Pebblebrook	Sandollar Clips, LLC	Naples	FL	34119	(239) 455-0851

Salon Name	Franchisee	City	State/Province	Zip	Phone
Super Walmart Plaza	TAP Investments, LLC	North Ft. Myers	FL	33903	(239) 997-6000
Shoppes of Heron Creek	TAP Investments, LLC	North Port	FL	34286	(941) 423-2550
Oakridge Plaza	High Crest Ventures, Inc.	Ocala	FL	34481	(352) 237-1918
Shady Oaks Shopping Center	Shahjanand Clips, LLC	Ocala	FL	34474	(352) 236-5804
Ocoee	Springline Corp.	Ocoee	FL	34761	(407) 296-2299
Crowne Centre	Springline Corp.	Orange City	FL	32763	(386) 774-5002
Branan Field Oakleaf	JAG CLIPS, Inc.	Orange Park	FL	32065	(904) 214-3730
Pine Tree Plaza	J.V.L. ClipX, Inc.	Orange Park	FL	32073	(904) 272-2667
Andover Lakes	Springline Corp.	Orlando	FL	32825	(407) 382-8030
Chickasaw Trails	Springline Corp.	Orlando	FL	32825	(407) 277-2211
Colonial Plaza	Springline Corp.	Orlando	FL	32803	(407) 896-5662
Conway Crossings	Springline Corp.	Orlando	FL	32812	(407) 251-9697
Dr. Phillips	Springline Corp.	Orlando	FL	32819	(407) 370-0300
Hunter's Creek	Springline Corp.	Orlando	FL	32837	(407) 812-6933
Lake Hart	Springline Corp.	Orlando	FL	32832	(407) 273-4448
Market at Southside	Springline Corp.	Orlando	FL	32806	(407) 649-9870
Plaza at Metro	SHAAN & COMPANY, LLC	Orlando	FL	32835	(407) 445-4665
Rio Pinar Plaza	Springline Corp.	Orlando	FL	32825	(407) 658-0661
Shoppes of Windermere	Springline Corp.	Orlando	FL	32835	(407) 909-1730
Super Target at Hunters Creek	Springline Corp.	Orlando	FL	32837	(407) 859-4233
Waterford Lakes	Springline Corp.	Orlando	FL	32828	(407) 275-9901
Tuscany Shoppes	Spinnaker Enterprises, Inc.	Ormond Beach	FL	32174	(386) 676-1099
Alafaya Square	Springline Corp.	Oviedo	FL	32765	(407) 359-9941
Bridgewater Commons	Laurant Enterprises, Inc.	Oviedo	FL	32765	(407) 790-7809
Riverside Landing	Springline Corp.	Oviedo	FL	32765	(407) 971-8608
Donald Ross Village	Antoinette Greenan	Palm Beach Gardens	FL	33418	(561) 624-7372
Frenchman's Crossing	Antoinette Greenan	Palm Beach Gardens	FL	33410	(561) 768-7767
Crystal Beach Plaza	Gateway Clippers Holdings II, LLC	Palm Harbor	FL	34683	(727) 785-4318
Ridgemoor Commons	Suncoast Clips, Inc.	Palm Harbor	FL	34685	(727) 772-7751
Shoppes at Boot Ranch	RPK Investments, Inc.	Palm Harbor	FL	34685	(727) 771-8180
Magnolia Plaza	JALR Enterprises, Inc.	Panama City Beach	FL	32408	(850) 249-4224
Ocean Park Pavilion	JALR Enterprises, Inc.	Panama City Beach	FL	32413	(850) 233-5291
Waterways of Parkland	RJTMS Clips, Inc.	Parkland	FL	33067	(954) 340-4312
Publix at Parkwood Square	TAP Investments, LLC	Parrish	FL	34219	(941) 776-5504
Cobblestone Plaza	SPREA, Inc.	Pembroke Pines	FL	33027	(954) 442-1222
Pembroke Commons	SPREA, Inc.	Pembroke Pines	FL	33024	(954) 436-4709
City Crossings	Plant City GC, LLC	Plant City	FL	33566	(813) 752-2300
Office Max Plaza	Rivera and Noriega, Inc.	Plantation	FL	33324	(954) 533-8292
Azalea Plaza	J.V.L. ClipX, Inc.	Ponte Vedra Beach	FL	32082	(904) 543-0404
Peachland Promenade	JAL Clippers, LLC	Port Charlotte	FL	33954	(941) 764-6070
Shoppes at Port Charlotte	TAP Investments, LLC	Port Charlotte	FL	33948	(941) 625-1764
Gateway Center	Springline Corp.	Port Orange	FL	32127	(386) 788-8499
Port Richey Plaza	Tampa Clippers, Inc.	Port Richey	FL	34668	(727) 849-1927
Town Center at St. Lucie West	Sards Group Inc.	Port Saint Lucie	FL	34986	(772) 340-1229
Landing at Tradition	Sards Group Inc.	Port St Lucie	FL	34987	(772) 345-1229
Bloomington Hills	Gateway Clippers, LLC	Riverview	FL	33578	(813) 662-0457
Pavilion Crossing	Gateway Clippers Holdings II, LLC	Riverview	FL	33578	(813) 374-9966
Shoppes of South Bay	Gateway Clippers Holdings II, LLC	Riverview	FL	33579	(813) 234-3400

Salon Name	Franchisee	City	State/Province	Zip	Phone
Shoppes at the Royale	Sunshine Clips, LLC	Saint Petersburg	FL	33710	(727) 575-7953
Marketplace at Seminole Towne Center	Springline Corp.	Sanford	FL	32771	(407) 688-8885
South Walton Publix Center	JALR Enterprises, Inc.	Santa Rosa Beach	FL	32459	(850) 622-5477
Beneva Village SC	JAL Clippers, LLC	Sarasota	FL	34231	(941) 929-7892
Centergate Plaza	JAL Clippers, LLC	Sarasota	FL	34233	(941) 377-9000
Landings Square	JAL Clippers, LLC	Sarasota	FL	34231	(941) 922-7222
University Commons	Gateway Clippers Holdings II, LLC	Sarasota	FL	34243	(941) 351-8300
Publix at Seven Hills	Gateway Clippers, LLC	Spring Hill	FL	34609	(352) 688-5885
Spring Hill	Tampa Clippers CW, LLC	Spring Hill	FL	34606	(352) 688-6773
University Village	Gateway Clippers Holdings II, LLC	St Petersburg	FL	33701	(727) 824-5500
Cobblestone Village	J.V.L. ClipX, Inc.	St. Augustine	FL	32086	(904) 829-6814
World Golf Village	Hancor Clips, LLC	St. Augustine	FL	32092	(904) 940-1692
North East Park	RPK Investments, Inc.	St. Petersburg	FL	33704	(727) 822-8900
Vista Plaza	Scul Partners, LLC	Stuart	FL	34994	(772) 692-8449
Bradfordville Center	Parkside Ventures II, LLC	Tallahassee	FL	32312	(850) 574-9400
Lafayette Place	Parkside Ventures II, LLC	Tallahassee	FL	32308	(850) 656-6536
Carriage Trade Center	Gateway Clippers, LLC	Tampa	FL	33629	(813) 253-2224
Carrollwood Commons	Suncoast Clips, Inc.	Tampa	FL	33618	(813) 964-8556
City Plaza at Tampa Palms	Suncoast Clips, Inc.	Tampa	FL	33647	(813) 971-5222
Hillsboro Plaza	Great Salon Enterprises, LLC	Tampa	FL	33614	(813) 876-5555
Palms of Carrollwood	FourFold Enterprises, Inc.	Tampa	FL	33618	(813) 969-2960
Shoppes at Citrus Park	FourFold Enterprises, Inc.	Tampa	FL	33626	(813) 920-1100
Soho Pointe	Gateway Clippers, LLC	Tampa	FL	33606	(813) 259-9350
Town Square	Gateway Clippers, LLC	Tampa	FL	33609	(813) 287-1400
University Collections III	Gateway Clippers, LLC	Tampa	FL	33612	(813) 910-8661
Village Plaza at Westchase	Gateway Clippers, LLC	Tampa	FL	33626	(813) 852-6595
Westgate Plaza	Gateway Clippers, LLC	Tampa	FL	33625	(813) 961-8048
Tarpon Springs Mall	George Jones	Tarpon Springs	FL	34689	(727) 937-5655
Mitchell Ranch Plaza	Suncoast Clips, Inc.	Trinity	FL	34655	(727) 372-4710
Lithia Crossings	Carole Raimondi	Valrico	FL	33596	(813) 655-2828
Valrico Commons	Gateway Clippers, LLC	Valrico	FL	33594	(813) 689-2277
Venice Commons	JAL Clippers, LLC	Venice	FL	34292	(941) 484-2678
Venice Village	JAL Clippers, LLC	Venice	FL	34293	(941) 497-4218
Wellington Town Square	Antoinette Greenan	Wellington	FL	33414	(561) 204-4705
The Shoppes at Northwoods	Gateway Clippers, LLC	Wesley Chapel	FL	33544	(813) 907-1773
Towne Centre at Wesley Chapel	Tristan Ellyn Associates, LLC	Wesley Chapel	FL	33543	(813) 907-9200
Hammock Landings	Laurant Enterprises, Inc.	West Melbourne	FL	32904	(321) 914-0818
Southeast Plaza	Winter Haven GC, LLC	Winter Haven	FL	33880	(863) 299-2780
Aloma Shopping Center	Larin Enterprise, Inc.	Winter Park	FL	32792	(407) 790-4977
Winter Park Shopping Center	Larin Enterprise, Inc.	Winter Park	FL	32789	(407) 622-2547
Tuskawilla	Springline Corp.	Winter Springs	FL	32708	(407) 695-4333
Winter Springs Town Center	Springline Corp.	Winter Springs	FL	32708	(407) 327-9194
Zephyr Commons SC	Gateway Clippers Holdings II, LLC	Zephyrhills	FL	33541	(813) 780-8444
Location to be Determined	AD Clips, LLC		FL		
Location to be Determined	Andrew Harmon		FL		
Location to be Determined	Archforward Partners, Inc.		FL		
Location to be Determined	Archforward Partners, Inc.		FL		
Location to be Determined	Bayshore Clippers, Inc/Fourfold Enterprises, Inc.		FL		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	B-GEAR SERVICES 1, Inc.		FL		
Location to be Determined	Bharat Chhabria		FL		
Location to be Determined	CLIPCUTS CORPORATION		FL		
Location to be Determined	Daniel Brush		FL		
Location to be Determined	EBMB, LLC		FL		
Location to be Determined	EBMB, LLC		FL		
Location to be Determined	FourFold Enterprises, Inc.		FL		
Location to be Determined	Gateway Clippers Holdings II, LLC		FL		
Location to be Determined	Glamour Cuts Inc.		FL		
Location to be Determined	Golden Isles R.I.C.E., LLC		FL		
Location to be Determined	Great Salon Enterprises, LLC		FL		
Location to be Determined	Great Salon Enterprises, LLC		FL		
Location to be Determined	Gulf Coast Ventures, Inc./CASS-3 Investment Group, Inc.		FL		
Location to be Determined	Hancor Clips, LLC		FL		
Location to be Determined	High Crest Ventures, Inc.		FL		
Location to be Determined	High Crest Ventures, Inc.		FL		
Location to be Determined	J.V.L. ClipX, Inc.		FL		
Location to be Determined	JAG Salons, Inc.		FL		
Location to be Determined	JAL Clippers, LLC		FL		
Location to be Determined	JALR Enterprises, Inc.		FL		
Location to be Determined	Jotstick, Inc./Tampa Clippers 3, LLC		FL		
Location to be Determined	Laurant Enterprises, Inc.		FL		
Location to be Determined	Loola Holdings, LLC		FL		
Location to be Determined	Michael Sozio		FL		
Location to be Determined	Parkside Ventures II, LLC		FL		
Location to be Determined	Peter Hoban		FL		
Location to be Determined	Philip Wiegrefe		FL		
Location to be Determined	R. Makhoul		FL		
Location to be Determined	Rainy 8, Inc.		FL		
Location to be Determined	Rainy 8, Inc.		FL		
Location to be Determined	Rainy 8, Inc.		FL		
Location to be Determined	Rivera and Noriega, Inc.		FL		
Location to be Determined	Rivera and Noriega, Inc.		FL		
Location to be Determined	Sandollar Clips, LLC		FL		
Location to be Determined	Sexton/FourFold Enterprises, Inc.		FL		
Location to be Determined	Springline Corp.		FL		
Location to be Determined	Springline Corp.		FL		
Location to be Determined	Springline Corp.		FL		
Location to be Determined	Springline Corp.		FL		
Location to be Determined	Sunshine Clips, LLC		FL		
Location to be Determined	Sunshine Clips, LLC		FL		
Location to be Determined	SV Clips LLC		FL		
Location to be Determined	Tampa Clippers, Inc.		FL		
Location to be Determined	Tampa Clippers, Inc.		FL		
Location to be Determined	Totalee Holdings LLC		FL		
Location to be Determined	Totalee Holdings LLC		FL		
Location to be Determined	Totalee Holdings LLC		FL		
Location to be Determined	Totalee Holdings LLC		FL		
Location to be Determined	VB Clip, LLC		FL		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	William Stone		FL		(770) 218-3004
Stilesboro Oaks	Tabor Clips, Inc.	Acworth	GA	30101	(770) 740-2066
Crabapple Kroger	Corbets Company of Georgia	Alpharetta	GA	30004	(770) 569-0847
Grasslands Crossing	Ahmed International, Inc.	Alpharetta	GA	30022	(770) 667-7994
Haynes Bridge Village	Parkside Ventures III, LLC	Alpharetta	GA	30022	(770) 667-5573
North Point Market	Cherry BIM Inc.	Alpharetta	GA	30022	(770) 343-8158
Saddlebrook	Ahmed International, Inc.	Alpharetta	GA	30005	(678) 240-0530
Villages at Flynn Crossing	Simon Clips, Inc.	Alpharetta	GA	30004	(770) 664-6221
Winward Commons	Ahmed International, Inc.	Alpharetta	GA	30605	(706) 613-9459
Green Acres	MBO, Inc.	Athens	GA	30606	(706) 613-0033
Shops at Epps Bridge	MBO, Inc.	Athens	GA	30338	(770) 394-6181
Ashford Place	MBO, Inc.	Atlanta	GA	30342	(404) 943-9202
Atlanta Great Clips at the Prado	Windward Holdings, Inc.	Atlanta	GA	30319	(404) 261-3131
Brookhaven Station	Corbets Company of Georgia	Atlanta	GA	30324	(404) 816-9616
Buckhead Crossing	Cherry BIM Inc.	Atlanta	GA	30319	(770) 234-0377
Cambridge Square	Pro Cutterz, Inc.	Atlanta	GA	30339	(770) 955-2213
Cumberland Festival	Corbets Company of Georgia	Atlanta	GA	30307	(404) 477-1056
Edgewood Retail	Harrison Enterprises, Inc.	Atlanta	GA	30318	(404) 603-9108
Howell Mill Village	Cherry BIM Inc.	Atlanta	GA	30329	(404) 636-1375
Loehmann's Plaza	Clips by Michelle, Inc.	Atlanta	GA	30308	(404) 685-9597
Midtown Place	Cherry BIM Inc.	Atlanta	GA	30308	(404) 881-8200
Technology Square	BW Enterprises, Inc.	Atlanta	GA	30305	(404) 240-0003
The Peach Center	Cherry BIM Inc.	Atlanta	GA	30909	(706) 737-9358
Augusta Exchange	Cherry BIM Inc.	Augusta	GA	30907	(706) 863-4070
Belair Village	Cherry BIM Inc.	Augusta	GA	30909	(706) 305-1832
Daniel Village	Cherry BIM Inc.	Augusta	GA	30909	(706) 739-1099
Washington Walk	TNE Clips, LLC	Augusta	GA	30106	(770) 819-9247
East - West Commons	Family Clips, LLC	Austell	GA	30620	(770) 586-0039
Barrow Crossing	Parkside Ventures III, LLC	Bethlehem	GA	30622	(706) 613-2574
Pier 1 Building	MBO, Inc.	Bogart	GA	31005	(478) 987-2014
Shoppes at Houston Lake	JB Clips, LLC	Bonaire	GA	30517	(678) 425-9899
Vineyards Village	Parkside Ventures III, LLC	Braselton	GA	30518	(678) 714-0700
Golden Park Village	Parkside Ventures III, LLC	Buford	GA	30519	(770) 614-3988
Hamilton Mill Crossing	Dixie Clippers, Inc.	Buford	GA	30518	(770) 614-7764
Sugar Hill Corner	Parkside Ventures III, LLC	Buford	GA	30701	(706) 625-5223
Calhoun Place	Georgia Clippers, Inc.	Calhoun	GA	30115	(770) 720-8739
Hickory Flat	Tabor Clips, Inc.	Canton	GA	30114	(770) 345-0370
Laurel Canyon Village	Corbets Company of Georgia	Canton	GA	30114	(678) 493-9833
Prominence Point	Corbets Company of Georgia	Canton	GA	30114	(678) 493-2211
The Market at Bridgemill	James Johnson	Canton	GA	30117	(770) 832-1336
McIntosh Plaza	Tabor Clips, Inc.	Carrollton	GA	30121	(770) 382-0180
Cartersville Main St	Tabor Clips, Inc.	Cartersville	GA	31907	(706) 322-3628
Bradley Park Crossing	Parkside Ventures II, LLC	Columbus	GA	31909	(706) 256-6796
Columbus Park	Parkside Ventures II, LLC	Columbus	GA	31906	(706) 565-0212
Cross Country Plaza	Parkside Ventures II, LLC	Columbus	GA	30013	(770) 761-5131
Millers Chapel	Simon Clips, Inc.	Conyers	GA	30014	(678) 212-2027
Covington Centre	TNE Clips, LLC	Covington	GA	30016	(770) 787-2646
Newton Crossroads	Simon Clips, Inc.	Covington	GA		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Salem Road Station	Simon Clips, Inc.	Covington	GA	30016	(770) 787-7733
Cruse Marketplace	Simon Clips, Inc.	Cumming	GA	30041	(678) 455-5597
Greens Corner	Simon Clips, Inc.	Cumming	GA	30040	(678) 947-0488
Keith Bridge Commons	Simon Clips, Inc.	Cumming	GA	30041	(770) 888-9995
Lakeland Plaza	Simon Clips, Inc.	Cumming	GA	30040	(770) 844-0186
Sharon Greens	Simon Clips, Inc.	Cumming	GA	30041	(770) 886-2283
Dacula Village	Simon Clips, Inc.	Dacula	GA	30019	(770) 963-5507
Mountain Crossing	Parkside Ventures III, LLC	Dacula	GA	30019	(770) 614-3885
East Paulding	Mountain Clips, LLC	Dallas	GA	30157	(770) 443-4144
Paulding Place	CJM Cutter's, Inc.	Dallas	GA	30157	(770) 575-0265
Shoppes On Shugart	Wildfire, LLC	Dalton	GA	30720	(706) 260-2547
Dawsonville Promenade	Simon Clips, Inc.	Dawsonville	GA	30534	(706) 531-1503
Shamrock Plaza	Cherry BIM Inc.	Decatur	GA	30033	(404) 633-8900
Shops at Towne Square	My Clips Incorporated	Decatur	GA	30030	(404) 377-1331
Cosby Station	Tabor Clips, Inc.	Decatur	GA	30135	(770) 949-6858
Douglasville Pavillions	Tabor Clips, Inc.	Douglasville	GA	30135	(770) 577-0261
Ridge Crossing	Tabor Clips, Inc.	Douglasville	GA	30134	(770) 942-7611
Dublin Village	TNE Clips, LLC	Dublin	GA	31021	(478) 274-9007
Duluth Station	CJM Cutter's, Inc.	Duluth	GA	30096	(770) 622-8999
Sugarloaf Parkway	CJM Cutter's, Inc.	Duluth	GA	30097	(678) 584-1391
Shoppes at Georgetown	Harrison Enterprises, Inc.	Dunwoody	GA	30338	(770) 458-1866
Currahee Corners	Lisa Roach	Eastanollee	GA	30538	(706) 886-7275
Centre at Evans	Cherry BIM Inc.	Evans	GA	30809	(706) 860-0501
Mullins Crossing	Chery BIM Inc.	Evans	GA	30809	(706) 863-0677
Riverwood Town Center	TNE Clips, LLC	Evans	GA	30809	(706) 504-3243
Fayetteville Towne Center	SRP MinneCorp	Fayetteville	GA	30214	(770) 716-0996
Clearwater Crossing	Parkside Ventures III, LLC	Flowery Branch	GA	30542	(770) 965-6966
Flowery Branch	Simon Clips, Inc.	Flowery Branch	GA	30542	(770) 967-1496
Royal Lakes Marketplace	Simon Clips, Inc.	Flowery Branch	GA	30542	(770) 534-7059
Battlefield Station	Wildfire, LLC	Fort Oglethorpe	GA	30742	(706) 861-3350
Village Shoppes of Gainesville	Simon Clips, Inc.	Gainesville	GA	30501	(770) 538-2838
Thompson Bridge Commons	Simon Clips, Inc.	Gainsville	GA	30506	(770) 539-9556
Griffin Crossroads	TNE Clips, LLC	Griffin	GA	30223	(770) 229-1118
The Gateway	TNE Clips, LLC	Grovetown	GA	30813	(706) 868-0204
Centre at Lovejoy	TNE Clips, LLC	Hampton	GA	30228	(678) 479-0026
Hiram Pavilion	Mountain Clips, LLC	Hiram	GA	30141	(770) 943-3811
West Jackson Crossing	Simon Clips, Inc.	Hoschton	GA	30548	(706) 658-4027
Jasper Village	Corbets Company of Georgia	Jasper	GA	30143	(706) 253-2504
Loggins Corner	Simon Clips, Inc.	Jefferson	GA	30549	(706) 367-7880
Medlock Corner	Ahmed International, Inc.	Johns Creek	GA	30097	(770) 232-2859
Chastain Road Kennesaw	Tabor Clips, Inc.	Kennesaw	GA	30144	(770) 423-1992
Cobb Parkway Publix	Legacy Dynamics, Inc.	Kennesaw	GA	30152	(770) 499-9103
Publix at Barrett Parkway	Mountain Clips, LLC	Kennesaw	GA	30152	(770) 422-2348
Wade Green	Tabor Clips, Inc.	Kennesaw	GA	30144	(770) 421-9511
Camdenwoods	J.V.L. ClipX, Inc.	Kingsland	GA	31548	(912) 729-4433
Commerce Shops	Harrison Enterprises, Inc.	Lagrange	GA	30241	(706) 883-7515
Sawmill Place	Harrison Enterprises, Inc.	LaGrange	GA	30240	(706) 883-8060
Merton Walk	Dixie Clippers, Inc.	Lawrenceville	GA	30043	(770) 339-0042

Salon Name	Franchisee	City	State/Province	Zip	Phone
Old Peachtree SC	Parkside Ventures III, LLC	Lawrenceville	GA	30043	(770) 513-6965
Russell Ridge	Parkside Ventures III, LLC	Lawrenceville	GA	30043	(770) 995-7732
Sugarloaf Crossing	CJM Cutter's, Inc.	Lawrenceville	GA	30044	(770) 513-2682
Five Forks Crossing	Dixie Clippers, Inc.	Lilburn	GA	30047	(770) 978-7001
Paradise Crossing	Tabor Clips, Inc.	Lithia Springs	GA	30122	(770) 489-8861
Locust Grove Village	SRP MinneCorp	Locust Grove	GA	30248	(678) 583-0929
Grayson Village	Dixie Clippers, Inc.	Loganville	GA	30052	(678) 376-0364
Loganville Crossing	Dixie Clippers, Inc.	Loganville	GA	30052	(770) 554-4400
Midway Plaza	Dixie Clippers, Inc.	Loganville	GA	30052	(770) 554-0861
Bridge Pointe	TNE Clips, LLC	Macon	GA	31216	(478) 784-4466
Plantation Village	TNE Clips, LLC	Macon	GA	31210	(478) 474-8636
River Gate	TNE Clips, LLC	Macon	GA	31210	(478) 474-8409
G and H Center	Corbets Company of Georgia	Marietta	GA	30067	(770) 850-0272
Macland-Battle Ridge Pavillion	Georgia Clippers, Inc.	Marietta	GA	30064	(770) 419-0044
Merchant's Exchange	Corbets Company of Georgia	Marietta	GA	30062	(770) 578-1958
Pavilions at Eastlake	Clips by Michelle, Inc.	Marietta	GA	30062	(770) 977-8775
Providence Square	Corbets Company of Georgia	Marietta	GA	30062	(770) 977-1225
Sandy Plains Centre	Corbets Company of Georgia	Marietta	GA	30066	(770) 578-0718
Town Center Prado	Tabor Clips, Inc.	Marietta	GA	30066	(770) 919-2511
West Cobb Marketplace	Tabor Clips, Inc.	Marietta	GA	30064	(770) 795-0011
Fury's Ferry	Cherry BIM Inc.	Martinez	GA	30907	(706) 651-8900
McDonough Crossing	SRP MinneCorp	McDonough	GA	30253	(770) 914-0717
North McDonough Crossing	Atlanta Clips, Inc.	McDonough	GA	30253	(770) 898-8281
Shoppes at Lake Dow	Atlanta Clips, Inc.	McDonough	GA	30252	(770) 898-8284
Merchants Central	TNE Clips, LLC	Milledgeville	GA	31061	(478) 414-1954
Newnan Crossing	New Clips, LLC	Newnan	GA	30265	(770) 252-4686
Summerlin Corners	New Clips, LLC	Newnan	GA	30265	(770) 251-2006
Thomas Crossroads	SRP MinneCorp	Newnan	GA	30265	(770) 304-0969
Peachtree Square	Baci Styles, Inc.	Norcross	GA	30092	(770) 417-1337
Braelinn Village	SRP MinneCorp	Peachtree City	GA	30269	(770) 486-0290
Kedron Village	SRP MinneCorp	Peachtree City	GA	30269	(770) 631-0193
Peachtree East Shopping Center	SRP MinneCorp	Peachtree City	GA	30269	(770) 631-0788
Perry Market Place	JB Clips, LLC	Perry	GA	31069	(478) 988-0255
Pooler Marketplace	Low Country Cutters, LLC	Pooler	GA	31322	(912) 748-4060
Powder Springs	Mountain Clips, LLC	Powder Springs	GA	30127	(770) 439-4965
Richmond Hill Exchange	Low Country Cutters, LLC	Richmond Hill	GA	31324	(912) 445-0725
Block Shopping Center	Mountain Clips, LLC	Rome	GA	30161	(706) 291-3976
Centennial Village	Baci Styles, Inc.	Roswell	GA	30076	(770) 645-8011
East Cobb	Corbets Company of Georgia	Roswell	GA	30075	(770) 594-3874
King's Plaza	Serenity Clips, LLC	Roswell	GA	30075	(770) 993-0466
Sandy Plains Village Shopping Center	Serenity Clips, LLC	Roswell	GA	30075	(770) 552-0054
Sandy Springs	Windward Holdings, Inc.	Sandy Springs	GA	30350	(678) 298-7750
Berwick Marketplace	RnB Diversified Holdings, Inc.	Savannah	GA	31405	(912) 236-2320
Twelve Oaks	Amer Mahmood	Savannah	GA	31405	(912) 352-7011
South Cobb Highland Station	Tabor Clips, Inc.	Smyrna	GA	30080	(770) 433-0422
Presidential Market	Dixie Clippers, Inc.	Snellville	GA	30078	(770) 736-6944
Spivey Junction	SRP MinneCorp	Stockbridge	GA	30281	(770) 474-2154
Stockbridge	SRP MinneCorp	Stockbridge	GA	30281	(770) 389-0102

Salon Name	Franchisee	City	State/Province	Zip	Phone
Stockbridge Lakes	SRP MinneCorp	Stockbridge	GA	30281	(678) 565-0939
John's Creek Shopping Center	Ahmed International, Inc.	Suwanee	GA	30024	(770) 497-8313
McGinnis Ferry Crossing	Ahmed International, Inc.	Suwanee	GA	30024	(770) 271-0230
Suwanee	Imaj Styles, Inc.	Suwanee	GA	30024	(770) 271-1955
Gateway	Parkside Ventures II, LLC	Thomasville	GA	31792	(229) 226-5640
Cofer Crossing	Harrison Enterprises, Inc.	Tucker	GA	30084	(770) 496-0970
Northlake Crossing	Corbets Company of Georgia	Tucker	GA	30084	(770) 414-6554
Perimeter Park	Parkside Ventures II, LLC	Valdosta	GA	31602	(229) 257-0544
Village at Mirror Lake	Tabor Clips, Inc.	Villa Rica	GA	30180	(770) 456-9588
Houston Square	JB Clips, LLC	Warner Robins	GA	31088	(478) 929-4664
Warner Robins Place	JB Clips, LLC	Warner Robins	GA	31093	(478) 953-0937
Winder Walmart Center	Parkside Ventures III, LLC	Winder	GA	30680	(770) 868-0312
Toonigh Village	Corbets Company of Georgia	Woodstock	GA	30188	(770) 591-3710
Towne Lake Square	Legacy Dynamics, Inc.	Woodstock	GA	30189	(770) 592-3345
Woodstock Crossing	Tabor Clips, Inc.	Woodstock	GA	30188	(770) 516-9288
Location to be Determined	Amer Mahmood	GA			
Location to be Determined	Amer Mahmood	GA			
Location to be Determined	Amer Mahmood	GA			
Location to be Determined	Cherry BIM Inc.	GA			
Location to be Determined	Cherry BIM Inc.	GA			
Location to be Determined	Cherry BIM Inc.	GA			
Location to be Determined	Cherry BIM Inc.	GA			
Location to be Determined	Cherry BIM Inc.	GA			
Location to be Determined	Cherry BIM Inc.	GA			
Location to be Determined	CJM Cutter's, Inc.	GA			
Location to be Determined	Clips by Michelle, Inc.	GA			
Location to be Determined	Corbets Company of Georgia	GA			
Location to be Determined	Corbets Company of Georgia	GA			
Location to be Determined	Dixie Clippers, Inc.	GA			
Location to be Determined	Dixie Clippers, Inc.	GA			
Location to be Determined	Dixie Clippers, Inc.	GA			
Location to be Determined	James Johnson	GA			
Location to be Determined	Legacy Dynamics, Inc.	GA			
Location to be Determined	Low Country Cutters, LLC	GA			
Location to be Determined	MBO, Inc.	GA			
Location to be Determined	Parkside Ventures III, LLC	GA			
Location to be Determined	Pro Cutterz, Inc.	GA			
Location to be Determined	RnB Diversified Holdings, Inc.	GA			
Location to be Determined	RnB Diversified Holdings, Inc.	GA			
Location to be Determined	RnB Diversified Holdings, Inc.	GA			
Location to be Determined	RnB Diversified Holdings, Inc.	GA			
Location to be Determined	RnB Diversified Holdings, Inc.	GA			
Location to be Determined	Simon Clips, Inc.	GA			
Location to be Determined	Simon Clips, Inc.	GA			
Location to be Determined	Simon Clips, Inc.	GA			
Location to be Determined	Simon Clips, Inc.	GA			
Location to be Determined	Simon Clips, Inc.	GA			
Location to be Determined	Simon Clips, Inc.	GA			
Location to be Determined	Simon Clips, Inc.	GA			
Location to be Determined	SRP MinneCorp	GA			



Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	SRP MinneCorp		GA		
Location to be Determined	Tabor Clips, Inc.		GA		
Location to be Determined	Tabor Clips, Inc.		GA		
Location to be Determined	Tabor Clips, Inc.		GA		
Location to be Determined	TNE Clips, LLC		GA		
Location to be Determined	TNE Clips, LLC		GA		
Location to be Determined	TNE Clips, LLC		GA		
Location to be Determined	Toppers, Inc.		GA		
Location to be Determined	Toppers, Inc.		GA		
Location to be Determined	Toppers, Inc.		GA		
Location to be Determined	Toppers, Inc.		GA		
Location to be Determined	Toppers, Inc.		GA		
Location to be Determined	Toppers, Inc.		GA		
Location to be Determined	Toppers, Inc.		GA		
Location to be Determined	Toppers, Inc.		GA		
Location to be Determined	Ohana Clips, LLC		HI		
Location to be Determined	Ohana Clips, LLC		HI		
Location to be Determined	Ohana Clips, LLC		HI		
Altoona	This Is It, Inc.	Altoona	IA	50009	(515) 957-3150
Lincoln Center	Roch-N-Roll, Inc	Ames	IA	50010	(515) 233-4611
Shoppes at North Grand	Roch-N-Roll, Inc	Ames	IA	50010	(515) 233-6334
Northside Plaza	Mozer, Inc.	Ankeny	IA	50023	(515) 964-9421
Shops on Delaware	Mozer, Inc.	Ankeny	IA	50021	(515) 963-1005
Bettendorf Glen Roads	PB5, LLC	Bettendorf	IA	52722	(563) 332-0320
Duck Creek	Great Care Quad Cities, LLC	Bettendorf	IA	52722	(563) 355-4644
Carroll-K-Mart	A Little On The Side, LLC	Carroll	IA	51401	(712) 792-1024
Kittyhawk	A Little On The Side, LLC	Carroll	IA	51401	(712) 792-1024
Brandilynn Blvd	Sharpness Inc.	Cedar Falls	IA	50613	(319) 266-1444
Blairs Forest Plaza	Sharpness Inc.	Cedar Rapids	IA	52402	(319) 294-2317
Mt. Vernon Rd	Sharpness Inc.	Cedar Rapids	IA	52403	(319) 364-0764
Westwood Plaza	Sharpness Inc.	Cedar Rapids	IA	52404	(319) 654-8446
Clinton Town Center	PB5, LLC	Clinton	IA	52732	(563) 242-2148
Coral Valley Market	Sharpness Inc.	Coralville	IA	52241	(319) 354-6500
Mall of the Bluffs	QCS, Inc.	Council Bluffs	IA	51503	(712) 322-2377
The Broadway Salon	QCS, Inc.	Council Bluffs	IA	51501	(712) 325-6789
Celebration Center	Great Care Quad Cities, LLC	Davenport	IA	52807	(563) 441-0111
Davenport West Kimberly	PB5, LLC	Davenport	IA	52806	(563) 386-1966
Northtown Plaza	Great Care Quad Cities, LLC	Davenport	IA	52806	(563) 391-2547
Beaverdale	This Is It, Inc.	Des Moines	IA	50310	(515) 277-6966
Cobblestone Market Shopping Center	This Is It, Inc.	Des Moines	IA	50322	(515) 278-1301
Fleur Plaza	Mozer, Inc.	Des Moines	IA	50321	(515) 287-4191
Lee Town Center	K.B. Hair Enterprises, Inc.	Des Moines	IA	50317	(515) 262-0345
Merle Hay Square	Mozer, Inc.	Des Moines	IA	50310	(515) 270-6602
Southdale Shopping Center	This Is It, Inc.	Des Moines	IA	50320	(515) 287-7720
Stefon Plaza	Mozer, Inc.	Des Moines	IA	50315	(515) 287-4455
Varsity Shop	NU Clips, Inc.	Des Moines	IA	50311	(515) 274-2862
Eagle Eye Plaza	Sharpness Inc.	Dubuque	IA	52002	(563) 583-6196
Fort Dodge Shopping Center	This Is It, Inc.	Fort Dodge	IA	50501	(515) 573-4775

Salon Name	Franchisee	City	State/Province	Zip	Phone
Indianola	This Is It, Inc.	Indianola	IA	50125	(515) 961-0282
Sycamore Mall North	Sharpness Inc.	Iowa City	IA	52240	(319) 358-6555
Johnston	This Is It, Inc.	Johnston	IA	50131	(515) 270-4702
Keokuk Shopping Center	PB5, LLC	Keokuk	IA	52632	(319) 524-2133
Collins Road Square	Sharpness Inc.	Marion	IA	52302	(319) 373-0038
Family Video	Sharpness Inc.	Marion	IA	52302	(319) 447-1655
Marshalltown Shopping Center	NU Clips, Inc.	Marshalltown	IA	50158	(641) 752-6400
5th Street SW	Roch-N-Roll, Inc	Mason City	IA	50401	(641) 424-4480
Indian Head Drive	Roch-N-Roll, Inc	Mason City	IA	50401	(641) 424-0424
Newton Shopping Center	This Is It, Inc.	Newton	IA	50208	(641) 791-9492
Stonebridge Promenade	Sharpness Inc.	North Liberty	IA	52317	(319) 665-2080
Ottumwa Shopping Center	NU Clips, Inc.	Ottumwa	IA	52501	(641) 682-1001
Pella	This Is It, Inc.	Pella	IA	50219	(641) 628-8111
Waters Edge	NU Clips, Inc.	Pleasant Hill	IA	50327	(515) 266-0206
Sunnybrook	This Is It, Inc.	Sioux City	IA	51106	(712) 258-2555
Urbandale Marketplace	This Is It, Inc.	Urbandale	IA	50322	(515) 727-5855
Crossroads	Sharpness Inc.	Waterloo	IA	50702	(319) 433-1107
Progress Plaza	Sharpness Inc.	Waterloo	IA	50701	(319) 234-0375
West Burlington	PB5, LLC	West Burlington	IA	52655	(319) 754-5881
60th and Ashworth	NU Clips, Inc.	West Des Moines	IA	50266	(515) 224-6054
Crossroads	This Is It, Inc.	West Des Moines	IA	50266	(515) 225-7943
South Oaks Mall	NU Clips, Inc.	West Des Moines	IA	50265	(515) 267-0044
West Glenn Town Center	NU Clips, Inc.	West Des Moines	IA	50266	(515) 224-5991
Windsor Heights Town Center	This Is It, Inc.	Windsor Heights	IA	50324	(515) 277-7955
Location to be Determined	A Little On The Side, LLC		IA		
Location to be Determined	A Little On The Side, LLC		IA		
Location to be Determined	A Little On The Side, LLC		IA		
Location to be Determined	A Little On The Side, LLC		IA		
Location to be Determined	Mozer, Inc.		IA		
Location to be Determined	Mozer, Inc.		IA		
Location to be Determined	NU Clips, Inc.		IA		
Location to be Determined	Roch-N-Roll, Inc		IA		
Location to be Determined	Roch-N-Roll, Inc		IA		
Location to be Determined	This Is It, Inc.		IA		
Location to be Determined	This Is It, Inc.		IA		
Franklin	On Eagles Wings, LLC	Boise	ID	83705	(208) 342-0206
McMillan Corner	On Eagles Wings, LLC	Boise	ID	83713	(208) 939-1091
Overland	Cuts Unlimited, LLC	Boise	ID	83709	(208) 377-1516
Plantation Center	On Eagles Wings, LLC	Boise	ID	83703	(208) 853-6943
Caldwell	On Eagles Wings, LLC	Caldwell	ID	83605	(208) 453-2643
Hayden Target	Red Hill, Inc.	Coeur D Alene	ID	83814	(208) 762-5568
Coeur D' Alene	Red Hill, Inc.	Coeur D'Alene	ID	83815	(208) 765-2940
Eagle Pavilion	On Eagles Wings, LLC	Eagle	ID	83616	(208) 939-2996
Fred Meyer Center	Potato Clips, Inc.	Idaho Falls	ID	83401	(208) 522-5000
Idaho Falls Super Walmart	Potato Clips, Inc.	Idaho Falls	ID	83402	(208) 528-9100
Winco Shopping Center	Potato Clips, Inc.	Idaho Falls	ID	83401	(208) 542-9000
Cherry Lane Center	Cuts Unlimited, LLC	Meridian	ID	83642	(208) 895-0730
Eagle Island Marketplace	On Eagles Wings, LLC	Meridian	ID	83646	(208) 895-7846

Salon Name	Franchisee	City	State/Province	Zip	Phone
12th Ave	On Eagles Wings, LLC	Nampa	ID	83686	(208) 442-5431
Boulevard Plaza	On Eagles Wings, LLC	Nampa	ID	83651	(208) 463-1595
Karcher Village	On Eagles Wings, LLC	Nampa	ID	83687	(208) 467-9778
Cobblestone Creek	Potato Clips, Inc.	Pocatello	ID	83202	(208) 637-2500
Foothills Plaza	Potato Clips, Inc.	Pocatello	ID	83201	(208) 233-0000
Sandpoint	Red Hill, Inc.	Ponderay	ID	83852	(208) 265-9262
Post Falls Walmart	Red Hill, Inc.	Post Falls	ID	83854	(208) 773-8348
Breckenridge Farms	Potato Clips, Inc.	Twin Falls	ID	83301	(208) 735-1200
Centennial Plaza	Good Looks II, Inc.	Addison	IL	60101	(630) 705-1016
Algonquin Town Center	NMS Investments, Inc.	Algonquin	IL	60102	(847) 854-1900
Lake in the Hills	BrynCorp Concepts, Ltd.	Algonquin	IL	60102	(847) 854-6767
Randall Crossing	BrynCorp Concepts, Ltd.	Algonquin	IL	60102	(847) 658-3089
Oakwood Plaza	Cuatro Clippers LLC	Alton	IL	62002	(618) 465-5223
Antioch Crossings	Hair Life Styles, Inc.	Antioch	IL	60002	(847) 395-2547
Town and Country	EMP Exclusive, Inc.	Arlington Heights	IL	60004	(847) 590-1091
Eola Commons	PRJ Enterprises, Inc.	Aurora	IL	60504	(630) 585-6833
Ogden Point	The Richard Lynn Company	Aurora	IL	60504	(630) 978-2550
Orchard Grove	The Richard Lynn Company	Aurora	IL	60506	(630) 907-9915
Savannah Crossing	Wild Hair, LLC	Aurora	IL	60502	(630) 375-1887
Apple Valley Retail Center	Red Sky At Night, Inc.	Bartlett	IL	60103	(630) 289-3230
Batavia Plaza	Precision One Corporation	Batavia	IL	60510	(630) 761-9674
Green Mount Station	MPE, Inc.	Belleville	IL	62221	(618) 235-2820
The Gateway Center - Belvidere	Griswold, Inc.	Belvidere	IL	61008	(815) 544-1678
Brentwood Commons	CMC Service of Chicago, LLC	Bensenville	IL	60106	(630) 238-9311
Bloomington Meijer	BrynCorp Concepts, Ltd.	Bloomington	IL	60108	(630) 351-1235
Schnucks-Bloomington	The Hands Group, Inc.	Bloomington	IL	61701	(309) 433-9100
Bolingbrook	Bengal Renaissance Group, Inc.	Bolingbrook	IL	60440	(630) 226-0444
The Shops at Lily Cache Creek	Wild Hair, LLC	Bolingbrook	IL	60440	(630) 739-2445
Bradley Commons	Hanumanji, Inc.	Bourbonnais	IL	60914	(815) 802-0500
Bridgeview	Parsan, LLC	Bridgeview	IL	60455	(708) 499-4955
Spoerlein Commons	Hair Life Styles, Inc.	Buffalo Grove	IL	60089	(847) 415-2425
Woodland Commons	EMP Exclusive, Inc.	Buffalo Grove	IL	60089	(847) 415-1390
Canton Square	The Hands Group, Inc.	Canton	IL	61520	(309) 649-1000
Carbondale East	The Mane Group, Inc.	Carbondale	IL	62902	(618) 457-5845
Carbondale West	The Mane Group, Inc.	Carbondale	IL	62901	(618) 529-2999
Geneva Crossing	Bengal Renaissance Group, Inc.	Carol Stream	IL	60188	(630) 933-0416
Heritage Plaza	BrynCorp Concepts, Ltd.	Carol Stream	IL	60188	(630) 540-9023
Cary Square	NMS Investments, Inc.	Cary	IL	60013	(847) 639-5949
Rose Plaza Channahon	Marbl Salons, LLC	Channahon	IL	60410	(815) 467-4111
Charleston Commons	Illinois Clippers, Inc.	Charleston	IL	61920	(217) 345-0505
Bloomington and Harlem	Clippers Ahoy, Inc.	Chicago	IL	60707	(773) 385-9347
Condor Plaza	Parsan, LLC	Chicago	IL	60638	(773) 229-0297
Elston Plaza	Deva Ashtavinayak, Inc.	Chicago	IL	60618	(773) 539-5890
Lakeview	CMC Service of Chicago, LLC	Chicago	IL	60657	(773) 871-2699
Lincoln Park DePaul	Shear Greatness, LLC	Chicago	IL	60614	(773) 687-9757
Lincoln Square	Frick Clips, Inc.	Chicago	IL	60625	(773) 516-4461
North Clark Street	CMC Service of Chicago, LLC	Chicago	IL	60614	(773) 281-2926
Ohio Street	Shear Greatness, LLC	Chicago	IL	60654	(312) 445-9549

Salon Name	Franchisee	City	State/Province	Zip	Phone
Old Town Square	CMC Service of Chicago, LLC	Chicago	IL	60610	(312) 397-1237
Presidential Towers	Frick Clips, Inc.	Chicago	IL	60661	(312) 775-7003
Riverfront Plaza	Alpine Cuts, Inc.	Chicago	IL	60647	(773) 384-7335
Riverside Square	Alpine Cuts, Inc.	Chicago	IL	60608	(773) 696-9555
Roscoe Village	Alpine Cuts, Inc.	Chicago	IL	60618	(773) 935-5812
University Village	CJCJ, Inc.	Chicago	IL	60607	(312) 491-1000
Wicker Park	Shear Greatness, LLC	Chicago	IL	60622	(773) 252-2372
Lakeside Plaza	Tonka Clippers, Inc.	Collinsville	IL	62234	(618) 346-8700
Columbia Town Centre	MPE, Inc.	Columbia	IL	62236	(618) 281-8484
Salem Square	CJCJ, Inc.	Countryside	IL	60525	(708) 352-2900
Country Corners	NMS Investments, Inc.	Crystal Lake	IL	60014	(815) 356-5533
Danville Crossing	Illinois Clippers, Inc.	Danville	IL	61832	(217) 443-2750
Darien Towne Centre	CMC Service of Chicago, LLC	Darien	IL	60561	(630) 963-0632
Circuit City Pavillion	Illinois Clippers, Inc.	Decatur	IL	62523	(217) 872-1920
Deer Park Town Center	L.A.C.E., Inc.	Deer Park	IL	60010	(847) 540-0731
DeKalb	Sister Act, Inc.	Dekalb	IL	60115	(815) 756-2547
Presidential Parkway Plaza	Griswold, Inc.	Dixon	IL	61021	(815) 284-4077
Butterfield Plaza	PRJ Enterprises, Inc.	Downers Grove	IL	60515	(630) 889-0595
Downers Grove Market	The Richard Lynn Company	Downers Grove	IL	60515	(630) 322-8661
Victoria Centre	PJ 2 Enterprises, Inc.	Downers Grove	IL	60516	(630) 969-6636
Camp Street Crossing	The Hands Group, Inc.	East Peoria	IL	61611	(309) 427-5900
Montclair SC	Modern Day Clippers, Inc.	Edwardsville	IL	62025	(618) 692-4262
Crossroads Plaza North	Illinois Clippers, Inc.	Effingham	IL	62401	(217) 342-4030
Otter Creek Shopping Center	DA-RAE, Inc.	Elgin	IL	60123	(847) 695-3991
Strawberry Hill Plaza	S&F Illinois, Inc.	Elk Grove	IL	60007	(847) 352-3588
Elk Grove Village	Good Looks, Inc.	Elk Grove Village	IL	60007	(847) 758-8242
Elmhurst	CJCJ, Inc.	Elmhurst	IL	60126	(630) 941-1200
York and Butterfield	PROH Enterprises, Inc.	Elmhurst	IL	60126	(630) 758-0512
Main Street Marketplace	RaVe Partners LLC	Evanston	IL	60202	(847) 475-2500
Sherman Plaza	RaVe Partners LLC	Evanston	IL	60201	(847) 864-3500
Lincoln Place	MPE, Inc.	Fairview Heights	IL	62208	(618) 355-9151
Hickory Creek Center	Kit's Cuts, Inc.	Frankfort	IL	60423	(815) 469-8463
Southgate Plaza	Griswold, Inc.	Freeport	IL	61032	(815) 233-9999
Galesburg	PB5, LLC	Galesburg	IL	61401	(309) 341-0990
38 and Bricher	Sister Act, Inc.	Geneva	IL	60134	(630) 232-1455
Geneva (Rose Plaza)	DA-RAE, Inc.	Geneva	IL	60134	(630) 262-0898
Glen Ellyn Plaza	Roshni Enterprises, Inc.	Glen Ellyn	IL	60137	(630) 793-5170
Pickwick Place	Roshni Enterprises, Inc.	Glen Ellyn	IL	60137	(630) 790-0955
Plaza West Lake	CMC Service of Chicago, LLC	Glendale Heights	IL	60139	(630) 924-7729
Shoppes of Glendale Heights	Bengal Renaissance Group, Inc.	Glendale Heights	IL	60139	(630) 221-1615
Plaza Del Prado	EMP Exclusive, Inc.	Glenview	IL	60025	(847) 412-1080
Piasa Center	Cuatro Clippers LLC	Godfrey	IL	62035	(618) 466-3642
Nameoki Commons	Holtzman Enterprises, Inc.	Granite City	IL	62040	(618) 877-0025
Grayslake	Driftwood, Inc.	Grayslake	IL	60030	(847) 548-4084
Stonebrook Commons	Vilma Gebeck	Gurnee	IL	60031	(847) 856-1940
Henson Plaza	Bengal Renaissance Group, Inc.	Harvard	IL	60033	(815) 943-2600
Highland	Cuatro Clippers LLC	Highland	IL	62249	(618) 654-7584
Huntington Plaza	OM SHREE, Inc.	Hoffman Estates	IL	60192	(847) 705-9249

Salon Name	Franchisee	City	State/Province	Zip	Phone
Prairie Stone Crossing	OMJEE Enterprises, Inc.	Hoffman Estates	IL	60192	(847) 645-9680
Homer Town Square	Wild Hair, LLC	Homer Glen	IL	60491	(708) 301-8299
Washington Park Plaza	Hanumanji, Inc.	Homewood	IL	60430	(708) 922-1930
Covington Lakes	BrynCorp Concepts, Ltd.	Huntley	IL	60142	(224) 569-2620
Island Lake	L.A.C.E., Inc.	Island Lake	IL	60042	(847) 487-2559
Jacksonville Plaza	Community Clippers, Inc.	Jacksonville	IL	62650	(217) 243-3233
Jerseyville Center	Cuatro Clippers LLC	Jerseyville	IL	62052	(618) 498-1377
West River Crossing	CMC Service of Chicago, LLC	Joliet	IL	60435	(815) 254-1387
LaGrange Crossing	Alpine Cuts, Inc.	La Grange	IL	60525	(708) 579-2170
Deer Path	L.A.C.E., Inc.	Lake Zurich	IL	60047	(847) 550-6270
Village Square Shopping Center	L.A.C.E., Inc.	Lake Zurich	IL	60047	(847) 540-7411
Long Run Marketplace	Wild Hair, LLC	Lemont	IL	60439	(630) 257-1212
Adler Square	EMP Exclusive, Inc.	Libertyville	IL	60048	(847) 281-0340
Red Top Plaza	Hair Life Styles, Inc.	Libertyville	IL	60048	(847) 549-0059
Lincolnwood Town Center	CMC Service of Chicago, LLC	Lincolnwood	IL	60645	(847) 677-8865
Lisle	PROH Enterprises, Inc.	Lisle	IL	60532	(630) 960-9500
Litchfield	Illinois Clippers, Inc.	Litchfield	IL	62056	(217) 324-6660
Lockport Square	Wild Hair, LLC	Lockport	IL	60441	(815) 838-6710
Lombard	Bengal Renaissance Group, Inc.	Lombard	IL	60148	(630) 705-0850
Loves Park	Griswold, Inc.	Loves Park	IL	61111	(815) 633-6900
Gateway Center	Griswold, Inc.	Machesney Park	IL	61115	(815) 877-8835
Macomb East Chase Village	PB5, LLC	Macomb	IL	61455	(309) 295-8388
Marion	The Mane Group, Inc.	Marion	IL	62959	(618) 997-0124
McHenry Plaza	L.A.C.E., Inc.	McHenry	IL	60050	(815) 385-6685
Miller Center	L.A.C.E., Inc.	McHenry	IL	60050	(815) 578-1908
Merrionette Park	Shear Force, LLC	Merrionette Park	IL	60803	(708) 239-0310
Gas Light Square	KARS Clips, LLC	Milan	IL	61264	(309) 756-2275
Mokena Corners	Kit's Cuts of Mokena, Inc.	Mokena	IL	60448	(815) 806-9910
Riverplace Centre	Great Care Quad Cities, LLC	Moline	IL	61265	(309) 736-7665
Orchard and Route 30	The Richard Lynn Company	Montgomery	IL	60538	(630) 859-3919
Morris Walmart	Marbl Salons, LLC	Morris	IL	60450	(815) 416-0639
Morton Kroger	The Hands Group, Inc.	Morton	IL	61550	(309) 266-9500
Morton Grove	EMP Exclusive, Inc.	Morton Grove	IL	60053	(847) 966-8901
Mount Vernon	The Mane Group, Inc.	Mount Vernon	IL	62864	(618) 244-9991
Mundelein Commons	NMS Investments, Inc.	Mundelein	IL	60060	(847) 566-7600
95th and Book Road	PROH Enterprises, Inc.	Naperville	IL	60564	(630) 904-4225
Hobson West Plaza	CMC Service of Chicago, LLC	Naperville	IL	60565	(630) 717-0976
Market Meadows	CMC Service of Chicago, LLC	Naperville	IL	60540	(630) 778-8055
Naperville Marketplace	PROH Enterprises, Inc.	Naperville	IL	60564	(630) 922-0250
Ogden and Iroquois	The Richard Lynn Company	Naperville	IL	60563	(630) 961-5510
Riverwest	The Richard Lynn Company	Naperville	IL	60563	(630) 961-5088
New Lenox Town Center	Patel/Kit's Cuts of Berwyn, Inc.	New Lenox	IL	60451	(815) 463-0274
Pointe Plaza	Shear Greatness, LLC	Niles	IL	60714	(847) 588-0361
Constitution Trail	The Hands Group, Inc.	Normal	IL	61761	(309) 454-3700
Normal Walmart Center	The Hands Group, Inc.	Normal	IL	61761	(309) 454-2100
Woodman Center	The Richard Lynn Company	North Aurora	IL	60542	(630) 907-9310
Brookside Plaza	Bengal Renaissance Group, Inc.	Northbrook	IL	60062	(847) 559-1100
Lincoln Crossing Shopping Center	MPE, Inc.	O Fallon	IL	62269	(618) 624-7122

Salon Name	Franchisee	City	State/Province	Zip	Phone
		Oak Forest	IL	60452	(708) 535-9890
Oak Forest Commons	Hairadise, Ltd.	Oak Lawn	IL	60453	(708) 499-8030
Oak Lawn	Shear Force, LLC	Oak Park	IL	60301	(708) 445-0697
Oak Park	Clippers Ahoy #2, Inc.	Olympia Fields	IL	60461	(708) 748-0020
Olympia Fields Glenn	Hairadise, Ltd.	Orland Park	IL	60467	(708) 326-3810
Fountain Square	Kit's Cuts of Orland Park, Inc.	Orland Park	IL	60462	(708) 873-9551
Lowe's Plaza	Hanumanji, Inc.	Orland Park	IL	60543	(630) 554-5505
Oswego Commons	The Richard Lynn Company	Oswego	IL	61350	(815) 431-1809
Ottawa Center	Sister Act, Inc.	Ottawa	IL	60074	(847) 359-7510
Deer Grove Centre	OMJEE Enterprises, Inc.	Palatine	IL	60078	(847) 991-1776
Glencoe Street Center	L.A.C.E., Inc.	Palatine	IL	60463	(708) 389-0749
Indian Trails Center	Kit's Cuts of Palos Heights, Inc.	Palos Heights	IL	60464	(708) 923-0772
Shoppes @ Mill Creek	Hairadise, Ltd.	Palos Park	IL	61554	(309) 346-5700
Pekin Walmart	The Hands Group, Inc.	Pekin	IL	61614	(309) 691-2000
Metro Centre	The Hands Group, Inc.	Peoria	IL	61615	(309) 243-8600
North Peoria	The Hands Group, Inc.	Peoria	IL	61615	(309) 679-2050
Rockwood Center	The Hands Group, Inc.	Peoria	IL	61354	(815) 220-1200
Peru Marketplace	Sister Act, Inc.	Peru	IL	60544	(815) 254-5810
Brentwood Cove	CMC Service of Chicago, LLC	Plainfield	IL	60544	(815) 609-8177
Plainfield Commons	CMC Service of Chicago, LLC	Plainfield	IL	60545	(630) 552-1355
Plano	Sister Act, Inc.	Plano	IL	62305	(217) 223-7366
Prairie Trails Crossing	Modern Day Clippers, Inc.	Quincy	IL	60171	(708) 456-4991
Thatcher Woods	L.A.C.E., Inc./Polk	River Grove	IL	61068	(815) 561-3553
Rochelle Retail Center	Griswold, Inc.	Rochelle	IL	61201	(309) 786-7640
Rock Island	PB5, LLC	Rock Island	IL	61108	(815) 227-0460
Colonial Village	Griswold, Inc.	Rockford	IL	61114	(815) 654-1725
Pavilion at Riverside	Griswold, Inc.	Rockford	IL	61101	(815) 964-6544
Rivercrest Center	Griswold, Inc.	Rockford	IL	61107	(815) 399-8151
Rockford Crossings	Griswold, Inc.	Rockford	IL	60008	(847) 357-1663
Marketplace at Rolling Meadows	S&F Illinois, Inc.	Rolling Meadows	IL	60008	(847) 797-0980
Rolling Meadows Shopping Center	OM SHREE, Inc.	Rolling Meadows	IL	60446	(815) 293-3806
Carillon Court	Marbi Salons, LLC	Romeoville	IL	60446	(815) 838-1653
Shops of Romeoville	Marbi Salons, LLC	Romeoville	IL	61073	(815) 623-2828
Hilander Village Square	Griswold, Inc.	Roscoe	IL	60172	(630) 307-0063
Roselle Commons	Dora Ridolfi	Roselle	IL	60018	(847) 298-8140
Rosemont Marketplace	Bengel Group, LLC	Rosemont	IL	60073	(847) 740-5988
Shops at Round Lake	Driftwood, Inc.	Round Lake	IL	60073	(847) 740-3032
Round Lake Beach	EMP Exclusive, Inc.	Round Lake Beach	IL	60175	(630) 444-0049
Campton Square	Sister Act, Inc.	Saint Charles	IL	60174	(630) 513-0510
Main Street Commons	Red Sky At Night, Inc.	Saint Charles	IL	60194	(847) 884-0605
Scharrington Square	CMC Service of Chicago, LLC	Schaumburg	IL	60193	(847) 352-7475
Nantucket Square	CMC Service of Chicago, LLC	Schaumburg	IL	60195	(847) 781-7664
Remington Plaza	Bengal Renaissance Group, Inc.	Schaumburg	IL	60431	(815) 436-8525
Shorewood Commons	CMC Service of Chicago, LLC	Shorewood	IL	60177	(847) 214-9080
Silver Glen Crossing	DA-RAE, Inc.	South Elgin	IL	62286	(618) 443-3640
Sparta Center	MPE, Inc.	Sparta	IL	62704	(217) 726-6332
Montvale Junction	Illinois Clippers, Inc.	Springfield	IL	62702	(217) 753-5332
Sangamon	Illinois Clippers, Inc.	Springfield	IL	62704	(217) 787-8717
White Oaks Plaza	Illinois Clippers, Inc.	Springfield	IL	62704	(217) 787-8717

Salon Name	Franchisee	City	State/Province	Zip	Phone
Sterling Commons	Precision One Corporation	Sterling	IL	61081	(815) 625-3244
Streamwood Target Plaza	Wild Hair, LLC	Streamwood	IL	60107	(630) 550-5281
Sugar Grove	Sister Act, Inc.	Sugar Grove	IL	60554	(630) 466-7455
Swansea Plaza	Tonka Clippers, Inc.	Swansea	IL	62226	(618) 235-5044
Taylorville Crossing	Illinois Clippers, Inc.	Taylorville	IL	62568	(217) 824-2118
Brookside Marketplace	Hanumanji, Inc.	Tinley Park	IL	60487	(815) 464-9933
Gateway Shoppes	Illinois Clippers, Inc.	Urbana	IL	61801	(217) 328-3011
Urbana Campus	Illinois Clippers, Inc.	Urbana	IL	61801	(217) 328-2369
Vernon Hills	EMP Exclusive, Inc.	Vernon Hills	IL	60061	(847) 816-6879
Courtyard Shopping Center	Great Hair, Inc.	Villa Park	IL	60181	(630) 359-3605
North Villa Park Commons	Alpine Cuts, Inc.	Villa Park	IL	60181	(630) 834-8313
Waterloo	MPE, Inc.	Waterloo	IL	62298	(618) 939-6633
Liberty Square	L.A.C.E., Inc.	Wauconda	IL	60084	(847) 487-4177
Westbrook Commons	HOMS Enterprises, Inc.	Westchester	IL	60154	(708) 531-0440
County View Centre	CMC Service of Chicago, LLC	Wheaton	IL	60187	(630) 871-9964
Danada Square East	The Richard Lynn Company	Wheaton	IL	60189	(630) 690-2020
Wheeling Fresh Farms Plaza	L.A.C.E., Inc.	Wheeling	IL	60090	(847) 947-7220
Wood Dale	CMC Service of Chicago, LLC	Wood Dale	IL	60191	(630) 250-7207
Wood River	Modern Day Clippers, Inc.	Wood River	IL	62095	(618) 259-5400
Catalpa Commons	L.A.C.E., Inc.	Woodstock	IL	60098	(815) 337-0014
Yorkville Plaza	Sister Act, Inc.	Yorkville	IL	60560	(630) 553-4058
Location to be Determined	Adalema Enterprises, Inc/Wild Hair, LLC		IL		
Location to be Determined	AdvantEdge Clips, Inc/PRJ Enterprises, Inc		IL		
Location to be Determined	BBD Enterprises, Inc.		IL		
Location to be Determined	BrynCorp Concepts, Ltd.		IL		
Location to be Determined	BrynCorp Concepts, Ltd.		IL		
Location to be Determined	CMC Service of Chicago, LLC		IL		
Location to be Determined	CMC Service of Chicago, LLC		IL		
Location to be Determined	db Thompson, Inc.		IL		
Location to be Determined	Driftwood, Inc.		IL		
Location to be Determined	FlatTop, Inc./The Richard Lynn Company		IL		
Location to be Determined	Foulkes/The Richard Lynn Company		IL		
Location to be Determined	Frick Clips, Inc.		IL		
Location to be Determined	Hairadise, Ltd.		IL		
Location to be Determined	Illinois Clippers, Inc.		IL		
Location to be Determined	Ishanjit Sidhu		IL		
Location to be Determined	L.A.C.E., Inc.		IL		
Location to be Determined	Marbl Salons, LLC		IL		
Location to be Determined	Modern Day Clippers, Inc.		IL		
Location to be Determined	PB5, LLC		IL		
Location to be Determined	Penn/Kit's Cuts of Berwyn, Inc.		IL		
Location to be Determined	PND Enterprises, Inc./NMS Investments, Inc.		IL		
Location to be Determined	RaVe Partners LLC		IL		
Location to be Determined	Shear Force, LLC		IL		
Location to be Determined	Shear Greatness, LLC		IL		
Location to be Determined	Sister Act, Inc.		IL		
Location to be Determined	Sister Act, Inc.		IL		
Location to be Determined	The Hands Group, Inc.		IL		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	The Hands Group, Inc.		IL		
Location to be Determined	The Hands Group, Inc.		IL		
Location to be Determined	The Richard Lynn Company		IL		
Location to be Determined	The Richard Lynn Company		IL		
Location to be Determined	Vasata, LLC/Marbi Salons, LLC		IL		
Location to be Determined	Wild Hair, LLC		IL		
Applewood Centre	Future Keys, LLC	Anderson	IN	46013	(765) 642-7455
Cross Street Market Place	Future Keys, LLC	Anderson	IN	46012	(765) 649-3815
Tri-State Commons	Great Styles, Inc	Angola	IN	46703	(260) 665-6750
Auburn Shopping Center	Great Styles, Inc	Auburn	IN	46706	(260) 927-0061
Shoppes of Avon	Modern Dimensions, Inc.	Avon	IN	46123	(317) 272-0908
Kroger Center	MJ Clips, Inc.	Batesville	IN	47006	(812) 932-4555
Clear Creek Crossing	Gregory Suhr	Bloomington	IN	47401	(812) 824-3144
University Square	C. Clips Corp.	Bloomington	IN	47408	(812) 332-7776
Whitehall Crossing	C. Clips Corp.	Bloomington	IN	47404	(812) 333-4511
Inter Urban Park	Great Styles, Inc	Bluffton	IN	46714	(260) 827-0901
Brownsburg Shopping Center	Future Keys, LLC	Brownsburg	IN	46112	(317) 286-3440
Green Street Square	Future Keys, LLC	Brownsburg	IN	46112	(317) 858-9524
Heartland Village Shoppes	The Wright Cut, Inc.	Camby	IN	46113	(317) 821-1821
Merchant Square	Truth, LLC	Carmel	IN	46032	(317) 846-9020
Village Park Plaza	Future Keys, LLC	Carmel	IN	46033	(317) 581-9480
Charlestown Crossings	Venture 43, LLC	Charlestown	IN	47111	(812) 256-2265
Shops of Chesterton	db Thompson, Inc.	Chesterton	IN	46304	(219) 395-8984
Veterans Parkway	LLD, Inc.	Clarksville	IN	47129	(812) 218-9191
Town and Country Shopping Center	Great Styles, Inc	Columbia City	IN	46725	(260) 248-2795
Columbus Center	The Wright Cut II, Inc.	Columbus	IN	47203	(812) 375-9556
Eagle Creek Crossing Shopping Center	Future Keys, LLC	Connersville	IN	47331	(765) 692-0186
Old Capitol Plaza	Chap Clips, LLC	Corydon	IN	47112	(812) 738-0101
Crawfordsville Square Shopping Center	Future Keys, LLC	Crawfordsville	IN	47933	(765) 361-9037
Beacon Hill	Marbi Salons, LLC	Crown Point	IN	46307	(219) 663-0845
Sand Ridge Plaza	Clearly #1, Inc.	Dyer	IN	46311	(219) 865-2584
Goshen Village	Future Keys, LLC	Elkhart	IN	46517	(574) 875-5215
Northfield Plaza	Future Keys, LLC	Elkhart	IN	46514	(574) 266-6090
Exit 5 Plaza	C. Clips Corp.	Fishers	IN	46038	(317) 578-1790
Fishers Village Shoppes	Future Keys, LLC	Fishers	IN	46038	(317) 578-2677
North by Northeast Shopping Center	C. Clips Corp.	Fishers	IN	46038	(317) 842-5949
Towne Center at Geist	C. Clips Corp.	Fishers	IN	46038	(317) 576-0628
Windermere Shoppes	Truth, LLC	Fishers	IN	46038	(317) 598-8570
LaFollette Station	LLD, Inc.	Floyds Knobs	IN	47119	(812) 903-0595
Chapel Ridge	Great Styles, Inc	Fort Wayne	IN	46835	(260) 485-3930
Covington Plaza	Great Styles, Inc	Fort Wayne	IN	46804	(260) 436-6463
Lima Road Shopping Center	Great Styles, Inc	Fort Wayne	IN	46818	(260) 416-0606
Maplecrest Shopping Center	Great Styles, Inc	Fort Wayne	IN	46835	(260) 486-7860
North Crest Shopping Center	Great Styles, Inc	Fort Wayne	IN	46805	(260) 471-0850
North Georgetown Shopping Center	Great Styles, Inc	Fort Wayne	IN	46815	(260) 486-0565
Pine Valley Crossing	Great Styles, Inc	Fort Wayne	IN	46825	(260) 489-1999
Southtown Center	Great Styles, Inc	Fort Wayne	IN	46806	(260) 447-7173
Walmart Super Center	Future Keys, LLC	Frankfort	IN	46041	(765) 654-6930



Salon Name	Franchisee	City	State/Province	Zip	Phone
Northwood Plaza	The Wright Cut, Inc.	Franklin	IN	46131	(317) 738-9888
Orchard Crossing	Great Styles, Inc	Ft. Wayne	IN	46804	(260) 459-2679
Shorewood Shoppes	Great Styles, Inc	Ft. Wayne	IN	46804	(260) 432-6200
Goshen Commons	Future Keys, LLC	Goshen	IN	46526	(574) 534-2736
Granger Station	Future Keys, LLC	Granger	IN	46530	(574) 243-5197
Greencastle	Future Keys, LLC	Greencastle	IN	46135	(765) 655-1797
Brandywine Plaza	Future Keys, LLC	Greenfield	IN	46140	(317) 462-5210
Greensburg Commons	Future Keys, LLC	Greensburg	IN	47240	(812) 663-2102
Greendale Center	Upper Cutters I, Inc.	Greenwood	IN	46142	(317) 884-1975
Meridian Parke Plaza	Future Keys, LLC	Greenwood	IN	46142	(317) 887-9562
Stones Crossing	Future Keys, LLC	Greenwood	IN	46143	(317) 535-3755
Summerfield Center	The Wright Cut, Inc.	Greenwood	IN	46143	(317) 882-3100
Huntington	Great Styles, Inc	Huntington	IN	46750	(260) 356-4955
10th Street Station	Future Keys, LLC	Indianapolis	IN	46219	(317) 375-1242
Avalon Crossing	Modern Dimensions, Inc.	Indianapolis	IN	46220	(317) 579-0063
Beech Grove Plaza	The Wright Cut, Inc.	Indianapolis	IN	46237	(317) 784-9002
Broad Ripple	Future Keys, LLC	Indianapolis	IN	46220	(317) 255-1147
Castleton Point	Modern Dimensions, Inc.	Indianapolis	IN	46250	(317) 842-3881
Chapel Hill	Modern Dimensions, Inc.	Indianapolis	IN	46214	(317) 271-1996
County Line Crossing	The Wright Cut, Inc.	Indianapolis	IN	46237	(317) 883-2592
Fortune Park	Alternative Dimensions, Inc.	Indianapolis	IN	46268	(317) 876-8330
Geist Center	The Wright Cut II, Inc.	Indianapolis	IN	46236	(317) 823-7425
Greenwood Place	KKJ Haircuttery, Inc.	Indianapolis	IN	46227	(317) 888-1577
Harrison Center	The Wright Cut, Inc.	Indianapolis	IN	46216	(317) 541-1374
Madison Edgewood Shops	Upper Cutters I, Inc.	Indianapolis	IN	46227	(317) 784-6780
Murphy's Landing	Upper Cutters I, Inc.	Indianapolis	IN	46217	(317) 889-7066
Nora Plaza Shopping Center	Future Keys, LLC	Indianapolis	IN	46240	(317) 218-3530
Norgate Center	Upper Cutters I, Inc.	Indianapolis	IN	46240	(317) 251-5843
North Willow Commons	Alternative Dimensions, Inc.	Indianapolis	IN	46260	(317) 269-7294
Raceway Commons	Modern Dimensions, Inc.	Indianapolis	IN	46231	(317) 209-9090
South Keystone	The Wright Cut, Inc.	Indianapolis	IN	46227	(317) 781-8496
Sunnyside Shops	The Wright Cut, Inc.	Indianapolis	IN	46236	(317) 823-1169
Traders Point	Upper Cutters I, Inc.	Indianapolis	IN	46278	(317) 337-1256
Village at Eagle Creek	Upper Cutters I, Inc.	Indianapolis	IN	46254	(317) 291-8355
Washington Shoppes	Future Keys, LLC	Indianapolis	IN	46229	(317) 899-5552
Meijers Center	RMR, Inc.	Jeffersonville	IN	47130	(812) 285-1222
Publix Village Square	Great Styles, Inc	Kendallville	IN	46755	(260) 349-1594
Dixon Square	Alternative Dimensions, Inc.	Kokomo	IN	46901	(765) 457-2446
Southway Plaza	Alternative Dimensions, Inc.	Kokomo	IN	46902	(765) 864-0183
Beck Plaza	Future Keys, LLC	Lafayette	IN	47909	(765) 477-9925
Concord Plaza	Future Keys, LLC	Lafayette	IN	47909	(765) 474-0142
Lafayette Marketplace	Future Keys, LLC	Lafayette	IN	47905	(765) 449-7047
Shoppes at Tanners Creek	MJ Clips, Inc.	Lawrenceburg	IN	47025	(812) 539-4222
Village North Shopping Center	Future Keys, LLC	Lebanon	IN	46052	(765) 482-9416
Cass County Commons	Future Keys, LLC	Logansport	IN	46947	(574) 516-1658
Marion Crossing Shopping Center	Future Keys, LLC	Marion	IN	46953	(765) 662-1520
Artesian Square	The Wright Cut II, Inc.	Martinsville	IN	46151	(765) 349-6355
Century Plaza	Clearly #1, Inc.	Merrillville	IN	46410	(219) 736-8331

Salon Name	Franchisee	City	State/Province	Zip	Phone
Shoppes at Michigan City	db Thompson, Inc.	Michigan City	IN	46360	(219) 879-8860
Bittersweet Plaza	Future Keys, LLC	Mishawaka	IN	46544	(574) 256-9866
Main Street Marketplace	Future Keys, LLC	Mishawaka	IN	46545	(574) 271-8470
Merrifield Plaza	Future Keys, LLC	Mishawaka	IN	46544	(574) 252-4436
Mooreville Town Center	KKJ Haircuttery, Inc.	Mooreville	IN	46158	(317) 831-1470
McWheel Square	C. Clips Corp.	Muncie	IN	47304	(765) 284-7142
River Plaza	C. Clips Corp.	Muncie	IN	47304	(765) 282-3266
Calumet Center	Hanumanji, Inc.	Munster	IN	46321	(219) 513-9088
Brooke Point	LLD, Inc.	New Albany	IN	47150	(812) 949-2037
Grant Line Road	LLD, Inc.	New Albany	IN	47150	(812) 941-9191
Matthews Center	LLD, Inc.	New Albany	IN	47150	(812) 944-6091
Trojan Plaza	Future Keys, LLC	New Castle	IN	47362	(765) 521-8549
Meadowbrook Shopping Center	Great Styles, Inc	New Haven	IN	46774	(260) 493-0686
Hamilton Town Center	Upper Cutters I, Inc.	Noblesville	IN	46060	(317) 774-9468
Noblewest Shoppes	Upper Cutters I, Inc.	Noblesville	IN	46062	(317) 816-0384
River Place Centre	Future Keys, LLC	Noblesville	IN	46060	(317) 776-8860
Town and Country	C. Clips Corp.	Noblesville	IN	46060	(317) 773-4606
Marsh Plaza	Future Keys, LLC	Pendleton	IN	46064	(765) 778-1609
Party City	Future Keys, LLC	Plainfield	IN	46168	(317) 838-0273
Saratoga Shops	The Wright Cut, Inc.	Plainfield	IN	46168	(317) 838-9811
Plymouth Centre	Future Keys, LLC	Plymouth	IN	46563	(574) 935-5255
Augusta Center	db Thompson, Inc.	Portage	IN	46368	(219) 762-0808
Portland Commons	Great Styles, Inc	Portland	IN	47371	(260) 766-4394
Richmond Village	R.L.O., Inc.	Richmond	IN	47374	(765) 939-9574
Rochester Place	Future Keys, LLC	Rochester	IN	46975	(574) 223-2547
Ravenwood Square	Marbl Salons, LLC	Saint John	IN	46373	(219) 365-6830
Main Street Commons	Clearly #1, Inc.	Schererville	IN	46375	(219) 322-9918
Kroger Plaza	The Wright Cut, Inc.	Shelbyville	IN	46176	(317) 398-7512
Shelbyville Shopping Center	The Wright Cut, Inc.	Shelbyville	IN	46176	(317) 421-1691
Clocktower Lane	Future Keys, LLC	South Bend	IN	46628	(574) 243-7600
Erskine Village	Future Keys, LLC	South Bend	IN	46614	(574) 299-9179
Ironwood	Future Keys, LLC	South Bend	IN	46635	(574) 271-6058
Southport Pavillion	The Wright Cut, Inc.	Southport	IN	46237	(317) 883-4590
Speedway Supercenter	Future Keys, LLC	Speedway	IN	46224	(317) 481-1707
Valparaiso Market Place	db Thompson, Inc.	Valparaiso	IN	46383	(219) 462-4048
Wabash Village	Great Styles, Inc	Wabash	IN	46992	(260) 569-0033
Great Clips at Warsaw	Future Keys, LLC	Warsaw	IN	46582	(574) 269-5425
Woodland Plaza Shopping Center	Future Keys, LLC	Warsaw	IN	46580	(574) 376-4093
Wabash Landing	Future Keys, LLC	West Lafayette	IN	47906	(765) 743-7534
Spring Mill Commons	Alternative Dimensions, Inc.	Westfield	IN	46074	(317) 867-0575
Westfield Marketplace	Alternative Dimensions, Inc.	Westfield	IN	46074	(317) 896-5015
Marketplace at Anson	Future Keys, LLC	Zionsville	IN	46077	(317) 344-0902
Location to be Determined	Alternative Dimensions, Inc.		IN		
Location to be Determined	C. Clips Corp.		IN		
Location to be Determined	C. Clips Corp.		IN		
Location to be Determined	Future Keys, LLC		IN		
Location to be Determined	Future Keys, LLC		IN		
Location to be Determined	Future Keys, LLC		IN		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Future Keys, LLC		IN		
Location to be Determined	George Adams & Son Enterprises, Inc./Future Keys, LLC		IN		
Location to be Determined	Shear Force Enterprises, Inc.		IN		
Location to be Determined	Shear Force Enterprises, Inc.		IN		
Location to be Determined	Shear Force Enterprises, Inc.		IN		
Location to be Determined	Shear Force Enterprises, Inc.		IN		
Location to be Determined	Shear Force Enterprises, Inc.		IN		
Location to be Determined	Smart Ventures, Inc./The Wright Cut, Inc.		IN		
Location to be Determined	Smart Ventures, Inc./The Wright Cut, Inc.		IN		
Location to be Determined	Smart Ventures, Inc./The Wright Cut, Inc.		IN		
Location to be Determined	Smart Ventures, Inc./The Wright Cut, Inc.		IN		
Location to be Determined	The Wright Cut, Inc.		IN		
Location to be Determined	The Wright Cut, Inc.		IN		
Location to be Determined	Upper Cutters I, Inc.		IN		
Location to be Determined	Upper Cutters I, Inc.		IN		
Bel Pointe Plaza	Shear Energy, Inc.	Bel Aire	KS	67220	(316) 684-5252
Derby Marketplace	Connect, Inc.	Derby	KS	67037	(316) 788-4314
Emporia Center	T&M Enterprise, Inc.	Emporia	KS	66801	(620) 340-0880
Santa Fe Shops	Kansas City Clippers, Inc.	Gardner	KS	66030	(913) 884-8228
Hutchinson Trade Center	Shear Energy, Inc.	Hutchinson	KS	67501	(620) 259-8989
Junction City Center	T&M Enterprise, Inc.	Junction City	KS	66441	(785) 579-6170
Plaza at the Speedway	Kansas City Clippers, Inc.	Kansas City	KS	66109	(913) 788-7888
6th and Minnesota	Carpe Diem, Inc.	Lawrence	KS	66044	(785) 832-2424
Bauer Farm	Carpe Diem, Inc.	Lawrence	KS	66049	(785) 312-9310
Parkway Center	Carpe Diem, Inc.	Lawrence	KS	66047	(785) 841-2233
Eisenhower Crossing	Carpe Diem, Inc.	Leavenworth	KS	66048	(913) 727-1917
Camelot Court	Carpe Diem, Inc.	Leawood	KS	66209	(913) 428-7771
Hen House Marketplace	IRIS Corporation	Lenexa	KS	66215	(913) 888-7447
Marketplace Center	IRIS Corporation	Lenexa	KS	66210	(913) 339-9590
Commons Place	T&M Enterprise, Inc.	Manhattan	KS	66503	(785) 539-8998
Wildcat Plaza	T&M Enterprise, Inc.	Manhattan	KS	66502	(785) 537-8282
Merriam Town Center	Fangman Enterprises, Inc.	Merriam	KS	66202	(913) 722-2900
119th Plaza	ZS Corporation	Olathe	KS	66062	(913) 780-2100
Alden Center	Carpe Diem, Inc.	Olathe	KS	66062	(913) 393-1711
Ball's Price Chopper	Carpe Diem, Inc.	Olathe	KS	66062	(913) 390-0088
K-7 Santa Fe	Kansas City Clippers, Inc.	Olathe	KS	66061	(913) 393-4444
Olathe Landing	IRIS Corporation	Olathe	KS	66062	(913) 780-2016
135th and Quivira	IRIS Corporation	Overland Park	KS	66213	(913) 851-7070
151st and Antioch	Kansas City Clippers, Inc.	Overland Park	KS	66223	(913) 814-8778
75th and Metcalf	Kansas City Clippers, Inc.	Overland Park	KS	66204	(913) 384-4141
Antioch Center	Kansas City Clippers, Inc.	Overland Park	KS	66221	(913) 851-8778
Cherokee Plaza	M. Khan, Inc.	Overland Park	KS	66212	(913) 642-1515
Quivira 95 Plaza	ZS Corporation	Overland Park	KS	66214	(913) 888-3400
Regency Park	M. Khan, Inc.	Overland Park	KS	66212	(913) 642-1111
Windsor Square	Carpe Diem, Inc.	Overland Park	KS	66213	(913) 338-2580
Park Plaza	Carpe Diem, Inc.	Paola	KS	66071	(913) 294-1900
HyVee Shopping Center	Gunasai, Inc.	Prairie Village	KS	66208	(913) 383-8900

Salon Name	Franchisee	City	State/Province	Zip	Phone
Roeland Park Shops	ZS Corporation	Roeland Park	KS	66205	(913) 677-5012
The Shops at Meadow Pointe	Great Day Salons, LLC	Salina	KS	67401	(785) 404-6987
Quivira 63	Midland Clipper, LLC	Shawnee	KS	66216	(913) 962-7070
Shawnee Crossings	Fangman Enterprises, Inc.	Shawnee	KS	66226	(913) 422-5445
Shawnee West Shops	IRIS Corporation	Shawnee	KS	66217	(913) 962-8400
Tomahawk Center	IRIS Corporation	Shawnee	KS	66203	(913) 268-7262
Hy-Vee Shopping Center	T&M Enterprise, Inc.	Topeka	KS	66614	(785) 228-1320
Wanamaker North	T&M Enterprise, Inc.	Topeka	KS	66604	(785) 861-7075
Auburn Pointe	Shear Energy, Inc.	Wichita	KS	67235	(316) 260-9510
New Market Square	Connect, Inc.	Wichita	KS	67205	(316) 773-2366
One Kellogg Place	On Enterprises, Inc.	Wichita	KS	67207	(316) 681-1667
Tallgrass Shopping Center	Shear Energy, Inc.	Wichita	KS	67226	(316) 558-5996
Location to be Determined	Carpe Diem, Inc.		KS		
Location to be Determined	Great Day Salons, LLC		KS		
Location to be Determined	Hoffmann Enterprises, Inc.		KS		
Location to be Determined	Nadia Qalbani		KS		
Location to be Determined	On Enterprises, Inc.		KS		
Location to be Determined	Shear Energy, Inc.		KS		
Melody Mountain	Mountainview Cutters, LLC	Ashland	KY	41101	(606) 831-2817
Berea Shopping Center	James Kelley & Associates, Inc.	Berea	KY	40403	(859) 986-3121
Barnes and Noble Center	Illumine, LLC	Bowling Green	KY	42104	(270) 846-2001
Buckhead Square	Illumine, LLC	Bowling Green	KY	42104	(270) 846-3302
Greenwood Square	Illumine, LLC	Bowling Green	KY	42104	(270) 393-0058
Shoppes of Burlington	Shear Force Enterprises, Inc.	Burlington	KY	41005	(859) 586-2547
Green River Plaza	Sanden, Inc.	Campbellsville	KY	42718	(270) 465-5056
Cold Spring Crossing	Shear Force Enterprises, Inc.	Cold Spring	KY	41076	(859) 442-9300
County Square Shopping Center	MJ Clips, Inc.	Cold Spring	KY	41076	(859) 441-0100
Trademart Shopping Center	H.H. Holdings Corp.	Corbin	KY	40701	(606) 526-9255
Buttermilk Crossing	MJ Clips, Inc.	Crescent Springs	KY	41017	(859) 578-9278
Crestwood Crossing	Chap Clips, LLC	Crestwood	KY	40014	(502) 243-4366
Danville in the Kroger Center	James Kelley & Associates, Inc.	Danville	KY	40422	(859) 236-0234
Dry Ridge Commons	Shear Force Enterprises, Inc.	Dry Ridge	KY	41035	(859) 823-0052
Dolphin Hills	Sanden, Inc.	Elizabethtown	KY	42701	(270) 765-5166
Mall Park Center	Sanden, Inc.	Elizabethtown	KY	42701	(270) 735-1414
Silverlake Center	Shear Force Enterprises, Inc.	Erlanger	KY	41018	(859) 344-1550
Mall Road Shoppes	Shear Force Enterprises, Inc.	Florence	KY	41042	(859) 647-2000
Mount Zion Crossing	MJ Clips, Inc.	Florence	KY	41042	(859) 746-2547
Remke Markets	Shear Force Enterprises, Inc.	Florence	KY	41042	(859) 647-2547
Brighton Park	James Kelley & Associates, Inc.	Frankfort	KY	40601	(502) 848-4206
Poplar Creek Plaza	H.H. Holdings Corp.	Frankfort	KY	40601	(502) 226-4100
Ft. Wright Valley View Shoppes	Shear Winds, Inc.	Ft Wright	KY	41017	(859) 344-6222
Cherry Blossom Shopping Center	GLN Corp.	Georgetown	KY	40324	(502) 867-0737
Marketplace Circle Plaza	Sanden, Inc.	Georgetown	KY	40324	(502) 570-0700
Glasgow	Illumine, LLC	Glasgow	KY	42141	(270) 678-1860
The Shoppes at Worldwide Park	Shear Force Enterprises, Inc.	Hebron	KY	41048	(859) 689-4247
All American Mall	Blue Ridge Development Partners, LLC	Hopkinsville	KY	42240	(270) 885-1606
Independence Cherokee Plaza	MJ Clips, Inc.	Independence	KY	41051	(859) 363-1500
La Grange Kroger Center	Zip Clips, Inc.	La Grange	KY	40031	(502) 225-9800

Salon Name	Franchisee	City	State/Province	Zip	Phone
Beaumont Village Centre	Samally's, Inc.	Lexington	KY	40513	(859) 219-9391
Great Clips at Chevy Chase	Samally's, Inc.	Lexington	KY	40502	(859) 335-8500
Hamburg Pavilion	GLN Corp.	Lexington	KY	40509	(859) 543-2547
Hartland Kroger Center	Samally's, Inc.	Lexington	KY	40515	(859) 271-9254
Locust Hill	James Kelley & Associates, Inc.	Lexington	KY	40509	(859) 269-2807
Park Hills Shopping Center	James Kelley & Associates, Inc.	Lexington	KY	40517	(859) 245-5660
Regency Centre	GLN Corp.	Lexington	KY	40503	(859) 278-9604
Tiverton Crossing	Samally's, Inc.	Lexington	KY	40503	(859) 245-7277
London	James Kelley & Associates, Inc.	London	KY	40741	(606) 862-1400
Lone Oak	The Mane Group, Inc.	Lone Oak	KY	42003	(270) 554-2442
Bashford Manor Shops	Riav Ventures, LLC	Louisville	KY	40218	(502) 479-3334
Baxter Center	Zip Clips, Inc.	Louisville	KY	40206	(502) 584-2547
Brownsboro Point	Chap Clips, LLC	Louisville	KY	40207	(502) 897-5688
Cedar Springs	Sanden, Inc.	Louisville	KY	40291	(502) 762-9990
Dixie Manor Lowes Center	Venture 43, LLC	Louisville	KY	40258	(502) 995-5494
Festival Shopping Center	Zip Clips, Inc.	Louisville	KY	40219	(502) 964-2547
Hurstbourne Meijer's Center	Sanden, Inc.	Louisville	KY	40299	(502) 493-9552
Middletown Station	Zip Clips, Inc.	Louisville	KY	40243	(502) 244-2080
New Cut Market Center	Sanden, Inc.	Louisville	KY	40214	(502) 380-1611
Shelbyville Road Plaza	SUBRA, LLC	Louisville	KY	40207	(502) 618-2272
Southgate Shopping Center	Sanden, Inc.	Louisville	KY	40229	(502) 968-0888
Springhurst Towne Center	Sanden, Inc.	Louisville	KY	40241	(502) 326-5500
Springs Station	SUBRA, LLC	Louisville	KY	40205	(502) 897-2226
Stonefield Square	Sanden, Inc.	Louisville	KY	40223	(502) 244-1454
Stoney Brook Center	Zip Clips, Inc.	Louisville	KY	40299	(502) 491-8040
Town Fair Center	Zip Clips, Inc.	Louisville	KY	40220	(502) 493-7009
Vantage Pointe	Sanden, Inc.	Louisville	KY	40299	(502) 261-0001
Villages of Audubon	SUBRA, LLC	Louisville	KY	40217	(502) 409-9229
Shoppes of Maysville	Shear Force Enterprises, Inc.	Maysville	KY	41056	(606) 759-0100
Morehead Kroger Center	Samally's, Inc.	Morehead	KY	40351	(606) 784-4445
Mount Sterling	GLN Corp.	Mount Sterling	KY	40353	(859) 499-0063
Oakbrooke Centre	Zip Clips, Inc.	Mt Washington	KY	40047	(502) 538-2299
Newport Plaza	Shear Force Enterprises, Inc.	Newport	KY	41071	(859) 491-5011
Bellerive Kroger Plaza	Samally's, Inc.	Nicholasville	KY	40356	(859) 219-9570
Brannon Crossing	Samally's, Inc.	Nicholasville	KY	40356	(859) 971-0456
Kimberly Square	Samally's, Inc.	Nicholasville	KY	40356	(859) 887-9771
Orchard Shopping Center	Samally's, Inc.	Nicholasville	KY	40356	(859) 887-1055
Woodlands Plaza	Shear Force Enterprises, Inc.	Owensboro	KY	42303	(270) 240-4655
Paducah North	The Mane Group, Inc.	Paducah	KY	42001	(270) 538-5333
Paducah South	The Mane Group, Inc.	Paducah	KY	42003	(270) 575-9893
Prospect Village	SUBRA, LLC	Prospect	KY	40059	(502) 228-4288
Radcliff Shopping Center	Sanden, Inc.	Radcliff	KY	40160	(270) 351-9775
Richmond	James Kelley & Associates, Inc.	Richmond	KY	40475	(859) 624-2000
Richmond Centre	James Kelley & Associates, Inc.	Richmond	KY	40475	(859) 625-9000
High Point Station	Zip Clips, Inc.	Shelbyville	KY	40065	(502) 633-9741
Shepherd's Crossing	Sanden, Inc.	Shepherdsville	KY	40165	(502) 543-1819
Grand Central Place	James Kelley & Associates, Inc.	Somersset	KY	42501	(606) 451-0026
Union Station	MJ Clips, Inc.	Union	KY	41091	(859) 384-2300

Salon Name	Franchisee	City	State/Province	Zip	Phone
Versailles	James Kelley & Associates, Inc.	Versailles	KY	40383	(859) 879-9222
Kroger Plaza	GLN Corp.	Winchester	KY	40391	(859) 737-2547
Location to be Determined	Chap Clips, LLC		KY		
Location to be Determined	GLN Corp.		KY		
Location to be Determined	GLN Corp.		KY		
Location to be Determined	GLN Corp.		KY		
Location to be Determined	James Kelley & Associates, Inc.		KY		
Location to be Determined	James Kelley & Associates, Inc.		KY		
Location to be Determined	James Kelley & Associates, Inc.		KY		
Location to be Determined	James Kelley & Associates, Inc.		KY		
Location to be Determined	LLD, Inc.		KY		
Location to be Determined	LLD, Inc.		KY		
Location to be Determined	Riav Ventures, LLC		KY		
Location to be Determined	Riav Ventures, LLC		KY		
Location to be Determined	Samally's, Inc.		KY		
Location to be Determined	Samally's, Inc.		KY		
Location to be Determined	Sanden, Inc.		KY		
Location to be Determined	Shami/The Wright Cut, Inc.		KY		
Location to be Determined	SUBRA, LLC		KY		
Location to be Determined	SUBRA, LLC		KY		
Location to be Determined	Venture 43, LLC		KY		
Location to be Determined	Wright Clips, LLC		KY		
Location to be Determined	Zip Clips, Inc.		KY		
Great Road Shopping Center	Kamalam, LLC	Bedford	MA	01730	(781) 538-5450
Billerica Shopping Center	Nirami, LLC	Billerica	MA	01821	(978) 362-3589
Shops at Prudential Center	T&J Noury Enterprises, LLC	Boston	MA	02199	(857) 239-9431
Drum Hill Plaza	T&J Noury Enterprises, LLC	Chelmsford	MA	01824	(978) 455-9964
Chicopee Crossing	Thayanithy LLC	Chicopee	MA	01020	(413) 592-2000
Timpany Plaza	VDG Salons, LLC	Gardner	MA	01440	(978) 632-2300
Gloucester Crossing	Nixel Enterprises, Inc.	Gloucester	MA	01930	(978) 381-4974
Hanover Commons	Great Clips, Inc.	Hanover	MA	02339	(781) 924-1546
Holyoke Mall Crossing	Valley Clippers LLC	Holyoke	MA	01040	(413) 315-5330
Washington Square Plaza	Watel Enterprises LLC	Hudson	MA	01749	(978) 310-7729
Orchard Hill Park	B&A Business Development, Inc.	Leominster	MA	01453	(978) 514-8880
Big Y Plaza	Nirami, LLC	Ludlow	MA	01056	(413) 610-0888
Stop & Shop Plaza	Suneel Reddy	Mansfield	MA	02048	(774) 719-2203
Marlborough Plaza	VDG Salons, LLC	Marlborough	MA	01752	(508) 486-0007
Great Plain Avenue	Tarang Gosalia	Needham	MA	02492	(781) 400-1365
Riverside Landing	New England Clips Inc.	New Bedford	MA	02746	(774) 206-6930
North River Plaza	Watel Enterprises LLC	Pembroke	MA	02359	(781) 924-5050
Pembroke Center Plaza	Watel Enterprises LLC	Pembroke	MA	02359	(339) 244-4659
Plainville Crossing Shopping Center	Tarang Gosalia	Plainville	MA	02762	(508) 316-1767
White City Shopping Center	Tarang Gosalia	Shrewsbury	MA	01545	(508) 425-3649
Speedway Plaza	VDG Salons, LLC	Westborough	MA	01581	(508) 616-0007
Comerstone Square	B&A Business Development, Inc.	Westford	MA	01886	(978) 392-8880
Lincoln Plaza	VDG Salons, LLC	Worcester	MA	01605	(508) 853-0007
Location to be Determined	180 Taylor, LLC/B&A Business Development, Inc		MA		
Location to be Determined	Azor Enterprises, LLC		MA		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	B&A Business Development, Inc.		MA		
Location to be Determined	Coelho/VDG Salons, LLC		MA		
Location to be Determined	David Stockbower		MA		
Location to be Determined	Derek Poirier		MA		
Location to be Determined	Hayes Enterprises, LLC		MA		
Location to be Determined	Lang Clips Corp.		MA		
Location to be Determined	Maresh Patel		MA		
Location to be Determined	Mark Cornelius		MA		
Location to be Determined	Maya Enterprises, LLC		MA		
Location to be Determined	New England Clips Inc.		MA		
Location to be Determined	O'Rourke Clips, LLC		MA		
Location to be Determined	Peter Atwood, Jr.		MA		
Location to be Determined	Sabana Salons, LLC		MA		
Location to be Determined	Second Act, Inc.		MA		
Location to be Determined	Second Act, Inc.		MA		
Location to be Determined	Second Act, Inc.		MA		
Location to be Determined	Sreeji Salons, LLC		MA		
Location to be Determined	Steven Missaggia		MA		
Location to be Determined	Stirling Brig Clips, LLC		MA		
Location to be Determined	Thayanithy LLC		MA		
Location to be Determined	True North Clippers, Inc.		MA		
Location to be Determined	Watel Enterprises LLC		MA		
Location to be Determined	Williamson/Azor Enterprises, LLC		MA		
Location to be Determined	Meissner Holdings, LLC	Aberdeen	MD	21001	(410) 272-0500
Beards Hill Plaza	BGX1 Corp.	Annapolis	MD	21403	(443) 837-6079
Bay Forest Center	Clipper Ship Salons, Inc.	Arnold	MD	21012	(410) 757-7447
College Parkway Center	Michael Ward	Baltimore	MD	21209	(410) 484-1173
Quarry Lake	RR and SR, Inc.	Baltimore	MD	21230	(410) 528-1414
Southside Marketplace	Meissner Holdings, LLC	Bel Air	MD	21014	(410) 836-9230
Amyclae Business Center	Meissner Holdings, LLC	Bel Air	MD	21015	(410) 734-0840
Campus Hill	CYB, Inc.	Bel Air	MD	21014	(410) 638-8840
Tollgate Marketplace	Maryland Clips, Inc.	Dundalk	MD	21222	(410) 288-1038
Lynch Manor Shopping Center	Clipper Ship Salons, Inc.	Easton	MD	21601	(410) 770-4555
Tred Avon Square	Mildred Filos	Elkridge	MD	21075	(410) 379-1380
Lyndwood Square	Meissner Holdings, LLC	Elkton	MD	21921	(410) 620-3090
Delancy Plaza	Maryland Clips, Inc.	Ellicott City	MD	21042	(410) 997-0009
Dorsey's Search Village	Maryland Clips, Inc.	Essex	MD	21221	(410) 391-4500
Waterview Town Center	Meissner Holdings, LLC	Forest Hill	MD	21050	(410) 836-8811
Bel Air Village North	Maryland Clips, Inc.	Glen Burnie	MD	21061	(410) 595-5240
Burwood Village	Maryland Clips, Inc.	Glen Burnie	MD	21061	(410) 760-5550
Centre at Glen Burnie	Maryland Clips, Inc.	Glen Burnie	MD	21060	(410) 768-1885
Southdale Shopping Center	RR and SR, Inc.	Halethorpe	MD	21227	(410) 501-3058
Lansdowne Station	American Salons, LLC	La Plata	MD	20646	(301) 392-5088
La Plata Plaza	DIPPA CUTS, Inc.	Lusby	MD	20657	(410) 394-0101
Lusby Commons	Michael Ward	Mount Airy	MD	21771	(301) 829-3940
Mount Airy Shopping Center	H & J Clips, LLC	North East	MD	21901	(410) 656-6002
Northeast Plaza	Clipper Ship Salons, Inc.	Odenton	MD	21113	(410) 695-1700
Piney Orchard Marketplace	CYB, Inc.	Pasadena	MD	21122	(410) 439-2445
Pine Grove Village					

Salon Name	Franchisee	City	State/Province	Zip	Phone
Honeygo Center	Maryland Clips, Inc.	Perry Hall	MD	21236	(410) 248-2999
Perry Hall Marketplace	Maryland Clips, Inc.	Perry Hall	MD	21236	(410) 248-2500
Walther Center	Maryland Clips, Inc.	Perry Hall	MD	21236	(410) 663-9963
Perryville Station	Meissner Holdings, LLC	Perryville	MD	21903	(410) 642-2525
Centre at Golden Ring	RR and SR, Inc.	Rosedale	MD	21237	(410) 686-6392
Salisbury Promenade	Pinebridge GC 1 LLC	Salisbury	MD	21801	(443) 736-4573
The Shops at Quarterfield	Clipper Ship Salons, Inc.	Severn	MD	21144	(410) 969-1500
Padonia Village	Marjo, Inc.	Timonium	MD	21093	(410) 683-1119
Cranberry Square	Michael Ward	Westminster	MD	21157	(410) 751-5549
Waverly Woods	CYB, Inc.	Woodstock	MD	21163	(410) 988-5247
Location to be Determined	Jon Axelsson		MD		
Location to be Determined	Maryland Clips, Inc.		MD		
Location to be Determined	Michael Ward		MD		
East Pointe Plaza	East West Cutters, Inc.	Adrian	MI	49221	(517) 266-8494
Fairlane Green	Azaad, LLC	Allen Park	MI	48101	(313) 271-9825
Allendale Crossings	JAR/JLR Enterprises, Inc	Allendale	MI	49401	(616) 892-2403
Ann Arbor - Saline Meijer	Michigan Clippers III, Inc	Ann Arbor	MI	48103	(734) 761-3500
Maple Village	Asquare Holdings, Inc.	Ann Arbor	MI	48103	(734) 997-9190
Plymouth Road Plaza	VMS Management, LLC	Ann Arbor	MI	48105	(734) 994-7328
Stadium & Packard	Seabird AA, Inc.	Ann Arbor	MI	48104	(734) 622-8202
Auburn Hills	Pankaj Dhingra	Auburn Hills	MI	48326	(248) 391-4440
Harper Village	Cookeze Clips, Inc.	Battle Creek	MI	49014	(269) 979-2355
Wilder Plaza	Neel Oza	Bay City	MI	48706	(989) 671-9629
Fair Plain Plaza	Future Keys, LLC	Benton Harbor	MI	49022	(269) 925-6503
The Corners	Style N Smile No. 3, LLC	Beverly Hills	MI	48025	(248) 593-9020
1st Birmingham	AMJAY Corp.	Birmingham	MI	48009	(248) 593-9099
Bloomfield Town Square	Style N Smile No. 6, LLC	Bloomfield Hills	MI	48302	(248) 451-1541
Brighton Towne Square	WNW Incorporated	Brighton	MI	48116	(810) 225-7520
The Courtyard	Stick Enterprises, LLC	Burton	MI	48509	(810) 744-1560
Gaines Marketplace	Windy Hills Partners, LLC	Caledonia	MI	49316	(616) 554-1920
Villager	CUT, BLO, GO, LLC	Caledonia	MI	49316	(616) 891-8191
Canton Meijer	Michigan Clippers II, Inc	Canton	MI	48187	(734) 981-7775
Canton Premier Center	Sanra, Inc.	Canton	MI	48188	(734) 495-9446
Cherry Hill and Lilley Rd	Michigan Clippers, Inc.	Canton	MI	48188	(734) 844-7803
Essco Square Centerline	Daisy Doo's, LLC	Centerline	MI	48015	(586) 619-9357
Charlotte Walmart	Shear Precision, LLC	Charlotte	MI	48813	(517) 541-2400
Chesterfield Commons	Daryl Jamison	Chesterfield	MI	48047	(586) 716-9433
Gratiot Crossings	Hallwood Group, LLC	Chesterfield	MI	48051	(586) 949-8100
Independence Square	Clean Cut of Detroit, Inc.	Clarkston	MI	48346	(248) 625-4802
Springfield Town Square	Pankaj Dhingra	Clarkston	MI	48348	(248) 625-0023
Clawson Plaza	Azaad, LLC	Clawson	MI	48017	(248) 288-4247
Clinton Township	Hallwood Group, LLC	Clinton Township	MI	48036	(586) 468-9833
Imperial Plaza	Zelco, LLC	Clinton Township	MI	48038	(586) 416-2887
Great Clips Clio	MMK Holdings, Inc.	Clio	MI	48420	(810) 640-7056
Chicago Center	ANL Management, LLC	Coldwater	MI	49036	(517) 278-3040
Commerce Marketplace	Seabird CW, Inc.	Commerce Township	MI	48390	(248) 668-3990
Shops at Commerce	Sanra II, Inc.	Commerce Township	MI	48382	(248) 363-7361
Yorktown Plaza	3S, LLC	Comstock Park	MI	49321	(616) 647-0315



Salon Name	Franchisee	City	State/Province	Zip	Phone
Davison Kroger Center	Michcolo Connection, LLC	Davison	MI	48423	(810) 654-2909
Garrison Place	Cian MacSweeney Holdings, LLC	Dearborn	MI	48124	(313) 278-9400
Crossroads Center	MacSweeney, Inc.	DeWitt	MI	48820	(517) 668-6793
Dexter Plaza	VMS Management, LLC	Dexter	MI	48130	(734) 426-6466
East Oak Square	PVW Midwest Cutter, LLC	East Lansing	MI	48823	(517) 333-8440
M.A.C. Ave	Shear Precision, LLC	East Lansing	MI	48823	(517) 897-1499
Farmington Crossroads	Seabird AA, Inc.	Farmington	MI	48336	(248) 426-0500
Halsted Village	MCD Enterprises 2, LLC	Farmington Hills	MI	48331	(248) 324-2070
Merchants Marketplace	Zelco 2, LLC	Farmington Hills	MI	48334	(248) 474-4247
Silver Lake Village	VMS Management, LLC	Farmington Hills	MI	48430	(810) 714-7328
Ferndale Plaza	Zelco 2, LLC	Fenton	MI	48220	(248) 548-2887
Corunna Marketplace	Yongping Guo	Ferndale	MI	48532	(810) 230-1818
Hill Plaza	BAW Enterprises, LLC	Flint	MI	48507	(810) 234-0246
Bueche Plaza	Yongping Guo	Flint	MI	48433	(810) 487-2119
Port City Plaza	Hallwood Group, LLC	Flushing	MI	48059	(810) 385-8300
Fraser Meijers	Just Hair II, LLC.	Fort Gratiot	MI	48026	(586) 294-3800
Perry Road	BAW Enterprises, LLC	Fraser	MI	48439	(810) 694-5550
Grand Haven Meijer	Windy Hills Partners, LLC	Grand Blanc	MI	49417	(616) 842-5477
Grand Ledge	MacSweeney, Inc.	Grand Haven	MI	48837	(517) 627-6838
Forest Hills Center	Leanne Ash	Grand Ledge	MI	49546	(616) 957-1648
Knapps Corner Shops	SonRise Clippers, LLC	Grand Rapids	MI	49525	(616) 365-9005
Meijers-Cascade Store	3S, LLC	Grand Rapids	MI	49512	(616) 464-4427
Waterford Center	SonRise Clippers, LLC	Grand Rapids	MI	49525	(616) 988-1020
Woodpointe Crossing	SonRise Clippers, LLC	Grand Rapids	MI	49546	(616) 285-6445
Bucktown Shopping Center	Leanne Ash	Grand Rapids	MI	49418	(616) 261-4601
Hathaway Circle	Thomas Huizinga	Grandville	MI	48838	(616) 225-2332
Kercheval Place	Style N Smile No. 10, LLC	Greenville	MI	48230	(313) 647-9000
Mariners Point SC	Style N Smile No. 8, LLC	Grosse Pointe	MI	48045	(586) 465-6200
Hartland	Sanra III, Inc.	Harrison Township	MI	48353	(810) 632-6322
CVS Hazel Park	Daisy Doo's, LLC	Hartland	MI	48030	(248) 546-7670
Rose Park Plaza	Leanne Ash	Hazel Park	MI	49424	(616) 399-9912
South Washington Square	Leanne Ash	Holland	MI	49423	(616) 394-3050
Country Corners	WNW Incorporated	Holland	MI	48843	(517) 552-5253
Crossroads Town Center	WNW Incorporated	Howell	MI	48843	(517) 552-0825
Plaza 32	Karen Keller	Howell	MI	49426	(616) 669-1299
Imlay City Plaza	The Ascension Group, LLC/Jamison	Hudsonville	MI	48444	(810) 721-1100
Market Square Plaza	SonRise Clippers, LLC	Imlay City	MI	48846	(616) 522-9830
Jackson Plaza	Shear Precision, LLC	Ionia	MI	48846	(616) 522-9830
Cottonwood Express	Karen Keller	Jackson	MI	49202	(517) 262-9610
Gull Road Mall	Cookeze Clips, Inc.	Jenison	MI	49428	(616) 667-9050
Stadium Dr.	Cookeze Clips, Inc.	Kalamazoo	MI	49048	(269) 276-9720
Westmain and Drake	Cookeze Clips, Inc.	Kalamazoo	MI	49008	(269) 488-8632
Breton and 44th	SonRise Clippers, LLC	Kalamazoo	MI	49009	(269) 388-4441
Orion Township	Pankaj Dhingra	Kalamazoo	MI	49508	(616) 971-1771
Bedford Meadows	Azaad No 3, LLC	Kentwood	MI	48359	(248) 391-2111
Edgewood Towne Center	MacSweeney, Inc.	Lake Orion	MI	48144	(734) 854-7000
South Branch Center	Sanra III, Inc.	Lambertville	MI	48911	(517) 272-1108
Bay River Marketplace	B&C Cutters, Inc.	Lansing	MI	48446	(810) 667-5021
		Lapeer	MI	48048	(586) 273-7771
		Lenox Township	MI	48048	(586) 273-7771

Salon Name	Franchisee	City	State/Province	Zip	Phone
Lincoln Park Meijer #208	Seabird, Inc.	Lincoln Park	MI	48146	(313) 386-7377
Walgreens Center	Seabird, Inc.	Lincoln Park	MI	48146	(313) 381-7100
Livonia Marketplace	Azaad 2, LLC	Livonia	MI	48152	(248) 442-9100
Marketplace at College Park	MCD Enterprise, LLC	Livonia	MI	48152	(734) 542-0799
Millennium Plaza	Azaad No 3, LLC	Livonia	MI	48150	(734) 466-8984
Plymouth Road TCF	Azaad, LLC	Livonia	MI	48150	(734) 524-0390
Stone Ridge Plaza	SonRise Clippers, LLC	Lowell	MI	49331	(616) 897-9520
Macomb East	Hallwood of Macomb, Inc.	Macomb	MI	48042	(586) 598-7141
Romeo Plank Crossing	Hallwood Group, LLC	Macomb	MI	48044	(586) 263-8100
Madison Place Center	Zuna Styles 1, LLC	Macomb Heights	MI	48071	(248) 597-0472
Milford Center	MCD Enterprises 3, LLC	Milford	MI	48381	(248) 684-1047
French Town Plaza	Shear Precision, LLC	Monroe	MI	48162	(734) 242-4889
Sternberg Crossing	Windy Hills Partners, LLC	Muskegon	MI	49444	(231) 799-9108
Martins Super Center	Future Keys, LLC	Niles	MI	49120	(269) 684-6439
Novi Town Center	Seabird NV2, Inc	Novi	MI	48375	(248) 465-6070
Shoppes at the Trail	Seabird NV, Inc.	Novi	MI	48377	(248) 669-6657
Meridian Towne Centre	MacSweeney, Inc.	Okemos	MI	48864	(517) 347-0099
Oxford Crossings	Pankaj Dhingra	Oxford	MI	48371	(248) 236-9065
Plainwell Otsego	Cookeze Clips, Inc.	Plainwell	MI	49080	(269) 685-9420
Plymouth Square	Gamly Clips, LLC	Plymouth	MI	48170	(734) 956-3480
Sheldon Place	Gamly Clips, LLC	Plymouth	MI	48170	(734) 855-6973
Romence Village	Cookeze Clips, Inc.	Portage	MI	49024	(269) 323-8937
Westnedge	Cookeze Clips, Inc.	Portage	MI	49002	(269) 276-9766
Riverview Center	AMJAY Corp.	Riverview	MI	48193	(734) 282-4424
Adams Marketplace	JETTIM, LLC	Rochester Hills	MI	48309	(248) 491-6633
City Walk SC	AMJAY Corp.	Rochester Hills	MI	48307	(248) 652-7885
Rochester Hills Meijer	Sanra II, Inc.	Rochester Hills	MI	48307	(248) 844-8998
University Square	JETTIM, LLC	Rochester Hills	MI	48309	(248) 759-4067
Rockford Ridge	Leanne Ash	Rockford	MI	49341	(616) 863-1173
Roseville Village	Just Hair, LLC	Roseville	MI	48066	(586) 293-5500
State Street Crossing	VMS Management, LLC	Saline	MI	48176	(734) 429-0400
Hayes Center Shoppes	Style N Smile, LLC	Shelby Township	MI	48315	(586) 532-5477
King's Kountry	Style N Smile No. 9, LLC	Shelby Township	MI	48317	(586) 323-7900
Shelby Township	AMJAY Corp.	Shelby Township	MI	48315	(586) 991-0066
Brookdale Square	PG Clippers, LLC	South Lyon	MI	48178	(248) 446-7300
Eureka Crossing	AMJAY Corp.	Southgate	MI	48195	(734) 285-3655
Lakeshore Village	Style N Smile No. 7, LLC	St. Clair Shores	MI	48080	(586) 443-4244
St. Johns	MacSweeney, Inc.	St. Johns	MI	48879	(989) 227-5600
Standale Meijers	3S, LLC	Standale	MI	49544	(616) 791-7850
Ham Center	B&C Cutters, Inc.	Sterling Heights	MI	48313	(586) 977-1718
Kirkwood Plaza	Style N Smile No. 1, LLC	Sterling Heights	MI	48313	(586) 247-3008
Ryan Shopping Center	Style N Smile No. 4, LLC	Sterling Heights	MI	48310	(586) 983-2578
Sterling Ponds	Nishved, LLC	Sterling Heights	MI	48312	(586) 264-7933
Stevensville at Meijer	Future Keys, LLC	Stevensville	MI	49127	(269) 429-1867
Kirklynn Commons	AMJAY Corp.	Taylor	MI	48180	(313) 299-1419
South Plaza	Shear Precision, LLC	Taylor	MI	48180	(734) 634-5785
Telegraph Road - Walmart Plaza	PVW Midwest Cutter, LLC	Taylor	MI	48180	(313) 292-8888
River Country Plaza	Zachary Bollinger	Three Rivers	MI	49093	(269) 273-4999

Salon Name	Franchisee	City	State/Province	Zip	Phone
Emerald Lakes Plaza	Style N Smile No. 11, LLC	Troy	MI	48085	(248) 879-8800
Northfield Commons	JETTIM, LLC	Troy	MI	48098	(248) 828-7020
Sunset Plaza	Style N Smile No. 5, LLC	Troy	MI	48085	(248) 879-6007
Troy Commons	Style N Smile No. 2, LLC	Troy	MI	48083	(248) 680-8900
O'Reily Plaza	Sanra, Inc.	Van Buren	MI	48111	(734) 697-8850
Heritage Village	Daisy Doo's, LLC	Warren	MI	48092	(586) 576-1760
Hoover Center	Sigal/Dettloff	Warren	MI	48093	(586) 619-7307
Universal Mall	Daisy Doo's, LLC	Warren	MI	48092	(586) 573-0533
Washington Commons	Sanra, Inc.	Washington Township	MI	48094	(586) 677-3808
Waterford Plaza	Suburban Cuts, Inc.	Waterford	MI	48327	(248) 618-8880
Crosswinds Mall	Seabird CW, Inc.	West Bloomfield	MI	48323	(248) 932-0062
Gateway Center	Zelco, LLC	West Bloomfield	MI	48322	(248) 855-2887
Cherry Hill Marketplace	Sanra II, Inc.	Westland	MI	48186	(734) 721-4911
West Ridge Mall	Michigan Clippers IV, Inc.	Westland	MI	48185	(734) 467-9622
Fisk Corners	Suburban Cuts, Inc.	White Lake	MI	48386	(248) 698-0900
Meijers White Lake	WNW Incorporated	White Lake	MI	48383	(248) 889-3503
Woodhaven Village Square	AMJAY Corp.	Woodhaven	MI	48183	(734) 675-0730
Metro Health Village	SonRise Clippers, LLC	Wyoming	MI	49519	(616) 530-7433
Carpenter Crossing	Azaad 2, LLC	Ypsilanti	MI	48197	(734) 677-9800
Bridgewater Square	Leanne Ash	Zeeland	MI	49464	(616) 879-0079
Location to be Determined	Adomne, Inc./Jamison		MI		
Location to be Determined	Asquare Holdings, Inc.		MI		
Location to be Determined	Asquare Holdings, Inc.		MI		
Location to be Determined	Azaad, LLC		MI		
Location to be Determined	B&C Cutters, Inc.		MI		
Location to be Determined	B&C Cutters, Inc.		MI		
Location to be Determined	CFO Pie, Inc.		MI		
Location to be Determined	CFO Pie, Inc.		MI		
Location to be Determined	CFO Pie, Inc.		MI		
Location to be Determined	Daryl Jamison		MI		
Location to be Determined	Daryl Jamison		MI		
Location to be Determined	Daryl Jamison		MI		
Location to be Determined	Gamly Clips, LLC		MI		
Location to be Determined	Hoovlius Enterprises, LLC / WNW Incorporated		MI		
Location to be Determined	Leanne Ash		MI		
Location to be Determined	Leanne Ash		MI		
Location to be Determined	Leanne Ash		MI		
Location to be Determined	MacSweeney, Inc.		MI		
Location to be Determined	MacSweeney, Inc.		MI		
Location to be Determined	MacSweeney, Inc.		MI		
Location to be Determined	Mehulkumar Sureja		MI		
Location to be Determined	Michigan Clippers IV, Inc.		MI		
Location to be Determined	Michigan Clippers, Inc.		MI		
Location to be Determined	PJH Holding, Inc/AMJAY Corp.		MI		
Location to be Determined	Sanra II, Inc.		MI		
Location to be Determined	Shear Precision, LLC		MI		
Location to be Determined	Shear Precision, LLC		MI		
Location to be Determined	SonRise Clippers, LLC		MI		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Stacey Hasenau		MI		
Location to be Determined	Stick Enterprises, LLC		MI		
Location to be Determined	Stick Enterprises, LLC		MI		
Location to be Determined	Style N Smile, LLC		MI		
Location to be Determined	Style N Smile, LLC		MI		
Location to be Determined	Style N Smile, LLC		MI		
Location to be Determined	VMS Management, LLC		MI		
Location to be Determined	VMS Management, LLC		MI		
Location to be Determined	Winning By A Hair, LLC		MI		
Location to be Determined	Yongping Guo		MI		
Location to be Determined	Yongping Guo		MI		
Location to be Determined	Yongping Guo		MI		
Location to be Determined	Zelco, LLC		MI		
Location to be Determined	Zelco, LLC		MI		
Location to be Determined	Zelco, LLC		MI		
Location to be Determined	Zelco, LLC		MI		
Albert Lea	Snip, Inc.	Albert Lea	MN	56007	(507) 373-9267
Albertville Crossing Center	KMG Cutters, Inc.	Albertville	MN	55301	(763) 497-8455
South Creek Center	Snip, Inc.	Alexandria	MN	56308	(320) 763-4076
Andover Station	Give Me A Break, Inc.	Andover	MN	55304	(763) 754-0319
Clocktower Commons	Jason Rude	Andover	MN	55304	(763) 413-6969
Apple Valley Retail	Windjammers Corporation	Apple Valley	MN	55124	(952) 891-1510
East Valley Plaza	Rubols, Inc.	Apple Valley	MN	55124	(952) 322-1313
Shannon Square	Windjammers Corporation	Arden Hills	MN	55126	(651) 482-8397
Austin Town Center	Roch-N-Roll, Inc	Austin	MN	55912	(507) 437-8243
Baxter	Snip, Inc.	Baxter	MN	56425	(218) 829-3021
Belle Plaine Retail	Newport Clippers, Inc.	Belle Plaine	MN	56011	(952) 873-6881
Market Place Food	Snip, Inc.	Bemidji	MN	56601	(218) 755-1695
Big Lake	Stevens Unlimited of St. Paul, Inc.	Big Lake	MN	55309	(763) 263-9800
Blaine	Stevens Unlimited of St. Paul, Inc.	Blaine	MN	55434	(763) 757-7302
Blaine Marketplace	Stevens Unlimited of St. Paul, Inc.	Blaine	MN	55434	(763) 767-1820
North Court Commons	Stevens Unlimited of St. Paul, Inc.	Blaine	MN	55434	(763) 784-3897
Victory Village	Stevens Unlimited of St. Paul, Inc.	Blaine	MN	55449	(763) 780-9121
Village of Blaine	Snip, Inc.	Blaine	MN	55449	(763) 780-0249
Normandale Village	TAGD, Inc.	Bloomington	MN	55437	(952) 831-2118
Oxboro Shopping Center	KMG Cutters, Inc.	Bloomington	MN	55420	(952) 881-1616
Southtown	Whitney Clips, Inc.	Bloomington	MN	55431	(952) 881-2599
The Point	TAGD, Inc.	Bloomington	MN	55431	(952) 884-7110
Brainerd East	Snip, Inc.	Brainerd	MN	56401	(218) 828-1110
Edinburgh Centre	Hanelinus, LLC	Brooklyn Park	MN	55443	(763) 424-1401
Park Place Promenade	Windjammers Corporation	Brooklyn Park	MN	55445	(763) 424-3067
Starlite Center	Hanelinus, LLC	Brooklyn Park	MN	55428	(763) 425-8326
Wright County Mall	Stevens Unlimited of St. Paul, Inc.	Buffalo	MN	55313	(763) 682-5658
Aurora Village Center	Catch the Wave, Inc.	Burnsville	MN	55306	(952) 898-4554
Burnsville Parkway	Rubols, Inc.	Burnsville	MN	55337	(952) 894-4141
Arthurs Court	Warring Enterprises, Inc.	Cambridge	MN	55008	(763) 691-1630
Champlin Market Place	Snip, Inc.	Champlin	MN	55316	(763) 576-9930
Chanhassen	W. Peyton Co.	Chanhassen	MN	55317	(952) 474-6273

Salon Name	Franchisee	City	State/Province	Zip	Phone
Chaska Commons	RAS Corporation	Chaska	MN	55318	(952) 368-9720
Northway	Stevens Unlimited of St. Paul, Inc.	Circle Pines	MN	55014	(763) 783-0182
Shoppes of Cloquet	Superior Split Ends, Inc.	Cloquet	MN	55720	(218) 879-4414
Little Riverdale	Give Me A Break, Inc.	Coon Rapids	MN	55448	(763) 576-9733
Riverdale Crossing	Give Me A Break, Inc.	Coon Rapids	MN	55448	(763) 421-4381
Village 10 SC	Snip, Inc.	Coon Rapids	MN	55433	(763) 862-4015
Cottage Grove Plaza	Kellerhans, Inc.	Cottage Grove	MN	55016	(651) 458-4140
Oak Park Commons	Kellerhans, Inc.	Cottage Grove	MN	55016	(651) 459-0613
Crystal Gallery	Bulldog, Inc.	Crystal	MN	55428	(763) 537-4575
Delano Crossing	Newport Clippers, Inc.	Delano	MN	55328	(763) 972-2054
Downtown Crossing	Spice Investment Group, Inc.	Detroit Lakes	MN	56501	(218) 844-3880
Denfeld Retail Center	Superior Hair - Denfeld, Inc.	Duluth	MN	55807	(218) 624-2244
Miller Plaza	Superior Hair, Ltd.	Duluth	MN	55811	(218) 726-0661
Mount Royal Center Shopping Center	Superior Hair, Ltd.	Duluth	MN	55803	(218) 724-4247
Cliff Lake Center	Newport Clippers, Inc.	Eagan	MN	55122	(651) 687-0982
Diffley Commons	Newport Clippers, Inc.	Eagan	MN	55123	(651) 405-6740
Eagan Towne Center	Newport Clippers, Inc.	Eagan	MN	55123	(651) 452-9676
Eden Glen	Eden Glen Company	Eden Prairie	MN	55344	(952) 941-5589
Prairie Village	W. Peyton Co.	Eden Prairie	MN	55344	(952) 934-6558
50th and Vernon	W. Peyton Co.	Edina	MN	55436	(952) 927-5688
Yorkdale	Bulldog, Inc.	Edina	MN	55435	(952) 924-9413
Elk River	Snip, Inc.	Elk River	MN	55330	(763) 441-3468
Fairmont Supercenter	Snip, Inc.	Fairmont	MN	56031	(507) 235-5857
Faribault Plaza	Rubols, Inc.	Faribault	MN	55021	(507) 334-4316
Pilot Knob	Rubols, Inc.	Faribault	MN	55024	(651) 460-2200
Forest Lake / Broadway	Snip, Inc.	Farmington	MN	55025	(651) 982-6307
Westlake Plaza	Snip, Inc.	Forest Lake	MN	55025	(651) 464-1025
Moore Lake Commons	Windjammers Corporation	Forest Lake	MN	55432	(763) 572-0041
Grand Rapids	Grand Investments Group, Inc.	Fridley	MN	55744	(218) 326-6512
Ham Lake Centre	Stevens Unlimited of St. Paul, Inc.	Grand Rapids	MN	55304	(763) 413-9840
Hastings	Kellerhans, Inc.	Ham Lake	MN	55033	(651) 438-9987
Hastings Marketplace	Kellerhans, Inc.	Hastings	MN	55033	(651) 480-0211
Hibbing	Grand Investments Group, Inc.	Hastings	MN	55746	(218) 263-4300
Victor Marketplace	Fine Line Hair, Inc.	Hibbing	MN	55038	(651) 256-3296
County Fair Market Place	Cyben, Inc.	Hugo	MN	55350	(320) 234-3458
Cahill Plaza	Kellerhans, Inc.	Hutchinson	MN	55076	(651) 552-4990
Isanti Retail Center	Warring Enterprises, Inc.	Inver Grove Heights	MN	55040	(763) 444-8802
Argonne Village	Catch the Wave, Inc.	Isanti	MN	55044	(952) 898-2992
Crossroads	Catch the Wave, Inc.	Lakeville	MN	55044	(952) 891-8299
Heritage Commons	Catch the Wave, Inc.	Lakeville	MN	55044	(952) 985-7655
Timber Crest	Catch the Wave, Inc.	Lakeville	MN	55044	(952) 898-1785
Lora B's Plaza	Snip, Inc.	Lakeville	MN	55044	(952) 898-1785
Mankato at Riverfront	Snip, Inc.	Little Falls	MN	56345	(320) 632-5544
River City Center	Snip, Inc.	Mankato	MN	56001	(507) 385-7733
Fountains at Arbor Lakes	Katherine Graczyk	Mankato	MN	56001	(507) 387-1579
Grove Village	Fine Line Hair, Inc.	Maple Grove	MN	55369	(763) 488-1511
Homestead Corner	Snip, Inc.	Maple Grove	MN	55369	(763) 494-6702
Maplewood Retail Center	Windjammers Corporation	Maple Grove	MN	55311	(763) 420-7800
		Maplewood	MN	55109	(651) 773-9816

Salon Name	Franchisee	City	State/Province	Zip	Phone
Marshall East	SA-BO, Inc.	Marshall	MN	56258	(507) 337-2010
Medina	Stevens Unlimited of St. Paul, Inc.	Medina	MN	55340	(763) 478-2988
46th and Nicollet	TAGD, Inc.	Minneapolis	MN	55409	(612) 822-5526
Anthony Plaza	Hanelinus, LLC	Minneapolis	MN	55422	(763) 588-7445
Great Clips on the Nicollet Mall	Caycor, Inc.	Minneapolis	MN	55403	(612) 659-1220
Morningside	Windjammers Corporation	Minneapolis	MN	55410	(612) 922-2818
Stinson Market Place - The Quarry	Newport Clippers, Inc.	Minneapolis	MN	55418	(612) 706-2306
U of M	Windjammers Corporation	Minneapolis	MN	55414	(612) 379-0430
Uptown	KMG Cutters, Inc.	Minneapolis	MN	55408	(612) 827-6599
Country Village Shopping Center	RC Styles, Inc.	Minnetonka	MN	55343	(952) 933-8309
Westridge Center	Newport Clippers, Inc.	Minnetonka	MN	55345	(952) 546-1070
Westwind Plaza	Hudmond, Inc.	Minnetonka	MN	55345	(952) 933-0019
Monticello Business Center	Stevens Unlimited of St. Paul, Inc.	Monticello	MN	55362	(763) 295-8490
Brookdale Shopping Center	Spice Investment Group, Inc.	Moorhead	MN	56560	(218) 287-6222
Mound Marketplace	Newport Clippers, Inc.	Mound	MN	55364	(952) 472-8629
New Prague	CA Clips, Inc.	New Prague	MN	56071	(952) 758-9685
Supercenter Square	Snip, Inc.	New Uim	MN	56073	(507) 354-1122
Northfield	CA Clips, Inc.	Northfield	MN	55057	(507) 663-0866
Bergen Plaza	W. Peyton Co.	Oakdale	MN	55128	(651) 735-7245
Hadley 5	Newport Clippers, Inc.	Oakdale	MN	55128	(651) 704-9783
Otsego	Snip, Inc.	Otsego	MN	55330	(763) 441-2677
Bridge Street Center	Snip, Inc.	Owatonna	MN	55060	(507) 455-1717
Nathan Lane	Stevens Unlimited of St. Paul, Inc.	Plymouth	MN	55442	(763) 559-2161
Plymouth Plaza	RAS Corporation	Plymouth	MN	55447	(763) 473-3075
Plymouth Town Center	Hudmond, Inc.	Plymouth	MN	55447	(763) 559-1096
Rockford Road Plaza	Stevens Unlimited of St. Paul, Inc.	Plymouth	MN	55442	(763) 553-2001
Princeton	Premier Investments, LLC	Princeton	MN	55371	(763) 634-9000
Ramsey Town Square	Give Me A Break, Inc.	Ramsey	MN	55303	(763) 422-1960
Red Wing	Snip, Inc.	Red Wing	MN	55066	(651) 267-0020
Cedar Point Commons	Bulldog, Inc.	Richfield	MN	55423	(612) 869-4233
The Hub	Windjammers Corporation	Richfield	MN	55423	(612) 861-2929
Robbinsdale Town Center	Hanelinus, LLC	Robbinsdale	MN	55422	(763) 535-0539
Crossroads Center	Roch-N-Roll, Inc	Rochester	MN	55901	(507) 288-0880
Marketplace	Roch-N-Roll, Inc	Rochester	MN	55901	(507) 292-5999
Northwest Plaza	Roch-N-Roll, Inc	Rochester	MN	55901	(507) 285-5080
Silver Lake	Roch-N-Roll, Inc	Rochester	MN	55904	(507) 252-5529
Rogers Retail Centre	Stevens Unlimited of St. Paul, Inc.	Rogers	MN	55374	(763) 428-1577
Rosemount	Rubols, Inc.	Rosemount	MN	55068	(651) 423-4001
Lexington Plaza	Newport Clippers, Inc.	Roseville	MN	55113	(651) 488-5918
Rosedale Marketplace	Fine Line Hair, Inc.	Roseville	MN	55113	(651) 639-0665
Silver Lake Village	Fine Line Hair, Inc.	Saint Anthony	MN	55421	(612) 788-4971
Crossroads Mall	AJK Cutters, Inc.	Saint Cloud	MN	56301	(320) 255-1170
Cub Food West Plaza	AJK Cutters, Inc.	Saint Cloud	MN	56301	(320) 203-1133
Division Place	AJK Cutters, Inc.	Saint Cloud	MN	56301	(320) 259-4363
St. Francis City Center	Give Me A Break, Inc.	Saint Francis	MN	55070	(763) 753-7820
Knollwood	RC Styles, Inc.	Saint Louis Park	MN	55426	(952) 933-7525
Park Place Plaza	KMG Cutters, Inc.	Saint Louis Park	MN	55416	(952) 544-8787
Highland	Windjammers Corporation	Saint Paul	MN	55116	(651) 690-0364

Salon Name	Franchisee	City	State/Province	Zip	Phone
Lincoln Commons	Windjammers Corporation	Saint Paul	MN	55105	(651) 698-4675
Midway Center	W. Peyton Co.	Saint Paul	MN	55104	(651) 644-1816
South Robert Plaza	Eden Glen Company	Saint Paul	MN	55118	(651) 455-7673
Sun Ray Shopping Center	W. Peyton Co.	Saint Paul	MN	55119	(651) 731-9169
Pine Cone Marketplace	AJK Cutters, Inc.	Sartell	MN	56377	(320) 259-0460
Market Place at 42	Prior Ties, Inc.	Savage	MN	55378	(952) 447-0277
Savage Town Square	Prior Ties, Inc.	Savage	MN	55378	(952) 447-1930
Crossroads Center	Catch the Wave, Inc.	Shakopee	MN	55379	(952) 496-9055
Shorewood Village	Caycor, Inc.	Shorewood	MN	55331	(952) 470-5390
Spring Lake Park	Stevens Unlimited of St. Paul, Inc.	Spring Lake Park	MN	55432	(763) 785-0538
Stillwater Plaza	Newport Clippers, Inc.	Stillwater	MN	55082	(651) 439-7350
Vadnais Square	Windjammers Corporation	Vadnais Heights	MN	55127	(651) 415-1819
Virginia	Grand Investments Group, Inc.	Virginia	MN	55792	(218) 749-2547
Waconia Marketplace	RAS Corporation	Waconia	MN	55387	(952) 442-9840
Signal Hills	W. Peyton Co.	West Saint Paul	MN	55118	(651) 451-6921
Century Hills	Newport Clippers, Inc.	White Bear Lake	MN	55110	(651) 262-2880
Lakeside Shops	Auxesia Styles, LLC	White Bear Lake	MN	55110	(651) 429-2444
Meadowlands Shoppes	Windjammers Corporation	White Bear Township	MN	55127	(651) 426-7142
Shoppes of Willmar	Cyben, Inc.	Willmar	MN	56201	(320) 231-2040
Winona	Snip, Inc.	Winona	MN	55987	(507) 452-1779
Commerce Hill	W. Peyton Co.	Woodbury	MN	55125	(651) 528-8864
Tamarack Village Shopping Center	W. Peyton Co.	Woodbury	MN	55125	(651) 730-1575
Woodbury Village	W. Peyton Co.	Woodbury	MN	55125	(651) 738-7599
Worthington	FMG, Inc.	Worthington	MN	56187	(507) 376-5566
Location to be Determined	AJK Cutters, Inc.		MN		
Location to be Determined	AJK Cutters, Inc.		MN		
Location to be Determined	AJK Cutters, Inc.		MN		
Location to be Determined	Catch the Wave, Inc.		MN		
Location to be Determined	Caycor, Inc.		MN		
Location to be Determined	Caycor, Inc.		MN		
Location to be Determined	Caycor, Inc.		MN		
Location to be Determined	Caycor, Inc.		MN		
Location to be Determined	Caycor, Inc.		MN		
Location to be Determined	Fine Line Hair, Inc.		MN		
Location to be Determined	Fine Line Hair, Inc.		MN		
Location to be Determined	Give Me A Break, Inc.		MN		
Location to be Determined	Hudmond, Inc.		MN		
Location to be Determined	Katherine Graczyk		MN		
Location to be Determined	Katherine Graczyk		MN		
Location to be Determined	Katherine Graczyk		MN		
Location to be Determined	Newport Clippers, Inc.		MN		
Location to be Determined	RAS Corporation		MN		
Location to be Determined	Roch-N-Roll, Inc		MN		
Location to be Determined	Snip, Inc.		MN		
Location to be Determined	Stevens Unlimited of St. Paul, Inc.		MN		
Location to be Determined	W. Peyton Co.		MN		
Location to be Determined	Warring Enterprises, Inc.		MN		
Location to be Determined	Windjammers Corporation		MN		
Arnold Park Mall	Modern Day Clippers, Inc.	Arnold	MO	63010	(636) 282-7232

Salon Name	Franchisee	City	State/Province	Zip	Phone
		Arnold	MO	63010	(636) 287-3808
Blockbuster Plaza	Ad Lib, Inc.	Ballwin	MO	63011	(636) 256-7004
Ballwin	Spectacular Clips, Inc.	Belton	MO	64078	(816) 322-8112
Belton Crossroads	Carpe Diem, Inc.	Blue Springs	MO	64014	(816) 224-2992
Keystone Plaza	M. Khan, Inc.	Blue Springs	MO	64014	(816) 228-8330
Prestige Plaza	M. Khan, Inc.	Bridgeton	MO	63044	(314) 291-2927
Home Depot Plaza	Cuatro Clippers LLC	Bridgeton	MO	63044	(314) 739-6660
Plaza De Paul	Gateway Clippers Holdings II, LLC	Cape Girardeau	MO	63703	(573) 335-0885
Town Plaza Shopping Center	The Mane Group, Inc.	Chesterfield	MO	63017	(314) 878-7712
Four Seasons Center	Shear Genius, LLC	Chesterfield	MO	63017	(636) 537-9932
Hilltown Village	Cuatro Clippers LLC	Chesterfield	MO	63017	(636) 527-3662
Town & Country Crossing	Spectacular Clips, Inc.	Columbia	MO	65201	(573) 874-1415
Broadway Shops	Show Me Clippers, Inc.	Columbia	MO	65203	(573) 446-4323
Fairview Marketplace	Show Me Clippers, Inc.	Crestwood	MO	63126	(314) 843-1388
Sappington Square	Modern Day Clippers, Inc.	Dardenne Prairie	MO	63368	(636) 561-3116
Dardenne Town Square	Gateway Clippers, LLC	Desloge	MO	63601	(573) 431-9666
Desloge	R.H. Clippers, Inc.	DeSoto	MO	63020	(636) 337-0660
DeSoto Crossing	MCE Enterprises, Inc.	Desperes	MO	63131	(314) 965-4760
Olympic Oaks	Holtzman Enterprises, Inc.	Eureka	MO	63025	(636) 938-3944
Hilltop Shopping Center	Shear Genius, LLC	Farmington	MO	63640	(573) 760-0022
Maple Valley Center	R.H. Clippers, Inc.	Fenton	MO	63026	(636) 343-8346
Dierbergs Fenton Crossing	Ad Lib, Inc.	Fenton	MO	63026	(636) 343-6999
Gravois Bluff	Ad Lib, Inc.	Festus	MO	63028	(636) 937-8822
Crystal City Shopping Center	MCE Enterprises, Inc.	Festus	MO	63028	(636) 931-2626
Gannon Plaza	MCE Enterprises, Inc.	Florissant	MO	63033	(314) 831-7015
Cross Keys Center	Cuatro Clippers LLC	Florissant	MO	63031	(314) 839-4642
Florissant Marketplace	Holtzman Enterprises, Inc.	Florissant	MO	63031	(314) 839-9093
Landmark Plaza	Holtzman Enterprises, Inc.	Florissant	MO	63033	(314) 831-8830
Grandview Plaza	HEI of Colorado, LLC	Hannibal	MO	63401	(573) 406-5661
River Bend Plaza	Pookie, Inc.	Harrisonville	MO	64701	(816) 884-5020
Harrisonville Marketplace	Seajay 5, LLC	Harvester	MO	63303	(636) 939-0717
Harvester Square	Holtzman Enterprises, Inc.	High Ridge	MO	63049	(636) 677-8080
Dillon Plaza	Gateway Clippers, LLC	Independence	MO	64055	(816) 836-3534
East 23rd Street	M. Khan, Inc.	Independence	MO	64057	(816) 795-9411
Independence Commons	M. Khan, Inc.	Independence	MO	64055	(816) 478-9090
Independence Marketplace	Kansas City Clippers, Inc.	Jackson	MO	63755	(573) 243-0142
Jackson	The Mane Group, Inc.	Jefferson City	MO	65109	(573) 635-7388
Capital Crossing	Show Me Clippers, Inc.	Joplin	MO	64801	(417) 781-2500
Bel Aire Plaza	Carpe Diem, Inc.	Kansas City	MO	64155	(816) 468-6477
ABA Center	M. Khan, Inc.	Kansas City	MO	64118	(816) 455-4464
Creekwood Commons	M. Khan, Inc.	Kansas City	MO	64111	(816) 960-4826
Midtown Marketplace	Gunasai, Inc.	Kansas City	MO	64155	(816) 734-9541
New Mark Center	M. Khan, Inc.	Kansas City	MO	64145	(816) 941-2300
Stateline Station	Kansas City Clippers, Inc.	Kansas City	MO	64154	(816) 584-1010
Tiffany Springs	M. Khan, Inc.	Kansas City	MO	64151	(816) 587-1313
Tremont Square	LLAP, LLC	Kansas City	MO	64114	(816) 942-4415
Watts Mill	IRIS Corporation	Kansas City	MO	64157	(816) 781-9202
Wilshire Plaza	Seajay 5, LLC	Kirkwood	MO	63122	(314) 822-1777
Kirkwood	Spectacular Clips, Inc.				



Salon Name	Franchisee	City	State/Province	Zip	Phone
Shoppes at Hawk Ridge	Gateway Clippers, LLC	Lake St. Louis	MO	63367	(636) 561-7100
Lebanon Centre	CM Clips LLC	Lebanon	MO	65536	(417) 533-7355
Chapel Ridge Shopping Center	FFR, Inc.	Lees Summit	MO	64064	(816) 524-8448
Pine Tree Plaza	FFR, Inc.	Lees Summit	MO	64063	(816) 246-7627
Raintree Plaza	FFR, Inc.	Lees Summit	MO	64082	(816) 537-8408
Summitwoods Crossing	Carpe Diem, Inc.	Lees Summit	MO	64081	(816) 525-2441
Dorsett Square Shopping Center	Cuatro Clippers LLC	Maryland Heights	MO	63043	(314) 878-2362
Moberly Crossings	Show Me Clippers, Inc.	Moberly	MO	65270	(660) 263-0745
Dardenne Crossing	Gateway Clippers, LLC	O Fallon	MO	63304	(636) 978-4949
O'Fallon Centre	Gateway Clippers, LLC	O Fallon	MO	63366	(636) 240-9935
Lakeview Pointe	Show Me Clippers, Inc.	Osage Beach	MO	65065	(573) 348-6700
Overland Plaza	HEI of Colorado, LLC	Overland	MO	63114	(314) 428-1662
Ozark Center	CM Clips LLC	Ozark	MO	65721	(417) 581-4865
Perryville Crossing	MCE Enterprises, Inc.	Perryville	MO	63775	(573) 547-9089
Raymore Price Chopper	Carpe Diem, Inc.	Raymore	MO	64083	(816) 331-1884
Rolla	CM Clips LLC	Rolla	MO	65401	(573) 364-6600
Mark Twain Village	Ad Lib, Inc.	Saint Charles	MO	63301	(636) 916-4419
East Hills Mall Pad	Kansas City Clippers, Inc.	Saint Joseph	MO	64506	(816) 233-2333
Afton Plaza	Gateway Clippers Holdings II, LLC	Saint Louis	MO	63123	(314) 544-4247
Bayless	Gateway Clippers, LLC	Saint Louis	MO	63123	(314) 544-5535
Butler Hill	MCE Enterprises, Inc.	Saint Louis	MO	63128	(314) 894-4472
Deer Creek	Cuatro Clippers LLC	Saint Louis	MO	63143	(314) 647-2320
Forest Park	MPE, Inc.	Saint Louis	MO	63108	(314) 534-0050
Hampton Village Shopping Center	Holtzman Enterprises, Inc.	Saint Louis	MO	63109	(314) 752-3111
Holly Hills	Holtzman Enterprises, Inc.	Saint Louis	MO	63116	(314) 481-4800
LaDue Crossing	Cuatro Clippers LLC	Saint Louis	MO	63124	(314) 725-1427
Oakville Center	Modern Day Clippers, Inc.	Saint Louis	MO	63129	(314) 845-0169
Richmond Center	Holtzman Enterprises, Inc.	Saint Louis	MO	63117	(314) 781-9310
Southfield Center	HEI of Colorado, LLC	Saint Louis	MO	63123	(314) 843-7743
Mid Rivers Crossing	Shear Genius, LLC	Saint Peters	MO	63304	(636) 477-1220
Salt Lick Center	Ad Lib, Inc.	Saint Peters	MO	63376	(636) 970-0173
James River	CM Clips LLC	Springfield	MO	65804	(417) 890-7755
Plaza Shopping Center	CM Clips LLC	Springfield	MO	65804	(417) 889-4499
South Oaks Square Center	CM Clips LLC	Springfield	MO	65807	(417) 890-1100
Questover	Holtzman Enterprises, Inc.	St Louis	MO	63141	(314) 434-6279
Fountainview Plaza	Shear Genius, LLC	St. Charles	MO	63303	(636) 939-6855
Brentwood Plaza	Spectacular Clips, Inc.	St. Louis	MO	63144	(314) 962-3944
Creve Coeur Pavilion	Cuatro Clippers LLC	St. Louis	MO	63141	(314) 567-4535
Downtown	Holtzman Enterprises, Inc.	St. Louis	MO	63101	(314) 539-9745
Loughborough	Holtzman Enterprises, Inc.	St. Louis	MO	63111	(314) 352-2951
South Grand	MCE Enterprises, Inc.	St. Louis	MO	63118	(314) 577-0062
Telegraph Crossing	Modern Day Clippers, Inc.	St. Louis	MO	63125	(314) 487-6744
St. Peter's Square	Shear Genius, LLC	St. Peters	MO	63376	(636) 970-3825
The Plaza at Sunset Hills	MCE Enterprises, Inc.	Sunset Hills	MO	63127	(314) 821-9500
Manchester Meadows	Spectacular Clips, Inc.	Town and Country	MO	63011	(636) 227-8866
Community Bank Plaza	Spectacular Clips, Inc.	Troy	MO	63379	(636) 528-5352
Big Bend Square	Modern Day Clippers, Inc.	Twin Oaks	MO	63021	(636) 225-2272
Hawthorne Square	Shear Genius, LLC	Warrenton	MO	63383	(636) 456-0089

Salon Name	Franchisee	City	State/Province	Zip	Phone
Phoenix Center	Ad Lib, Inc.	Washington	MO	63090	(636) 239-5105
Webb City	Carpe Diem, Inc.	Webb City	MO	64870	(417) 673-3633
Yorkshire Plaza	Ad Lib, Inc.	Webster Grove	MO	63119	(314) 963-1748
Old Orchard	Spectacular Clips, Inc.	Webster Groves	MO	63119	(314) 918-0095
Wentzville Commons	Ad Lib, Inc.	Wentzville	MO	63385	(636) 332-5479
Wildwood	Spectacular Clips, Inc.	Wildwood	MO	63040	(636) 458-4200
Location to be Determined	Ad Lib, Inc.		MO		
Location to be Determined	Ad Lib, Inc.		MO		
Location to be Determined	Ad Lib, Inc.		MO		
Location to be Determined	Cardinal Clippers, Inc./Gateway Clippers, LLC		MO		
Location to be Determined	Cardinal Clippers, Inc./Gateway Clippers, LLC		MO		
Location to be Determined	Cardinal Clippers, Inc./Gateway Clippers, LLC		MO		
Location to be Determined	Carpe Diem, Inc.		MO		
Location to be Determined	Carpe Diem, Inc.		MO		
Location to be Determined	Carpe Diem, Inc.		MO		
Location to be Determined	Carpe Diem, Inc.		MO		
Location to be Determined	Fangman Enterprises, Inc.		MO		
Location to be Determined	FFR, Inc.		MO		
Location to be Determined	FFR, Inc.		MO		
Location to be Determined	Gunasai, Inc.		MO		
Location to be Determined	Holtzman Enterprises, Inc.		MO		
Location to be Determined	Holtzman Enterprises, Inc.		MO		
Location to be Determined	Holtzman Enterprises, Inc.		MO		
Location to be Determined	Holtzman Enterprises, Inc.		MO		
Location to be Determined	Holtzman Enterprises, Inc.		MO		
Location to be Determined	IRIS Corporation		MO		
Location to be Determined	IRIS Corporation		MO		
Location to be Determined	IRIS Corporation		MO		
Location to be Determined	Kansas City Clippers, Inc.		MO		
Location to be Determined	Kansas City Clippers, Inc.		MO		
Location to be Determined	Kansas City Clippers, Inc.		MO		
Location to be Determined	Kansas City Clippers, Inc.		MO		
Location to be Determined	M. Khan, Inc.		MO		
Location to be Determined	M. Khan, Inc.		MO		
Location to be Determined	M. Khan, Inc.		MO		
Location to be Determined	M. Khan, Inc.		MO		
Location to be Determined	MCE Enterprises, Inc.		MO		
Location to be Determined	MPE, Inc.		MO		
Location to be Determined	Pookie, Inc.		MO		
Location to be Determined	Pookie, Inc.		MO		
Location to be Determined	Seajay 5, LLC		MO		
Location to be Determined	Seajay 5, LLC		MO		
Location to be Determined	Show Me Clippers, Inc.		MO		
Location to be Determined	Spectacular Clips, Inc.		MO		
Location to be Determined	Spectacular Clips, Inc.		MO		
Location to be Determined	ZS Corporation		MO		
Location to be Determined	ZS Corporation		MO		
King Avenue	Beartooth Clippers, Inc.	Billings	MT	59102	(406) 652-0400

Salon Name	Franchisee	City	State/Province	Zip	Phone
Rimrock Plaza	Beartooth Clippers, Inc.	Billings	MT	59102	(406) 655-4559
The Heights	Beartooth Clippers, Inc.	Billings	MT	59105	(406) 254-2705
West Grand Plaza	Beartooth Clippers, Inc.	Billings	MT	59102	(406) 656-3839
Gallatin Center	Kyle Eckmann	Bozeman	MT	59718	(406) 522-7716
University Square	Kyle Eckmann	Bozeman	MT	59718	(406) 585-5312
Butte Town Center	Kyle Eckmann	Butte	MT	59701	(406) 494-7890
Holiday Village	Kyle Eckmann	Great Falls	MT	59405	(406) 453-0422
Marketplace	Kyle Eckmann	Great Falls	MT	59404	(406) 453-5167
West City Center	Kyle Eckmann	Great Falls	MT	59404	(406) 761-3055
Northside Center	Kyle Eckmann	Helena	MT	59601	(406) 457-2547
Safeway Center Helena	Kyle Eckmann	Helena	MT	59601	(406) 443-2404
Mountain View Plaza	HPPL, Inc.	Kalispell	MT	59901	(406) 755-8588
Grant Creek Town Center	HPPL, Inc.	Missoula	MT	59808	(406) 541-2737
Russell Square	HPPL, Inc.	Missoula	MT	59801	(406) 542-3234
Bay Shore Plaza	HPPL, Inc.	Polson	MT	59860	(406) 883-0020
Location to be Determined	HPPL, Inc.		MT		
Center Park	Princess industries, LLC	Aberdeen	NC	28315	(910) 693-3433
Walmart Supercenter Albemarle	Mascott Industries, Inc.	Albemarle	NC	28001	(704) 982-0119
Lake Pine Plaza	Tar Heel Clippers, Inc.	Apex	NC	27502	(919) 468-5050
Olive Chapel Village	Tar Heel Clippers, Inc.	Apex	NC	27502	(919) 362-6653
Rutledge Commons	WHETYO, Inc.	Arden	NC	28704	(828) 676-2211
Center Point	Triangle Holdings, Inc.	Asheboro	NC	27203	(336) 629-2547
Memimon Square	Donald Elliott	Asheville	NC	28804	(828) 252-9010
Parkway Center	Donald Elliott	Asheville	NC	28803	(828) 274-5353
Riverbend Marketplace	Donald Elliott	Asheville	NC	28803	(828) 298-5100
Westgate S/C	WHETYO, Inc.	Asheville	NC	28806	(828) 251-6008
Burlington Station	Southeast Salons, LLC	Burlington	NC	27215	(336) 524-0466
New Market Square	Robinett Enterprises, Inc.	Burlington	NC	27215	(336) 538-2547
Carteret Crossing	MCPIE, Inc.	Cape Carteret	NC	28584	(252) 354-8000
Snows Cut Crossing	McFreedom, LLC	Carolina Beach	NC	28428	(910) 458-6200
Carboro Plaza	LCK Enterprises, Inc.	Carboro	NC	27510	(919) 967-9390
Mill Creek Village	United Clippers, LLC	Carthage	NC	28327	(910) 693-7876
Cary Park Town Center	Clips Star, LLC	Cary	NC	27519	(919) 388-3383
Centrum Plaza	Bolohan Enterprises, LLC	Cary	NC	27511	(919) 233-4552
Crescent Commons	Bolohan Enterprises, LLC	Cary	NC	27511	(919) 233-3579
Maynard Crossing	Southeast Salons, LLC	Cary	NC	27513	(919) 460-0333
Mill Pond Village	Triangle Holdings, Inc.	Cary	NC	27518	(919) 362-6767
West Park Place	Premier Clips, LLC	Cary	NC	27519	(919) 362-0054
Chapel Hill North	Triangle Holdings, Inc.	Chapel Hill	NC	27514	(919) 942-9007
Chatham Downs	Triangle Holdings, Inc.	Chapel Hill	NC	27517	(919) 969-6924
Meadowmont Village Circle	LCK Enterprises, Inc.	Chapel Hill	NC	27517	(919) 933-3380
Arboretum Shopping Center	First Class Clips, #15, LLC	Charlotte	NC	28277	(704) 543-0722
Blakeney Heath	Dixie Clippers, Inc.	Charlotte	NC	28277	(704) 714-7822
Brookdale	Southern Clippers, Inc.	Charlotte	NC	28215	(704) 597-7371
Callabridge Commons	First Class Clips, #3, LLC	Charlotte	NC	28216	(704) 971-0300
Cochran Commons	Shear Madness, Inc.	Charlotte	NC	28262	(704) 510-9772
Colony Place	MS Clippers, Inc.	Charlotte	NC	28226	(704) 544-0755
Hunter's Crossing	Ronona, LLC	Charlotte	NC	28277	(704) 752-1101

Salon Name	Franchisee	City	State/Province	Zip	Phone
Mallard Pointe	Mascott Industries, Inc.	Charlotte	NC	28262	(704) 549-0670
Northlake Commons	Shear Madness, Inc.	Charlotte	NC	28216	(704) 597-2480
Old Towne Village	Dixie Clippers, Inc.	Charlotte	NC	28226	(704) 540-5579
Park Selwyn	First Class Clips, #7, LLC	Charlotte	NC	28209	(704) 525-2300
Providence Commons	S & H Clippers, LLC	Charlotte	NC	28277	(704) 849-0701
Providence Village	Mascott Industries, Inc.	Charlotte	NC	28211	(704) 366-3662
Rea Village	S & H Clippers, LLC	Charlotte	NC	28277	(704) 846-8638
Rivergate	MS Clippers, Inc.	Charlotte	NC	28273	(704) 587-9442
Shoppes at Highland Creek	Shear Madness, Inc.	Charlotte	NC	28269	(704) 948-3622
Steelcroft Shopping Center	MS Clippers, Inc.	Charlotte	NC	28278	(704) 587-0080
Stonecrest	S & H Clippers, LLC	Charlotte	NC	28277	(704) 540-8701
The Galleria	First Class Clips, #11, LLC	Charlotte	NC	28270	(704) 847-2181
Town Center Plaza	Mascott Industries, Inc.	Charlotte	NC	28213	(704) 594-6000
Whitehall	MS Clippers, Inc.	Charlotte	NC	28273	(704) 587-5475
Clayton Corners	Premier Clips, LLC	Clayton	NC	27520	(919) 359-6005
Clemmons Town Center	Twin Dome, LLC	Clemmons	NC	27012	(336) 712-1800
Tanglewood Commons	Twin Dome, LLC	Clemmons	NC	27012	(336) 778-0250
Afton Ridge	Southern Clippers, Inc.	Concord	NC	28027	(704) 792-9002
Cannon Crossroads Shopping Center	Shear Madness, Inc.	Concord	NC	28027	(704) 792-0266
The Village	Mascott Industries, Inc.	Concord	NC	28027	(704) 788-6506
Jetton Village	Shear Madness, Inc.	Cornelius	NC	28031	(704) 987-0607
Davidson Commons	Shear Madness, Inc.	Davidson	NC	28036	(704) 439-0090
Waterside Crossing	First Class Clips, #9, LLC	Denver	NC	28037	(704) 822-0022
Shiloh Crossing Shopping Center	Southeast Salons, LLC	Durham	NC	27703	(919) 472-0600
Homestead Market	Triangle Holdings, Inc.	Durham	NC	27713	(919) 361-1964
New Hope Commons	LCK Enterprises, Inc.	Durham	NC	27707	(919) 403-8758
North Duke Crossing	Triangle Holdings, Inc.	Durham	NC	27704	(919) 479-1964
North Pointe	Triangle Holdings, Inc.	Durham	NC	27705	(919) 620-8922
South Square Shopping Center	LCK Enterprises, Inc.	Durham	NC	27707	(919) 401-9000
Meadow Greens	Shear Investments, Inc.	Eden	NC	27288	(336) 627-4700
Elizabeth City Crossing	Ashraff Kareem	Elizabeth City	NC	27909	(252) 335-9900
Shops at Skibo	Great Sky, LLC	Fayetteville	NC	28314	(910) 867-4878
Traemoor Village	United Clippers, LLC	Fayetteville	NC	28306	(910) 425-0501
Forest City Walmart Shopping Center	PJK, Incorporated	Forest City	NC	28043	(828) 288-2061
Wal-Mart Super Center	Carolina Hair Care, Inc.	Franklin	NC	28734	(828) 349-9888
Fuquay Crossings	Triangle Holdings, Inc.	Fuquay Varina	NC	27526	(919) 567-1913
Shops at Timber Landing	Tar Heel Clippers, Inc.	Garner	NC	27529	(919) 661-6932
Swift Creek Plaza	Buccaneer Shears, Inc.	Garner	NC	27529	(919) 662-1977
Franklin Square	First Class Clips, #2, LLC	Gastonia	NC	28054	(704) 823-3330
Samarth Plaza	Mascott Industries, Inc.	Gastonia	NC	28052	(704) 853-8181
Union Hudson Crossing	Mascott Industries, Inc.	Gastonia	NC	28054	(704) 864-7221
Memorial Commons	S & S Clips, LLC	Goldsboro	NC	27534	(919) 947-0158
Pinewood Square	S & S Clips, LLC	Goldsboro	NC	27534	(919) 778-8182
Shoppes at RiverCrest	First Class Clips, #14, LLC	Granite Falls	NC	28630	(828) 396-2312
Brittway Shoppes	Southeast Salons, LLC	Greensboro	NC	27406	(336) 274-7755
Cardinal Center	Shear Investments, Inc.	Greensboro	NC	27410	(336) 665-0880
Friendly's Shopping Center	Robinett Enterprises, Inc.	Greensboro	NC	27408	(336) 323-7200
Garden Creek Center	Triangle Holdings, Inc.	Greensboro	NC	27410	(336) 852-3837

Salon Name	Franchisee	City	State/Province	Zip	Phone
		Greensboro	NC	27408	(336) 286-2875
Garden Square Shopping Center	Robinett Enterprises, Inc.	Greensboro	NC	27455	(336) 644-7204
Gunter's Crossing	Shear Investments, Inc.	Greensboro	NC	27455	(336) 286-9300
North Elm Village	Twin Dome, LLC	Greensboro	NC	27407	(336) 323-7383
Sedgefield Village	Shear Investments, Inc.	Greensboro	NC	27410	(336) 292-1188
Shoppes at College Square	Robinett Enterprises, Inc.	Greensboro	NC	27407	(336) 854-1072
Shoppes at Wendover Village	Shear Investments, Inc.	Greenville	NC	27858	(252) 321-3600
Tower 1885 Shoppes	Carolina Clippers, Inc.	Greenville	NC	27834	(252) 756-5808
University Commons	MCPIE, Inc.	Hampstead	NC	28443	(910) 803-2101
Hampstead Town Center	McFreedom, LLC	Harrisburg	NC	28075	(704) 455-7770
Schoolhouse Commons	Southern Clippers, Inc.	Havelock	NC	28532	(252) 463-0044
Sound of Freedom Shoppes	MCPIE, Inc.	Hendersonville	NC	28792	(828) 696-1919
Chadwick Corners Shopping Center	WHETYO, Inc.	Hendersonville	NC	28792	(828) 693-1155
Highlands Square	Saunders Clips, LLC	Hickory	NC	28601	(828) 327-0088
Belle Hollow Shopping Center	Shear Madness, Inc.	Hickory	NC	28602	(828) 345-0903
Hickory Ridge Shopping Center	First Class Clips, #4, LLC	Hickory	NC	28602	(828) 294-2400
Mountain View Marketplace	Longitude, Inc.	High Point	NC	27262	(336) 887-9300
Mainchester Center	Twin Dome, LLC	High Point	NC	27265	(336) 885-4247
Oak Hollow Square	Shear Investments, Inc.	Hillsborough	NC	27278	(919) 644-2547
Hampton Pointe	LCK Enterprises, Inc.	Holly Springs	NC	27540	(919) 567-3131
South Park Village	Triangle Holdings, Inc.	Holly Springs	NC	27540	(919) 387-6657
Sunset Lake	Triangle Holdings, Inc.	Huntersville	NC	28078	(704) 896-2002
Northcross	First Class Clips, #1, LLC	Huntersville	NC	28078	(704) 439-3071
Regency Village	Shear Madness, Inc.	Huntersville	NC	28078	(704) 948-2729
Rosedale Commons	First Class Clips, #5, LLC	Indian Trail	NC	28079	(704) 893-0800
BI-LO Plaza	S & H Clippers, LLC	Indian Trail	NC	28079	(704) 225-9446
Shops at Sun Valley	Longitude, Inc.	Jamestown	NC	27282	(336) 856-2212
Wendover Square	Triangle Holdings, Inc.	Kannapolis	NC	28083	(704) 784-8002
Cloverleaf Plaza	Southern Clippers, Inc.	Kernersville	NC	27284	(336) 992-1141
Kernersville Marketplace	Robinett Enterprises, Inc.	Knightdale	NC	27545	(919) 266-7477
Widewaters Commons	Buccaneer Shears, Inc.	Leland	NC	28451	(910) 371-3920
Waterford Village	McFreedom, LLC	Lewisville	NC	27023	(336) 945-0102
Lewisville Commons	Twin Dome, LLC	Lexington	NC	27292	(336) 224-7088
Lexington Shopping Center	Shear Investments, Inc.	Lincolnton	NC	28092	(704) 748-6949
Lincoln Center	Longitude, Inc.	Locust	NC	28097	(704) 888-4120
Villages at Red Bridge	Mascott Industries, Inc.	Marion	NC	28752	(828) 655-1555
Grandview Station	Donald Elliott	Matthews	NC	28104	(704) 821-0120
Austin Village	Dixie Clippers, Inc.	Matthews	NC	28105	(704) 847-0040
Matthews Corners	MS Clippers, Inc.	Matthews	NC	28105	(704) 845-9463
Plantation Market	Longitude, Inc.	Matthews	NC	28104	(704) 893-2005
Stevens Mill	First Class Clips, #6, LLC	Mebane	NC	27302	(919) 563-5577
Garrett Crossing	Southeast Salons, LLC	Mint Hill	NC	28227	(704) 545-5523
Mint Hill Pavilion	Longitude, Inc.	Mocksville	NC	27028	(336) 753-0808
Mocksville Shopping Center	Twin Dome, LLC	Monroe	NC	28110	(704) 238-9208
Roosevelt Commons	Longitude, Inc.	Moorestville	NC	28117	(704) 799-3221
Byer's Creek	First Class Clips, #13, LLC	Moorestville	NC	28117	(704) 664-7724
Moorestville Gateway	Shear Madness, Inc.	Moorestville	NC	28117	(704) 664-4718
Momison Plantation	First Class Clips, #8, LLC	Morehead City	NC	28557	(252) 247-4247
Governor's Station	MCPIE, Inc.				

Salon Name	Franchisee	City	State/Province	Zip	Phone
Morganton Heights	Longitude, Inc.	Morganton	NC	28655	(828) 438-1775
McCrimmon Corners	Southeast Salons, LLC	Morrisville	NC	27560	(919) 297-0297
Granite Town Center	Triad Sails, Inc.	Mount Airy	NC	27030	(336) 786-4550
Oak Ridge Commons	Shear Investments, Inc.	Oak Ridge	NC	27310	(336) 643-3991
Grandview Plaza	Triad Sails, Inc.	Pfafftown	NC	27040	(336) 922-0466
Brier Creek Commons	Southeast Salons, LLC	Raleigh	NC	27617	(919) 806-3068
Falls Point Shopping Center	Tar Heel Clippers, Inc.	Raleigh	NC	27615	(919) 845-2547
Harvest Plaza	Tar Heel Clippers, Inc.	Raleigh	NC	27615	(919) 845-0340
King's Grant Commons	Premier Clips, LLC	Raleigh	NC	27603	(919) 329-8100
Lynnwood Collections	Bolohan Enterprises, LLC	Raleigh	NC	27612	(919) 845-8939
Middle Creek Commons	Tar Heel Clippers, Inc.	Raleigh	NC	27603	(919) 773-8400
Mission Valley	Triangle Holdings, Inc.	Raleigh	NC	27606	(919) 833-3131
Northridge Shopping Center	Triangle Holdings, Inc.	Raleigh	NC	27609	(919) 878-1964
Pinecrest Pointe	Triangle Holdings, Inc.	Raleigh	NC	27613	(919) 866-1951
Poyner Place	Tar Heel Clippers, Inc.	Raleigh	NC	27616	(919) 790-9606
Shoppes at Bentley Ridge	MCPIE, Inc.	Raleigh	NC	27612	(919) 510-8540
Village at Townridge	Tar Heel Clippers, Inc.	Raleigh	NC	27613	(919) 881-9500
Wakefield Commons	R & K Clips, Inc.	Raleigh	NC	27614	(919) 488-4900
Deep River Crossing	Triangle Holdings, Inc.	Randleman	NC	27317	(336) 495-2547
Cobb Corners Shopping Center	Carolina Clippers, Inc.	Rocky Mount	NC	27804	(252) 937-5000
Alexander Point	Shear Madness, Inc.	Salisbury	NC	28147	(704) 630-0002
Innes Street Market	Southern Clippers, Inc.	Salisbury	NC	28144	(704) 642-1412
Spring Lane Galleria	Dennis Oliver	Sanford	NC	27330	(919) 775-4939
Tramway Crossing	Premier Clips, LLC	Sanford	NC	27330	(919) 718-0304
Shallotte Crossing Shopping Center	McFreedom, LLC	Shallotte	NC	28470	(910) 754-4277
Tidewater Plaza	McFreedom, LLC	Southport	NC	28461	(910) 457-6016
Broad Street Plaza	Darhaleah, Inc.	Statesville	NC	28625	(704) 883-1848
Surf City Crossing	McFreedom, LLC	Surf City	NC	28445	(910) 329-5626
Southgate Plaza	Shear Investments, Inc.	Thomasville	NC	27360	(336) 472-2261
Thomasville Crossing	Manestream LLC	Thomasville	NC	27360	(336) 882-0991
Heritage Station	R & K Clips, Inc.	Wake Forest	NC	27587	(919) 562-1875
Walkertown Commons	Twin Dome, LLC	Walkertown	NC	27051	(336) 595-9777
Cureton Plaza	First Class Clips, #12, LLC	Waxhaw	NC	28173	(704) 843-8334
Village Commons	Dixie Clippers, Inc.	Wesley Chapel	NC	28104	(704) 821-7301
Beau Rivage Market Place	McFreedom, LLC	Wilmington	NC	28412	(910) 397-2778
Hanover Shopping Center	McFreedom, LLC	Wilmington	NC	28403	(910) 362-0054
Long Leaf	McFreedom, LLC	Wilmington	NC	28403	(910) 791-4577
Mayfaire Center	McFreedom, LLC	Wilmington	NC	28405	(910) 509-9739
Monkey Junction Plaza	McFreedom, LLC	Wilmington	NC	28412	(910) 793-5744
Oak Landing	McFreedom, LLC	Wilmington	NC	28411	(910) 681-1522
University Centre	McFreedom, LLC	Wilmington	NC	28403	(910) 392-8146
Gateway Plaza	Carolina Clippers, Inc.	Wilson	NC	27893	(252) 293-0668
Oliver's Crossing	Southeast Salons, LLC	Winston Salem	NC	27127	(336) 784-0903
Whitaker Square	Southeast Salons, LLC	Winston Salem	NC	27106	(336) 760-3166
Cloverdale Shopping Center	Twin Dome, LLC	Winston-Salem	NC	27103	(336) 727-9990
Hanes Point	Twin Dome, LLC	Winston-Salem	NC	27104	(336) 760-9998
North Summit Square	Twin Dome, LLC	Winston-Salem	NC	27105	(336) 377-9990
Youngsville Crossing	Kevin Ward	Youngsville	NC	27596	(919) 556-5666

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Bolohan Enterprises, LLC		NC		
Location to be Determined	Buccaneer Shears, Inc.		NC		
Location to be Determined	Buccaneer Shears, Inc.		NC		
Location to be Determined	Buccaneer Shears, Inc.		NC		
Location to be Determined	Dennis Oliver		NC		
Location to be Determined	Dixie Clippers, Inc.		NC		
Location to be Determined	Dixie Clippers, Inc.		NC		
Location to be Determined	Dixie Clippers, Inc.		NC		
Location to be Determined	Dixie Clippers, Inc.		NC		
Location to be Determined	First Class Clips, Inc.		NC		
Location to be Determined	First Class Clips, Inc.		NC		
Location to be Determined	First Class Clips, Inc.		NC		
Location to be Determined	First Class Clips, Inc.		NC		
Location to be Determined	Mascott Industries, Inc.		NC		
Location to be Determined	MCPIE, Inc.		NC		
Location to be Determined	MCPIE, Inc.		NC		
Location to be Determined	MCPIE, Inc.		NC		
Location to be Determined	MS Clippers, Inc.		NC		
Location to be Determined	MS Clippers, Inc.		NC		
Location to be Determined	MS Clippers, Inc.		NC		
Location to be Determined	MS Clippers, Inc.		NC		
Location to be Determined	MS Clippers, Inc.		NC		
Location to be Determined	MS Clippers, Inc.		NC		
Location to be Determined	R & K Clips, Inc.		NC		
Location to be Determined	Riordan/Longitude, Inc.		NC		
Location to be Determined	Shear Investments, Inc.		NC		
Location to be Determined	Shear Madness, Inc.		NC		
Location to be Determined	Shear Madness, Inc.		NC		
Location to be Determined	Shear Madness, Inc.		NC		
Location to be Determined	Shear Madness, Inc.		NC		
Location to be Determined	Shear Madness, Inc.		NC		
Location to be Determined	Shear Madness, Inc.		NC		
Location to be Determined	Southeast Salons, LLC		NC		
Location to be Determined	Southeast Salons, LLC		NC		
Location to be Determined	Southern Clippers, Inc.		NC		
Location to be Determined	Southern Clippers, Inc.		NC		
Location to be Determined	Timothy Proctor		NC		
Location to be Determined	Triangle Holdings, Inc.		NC		
Location to be Determined	United Clippers, LLC		NC		
Pinehurst Square West	Spice Investment Group, Inc.	Bismarck	ND	58503	(701) 751-4404
Central Marketplace	Spice Investment Group, Inc.	Fargo	ND	58103	(701) 526-0707
Sunmart Center South	Spice Investment Group, Inc.	Fargo	ND	58103	(701) 298-3288
University Town Center	Spice Investment Group, Inc.	Fargo	ND	58102	(701) 297-0858
Marketplace	Spice Investment Group, Inc.	Grand Forks	ND	58201	(701) 792-3266
Southgate Crossing	Beartooth Clippers, Inc.	Minot	ND	58701	(701) 858-1811
Pioneer Center	Spice Investment Group, Inc.	West Fargo	ND	58078	(701) 492-7456
Location to be Determined	Beartooth Clippers, Inc.		ND		
Location to be Determined	Beartooth Clippers, Inc.		ND		

Salon Name	Franchisee	City	State/Province	Zip	Phone
North Ridge Village	QCS, Inc.	Beatrice	NE	68310	(402) 228-6358
Twin Creek Shopping Center	QCS, Inc.	Bellevue	NE	68123	(402) 291-1011
Wolf Creek Plaza	QCS, Inc.	Bellevue	NE	68123	(402) 291-1772
Hayden Place	Bixby, Inc.	Blair	NE	68008	(402) 426-3944
Eagle Run	QCS, Inc.	Grand Island	NE	68803	(308) 384-5282
Brentwood Square	QCS, Inc.	La Vista	NE	68128	(402) 593-8900
50th & O	QCS, Inc.	Lincoln	NE	68510	(402) 489-3040
Andermatt Super WalMart	Snap, Inc.	Lincoln	NE	68526	(402) 325-0318
Edgewood Shopping Center	Jurgens Investments, Inc.	Lincoln	NE	68516	(402) 261-3941
Northview Center	QCS, Inc.	Lincoln	NE	68521	(402) 477-1611
Northwoods Plaza	QCS, Inc.	Lincoln	NE	68505	(402) 486-1177
Supercenter Crossing	This Is It, Inc.	Norfolk	NE	68701	(402) 371-1037
50th and Underwood	QCS, Inc.	Omaha	NE	68132	(402) 556-4999
Aksarben Place	QCS, Inc.	Omaha	NE	68106	(402) 551-0161
Applewood Center	QCS, Inc.	Omaha	NE	68127	(402) 592-4003
Hawthorne Court	QCS, Inc.	Omaha	NE	68135	(402) 891-8200
Hillsborough West Plaza	QCS, Inc.	Omaha	NE	68116	(402) 445-0100
Linden Market	Bixby, Inc.	Omaha	NE	68154	(402) 493-1335
Maple Heights	QCS, Inc.	Omaha	NE	68164	(402) 445-0331
Maple Street	Bixby, Inc.	Omaha	NE	68134	(402) 399-8288
Pepperwood Village	QCS, Inc.	Omaha	NE	68154	(402) 493-4790
Plaza North II	QCS, Inc.	Omaha	NE	68134	(402) 572-6349
Walnut Grove	Bixby, Inc.	Omaha	NE	68137	(402) 896-2030
Western Springs SC	QCS, Inc.	Omaha	NE	68130	(402) 333-0792
Whispering Ridge	QCS, Inc.	Omaha	NE	68116	(402) 289-1833
Monarch Plaza	QCS, Inc.	Papillion	NE	68046	(402) 339-1646
Pavillion South	Cowboy Clippers, Inc.	Scottsbluff	NE	69361	(308) 632-2167
Location to be Determined	Snap, Inc.		NE		
Location to be Determined	Snap, Inc.		NE		
Location to be Determined	Snap, Inc.		NE		
Location to be Determined	Snap, Inc.		NE		
Bedford Grove	O'Rourke Clips, LLC	Bedford	NH	03110	(603) 627-0887
Concord Target Plaza	True North Clippers, Inc.	Concord	NH	03301	(603) 227-1145
55 East Broadway	T&J Noury Enterprises, LLC	Derry	NH	03038	(603) 965-4465
Shaw's Plaza	Great Clips, Inc.	Dover	NH	03820	(603) 749-0117
Brickyard Square	O'Rourke Clips, LLC	Epping	NH	03042	(603) 679-3444
Exeter Commons	Shear Delight Enterprises, LLC	Exeter	NH	03833	(603) 583-5460
Hudson Mall	T&J Noury Enterprises, LLC	Hudson	NH	03051	(603) 889-0877
TJ Maxx Plaza	T&J Noury Enterprises, LLC	Manchester	NH	03103	(603) 627-0055
Green Fall Marketplace	T&J Noury Enterprises, LLC	Nashua	NH	03063	(603) 459-8510
State Line Plaza	Shear Delight Enterprises, LLC	Plaistow	NH	03865	(603) 382-1100
Rochester Crossing	True North Clippers, Inc.	Rochester	NH	03839	(603) 948-1145
Rockingham Mall	Shear Delight Enterprises, LLC	Salem	NH	03079	(603) 893-6300
Aberdeen	Hair-We-R, LLC	Aberdeen	NJ	07747	(732) 765-9000
Allendale Town Center	VSCUBE, LLC	Allendale	NJ	07401	(201) 962-2046
Audubon Crossings	Folk Design Group, LLC	Audubon	NJ	08106	(856) 546-7222
South Cove Commons	Sainar Klips, LLC	Bayonne	NJ	07002	(201) 823-2500
Hills Village Center	Two Plus Two Enterprises, LLC	Bedminster	NJ	07921	(908) 719-7800



Salon Name	Franchisee	City	State/Province	Zip	Phone
Bound Brook	McClips, LLC	Bound Brook	NJ	08805	(732) 868-0220
Bridgewater Town Center	Amy Enterprises Holding Group, LLC	Bridgewater	NJ	08807	(908) 725-2202
Garden Street Plaza	JFW Enterprise LLC	Carlstadt	NJ	07072	(201) 438-2500
North Mall Plaza	Folk Design Group, LLC	Cherry Hill	NJ	08002	(856) 488-0140
Chester Springs	ClipSmart, LLC	Chester	NJ	07930	(908) 955-4475
Walmart Plaza	The Mill Towne Clipper LLC	Clinton	NJ	08809	(908) 238-0444
Denville Square	Yellow Bull, LLC	Denville	NJ	07834	(862) 209-4535
Deptford Landing	Kevin Herman	Deptford	NJ	08096	(856) 848-3100
Stop and Shop	Sanbarker Enterprises, LLC	Dumont	NJ	07628	(201) 244-8680
Midstate Mall	JZ Holdings, Inc.	East Brunswick	NJ	08816	(732) 390-9233
Target Shopping Center	JRL Ventures, LLC.	East Hanover	NJ	07936	(973) 781-0088
East Windsor Town Center	Princeton Great Cuts, LLC	East Windsor	NJ	08520	(609) 448-6800
Edgewater Harbor	Kasak Edgewater LLC	Edgewater	NJ	07020	(201) 840-9999
Festival Plaza	Shearmagic Kutz, LLC	Edison	NJ	08817	(732) 325-9177
Genuardi's Plaza	Emance, Inc.	Egg Harbor Township	NJ	08234	(609) 272-0054
Downtown Fair Lawn	Sanbarker Enterprises, LLC	Fair Lawn	NJ	07410	(201) 791-9500
Shoppes at Flemington	Flemington Clips, LLC	Flemington	NJ	08822	(908) 284-9700
Franklin Crossing	Rothman Global Services, Inc.	Franklin Lakes	NJ	07417	(201) 485-8188
Mount's Comer Shopping Center	Foresight, LLC	Freehold	NJ	07728	(732) 294-0445
Sunrise Plaza	Emance, Inc.	Galloway	NJ	08205	(609) 404-0111
Mews at Garwood	McClips, LLC	Garwood	NJ	07027	(908) 264-8721
Hamilton Marketplace	Princeton Great Cuts, LLC	Hamilton	NJ	08691	(609) 581-9994
Boro Center	Amy Enterprises of Hillsborough, LLC	Hillsborough	NJ	08844	(908) 262-7090
Holmdel Towne Center	DMST, LLC	Holmdel	NJ	07733	(732) 671-4100
Howell Commons	Sanskar Sanskriti, LLC	Howell	NJ	07731	(732) 730-1003
Lacey Mall	J&O Fishy Clips, LLC	Lanoka Harbor	NJ	08734	(609) 242-1600
Aviation Plaza	McClips, LLC	Linden	NJ	07036	(908) 474-1133
Lodi Mid Towne Plaza	Tricut, LLC	Lodi	NJ	07644	(973) 470-8400
Village Center SC	DSD Holdings, Inc.	Logan Township	NJ	08085	(856) 467-6831
Madison	Madison Clips, LLC	Madison	NJ	07940	(973) 295-6060
Manahawkin Commons	Emance Two, LLC	Manahawkin	NJ	08050	(609) 978-9978
Wall Towne Center	Exit 98 Enterprises, LLC	Manasquan	NJ	08736	(732) 223-2811
Marketplace at Manville	Sanskar Sanskriti, LLC	Manville	NJ	08835	(908) 707-0006
Village at the Greens	Hair For You, Inc.	Marlton	NJ	08053	(856) 985-1900
Cross Keys Shopping Center	Lorraine Stockburger	Medford	NJ	08055	(609) 975-8281
Clover Square Shopping Center	J&O Fishy Clips, LLC	Mercerville	NJ	08619	(609) 631-7474
Metuchen Downtown	McClips, LLC	Metuchen	NJ	08840	(732) 549-1211
Lowe's Center	LMDP Enterprises, LLC	Morganville	NJ	07751	(732) 972-0100
Morris Plains Plaza	GC Of Morris Plains, LLC	Morris Plains	NJ	07950	(973) 917-4472
Centeron Shopping Center	Folk Design Group, LLC	Mount Laurel	NJ	08054	(856) 235-2208
East Gate Square	Folk Design Group, LLC	Mount Laurel	NJ	08054	(856) 222-0377
Seven Eleven Shopping Center	Hair For You, Inc.	Mount Laurel	NJ	08054	(856) 235-0734
Sussex County Mall	ClipStar, LLC	Newton	NJ	07860	(973) 300-0441
Arlington Plaza	VHPY, LLC	North Arlington	NJ	07031	(551) 580-7623
Columbia Park Center	Sainar Klips, LLC	North Bergen	NJ	07047	(201) 766-9200
Commerce Center	Sanskar, LLC	North Brunswick	NJ	08902	(732) 658-1800
Northvale Square	AD Clippers, Inc.	Northvale	NJ	07647	(201) 564-7888
Ridge Plaza	Tehama Enterprises, Inc.	Oak Ridge	NJ	07438	(973) 874-0412

Salon Name	Franchisee	City	State/Province	Zip	Phone
Pennington Shopping Center	Emance Two, LLC	Pennington	NJ	08534	(609) 303-0012
Plainsboro Village Center	WebSoul, Inc.	Plainsboro	NJ	08536	(609) 750-0020
Nassau Park	Princeton Great Cuts, LLC	Princeton	NJ	08540	(609) 750-1777
Princeton Shopping Center	Sanskar, LLC	Princeton	NJ	08540	(609) 924-1118
Grande Shopping Center	Emance, Inc.	Rio Grande	NJ	08242	(609) 463-0080
Riverdale Square	Thomas Tuite	Riverdale	NJ	07457	(973) 513-9447
Cross Keys Place	Exit 98 Enterprises, LLC	Sewell	NJ	08080	(856) 740-0091
Mantua Square	Exit 98 Enterprises, LLC	Sewell	NJ	08080	(856) 415-7774
Short Hills Plaza	Joy Vaz	Short Hills	NJ	07078	(973) 218-6230
Shrewsbury Plaza	J&O Fishy Clips, LLC	Shrewsbury	NJ	07702	(732) 460-0304
Town Square	Exit 98 Enterprises, LLC	Sicklerville	NJ	08081	(856) 740-9004
Montgomery	Sanskriti, LLC	Skillman	NJ	08558	(609) 921-8221
Cooper Towne Center	Misu, LLC	Somerdale	NJ	08083	(856) 782-7700
Hadley Shopping Center	Kasak South Plainfield, LLC	South Plainfield	NJ	07080	(908) 222-7099
Oak Park Commons	Plainfield Clippers, Inc.	South Plainfield	NJ	07080	(908) 222-1110
Roxbury Mall	Blue Spyder Holdings, LLC	Succasunna	NJ	07876	(973) 584-8000
Toms River Center	J&O Fishy Clips, LLC	Toms River	NJ	08753	(732) 797-1700
Tri-City Plaza	Emance Three, LLC	Toms River	NJ	08755	(732) 276-8162
Millburn Village	NJ Clippers, LLC	Vauxhall	NJ	07088	(908) 258-0795
Vineland Crossing	Kevin Herman	Vineland	NJ	08360	(856) 839-0796
Cedar Hill	AJ Clips, LLC	Voorhees	NJ	08043	(856) 753-8808
Waretown Town Center	J&O Fishy Clips, LLC	Waretown	NJ	08758	(609) 242-2900
Gateway East	Sanskar Sanskriti, LLC	Warren	NJ	07059	(908) 251-5139
Watchung Square Mall	Two Plus Two Enterprises, LLC	Watchung	NJ	07069	(908) 412-0606
Plaza Square	VSCUBE2, LLC	Wayne	NJ	07470	(973) 942-6444
West Deptford ShopRite	Exit 98 Enterprises, LLC	West Deptford	NJ	08096	(856) 681-2171
Monmouth Consumer Center	Hair-We-R, LLC	West Long Branch	NJ	07764	(732) 542-1400
Lenox Plaza	C2 Lenox, LLC	Woodland Park	NJ	07424	(973) 638-1616
Location to be Determined	AGP Salons, Inc.		NJ		
Location to be Determined	AGP Salons, Inc.		NJ		
Location to be Determined	Aleem Hayat		NJ		
Location to be Determined	Bilker/JRL Ventures, LLC		NJ		
Location to be Determined	CATCO Holdings LLC		NJ		
Location to be Determined	CATCO Holdings LLC		NJ		
Location to be Determined	Chintamani Cuts, LLC		NJ		
Location to be Determined	ClipShine, LLC		NJ		
Location to be Determined	ClipStar, LLC		NJ		
Location to be Determined	Commisso/McClips, LLC		NJ		
Location to be Determined	Cornerstone Investment Group, Inc.		NJ		
Location to be Determined	Crystal Point Solutions Ventures, Inc.		NJ		
Location to be Determined	Crystal Point Solutions Ventures, Inc.		NJ		
Location to be Determined	Crystal Point Solutions Ventures, Inc.		NJ		
Location to be Determined	Cutting Edge Clippers, Inc.		NJ		
Location to be Determined	Cutting Edge Clippers, Inc.		NJ		
Location to be Determined	Doug Mendenhall		NJ		
Location to be Determined	Exit 98 Enterprises, LLC		NJ		
Location to be Determined	Karen Abrams		NJ		
Location to be Determined	Khanna/JRL Ventures		NJ		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Lainia Bohen		NJ		
Location to be Determined	Lainia Bohen		NJ		
Location to be Determined	Lainia Bohen		NJ		
Location to be Determined	Little Buddy Clips LLC		NJ		
Location to be Determined	Manhar Hair Clips, LLC		NJ		
Location to be Determined	MANS, LLC		NJ		
Location to be Determined	McBride/Sanskar Princeton, LLC		NJ		
Location to be Determined	McClips, LLC		NJ		
Location to be Determined	McClips, LLC		NJ		
Location to be Determined	Mohan Krishnamurti		NJ		
Location to be Determined	PVM Consulting, LLC		NJ		
Location to be Determined	Sanbarker Enterprises, LLC		NJ		
Location to be Determined	Sand 1, LLC		NJ		
Location to be Determined	Shilpa Kulkarni		NJ		
Location to be Determined	Sinha/Princeton Great Cuts, LLC		NJ		
Location to be Determined	Snappy Snips LLC/Princeton Great Cuts, LLC		NJ		
Location to be Determined	Tehama Enterprises, Inc.		NJ		
Location to be Determined	Thomas Tuite		NJ		
Location to be Determined	Thomas Tuite		NJ		
Location to be Determined	Tricut, LLC		NJ		
Location to be Determined	Tricut, LLC		NJ		
Location to be Determined	Tricut, LLC		NJ		
Location to be Determined	Tricut, LLC		NJ		
Location to be Determined	Uday Sawant		NJ		
Location to be Determined	Varun Malhotra		NJ		
Location to be Determined	VHPY, LLC		NJ		
Location to be Determined	VHPY, LLC		NJ		
Location to be Determined	Yang/Tang/Kulkarni		NJ		
Location to be Determined	Yellow Bull, LLC/Gutkin		NJ		
Fiesta Plaza	Two Tees Mechanical, Inc.	Albuquerque	NM	87110	(505) 872-4247
High Desert	Kokopelli New Mexico, Inc.	Albuquerque	NM	87111	(505) 292-9888
La Cueva Town Center	Kokopelli New Mexico, Inc.	Albuquerque	NM	87113	(505) 798-1999
Market Center East	Animas Associates, Inc.	Albuquerque	NM	87112	(505) 323-7900
Riverside Plaza	Kokopelli New Mexico, Inc.	Albuquerque	NM	87120	(505) 897-4247
The Plaza at Cottonwood	Kokopelli New Mexico, Inc.	Albuquerque	NM	87114	(505) 899-7393
Ventana Ranch	Kokopelli New Mexico, Inc.	Albuquerque	NM	87114	(505) 890-5597
Star Plaza	Animas Associates, Inc.	Farmington	NM	87402	(505) 327-4911
Los Lunas	Kokopelli New Mexico, Inc.	Los Lunas	NM	87031	(505) 866-4247
Enchanted Hills SC	Two Tees Mechanical, Inc.	Rio Rancho	NM	87144	(505) 771-2833
Coronado Center	Animas Associates, Inc.	Santa Fe	NM	87505	(505) 984-3037
De Vargas Center Mall	Animas Associates, Inc.	Santa Fe	NM	87501	(505) 955-9944
San Isidro Plaza	Animas Associates, Inc.	Santa Fe	NM	87507	(505) 424-3344
Location to be Determined	Animas Associates, Inc.		NM		
Location to be Determined	David Aragon		NM		
Location to be Determined	Kokopelli New Mexico, Inc.		NM		
Location to be Determined	Patel Group, LLC		NM		
Location to be Determined	Two Tees Mechanical, Inc.		NM		
Location to be Determined	Cha Ching, Inc.	Carson City	NV	89706	(775) 884-9933

Salon Name	Franchisee	City	State/Province	Zip	Phone
Smith's Shopping Center	Above the Head, LLC	Dayton	NV	89403	(775) 246-5252
Chisholm Crossing	Above the Head, LLC	Fernley	NV	89408	(775) 575-7770
Horizon and Horizon	Sukhbir Pannu	Henderson	NV	89002	(702) 221-7110
Horizon Towne Center	Sukhbir Pannu	Henderson	NV	89015	(702) 248-7110
Pebble Market Place	Nugent, LLC	Henderson	NV	89074	(702) 778-3777
Sunset	Nugent, LLC	Henderson	NV	89014	(702) 454-8700
Alamosa Plaza	Beetee #2, LLC	Las Vegas	NV	89121	(702) 369-2479
Alta Mira Plaza	Nugent, LLC	Las Vegas	NV	89130	(702) 395-9736
Blue Diamond Ranch Center	Nugent, LLC	Las Vegas	NV	89139	(702) 260-6404
Centennial Gateway	Nugent, LLC	Las Vegas	NV	89149	(702) 331-4433
Center Point Plaza	Nugent, LLC	Las Vegas	NV	89135	(702) 228-7065
Cheyenne Commons	VGURU, LLC	Las Vegas	NV	89108	(702) 534-7540
Craig Marketplace	VGURU, LLC	Las Vegas	NV	89129	(702) 396-0013
Montecito Marketplace	Nugent, LLC	Las Vegas	NV	89149	(702) 658-9000
Northshore Plaza	Nugent, LLC	Las Vegas	NV	89129	(702) 839-4030
Rainbow and Warm Springs	VGURU, LLC	Las Vegas	NV	89139	(702) 233-3377
Rhodes Ranch Town Center	Nugent, LLC	Las Vegas	NV	89113	(702) 895-8555
Sea Breeze Village	VGURU, LLC	Las Vegas	NV	89128	(702) 341-7490
Serene Plaza	Sukhbir Pannu	Las Vegas	NV	89123	(702) 795-7110
Silverado Ranch Village	Sukhbir Pannu	Las Vegas	NV	89183	(702) 897-7110
Smith's Center	Nugent, LLC	Las Vegas	NV	89147	(702) 255-7969
Southern Highlands Marketplace	Nugent, LLC	Las Vegas	NV	89141	(702) 438-5967
St. Rose (South Fork)	Sukhbir Pannu	Las Vegas	NV	89183	(702) 362-7110
The Lakes	VGURU, LLC	Las Vegas	NV	89117	(702) 804-5711
Trop & Jones Towne Center	Nugent, LLC	Las Vegas	NV	89103	(702) 227-7403
Windmill	Nugent, LLC	Las Vegas	NV	89123	(702) 269-6388
Winterwood Pavilion	Beetee #2, LLC	Las Vegas	NV	89104	(702) 432-9192
Aliante	Nugent, LLC	North Las Vegas	NV	89084	(702) 387-9996
Craig and Simmons	VGURU, LLC	North Las Vegas	NV	89032	(702) 737-3073
Park Central Plaza	VGURU, LLC	North Las Vegas	NV	89081	702-220-7701
Simmons Centre	Nugent, LLC	North Las Vegas	NV	89031	(702) 396-6390
Canyon Center	Cha Ching, Inc.	Reno	NV	89503	(775) 746-0888
Double Diamond	Cha Ching, Inc.	Reno	NV	89521	(775) 851-8437
Fire Creek Crossing	Cha Ching, Inc.	Reno	NV	89509	(775) 827-2211
Galena Junction	Cha Ching, Inc.	Reno	NV	89511	(775) 852-2455
D'Andrea Pointe	Cha Ching, Inc.	Sparks	NV	89436	(775) 358-5130
Spanish Springs	Cha Ching, Inc.	Sparks	NV	89441	(775) 425-8080
Location to be Determined	Appleyard/Nugent, LLC		NV		
Location to be Determined	Esmail/Nugent, LLC		NV		
Location to be Determined	H Y D, Inc./VGURU, LLC		NV		
Location to be Determined	Lay/Nugent, LLC		NV		
Location to be Determined	Nugent, LLC		NV		
Location to be Determined	Nugent, LLC		NV		
Location to be Determined	Nugent, LLC		NV		
Location to be Determined	Nugent, LLC		NV		
Location to be Determined	Nugent, LLC		NV		
Location to be Determined	Sender/Nugent, LLC		NV		
Location to be Determined	Sukhbir Pannu		NV		
Location to be Determined	VGURU, LLC		NV		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	VGURU, LLC		NV		
Location to be Determined	VGURU, LLC		NV		
Location to be Determined	Watkins/VGURU, LLC		NV		
Airmont Colonial Square	Perfect Xpress Cuts Corp.	Airmont	NY	10952	(845) 369-1933
Somers Commons	Donato Vaccaro	Baldwin Place	NY	10505	(914) 519-6040
McKinley/Highland	JELEA Enterprises, Inc.	Blasdell	NY	14219	(716) 822-8280
Towne Center	Kaycee Salons, LLC	Canandaigua	NY	14424	(585) 394-6344
Transit-Madeira Target Plaza	JELEA Enterprises, Inc.	Depew	NY	14043	(716) 608-7620
Tops Plaza	JELEA Enterprises, Inc.	East Amherst	NY	14051	(716) 688-8111
Shoprite Plaza	Doug Mendenhall	Monroe	NY	10950	(845) 395-0567
Mount Kisco Commons	MANS, LLC	Mount Kisco	NY	10549	(914) 666-2500
Massapequa Plaza	CATCO Holdings LLC	N Massapequa	NY	11758	(516) 798-1500
New City Stop and Shop Center	Comerstone Investment Group, Inc.	New City	NY	10956	(845) 634-1370
Newburgh Towne Center	AGP Salons, Inc.	Newburgh	NY	12550	(845) 245-4626
Wegmans Plaza	You People, Inc.	Niagara Falls	NY	14304	(716) 205-8518
Crossroads Centre	DK Friend Holdings, Inc.	Orchard Park	NY	14127	(716) 677-9600
Arcadian Shopping Center	Manhar Hair Clips, LLC	Ossining	NY	10562	(914) 432-8982
Parkside Commons	ACANA Clips, Inc.	Penfield	NY	14526	(585) 388-6828
Market Square	ACANA Clips, Inc.	Rochester	NY	14623	(585) 292-0026
Top's Brighton Plaza	Upstate Salons Ltd	Rochester	NY	14618	(585) 319-4811
Evergreen Plaza	Cutting Edge Clippers, Inc.	Staten Island	NY	10308	(718) 966-0689
Boulevard Place	You People, Inc.	Tonawanda	NY	14150	(716) 908-7147
Lake Ridge Plaza	AFTAB, Inc.	Valley Cottage	NY	10989	(845) 507-0048
Webster Crossing	ACANA Clips, Inc.	Webster	NY	14580	(585) 872-7625
Shops at Main Transit	JELEA Enterprises, Inc.	Williamsville	NY	14221	(716) 630-6400
Location to be Determined	ACANA Clips, Inc.		NY		
Location to be Determined	ACANA Clips, Inc.		NY		
Location to be Determined	DK Friend Holdings, Inc.		NY		
Location to be Determined	JELEA Enterprises, Inc.		NY		
Location to be Determined	Kaycee Salons, LLC		NY		
Location to be Determined	Kaycee Salons, LLC		NY		
Location to be Determined	Kaycee Salons, LLC		NY		
Location to be Determined	Upstate Salons Ltd		NY		
Location to be Determined	Upstate Salons Ltd		NY		
Location to be Determined	You People, Inc.		NY		
Arlington Ridge	CSJ Ventures, Inc.	Akron	OH	44312	(330) 645-6288
Carlet Plaza	Kathryn Rooney	Akron	OH	44312	(330) 784-5171
Buckeye Market Place	Tagliare Enterprises, Inc.	Alliance	OH	44601	(330) 821-6200
Amelia Center	Shear Winds, Inc.	Amelia	OH	45102	(513) 753-1700
Deerfield Town Center	ACM Clips, Inc.	Amherst	OH	44001	(440) 984-3433
Amberwood Plaza	Tagliare Enterprises, Inc.	Ashland	OH	44805	(419) 282-6000
Barrington Town Square	ZAMP Enterprises, Inc.	Aurora	OH	44202	(330) 562-6336
Austintown Place	The 220 Group, Ltd	Austintown	OH	44515	(330) 792-0062
French Creek Square	Hyland Properties, LLC	Avon	OH	44011	(440) 934-7734
Avon Lake	ACM Clips, Inc.	Avon Lake	OH	44012	(440) 933-2755
Beavercreek Plaza	R.L.O., Inc.	Beavercreek	OH	45434	(937) 426-4207
Beavercreek Towne Centre	R.L.O., Inc.	Beavercreek	OH	45324	(937) 431-0766
Bellefontaine Plaza	R.L.O., Inc.	Bellefontaine	OH	43311	(937) 599-1100

Salon Name	Franchisee	City	State/Province	Zip	Phone
Berea Shopping Center	Demer Holdings Group, Inc.	Berea	OH	44017	(440) 260-0227
Bexley Retail	StyleTech Corporation	Bexley	OH	43209	(614) 237-8721
City Center	Future Growth Enterprises, Inc.	Blue Ash	OH	45242	(513) 793-1700
Presidential Square	Oakpoint Partners, Inc.	Boardman	OH	44512	(330) 758-5544
Bowling Green Center	R.L.O., Inc.	Bowling Green	OH	43402	(419) 352-1745
Brecksville Shopping Center	SCBC, Inc.	Brecksville	OH	44141	(440) 526-1444
Broadview Heights Plaza	Oakpoint Partners, Inc.	Broadview Heights	OH	44147	(440) 740-0246
Brook Park	Oakpoint Partners, Inc.	Brook Park	OH	44142	(216) 433-0027
Ridge Park Square	Ratcliff Enterprises Ohio, Inc./Cathcart	Brooklyn	OH	44144	(216) 661-8500
Brunswick Town Center	R.L.O., Inc.	Brunswick	OH	44212	(330) 220-9064
Gender Towne Center	StyleTech Corporation	Canal Winchester	OH	43110	(614) 833-0730
Meijer Shopping Center	StyleTech Corporation	Canal Winchester	OH	43110	(614) 833-9000
Westford Commons	The 220 Group, Ltd	Canfield	OH	44406	(330) 533-7500
Belden Square	ZAMP Enterprises, Inc.	Canton	OH	44718	(330) 493-4200
Country Fair Plaza	R.L.O., Inc.	Canton	OH	44708	(330) 456-0389
Perry Town Center	R.L.O., Inc.	Canton	OH	44708	(330) 479-1160
Centerville Place	R.L.O., Inc.	Centerville	OH	45458	(937) 435-2740
Cross Pointe Centre	R.L.O., Inc.	Centerville	OH	45459	(937) 312-9353
McFarland's Corners	DMK Holdings, Inc	Chagrin Falls	OH	44023	(440) 543-9703
Chillicothe Plaza	Cincy Clips, Inc.	Chillicothe	OH	45601	(740) 772-5477
Anderson Beechmont	Cincy Clips, Inc.	Cincinnati	OH	45255	(513) 233-2547
Beechmont Center	Future Growth Enterprises, Inc.	Cincinnati	OH	45230	(513) 232-0600
Blue Ash Commons	Future Growth Enterprises, Inc.	Cincinnati	OH	45236	(513) 936-9444
Cherry Grove Plaza	Cincy Clips, Inc.	Cincinnati	OH	45255	(513) 688-0100
Colerain Hills Shopping Center	Shear Force Enterprises, Inc.	Cincinnati	OH	45239	(513) 729-2855
Eastgate Crossing	Shear Winds, Inc.	Cincinnati	OH	45245	(513) 943-1500
Eastgate Square	Shear Winds, Inc.	Cincinnati	OH	45245	(513) 752-2500
Governor's Plaza	Cutting Edge Development, LLC	Cincinnati	OH	45249	(513) 683-4777
Harpers Station	East West Cutters, Inc.	Cincinnati	OH	45249	(513) 489-4448
Hyde Park Plaza	Future Growth Enterprises, Inc.	Cincinnati	OH	45209	(513) 321-2887
Mariemont	Cutting Edge Development, LLC	Cincinnati	OH	45227	(513) 561-4010
Meijer's Harrison	Shear Force Enterprises, Inc.	Cincinnati	OH	45247	(513) 598-1805
Norwood - Meijer	U Clips, Inc.	Cincinnati	OH	45209	(513) 924-0541
Park Plaza	Shear Winds, Inc.	Cincinnati	OH	45245	(513) 752-2890
Shoppes of Evendale	Future Growth Enterprises, Inc.	Cincinnati	OH	45241	(513) 936-9450
Springdale Plaza	Cincy Clips, Inc.	Cincinnati	OH	45246	(513) 671-1427
Stonecreek Center	Shear Force Enterprises, Inc.	Cincinnati	OH	45251	(513) 923-2888
Taylor Creek Retail Center	Shear Force Enterprises, Inc.	Cincinnati	OH	45247	(513) 353-2547
U Square	East West Cutters, Inc.	Cincinnati	OH	45219	(513) 453-2074
Western Village	Shear Force Enterprises, Inc.	Cincinnati	OH	45211	(513) 481-1553
White Oak	Queen City Clippers, Ltd.	Cincinnati	OH	45247	(513) 245-2947
Winton Road Retail Center	Queen City Clippers, Ltd.	Cincinnati	OH	45231	(513) 522-2547
Circleville Plaza	Cincy Clips, Inc.	Circleville	OH	43113	(740) 474-5961
Hoke Crossing	Eckert, Inc.	Clayton	OH	45315	(937) 832-1454
Kamm's Corners	SCBC, Inc.	Cleveland	OH	44111	(216) 688-1330
Steelyard Commons	Demer Holdings Group, Inc.	Cleveland	OH	44109	(216) 661-5420
Cleves	M-Class Clippers, LLC	Cleves	OH	45002	(513) 353-5547
East Point Crossing	StyleTech Corporation	Columbus	OH	43213	(614) 522-0007

Salon Name	Franchisee	City	State/Province	Zip	Phone
Easton Square	KLK Haircutters, Inc.	Columbus	OH	43219	(614) 475-0500
Georgesville Square	StyleTech Corporation	Columbus	OH	43228	(614) 878-6885
Graceland	LaVenture, Inc.	Columbus	OH	43214	(614) 430-8788
Grandview	StyleTech Corporation	Columbus	OH	43212	(614) 586-1072
Lincoln Village	StyleTech Corporation	Columbus	OH	43228	(614) 870-7295
Olentangy Plaza	StyleTech Corporation	Columbus	OH	43214	(614) 442-6988
Polaris Town Center	Tillery Salons, Inc.	Columbus	OH	43240	(614) 430-8760
Sun Center	LaVenture, Inc.	Columbus	OH	43235	(614) 717-2727
Thurber Village Shopping Center	LaVenture, Inc.	Columbus	OH	43215	(614) 224-9279
University Plaza	StyleTech Corporation	Columbus	OH	43202	(614) 586-0336
Upper Arlington	LaVenture, Inc.	Columbus	OH	43220	(614) 459-4880
Shops at Millenium	Oakpoint Partners, Inc.	Cortland	OH	44410	(330) 847-9500
Deville Center	R.L.O., Inc.	Coshocton	OH	43812	(740) 623-0777
Chapel Hill Plaza	Shear Talent, Inc.	Cuyahoga Falls	OH	44221	(330) 945-7273
Eastown Shopping Center	R.L.O., Inc.	Dayton	OH	45432	(937) 254-4882
South Towne Center	Eckert, Inc.	Dayton	OH	45459	(937) 428-7849
Southern Hills Plaza	Gem City Clips, LLC	Dayton	OH	45439	(937) 298-1933
York Commons	R.L.O., Inc.	Dayton	OH	45414	(937) 264-0442
Defiance Meijer	Classy Clips, LLC	Defiance	OH	43512	(419) 782-0612
Delaware Community Plaza	Tillery Salons, Inc.	Delaware	OH	43015	(740) 362-4547
Westfield Plaza	Tillery Salons, Inc.	Delaware	OH	43015	(740) 362-6665
Delhi Shopping Center	Shear Force Enterprises, Inc.	Delhi Township	OH	45238	(513) 347-3566
Plaza at Dover	R.L.O., Inc.	Dover	OH	44622	(330) 602-4401
Avery Square	Tillery Salons, Inc.	Dublin	OH	43016	(614) 336-9886
North Bridge Plaza	Tillery Salons, Inc.	Dublin	OH	43016	(614) 210-0180
Sawmill Marketplace	LaVenture, Inc.	Dublin	OH	43016	(614) 764-8893
Preble Crossing	R.L.O., Inc.	Eaton	OH	45320	(937) 456-3030
Chestnut Commons	ACM Clips, Inc.	Elyria	OH	44035	(440) 366-0244
Shoppes of Englewood	Eckert, Inc.	Englewood	OH	45322	(937) 836-8899
The Shoppes at Valley Greene	Eckert, Inc.	Fairborn	OH	45324	(937) 879-9747
Gilmore Square	RDFM, Inc.	Fairfield	OH	45014	(513) 860-2547
Village Green	Shear Force Enterprises, Inc.	Fairfield	OH	45014	(513) 858-2855
Fairlawn Town Centre	Tagliare Enterprises, Inc.	Fairlawn	OH	44333	(330) 869-5301
Westgate Plaza	Demer Holdings Group, Inc.	Fairview Park	OH	44126	(440) 333-5910
Independence Square	KLK Haircutters, Inc.	Findlay	OH	45840	(419) 424-1300
Meijer	KLK Haircutters, Inc.	Findlay	OH	45840	(419) 422-1300
Laynecrest Plaza	Cincy Clips, Inc.	Franklin	OH	45005	(937) 704-0661
Liberty Square	Classy Clips, LLC	Fremont	OH	43420	(419) 355-9070
Hunters Ridge Plaza	Tillery Enterprises, Inc.	Gahanna	OH	43230	(614) 471-9180
Vista Plaza	Tillery Enterprises, Inc.	Gahanna	OH	43230	(614) 478-3828
Galloway Crossing	Ritchie Salons, Inc.	Galloway	OH	43119	(614) 870-0520
Vista Way	S & D Miracles, LLC	Garfield Heights	OH	44125	(216) 581-3561
Shoppes at Greenville	R.L.O., Inc.	Greenville	OH	45331	(937) 547-0010
Buckeye Grove	StyleTech Corporation	Grove City	OH	43123	(614) 801-0295
Parkway Centre	LaVenture, Inc.	Grove City	OH	43123	(614) 539-4733
Walnut Creek	StyleTech Corporation	Groveport	OH	43125	(614) 836-7373
Hamilton-Gunn Eden	Shear Innovations, LLC	Hamilton	OH	45013	(513) 892-1111
Indian Springs	Shear Innovations, LLC	Hamilton	OH	45011	(513) 895-0067

Salon Name	Franchisee	City	State/Province	Zip	Phone
Shoppes at Hamilton	MJ Clips, Inc.	Hamilton	OH	45011	(513) 737-0800
Harrison	Michael McCord	Harrison	OH	45030	(513) 367-0004
Southgate Plaza	Tillery Enterprises, Inc.	Heath	OH	43056	(740) 522-3003
Market at Hilliard	Tillery Salons, Inc.	Hilliard	OH	43026	(614) 876-5664
Mill Run	Tillery Salons, Inc.	Hilliard	OH	43026	(614) 527-9390
Sauner Square	Cincy Clips, Inc.	Hillsboro	OH	45133	(937) 393-0166
Spring Meadows	Classy Clips, LLC	Holland	OH	43528	(419) 867-0303
Cloud Park Plaza	R.L.O., Inc.	Huber Heights	OH	45424	(937) 236-3001
North Heights Plaza	Eckert, Inc.	Huber Heights	OH	45424	(937) 237-8122
Sulpher Grove	Eckert, Inc.	Huber Heights	OH	45424	(937) 236-3038
Hudson	The 220 Group, Ltd	Hudson	OH	44236	(330) 653-3090
Kyber Run Shopping Center	Tillery Enterprises, Inc.	Johnstown	OH	43031	(740) 966-0212
Meadowview Square	Donald Herbert	Kent	OH	44240	(330) 673-3383
Kenton Ridge	R.L.O., Inc.	Kenton	OH	43326	(419) 673-0444
Kentshire Plaza	R.L.O., Inc.	Kettering	OH	45440	(937) 436-0110
Kettering Towne Center	Gem City Clips, LLC	Kettering	OH	45420	(937) 294-8633
Lakewood	SCBC, Inc.	Lakewood	OH	44107	(216) 226-5250
Shops at Ety Village	StyleTech Corporation	Lancaster	OH	43130	(740) 654-2543
Lebanon Shopping Center	Eckert, Inc.	Lebanon	OH	45036	(513) 934-4433
Northpointe Plaza	Tillery Salons, Inc.	Lewis Center	OH	43035	(740) 657-8183
Liberty Center	Eckert, Inc.	Liberty Township	OH	45011	(513) 893-6666
Liberty Commons	RDFM, Inc.	Liberty Township	OH	45044	(513) 759-9559
The Shops on Elida	R.L.O., Inc.	Lima	OH	45805	(419) 228-9583
Walmart East Plaza	R.L.O., Inc.	Lima	OH	45804	(419) 224-3823
Logan Commons	StyleTech Corporation	Logan	OH	43138	(740) 380-6408
London Kroger Plaza	Tillery Salons, Inc.	London	OH	43140	(740) 845-1404
Louisville City Center	Tagliare Enterprises, Inc.	Louisville	OH	44641	(330) 875-4865
Shoppes of Loveland	Cincy Clips, Inc.	Loveland	OH	45140	(513) 683-1400
Walgreens Plaza	Shear Talent, Inc.	Macedonia	OH	44056	(330) 908-0496
Madeira Crossing	Cincy Clips, Inc.	Madeira	OH	45243	(513) 561-2547
Walter Green Commons	M & M Wardeiner, Inc.	Madison	OH	44057	(440) 428-0005
20 Mile Center	RDFM, Inc.	Maineville	OH	45039	(513) 697-1122
Shoppes at Rivers Bend	Cutting Edge Development, LLC	Maineville	OH	45039	(513) 494-0122
Appleseed Center	KLK Haircutters, Inc.	Mansfield	OH	44907	(419) 756-0001
Gateway Plaza	KLK Haircutters, Inc.	Mansfield	OH	44906	(419) 529-0039
Washington Square	R.L.O., Inc.	Marietta	OH	45750	(740) 568-1890
Shoppes at Legacy Crossing	StyleTech Corporation	Marion	OH	43302	(740) 725-0900
Coleman's Crossing	Tillery Salons, Inc.	Marysville	OH	43040	(937) 642-5226
Shoppes at Mason	Queen City Clippers, Ltd.	Mason	OH	45040	(513) 398-2524
Western Row Plaza	Image Engineering, Inc.	Mason	OH	45040	(513) 336-8275
White Blossom Center	Image Engineering, Inc.	Mason	OH	45040	(513) 770-6720
Massillon Marketplace II	ZAMP Enterprises, Inc.	Massillon	OH	44646	(330) 830-7320
Wales	R.L.O., Inc.	Massillon	OH	44646	(330) 834-1556
Conant Crossing	Classy Clips, LLC	Maumee	OH	43537	(419) 893-2166
Eastgate Shopping Center	House of Krauss, Inc.	Mayfield Heights	OH	44124	(440) 442-8188
North Court Shoppes	R.L.O., Inc.	Medina	OH	44256	(330) 725-3654
Shoppes at River Styx	SCBC, Inc.	Medina	OH	44256	(330) 952-0969
Creekside Commons	House of Krauss, Inc.	Mentor	OH	44060	(440) 357-8788



Salon Name	Franchisee	City	State/Province	Zip	Phone
Erie Commons	House of Krauss, Inc.	Mentor	OH	44060	(440) 205-1363
Mentor on the Lake	M & M Wardeiner, Inc.	Mentor on the Lake	OH	44060	(440) 257-4747
Austin Landing	R.L.O., Inc.	Miamisburg	OH	45342	(937) 847-7445
Southland Shopping Center	S & D Miracles, LLC	Middleburg Heights	OH	44130	(440) 809-0301
Middletown Shopping Center	Michael McCord	Middletown	OH	45044	(513) 727-4399
Milford/Mt. Repose CVS	Shear Winds, Inc.	Milford	OH	45150	(513) 722-9050
Milford/Mulberry Center	Shear Winds, Inc.	Milford	OH	45150	(513) 575-4100
Regency Milford Center	Cincy Clips, Inc.	Milford	OH	45150	(513) 576-9511
Rivers Edge	Cincy Clips, Inc.	Milford	OH	45150	(513) 576-0030
Minerva	R.L.O., Inc.	Minerva	OH	44657	(330) 522-4071
Heritage Plaza	U Clips, Inc.	Monroe	OH	45050	(513) 360-0068
Alex-Bell Center	R.L.O., Inc.	Moraine	OH	45459	(937) 298-3401
North Point Center	Cutting Edge Development, LLC	Mount Orab	OH	45154	(937) 444-1466
Gateway Plaza	Tillery Enterprises, Inc.	Mount Vernon	OH	43050	(740) 392-2547
Kroger New Albany Center	Tillery Enterprises, Inc.	New Albany	OH	43054	(614) 855-5965
The Shoppes of New Philadelphia	R.L.O., Inc.	New Philadelphia	OH	44663	(330) 339-7400
Newark Blockbuster Video Center	Tillery Enterprises, Inc.	Newark	OH	43055	(740) 366-2300
Shoppes at Niles	Oakpoint Partners, Inc.	Niles	OH	44446	(330) 544-5900
Deville Center	R.L.O., Inc.	North Canton	OH	44720	(330) 305-1369
Plaza at Portage	R.L.O., Inc.	North Canton	OH	44720	(330) 966-2802
Washington Square	SCBC, Inc.	North Canton	OH	44720	(330) 526-8910
Columbia Corners Stone	Kathryn Rooney	North Olmsted	OH	44070	(440) 716-8048
Great Northern Plaza	Kathryn Rooney	North Olmsted	OH	44070	(440) 716-0731
North Ridgeville	ZAMP Enterprises, Inc.	North Ridgeville	OH	44039	(440) 353-3599
Timber Ridge Plaza	Vissutocorp, Inc.	North Royalton	OH	44133	(440) 885-4071
Oberlin Square	JPAC Enterprises, Inc.	Oberlin	OH	44074	(440) 774-3461
Navarre Center	High Level Cutters, LLC	Oregon	OH	43616	(419) 690-1551
Oxford Retail Center	Shear Force Enterprises, Inc.	Oxford	OH	45056	(513) 523-4050
Pleasant Valley Shopping Center	Vissutocorp, Inc.	Parma	OH	44134	(440) 885-3691
Snowview Shopping Center	Shorn Enterprises, Inc.	Parma	OH	44134	(216) 351-7111
Parma Heights	S & D Miracles, LLC	Parma Heights	OH	44130	(440) 845-8606
Hazelwood Plaza	Tillery Enterprises, Inc.	Pataskala	OH	43062	(740) 964-0003
Perrysburg Plaza	KLK Haircutters, Inc.	Patterson	OH	43551	(419) 873-1300
Windmill Plaza	StyleTech Corporation	Pickerington	OH	43147	(614) 575-2551
Miami Valley Crossing	R.L.O., Inc.	Piqua	OH	45356	(937) 615-9889
Powell Crossing	Crossroads Clips, LLC	Powell	OH	43065	(614) 717-0663
Taylor Square Shopping Center	StyleTech Corporation	Reynoldsburg	OH	43068	(614) 322-2036
Eastgate Shopping Center	The 220 Group, Ltd	Salem	OH	44460	(330) 337-7500
Crossings of Sandusky	ZAMP Enterprises, Inc.	Sandusky	OH	44870	(419) 626-0491
Beacon Hills Plaza	U Clips, Inc.	Sharonville	OH	45241	(513) 489-0541
Sheffield Crossing Shopping Center	ACM Clips, Inc.	Sheffield	OH	44054	(440) 934-1886
Sidney Kroger	Eckert, Inc.	Sidney	OH	45365	(937) 498-4247
Solon	Shorn Enterprises, Inc.	Solon	OH	44139	(440) 248-8748
Oakwood Commons	The 220 Group, Ltd	South Euclid	OH	44121	(216) 205-4765
South Euclid	R.L.O., Inc.	South Euclid	OH	44121	(216) 382-8732
Rivers Crossing	Cincy Clips, Inc.	South Lebanon	OH	45065	(513) 204-3472
Springboro Plaza	Eckert, Inc.	Springboro	OH	45066	(937) 748-8133
East Side Square	R.L.O., Inc.	Springfield	OH	45505	(937) 322-2418

Salon Name	Franchisee	City	State/Province	Zip	Phone
North Bechtle Square	R.L.O., Inc.	Springfield	OH	45504	(937) 390-2187
Shoppes at St. Mary's	R.L.O., Inc.	St Mary's	OH	45885	(419) 300-8746
Graham Square	Tagliare Enterprises, Inc.	Stow	OH	44224	(330) 922-0888
Highpoint Plaza	Kathryn Rooney	Stow	OH	44224	(330) 650-1203
Stow Community Center	Tagliare Enterprises, Inc.	Stow	OH	44224	(330) 688-8100
Streetsboro Crossing	Shear Talent, Inc.	Streetsboro	OH	44241	(330) 422-1535
Boston Square II	S & D Miracles, LLC	Strongsville	OH	44136	(440) 846-1231
The Greens of Strongsville	Tagliare Enterprises, Inc.	Strongsville	OH	44136	(440) 878-0700
Sunbury Mills Plaza	Tillery Enterprises, Inc.	Sunbury	OH	43074	(740) 965-1253
Harvest Place	High Level Cutters, LLC	Sylvania	OH	43560	(419) 843-1302
West Market Street	KLK Haircutters, Inc.	Tiffin	OH	44883	(419) 447-6000
Tipp City Plaza	R.L.O., Inc.	Tipp City	OH	45371	(937) 667-7883
Alexis Plaza	East West Cutters, Inc.	Toledo	OH	43612	(419) 262-9301
Gateway	High Level Cutters, LLC	Toledo	OH	43607	(567) 395-5220
KIT Richfield	Classy Clips, LLC	Toledo	OH	43615	(419) 535-7390
Miracle Mile	Classy Clips, LLC	Toledo	OH	43613	(419) 475-2625
Suder Avenue Retail Center	High Level Cutters, LLC	Toledo	OH	43611	(419) 727-0393
Talmadge Town Center	KLK Haircutters, Inc.	Toledo	OH	43623	(419) 480-8900
Toledo Commons	R.L.O., Inc.	Toledo	OH	43614	(419) 382-0743
Village Plaza	Classy Clips, LLC	Toledo	OH	43615	(419) 389-9101
Movie Gallery Center	Cincy Clips, Inc.	Trenton	OH	45067	(513) 988-0805
Market 55	Eckert, Inc.	Troy	OH	45373	(937) 339-1939
Troy Town Center	Eckert, Inc.	Troy	OH	45373	(937) 440-8004
Twinsburg Town Center Marketplace	ZAMP Enterprises, Inc.	Twinsburg	OH	44087	(330) 405-3440
Green Retail	R.L.O., Inc.	Uniontown	OH	44685	(330) 563-4509
Urbana Commons	R.L.O., Inc.	Urbana	OH	43078	(937) 652-4447
Van Wert Towne Center	Great Styles, Inc	Van Wert	OH	45891	(419) 232-3332
Shoppes of Northwood	R.L.O., Inc.	Vandalia	OH	45337	(937) 454-2997
Wadsworth Crossings	Ratcliff Enterprises Ohio, Inc./Cathcart	Wadsworth	OH	44281	(330) 331-4488
Wadsworth High Street	CSJ Ventures, Inc.	Wadsworth	OH	44281	(330) 336-5386
Wapak Center	R.L.O., Inc.	Wapakoneta	OH	45895	(419) 738-2547
Howland Plaza	OPPA, LLC	Warren	OH	44484	(330) 856-5556
Harvard Park	Ratcliff Enterprises Ohio, Inc./Cathcart	Warrensville Hts.	OH	44122	(216) 378-9666
Fayette II	Cincy Clips, Inc.	Washington Court House	OH	43160	(740) 636-0128
Wauseon Shopping Center	East West Cutters, Inc.	Wauseon	OH	43567	(419) 335-5525
Beckett Commons	RDFM, Inc.	West Chester	OH	45069	(513) 942-9559
Highland Plaza	RDFM, Inc.	West Chester	OH	45069	(513) 779-4567
Voice of America	RDFM, Inc.	West Chester	OH	45069	(513) 755-1028
Northgate Plaza	LaVenture, Inc.	Westerville	OH	43082	(614) 891-6666
Parkview Center	Tillery Salons, Inc.	Westerville	OH	43081	(614) 898-3101
Savannah Commons	Kathryn Rooney	Westlake	OH	44145	(440) 892-2547
Willow Plaza	Oakpoint Partners, Inc.	Willoughby	OH	44094	(440) 942-7448
The Vineyards	Oakpoint Partners, Inc.	Willowick	OH	44095	(440) 942-2201
Wilmington Square	Eckert, Inc.	Wilmington	OH	45177	(937) 382-2903
Wooster Crossing	ZAMP Enterprises, Inc.	Wooster	OH	44691	(330) 345-1450
Carol's Corner Shopping Center	R.L.O., Inc.	Xenia	OH	45385	(937) 372-9588
Liberty Plaza	The 220 Group, Ltd	Youngstown	OH	44505	(330) 759-4700
Country Fair Shopping Plaza	Cindy Voorhies	Zanesville	OH	43701	(740) 588-9900



Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	R.L.O., Inc.		OH		
Location to be Determined	R.L.O., Inc.		OH		
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Location to be Determined	R.L.O., Inc.		OH		
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Location to be Determined	R.L.O., Inc.		OH		
Location to be Determined	R.L.O., Inc.		OH		
Location to be Determined	Saylon, Inc./StyleTech Corporation		OH		
Location to be Determined	Shear Dreams, Inc./Dream Clips, Ltd./Cincy Clips II, Inc.		OH		
Location to be Determined	Shear Force Enterprises, Inc.		OH		
Location to be Determined	Shear Force Enterprises, Inc.		OH		
Location to be Determined	Shear Force Enterprises, Inc.		OH		
Location to be Determined	Shear Innovations, LLC		OH		
Location to be Determined	Shear Talent, Inc.		OH		
Location to be Determined	Shear Winds, Inc.		OH		
Location to be Determined	Shear Winds, Inc.		OH		
Location to be Determined	Shear Winds, Inc.		OH		
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Location to be Determined	Shear Winds, Inc.		OH		
Location to be Determined	Shear Winds, Inc.		OH		
Location to be Determined	Tagliare Enterprises, Inc.		OH		
Location to be Determined	The 220 Group, Ltd		OH		
Location to be Determined	Tillery Enterprises, Inc.		OH		
Location to be Determined	Tillery Enterprises, Inc.		OH		
Location to be Determined	Tillery Enterprises, Inc.		OH		
Location to be Determined	U Clips, Inc.		OH		
Redbud Corners	Style Pro's, Inc.	Broken Arrow	OK	74012	(918) 258-2767
Cross Creek Durant	Synectics, LLC	Durant	OK	74701	(580) 745-9393
Alta Mesa	Llopis USA, LLC	Edmond	OK	73034	(405) 330-0343
Homestead Center	Four C Ventures, LLC	Edmond	OK	73003	(405) 330-3890
Fritts Farm	Llopis USA, LLC	Moore	OK	73160	(405) 794-3232
University Town Center	Four C Ventures, LLC	Norman	OK	73069	(405) 310-6967
63rd & May	Llopis USA, LLC	Oklahoma City	OK	73112	(405) 810-0414
Crest Center	Four C Ventures, LLC	Oklahoma City	OK	73159	(405)759-2244
Hefner Center	Four C Ventures, LLC	Oklahoma City	OK	73162	(405) 603-6411
Quail Springs	DTS Clips, LLC	Oklahoma City	OK	73134	(405) 748-8283
Westgate Marketplace	Moore Clips, LLC	Oklahoma City	OK	73127	(405) 603-5514
Waterford Plaza	Style Pro's, Inc.	Owasso	OK	74055	(918) 274-4561
Cherry Street Market	Kyong Chong	Tulsa	OK	74120	(918) 289-0826
South Town Market	Style Pro's, Inc.	Tulsa	OK	74133	(918) 872-9100
Southern Trails	Style Pro's, Inc.	Tulsa	OK	74133	(918) 893-3845
The Plaza	Michael Fogli	Tulsa	OK	74137	(918) 995-2067
Yale Village	Style Pro's, Inc.	Tulsa	OK	74137	(918) 398-6753
Yukon Village	Llopis USA, LLC	Yukon	OK	73099	(405) 350-1722
Location to be Determined	Kyong Chong		OK		
Location to be Determined	Kyong Chong		OK		
Location to be Determined	Laura Delgado-Casiano		OK		
Location to be Determined	Laura Delgado-Casiano		OK		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Laura Delgado-Casiano		OK		
Location to be Determined	Llopis USA, LLC		OK		
Whitetail Centre	Kassteva Holdings, Inc.	Ajax	ON	L1Z 0K5	(905) 619-0001
Alliston	Grand Melvin, Inc.	Alliston	ON	L9R 0G1	(705) 434-3200
Aurora	LHMK Enterprises, Inc.	Aurora	ON	L4G 0G2	(905) 713-2547
Bowmanville Smart Centre	Kassteva Holdings, Inc.	Bowmanville	ON	L1C 0K5	(905) 623-2547
Bradford Smart Centre	Grand Melvin, Inc.	Bradford	ON	L3Z 0C1	(905) 775-2300
410 at Steeles Centre	Saeed Niknia	Brampton	ON	L6W 0A7	(905) 455-5252
Chinguacousy Marketplace	2387132 Ontario Inc.	Brampton	ON	L6Y 5X6	(905) 457-2547
Homestead Square	Saeed Niknia	Brampton	ON	L6X 0Y7	(905) 874-6565
Woodhill Centre	Global Net Based Services, Inc.	Brampton	ON	L6S 0B8	(905) 799-1118
Appleby Village	Breacan Business Services, Inc.	Burlington	ON	L7L 2Y1	(905) 633-9300
Burlington Centre	Jeffrey Sholdice	Burlington	ON	L7M 0V7	(905) 335-5777
Burlington Power Centre	Niagara Clips, Inc.	Burlington	ON	L7P 1X8	(905) 332-8706
Hamilton Mountain	Breacan Business Services, Inc.	Hamilton	ON	L9B 1K3	(289) 755-1400
Rymal Retail Center	2369798 Ontario Corp.	Hamilton	ON	L8W 3N7	(905) 383-3111
Stoney Creek	Niagara Clips, Inc.	Hamilton	ON	L8E 0G2	(905) 664-6143
The Centre on Barton	Breacan Business Services, Inc.	Hamilton	ON	L8H 2V4	(289) 389-2300
Cachet Village	2180858 Ontario, Inc.	Markham	ON	L6C 0G6	(905) 887-2547
Markham Gates	Sonia Kerajekian	Markham	ON	L3S 0C2	(905) 294-5447
Wismer Commons	LHMK Enterprises, Inc.	Markham	ON	L6E 6M7	(905) 294-9299
Derry Heights	2228085 Ontario, Inc.	Milton	ON	L9T 7H5	(905) 876-2547
Milton Crossroads	2228085 Ontario, Inc.	Milton	ON	L9T 6C8	(905) 864-7344
Creekside Crossing	WD Clippers, Inc.	Mississauga	ON	L4X 1L4	(905) 279-8338
Derry Village	Aguiar Business Inc.	Mississauga	ON	L5W 0E6	(905) 670-3500
Meadowvale	Aguiar Business Inc.	Mississauga	ON	L5N 0B1	(905) 824-6868
Ford Village	GCJAO, Inc.	Oakville	ON	L6J 7Z6	(905) 338-0731
Foxcreek Plaza	2193233 Ontario Ltd.	Oakville	ON	L6M 5A9	(905) 825-2547
Kingsway Village	Kassteva Holdings, Inc.	Oshawa	ON	L1H 8J4	(905) 432-1500
Oshawa North	Kassteva Holdings, Inc.	Oshawa	ON	L1H 7K5	(905) 579-7070
Oshawa South	Kassteva Holdings, Inc.	Oshawa	ON	L1J 0B6	(905) 432-5477
Richmond Hill Commons	2180858 Ontario, Inc.	Richmond Hill	ON	L4C 3E4	(905) 237-9188
Scugog Walmart Smart Centre	Kemol Ventures, Ltd.	Scugog	ON	L9L 1B5	(905) 982-0588
St Catharines West	Gwen Creation Enterprises, Inc.	St Catharines	ON	L2S 0C2	(905) 641-8787
Glendale Place	Gwen Creation Enterprises, Inc.	St. Catharines	ON	L2T 4E3	(905) 680-8686
Stouffville	LHMK Enterprises, Inc.	Stouffville	ON	L4A 0K2	(905) 640-4247
Vaughan Centre	LHMK Enterprises, Inc.	Vaughan	ON	L4H 3T6	(289) 304-7800
Flamborough South Centre	WD Clippers, Inc.	Waterdown	ON	L0R 2H2	(905) 690-8338
Brooklin Towne Centre	Kemol Ventures, Ltd.	Whitby	ON	L1M 2J7	(905) 620-0505
Valleywood Centre	Kassteva Holdings, Inc.	Whitby	ON	L1R 3E1	(905) 493-9111
Location to be Determined	1896412 Ontario Inc.		ON		
Location to be Determined	2180858 Ontario, Inc.		ON		
Location to be Determined	2221571 Ontario, Inc.		ON		
Location to be Determined	2228085 Ontario, Inc.		ON		
Location to be Determined	2377405 ONTARIO LIMITED		ON		
Location to be Determined	2377408 Ontario, Inc.		ON		
Location to be Determined	Aguiar Business Inc.		ON		
Location to be Determined	Amit Vaishnav		ON		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Asma Jinnah		ON		
Location to be Determined	Breacan Business Services, Inc.		ON		
Location to be Determined	Ectostar Salons, Inc.		ON		
Location to be Determined	GCJAO, Inc.		ON		
Location to be Determined	GCJAO, Inc.		ON		
Location to be Determined	Global Net Based Services, Inc./LHMK Enterprises, Inc.		ON		
Location to be Determined	Gordon Llewelin		ON		
Location to be Determined	Grand Melvin, Inc.		ON		
Location to be Determined	Grand Melvin, Inc.		ON		
Location to be Determined	Grand Melvin, Inc.		ON		
Location to be Determined	Gwen Creation Enterprises, Inc.		ON		
Location to be Determined	Kassteva Holdings, Inc.		ON		
Location to be Determined	Kassteva Holdings, Inc.		ON		
Location to be Determined	Kassteva Holdings, Inc.		ON		
Location to be Determined	Kassteva Holdings, Inc.		ON		
Location to be Determined	Kyrie Services, Inc		ON		
Location to be Determined	MAD Franchise Productions Incorporated		ON		
Location to be Determined	MAD Franchise Productions Incorporated		ON		
Location to be Determined	MAD Franchise Productions Incorporated		ON		
Location to be Determined	Michael Ciglic		ON		
Location to be Determined	Niagara Clips, Inc.		ON		
Location to be Determined	Niagara Clips, Inc.		ON		
Location to be Determined	Niagara Clips, Inc.		ON		
Location to be Determined	Sandy Hernandez		ON		
Location to be Determined	SANQ Enterprise, Inc.		ON		
Location to be Determined	SANQ Enterprise, Inc.		ON		
Location to be Determined	SANQ Enterprise, Inc.		ON		
Location to be Determined	WD Clippers, Inc.		ON		
Location to be Determined	YAARRA Business Services, Inc.		ON		
Location to be Determined	YAARRA Business Services, Inc.		ON		
Location to be Determined	YAARRA Business Services, Inc.		ON		
Heritage Place	River Clips, LLC	Albany	OR	97321	(541) 928-7094
Farmington	DeIennium Clips, Inc.	Aloha	OR	97007	(503) 642-0902
Fashion Square	KBJ Cutters, LLC	Beaverton	OR	97005	(503) 641-5308
Murray Crossings	KBJ Cutters, LLC	Beaverton	OR	97005	(503) 627-9005
Murrayhill Marketplace	Shear Precision, Inc.	Beaverton	OR	97007	(503) 590-5693
Walker Road Fred Meyer	Shear Precision, Inc.	Beaverton	OR	97006	(503) 690-6764
Fred Meyer Center	LRH Associates Incorporated	Bend	OR	97702	(541) 388-9097
Mountain View Plaza	GC at Mountain View Plaza, Inc.	Central Point	OR	97502	(541) 665-1802
Sunnyside Village	Top Sail Ventures, Inc.	Clackamas	OR	97015	(503) 658-6111
Corvallis Business Park	Flight of the Phoenix, Inc.	Corvallis	OR	97330	(541) 752-1152
Columbia River Center	James Wiles	Dalles	OR	97058	(541) 296-1002
Commerce Street Plaza	HP Ventures, LLC	Eugene	OR	97402	(541) 342-4247
Santa Clara Village	HP Ventures, LLC	Eugene	OR	97404	(541) 636-3563
Allen Creek	GC at Allen Creek Center, Inc.	Grants Pass	OR	97527	(541) 956-9200
Hogan Plaza	Tokatee Holdings, LLC	Gresham	OR	97030	(503) 492-2766
Johnson Creek Fred Meyer	Top Sail Ventures, Inc.	Happy Valley	OR	97086	(503) 777-6280
Hillsboro Fred Meyer	Rose Clips, LLC	Hillsboro	OR	97123	(503) 259-9019

Salon Name	Franchisee	City	State/Province	Zip	Phone
Hillsboro Market Center	Shear Precision, Inc.	Hillsboro	OR	97124	(503) 640-6554
Hillsboro Promenade	Rose Clips, LLC	Hillsboro	OR	97123	(503) 356-8512
Sunset Esplanade	Rose Clips, LLC	Hillsboro	OR	97123	(503) 615-5259
Sunset Fred Meyer	Shear Precision, Inc.	Hillsboro	OR	97124	(503) 640-6870
Tanasbourne Village	Shear Precision, Inc.	Hillsboro	OR	97124	(503) 531-8898
Keizer Station	N&M Holdings LLC	Keizer	OR	97303	(503) 390-3620
Klamath Falls	GC at Klamath Falls, Inc.	Klamath Falls	OR	97603	(541) 882-4318
Town Center	GC at Town Center, Inc.	Klamath Falls	OR	97603	(541) 884-6267
Lake Oswego	KBJ Cutters, LLC	Lake Oswego	OR	97035	(503) 635-1044
Palisades Market	Deltennium Clips, Inc.	Lake Oswego	OR	97034	(503) 699-9967
Santiam Square	James Wiles	Lake Oswego	OR	97355	(541) 570-1272
McMinnville Market Center	CWS, LLC	Lebanon	OR	97128	(503) 474-3853
McMinnville Retail Center	CWS, LLC	McMinnville	OR	97128	(503) 474-1568
Blue Sky Plaza	GC at Blue Sky Plaza, Inc.	McMinnville	OR	97504	(541) 858-7006
Larson Creek	GC at Larson Creek, Inc.	Medford	OR	97504	(541) 770-4247
Oak Grove Market Center	Shear Precision, Inc.	Medford	OR	97267	(503) 659-1657
Newberg Fred Meyer	Tokatee Holdings, LLC	Milwaukie	OR	97132	(503) 538-6943
Ontario Marketplace	Mary Stuart Salons, Inc.	Newberg	OR	97914	(541) 889-6368
Oregon City Great Clips	Rose Clips, LLC	Ontario	OR	97045	(503) 557-2311
Bethany Village	Shear Precision, Inc.	Oregon City	OR	97229	(503) 533-8942
Eastport Plaza	Top Sail Ventures, Inc.	Portland	OR	97266	(503) 777-9194
Gateway	N.W. Cutting Edge, Inc.	Portland	OR	97220	(503) 253-3211
Glisan Street Station	N.W. Cutting Edge, Inc.	Portland	OR	97220	(503) 253-6540
Lamb's Thriftway	KBJ Cutters, LLC	Portland	OR	97223	(503) 892-5677
Lloyd Center	Deltennium Clips, Inc.	Portland	OR	97232	(503) 288-8032
Mall 205	N.W. Cutting Edge, Inc.	Portland	OR	97216	(503) 253-4630
Portland State University	Shear Precision, Inc.	Portland	OR	97201	(503) 227-3688
Sunset Mall	Shear Precision, Inc.	Portland	OR	97229	(503) 520-0686
West Hills Plaza	Deltennium Clips, Inc.	Portland	OR	97225	(503) 297-1876
Nolan Town Center	LRH Associates Incorporated	Redmond	OR	97756	(541) 923-5554
Red Rock Center	LRH Associates Incorporated	Redmond	OR	97756	(541) 923-7338
St. Helens Shops	N&M Holdings LLC	Saint Helens	OR	97051	(503) 397-9941
Devonshire Shops	N&M Holdings LLC	Salem	OR	97305	(503) 588-7310
Evergreen Plaza	River Clips, LLC	Salem	OR	97301	(503) 391-5160
Oak Hills	James Wiles	Salem	OR	97304	(503) 363-9409
South Commercial	River Clips, LLC	Salem	OR	97302	(503) 581-7977
Sandy Shops	MHD Enterprises, LLC	Salem	OR	97055	(503) 668-6260
Langer Farms	Tokatee Holdings, LLC	Sandy	OR	97140	(503) 925-9187
Pioneer Plaza	Flight of the Phoenix, Inc.	Sherwood	OR	97477	(541) 988-0310
Barrows Crossing	Shear Precision, Inc.	Springfield	OR	97223	(503) 521-0406
Tigard - King City	Tokatee Holdings, LLC	Tigard	OR	97224	(503) 639-8350
Tigard Triangle Center	Tokatee Holdings, LLC	Tigard	OR	97223	(503) 431-8400
Nyberg Creek Crossing	Tokatee Holdings, LLC	Tigard	OR	97062	(503) 691-8939
River Falls Shopping Center	Deltennium Clips, Inc.	Tualatin	OR	97068	(503) 655-5584
Old Town Square	Tokatee Holdings, LLC	West Linn	OR	97070	(503) 582-1401
Wood Village	Top Sail Ventures, Inc.	Wilsonville	OR	97060	(503) 669-1030
Location to be Determined	Baldev Katoch	Wood Village	OR		
Location to be Determined	Discovery, LLC		OR		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Discovery, LLC		OR		
Location to be Determined	Eric DeBlock		OR		
Location to be Determined	Flight of the Phoenix, Inc.		OR		
Location to be Determined	HP Ventures, LLC		OR		
Location to be Determined	N&M Holdings LLC		OR		
Location to be Determined	N&M Holdings LLC		OR		
Location to be Determined	Rose Clips, LLC		OR		
Location to be Determined	Rose Clips, LLC		OR		
Location to be Determined	Tokatee Holdings, LLC		OR		
Location to be Determined	Tokatee Holdings, LLC		OR		
Location to be Determined	Top Sail Ventures, Inc.		OR		
Abington Towne Center	Folk Design Group, LLC	Abington	PA	19001	(215) 881-9570
Airport Center	N & A Associates, Inc.	Allentown	PA	18109	(610) 231-0900
South Mountain Shopping Center	Newgrange Group, LLC	Allentown	PA	18103	(484) 221-8257
Shoppers Plaza	Batesco I, Inc	Allison Park	PA	15101	(724) 443-5520
Plank Road Commons	Bell Clippers, LLC	Altoona	PA	16601	(814) 940-0303
Village Green Shopping Center	Newgrange Group, LLC	Aston	PA	19014	(484)483-9322
Bala Cynwyd	Durja Enterprise, LLC	Bala Cynwyd	PA	19004	(484) 278-4356
Chippewa Town Center	KR Enterprises Inc.	Beaver Falls	PA	15010	(724) 847-2000
Shoppes at Rostraver	Bell Clippers, LLC	Belle Vernon	PA	15012	(724) 929-4000
Brookwood Shopping Center	Shear Clips One, LLC	Bensalem	PA	19020	(215) 638-0757
Center Square Plaza	M & M Clippers, LLC	Blue Bell	PA	19422	(610) 272-6040
Chartiers	Cool Cuts, LLC	Bridgeville	PA	15017	(412) 319-7724
Bristol Park	Vandana Thakur	Bristol	PA	19007	(215) 785-2828
Cambridge Square Shopping Center	H & J Clips, LLC	Brookhaven	PA	19015	(484) 441-7670
Butler Crossing	Bell Clippers, LLC	Butler	PA	16001	(724) 284-1400
Concord Plaza	Diamond State Group, LLC	Chadds Ford	PA	19317	(610) 558-3672
New Britain Village Square	Jersey Clippers, LLC	Chalfont	PA	18914	(215) 996-1200
Chambersburg Crossing	Treue Limited Partnership	Chambersburg	PA	17201	(717) 262-0051
The Marketplace at Collegeville	Giangiobbe Enterprise, Inc.	Collegeville	PA	19426	(610) 454-9919
Cranberry Mall	Trisail Group, LLC	Cranberry Township	PA	16066	(724) 776-2202
Dover Market Place	Yankey Personal Services, Inc.	Dover	PA	17315	(717) 467-5062
Mill Town Square	Jai Om Enterprise Inc.	Downingtown	PA	19335	(610) 269-2700
Doylestown Shopping Center	Legacy Clips, Inc.	Doylestown	PA	18901	(215) 348-3220
Pilgrim Gardens	Folk Design Group, LLC	Drexel Hill	PA	19026	(610) 449-4220
Eagleville Plaza	DRA Investments, Inc.	Eagleville	PA	19403	(610) 539-1776
Lower Nazareth Commons	HSJ Capital, Inc.	Easton	PA	18045	(610) 330-2887
Morgantown Crossings	M & M Clippers, LLC	Elverson	PA	19520	(610) 286-0203
Ephrata Marketplace	M & M Clippers, LLC	Ephrata	PA	17522	(717) 733-3306
Giant Eagle Plaza - Harbor Creek	3D Clips, LLC	Ephrata	PA	16510	(814) 899-1718
Newberry Pointe	LiPho, LLC	Erie	PA	17319	(717) 932-9000
Main Street at Exton	Misu, LLC	Etters	PA	17319	(717) 932-9000
Shops on Eagleview Boulevard	Folk Design Group, LLC	Exton	PA	19341	(610) 594-7401
Lower Southampton Village	Jersey Clippers, LLC	Exton	PA	19341	(484) 875-2870
Ridley Towne Plaza	Folk Design Group, LLC	Exton	PA	19341	(484) 875-2870
Orchard Park	Batesco III, Inc.	Feasterville Trevose	PA	19053	(215) 354-1744
Gilbertsville Shopping Center	HaRa Holdings, LLC	Folsom	PA	19033	(610) 532-5919
Darlington Square	Lorraine Stockburger	Gibsonia	PA	15044	(724) 443-3093
		Gilbertsville	PA	19525	(610) 340-2759
		Glen Mills	PA	19342	(610) 358-5520



Salon Name	Franchisee	City	State/Province	Zip	Phone
Lincoln Place	Bell Clippers, LLC	Greensburg	PA	15601	(724) 832-0101
Pine Grove Square	3D Clips, LLC	Grove City	PA	16127	(724) 450-0550
Tilden Ridge Center	M & M Clippers, LLC	Hamburg	PA	19526	(610) 562-1900
Grandview Shopping Center	Clipper PartnerShip, Inc.	Hanover	PA	17331	(717) 637-0064
The Shops at Harleysville	Paul Batt	Harleysville	PA	19438	(267) 932-8784
Snyder Square	Emance of PA, Inc.	Hatfield	PA	19440	(267) 263-4660
Hermitage Towne Plaza	OPPA, LLC	Hermitage	PA	16148	(724) 342-7850
Horsham Gate	Sanskar Willow Grove, LLC	Horsham	PA	19044	(215) 659-5928
Indiana Commons	Bell Clippers, LLC	Indiana	PA	15701	(724) 463-1090
The Shoppes at School House Crossing	Legacy Clips, Inc.	Kennett Square	PA	19348	(610) 444-6510
Chelsea Square	Richard Bohdel	Lancaster	PA	17601	(717) 581-0088
Landis Valley	Keystone Clippers, LLC	Lancaster	PA	17601	(717) 569-2949
Quality Center	Premier Clippers, LLC	Lancaster	PA	17602	(717) 435-8810
Stone Mill Plaza	Keystone Clippers, LLC	Lancaster	PA	17603	(717) 393-2300
Wildcat Commons	Bell Clippers, LLC	Latrobe	PA	15650	(724) 532-4247
CVS Center	Hugo Enterprises II, Inc.	Levittown	PA	19057	(215) 269-2969
Levittown Shopping Center	Sanskar, LLC	Levittown	PA	19055	(215) 946-9460
Shoppes of Adams Ridge	Trisail Group, LLC	Mars	PA	16046	(724) 742-2547
Silver Creek Plaza	Pieman Clippers, LLC	Mechanicsburg	PA	17050	(717) 458-5166
Windsor Park	Pieman Clippers, LLC	Mechanicsburg	PA	17055	(717) 610-1050
Center Point Plaza	Bell Clippers, LLC	Monaca	PA	15061	(724) 728-7970
Miracle Mile SC	Trisail Group, LLC	Monroeville	PA	15146	(412) 229-8988
Moon Plaza	KR Enterprises Inc.	Moon Township	PA	15108	(412) 262-5477
Giant Plaza	Shear Clips Two, LLC	Morrisville	PA	19067	(215) 428-3544
Mount Joy	Pieman Clippers, LLC	Mount Joy	PA	17552	(717) 653-1145
Countryside Shoppes	Bell Clippers, LLC	Mount Pleasant	PA	15666	(724) 547-4400
Highlands Mall	Trisail Group, LLC	Natrona Heights	PA	15065	(724) 224-2525
Field Club Commons	KR Enterprises Inc.	New Castle	PA	16105	(724) 652-3600
St. Alban's Shopping Center	Iren Kostanyan	Newton Square	PA	19073	(484) 427-7106
Village at Newtown South	Folk Design Group, LLC	Newtown	PA	18940	(215) 579-5830
North Huntingdon	Bell Clippers, LLC	North Huntingdon	PA	15642	(724) 864-1000
Montgomery Commons	Jeffrey Bravman	North Wales	PA	19454	(215) 368-3816
Marketplace at Oaks	Legacy Clips, Inc.	Oaks	PA	19456	(610) 676-7990
Oxford Commons	Legacy Clips, Inc.	Oxford	PA	19363	(610) 467-1400
Sadsbury Commons	Misu, LLC	Parquesburg	PA	19365	(610) 857-2730
Pennsburg	HaRa Holdings, LLC	Pennsburg	PA	18073	(267) 612-1489
Great Northeast Plaza	Iren Kostanyan	Philadelphia	PA	19152	(267) 538-5070
Shoppes at Valley Forge	HaRa Holdings, LLC	Phoenixville	PA	19460	(484) 920-6270
Dormont Village	Cool Cuts, LLC	Pittsburgh	PA	15216	(412) 207-8343
McIntyre Square	Stephen Bladel	Pittsburgh	PA	15237	(412) 364-1776
Montour Church Place	KR Enterprises Inc.	Pittsburgh	PA	15275	(412) 787-0700
Mt. Nebo Pointe	Modabenoot, Inc.	Pittsburgh	PA	15237	(412) 366-6363
Walnut Place	Modabenoot, Inc.	Pittsburgh	PA	15217	(412) 421-5756
Shops at 51	Stephen Bladel	Pleasant Hills	PA	15236	(412) 655-4488
Pottstown Center	HaRa Holdings, LLC	Pottstown	PA	19464	(610) 340-2756
Suburbia Shopping Center	Niki Enterprise Inc.	Pottstown	PA	19465	(610) 323-2548
Richland Marketplace	Rudra Group, Inc.	Quakertown	PA	18951	(215) 536-4520
Reading Mall	Sunset Clips, LLC	Reading	PA	19606	(610) 401-0678

Salon Name	Franchisee	City	State/Province	Zip	Phone
Windsor Commons	Clipper PartnerShip, Inc.	Red Lion	PA	17356	(717) 246-8636
The Strip Center at Walmart	Yankey Clippers Selinsgrove, LLC	Selinsgrove	PA	17870	(570) 884-3111
Spring Towne Shopping Center	M & M Clippers, LLC	Sinking Spring	PA	19608	(610) 898-1400
Springfield Square North	Folk Design Group, LLC	Springfield	PA	19064	(610) 544-2470
Bartonsville Plaza	N & A Associates, Inc.	Stroudsburg	PA	18360	(570) 421-6244
Pittsburgh Mills	Batesco II, Inc.	Tarentum	PA	15084	(724) 275-1130
Thorndale Shopping Center	Misu, LLC	Thorndale	PA	19372	(610) 384-2399
Fayette Crossing	Bell Clippers, LLC	Uniontown	PA	15401	(724) 434-5000
Gateway Shopping Center	DRA Investments, Inc.	Wayne	PA	19087	(610) 254-8404
West Valley Marketplace	M & M Clippers, LLC	Wescosville	PA	18106	(610) 336-6880
West Goshen Town Centre	Folk Design Group, LLC	West Chester	PA	19382	(610) 701-7020
Westtown Village	Misu, LLC	West Chester	PA	19382	(610) 399-8025
Wexford Plaza	Cool Cuts, LLC	Wexford	PA	15090	(724) 933-7000
Oak Park Mall	Bell Clippers, LLC	White Oak	PA	15131	(412) 664-4600
MacArthur Road Center	Jersey Clippers, LLC	Whitehall	PA	18052	(610) 231-3715
York Crossing	Clipper PartnerShip, Inc.	York	PA	17408	(717) 767-1620
Location to be Determined	AJ Clips, LLC/Herman		PA		
Location to be Determined	Bell Clippers, LLC		PA		
Location to be Determined	Catherine Veisz		PA		
Location to be Determined	Celebration Cuts, LLC		PA		
Location to be Determined	Chattapadhyay/Kelly		PA		
Location to be Determined	Chirag Modi		PA		
Location to be Determined	Chirag Modi		PA		
Location to be Determined	Chirag Modi		PA		
Location to be Determined	Diamond State Group, LLC		PA		
Location to be Determined	Diamond State Group, LLC		PA		
Location to be Determined	Diana Sirak		PA		
Location to be Determined	DSDH, Inc.		PA		
Location to be Determined	Durja Enterprise, LLC		PA		
Location to be Determined	Emance Two, LLC		PA		
Location to be Determined	Emance Two, LLC/Keystone Clippers, LLC		PA		
Location to be Determined	Emance, Inc.		PA		
Location to be Determined	Fuggs, Inc.		PA		
Location to be Determined	Honey Sahni		PA		
Location to be Determined	John Baldino		PA		
Location to be Determined	John Cunningham		PA		
Location to be Determined	Joseph Meliton		PA		
Location to be Determined	Kelly/Misu, LLC		PA		
Location to be Determined	Kiran Mann		PA		
Location to be Determined	KR Enterprises Inc.		PA		
Location to be Determined	KR Enterprises Inc.		PA		
Location to be Determined	KR Enterprises Inc.		PA		
Location to be Determined	KR Enterprises Inc.		PA		
Location to be Determined	KR Enterprises Inc.		PA		
Location to be Determined	KyMad Management Associates, LLC		PA		
Location to be Determined	KyMad Management Associates, LLC		PA		
Location to be Determined	KyMad Management Associates, LLC		PA		
Location to be Determined	L&S Entities, LLC/Sanskriti, LLC		PA		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Legacy Clips, Inc.		PA		
Location to be Determined	Legacy Clips, Inc.		PA		
Location to be Determined	LiPho, LLC		PA		
Location to be Determined	Lorraine Stockburger		PA		
Location to be Determined	M & M Clippers, LLC		PA		
Location to be Determined	M & M Clippers, LLC		PA		
Location to be Determined	M & M Clippers, LLC		PA		
Location to be Determined	M & M Clippers, LLC		PA		
Location to be Determined	M & M Clippers, LLC		PA		
Location to be Determined	Matthew Helms		PA		
Location to be Determined	N & A Associates, Inc.		PA		
Location to be Determined	N & A Associates, Inc.		PA		
Location to be Determined	N & A Associates, Inc.		PA		
Location to be Determined	Newgrange Group, LLC		PA		
Location to be Determined	Richard Banick		PA		
Location to be Determined	RMPG, LLC		PA		
Location to be Determined	Sandeep Singla		PA		
Location to be Determined	Song You		PA		
Location to be Determined	Stephen Bladel		PA		
Location to be Determined	Steven Jeffers		PA		
Location to be Determined	Stolico, Inc.		PA		
Location to be Determined	Stolico, Inc.		PA		
Location to be Determined	Stolico, Inc.		PA		
Location to be Determined	The Studio 888, Inc.		PA		
Location to be Determined	The Studio 888, Inc.		PA		
Location to be Determined	The Studio 888, Inc.		PA		
Location to be Determined	V&S Clips, LLC/M & M Clippers, LLC		PA		
Location to be Determined	Yankey Personal Services, Inc.		RI		
Location to be Determined	Glamour Studio, Inc.		RI		
Location to be Determined	New England Clips Inc.		RI		
Location to be Determined	Peter Atwood, Jr.		RI		
Location to be Determined	Peter Atwood, Jr.		RI		
Location to be Determined	True North Clippers, Inc.		SC	29803	(803) 641-6600
Eastgate Shopping Center	Cherry BIM Inc.	Aiken	SC	29801	(803) 641-2899
Shoppes at Richland	Chery BIM Inc.	Aiken	SC	29626	(864) 964-8488
Anderson Central	B.H. Grace, Inc.	Anderson	SC	29621	(864) 261-3441
Anderson Pavillion	Lisa Roach	Anderson	SC	29621	(864) 222-0500
Brittany Plaza	Lisa Roach	Anderson	SC	29070	(803) 532-3782
Town Center Crossing	OnBoard, LLC	Batesburg-Leesville	SC	29910	(843) 706-2654
Bluffton Commons	RnB Diversified Holdings, Inc.	Bluffton	SC	29910	(843) 815-9995
Market at Buckwalter	RnB Diversified Holdings, Inc.	Bluffton	SC	29020	(803) 425-0508
Springdale Plaza	OnBoard, LLC	Camden	SC	29412	(843) 795-3949
James Island Shopping Center	Southern Clipper, Inc.	Charleston	SC	29631	(864) 654-1407
Clemson Bi Lo Center	Second Clips, Inc.	Clemson	SC	29209	(803) 647-7110
Garner's Ferry Crossing	OnBoard, LLC	Columbia	SC	29212	(803) 781-3158
Harbison Court	OnBoard, LLC	Columbia	SC	29212	(803) 749-4577
Murray Landing Shopping Center	OnBoard, LLC	Columbia	SC	29229	(803) 462-1831
Rice Creek Village	OnBoard, LLC	Columbia	SC	29229	(803) 462-1831

Salon Name	Franchisee	City	State/Province	Zip	Phone
		Columbia	SC	29204	(803) 790-9997
Richland Terrace	OnBoard, LLC	Columbia	SC	29205	(803) 933-0551
Rosewood Village	OnBoard, LLC	Columbia	SC	29229	(803) 788-3114
Two Notch Crossing	OnBoard, LLC	Columbia	SC	29526	(843) 369-1333
Gateway Plaza	Eva Holland	Conway	SC	29334	(864) 433-1565
River Falls Plaza	Carolina Hair Care, Inc.	Duncan	SC	29640	(864) 850-2120
Park Center	Merck Enterprises, Inc.	Easley	SC	29501	(843) 676-0076
Florence Mall	Eva Holland	Florence	SC	29715	(803) 802-9103
Regent Town Center	Longitude, Inc.	Fort Mill	SC	29708	(803) 547-5335
West Town Market	Ronona, LLC	Fort Mill	SC	29341	(864) 488-2488
Gaffney Plaza	In His Most Holy Service, LLC	Gaffney	SC	29607	(864) 297-7238
Academy Sports	PJK, Incorporated	Greenville	SC	29609	(864) 370-3383
Cherrydale Point	Carolina Hair Care, Inc.	Greenville	SC	29601	(864) 271-3305
McBee Station	Charles Tollison, Jr.	Greenville	SC	29605	(864) 232-0550
McDaniel Village	Merck Enterprises, Inc.	Greenville	SC	29615	(864) 987-0820
Milestone Plaza	Merck Enterprises, Inc.	Greenville	SC	29611	(864) 295-3725
Powdersville Plaza	Richard Merck	Greenville	SC	29611	(864) 295-5887
Stanford Court	PJK, Incorporated	Greenville	SC	29607	(864) 292-0200
Sweetbriar Market	In His Most Holy Service, LLC	Greenville	SC	29607	(864) 297-1556
Verdae Village	Carolina Hair Care, Inc.	Greenville	SC	29607	(864) 297-5797
Woodruff Commons	Merck Enterprises, Inc.	Greenville	SC	29649	(864) 943-0859
Westwood Place	Merck Enterprises, Inc.	Greenwood	SC	29650	(864) 968-8909
Dill Creek Commons	Merck Enterprises, Inc.	Greer	SC	29651	(864) 877-2345
Hillview Plaza	In His Most Holy Service, LLC	Greer	SC	29650	(864) 631-1042
Sherwin Williams Shopping Center	Charles Tollison, Jr.	Greer	SC	29927	(843) 208-2777
New River Crossing	J & R Cutters, LLC	Hardeeville	SC	29550	(843) 917-4961
Hartsville Crossing	Eva Holland	Hartsville	SC	29707	(803) 802-1800
Carolina Commons	Longitude, Inc.	Indian Land	SC	29710	(803) 831-0112
Landing Station	CDR Enterprises, Inc.	Lake Wylie	SC	29360	(864) 682-3880
The Shoppes at Walmart	B.H. Grace, Inc.	Laurens	SC	29072	(803) 808-9422
Hendrix Crossing	OnBoard, LLC	Lexington	SC	29072	(803) 951-3840
Lexington Place	OnBoard, LLC	Lexington	SC	29073	(803) 359-4644
White Knoll Station	OnBoard, LLC	Lexington	SC	29657	(864) 843-4201
Ingles SC	Merck Enterprises, Inc.	Liberty	SC	29662	(864) 297-1565
Bi-Lo at Butler Square	Carolina Hair Care, Inc.	Mauldin	SC	29464	(843) 216-6449
Market Center Shoppes	Southern Clipper, Inc.	Mount Pleasant	SC	29464	(843) 884-2422
Belle Hall	Southern Clipper, Inc.	Mt. Pleasant	SC	29579	(843) 903-1772
Forest Square	Eva Holland	Myrtle Beach	SC	29577	(843) 626-2228
Plantation Pointe	Eva Holland	Myrtle Beach	SC	29841	(803) 613-0030
Crossroads Market	Cherry BIM Inc.	North Augusta	SC	29406	(843) 797-5885
North Rivers Town Center	Southern Clipper, Inc.	North Charleston	SC	29418	(843) 566-0884
Shoppes at Centre Point	Southern Clipper, Inc.	North Charleston	SC	29582	(843) 663-0855
Gator Hole	Eva Holland	North Myrtle Beach	SC	29671	(864) 878-9458
Cedar Square Shopping Center	Merck Enterprises, Inc.	Pickens	SC	29673	(864) 277-3355
Woodmont Village	Merck Enterprises, Inc.	Piedmont	SC	29730	(803) 980-3030
Crown Pointe Plaza	Longitude, Inc.	Rock Hill	SC	29732	(803) 817-9909
Food Lion Plaza	Longitude, Inc.	Rock Hill	SC	29678	(864) 985-1611
Seneca Plaza	Richard Merck	Seneca	SC	29681	(864) 289-0456
Five Forks	Second Clips, Inc.	Simpsonville	SC	29681	(864) 289-0456

Salon Name	Franchisee	City	State/Province	Zip	Phone
Gresham Plaza	Jennifer Randall	Simpsonville	SC	29681	(864) 757-9392
Simpsonville Commons	Merck Enterprises, Inc.	Simpsonville	SC	29681	(864) 962-5276
East Blackstock Center	Merck Enterprises, Inc.	Spartanburg	SC	29301	(864) 576-8622
East Pointe Shoppes	In His Most Holy Service, LLC	Spartanburg	SC	29307	(864) 529-0770
Rocky Creek Place	In His Most Holy Service, LLC	Spartanburg	SC	29316	(864) 578-1818
Brickyard Crossing	Southern Clipper, Inc.	Summerville	SC	29483	(843) 873-5899
The Corner at Wescott	Southern Clipper, Inc.	Summerville	SC	29485	(843) 695-0177
Trolley Square	Southern Clipper, Inc.	Summerville	SC	29485	(843) 486-0450
Second Mill Plaza	OnBoard, LLC	Sumter	SC	29154	(803) 775-6725
Surfside Commons	Eva Holland	Surfside Beach	SC	29575	(843) 650-8711
Graystone Crossing	Ronona, LLC	Tega Cay	SC	29708	(803) 802-3920
Shoppes at Travelers Rest	Carolina Hair Care, Inc.	Travelers Rest	SC	29690	(864) 610-9112
Union Retail	B.H. Grace, Inc.	Union	SC	29379	(864) 441-0024
Dreher Plaza	OnBoard, LLC	West Columbia	SC	29169	(803) 791-9081
Location to be Determined	Donald Elliott		SC		
Location to be Determined	Donald Elliott		SC		
Location to be Determined	WHETYO, Inc.		SC		
Village Square Mail	CAS, Inc.	Brookings	SD	57006	(605) 692-2289
Mitchell	Snip, Inc.	Mitchell	SD	57301	(605) 292-0230
Black Hills Center	Shear Vision, LLC	Rapid City	SD	57701	(605) 721-5544
East North Plaza	Shear Vision, LLC	Rapid City	SD	57701	(605) 718-4278
Westridge Plaza	Shear Vision, LLC	Rapid City	SD	57702	(605) 716-6266
41st and Holly	CAS, Inc.	Sioux Falls	SD	57105	(605) 330-0431
East Ridge Mall	CAS, Inc.	Sioux Falls	SD	57110	(605) 334-7549
South Cliff Plaza	CAS, Inc.	Sioux Falls	SD	57108	(605) 332-7363
Village on Louise	CAS, Inc.	Sioux Falls	SD	57108	(605) 271-7110
West Side Plaza	CAS, Inc.	Sioux Falls	SD	57106	(605) 362-9345
Watertown	FMG, Inc.	Watertown	SD	57201	(605) 882-3840
Location to be Determined	CAS, Inc.		SD		
Location to be Determined	Snip, Inc.		SD		
Crabtree Commons	Donald Elliott	Alcoa	TN	37701	(865) 982-4038
Owen Place	Skedaddle, Inc.	Ashland City	TN	37015	(615) 792-8881
Concord Village	Comerstone Enterprises, Inc.	Brentwood	TN	37027	(615) 941-4476
Cool Springs	Comerstone Enterprises, Inc.	Brentwood	TN	37027	(615) 377-8009
Maryland Farms	L D Clips, Inc.	Brentwood	TN	37027	(615) 376-5051
1401 Volunteer Parkway	Gartner Development Group, LLC	Bristol	TN	37620	(423) 573-9880
Hurricane Creek	Wildfire, LLC	Chattanooga	TN	37421	(423) 894-4500
Lookout Valley Village	Harold Bledsoe	Chattanooga	TN	37419	(423) 822-0122
Northgate Mall	Lewis Patterson	Chattanooga	TN	37415	(423) 876-0600
Overlook at Hamilton Place	Lewis Patterson	Chattanooga	TN	37421	(423) 892-4944
Signal Mountain Village	Wildfire, LLC	Chattanooga	TN	37405	(423) 266-3232
Great Clips Shoppes at Peachers Mill	Blue Ridge Development Partners, LLC	Clarksville	TN	37042	(931) 221-0014
Great Escape Plaza	Blue Ridge Development Partners, LLC	Clarksville	TN	37042	(931) 647-0960
Madison Street Commons	1413 Development Corp, LLC	Clarksville	TN	37043	(931) 245-2756
River Point at Walmart Shops	1413 Development Corp, LLC	Clarksville	TN	37043	(931) 542-0422
Mouse Creek Crossing	Wildfire, LLC	Cleveland	TN	37311	(423) 478-8777
Ocoee Crossing	Wildfire, LLC	Cleveland	TN	37311	(423) 559-2555
Sterling Pointe	Wildfire, LLC	Cleveland	TN	37323	(423) 473-2856

Salon Name	Franchisee	City	State/Province	Zip	Phone
Tanner Place	Donald Elliott	Clinton	TN	37716	(865) 457-2776
Columbia Square Kroger Center	Cornerstone Enterprises, Inc.	Columbia	TN	38401	(931) 388-9600
Columbia WalMart Center	Cornerstone Enterprises, Inc.	Columbia	TN	38401	(931) 388-9991
Willow Bend	1413 Development Corp, LLC	Cookeville	TN	38501	(931) 372-8248
The Crossings	Donald Elliott	Crossville	TN	38555	(931) 707-3693
Hallcrest Plaza	Cornerstone Enterprises, Inc.	Dickson	TN	37055	(615) 446-0040
Fairview	Oak Images, LLC	Fairview	TN	37062	(615) 799-2200
Brooklawn Village	Donald Elliott	Farragut	TN	37934	(865) 966-8498
Alexander Plaza	Cornerstone Enterprises, Inc.	Franklin	TN	37064	(615) 591-5599
Fieldstone Farms	L D Clips, Inc.	Franklin	TN	37069	(615) 791-1000
Reid Hill Commons	L D Clips, Inc.	Franklin	TN	37064	(615) 790-4006
Thoroughbred Square	Cornerstone Enterprises, Inc.	Franklin	TN	37067	(615) 771-5177
Gallatin Village Green	Cornerstone Enterprises, Inc.	Gallatin	TN	37066	(615) 206-1889
Greensboro Village	Cornerstone Enterprises, Inc.	Gallatin	TN	37066	(615) 451-4637
First State Bank Center	Cornerstone Enterprises, Inc.	Goodlettsville	TN	37072	(615) 851-2945
Northcreek Kroger Commons	Cornerstone Enterprises, Inc.	Goodlettsville	TN	37072	(615) 859-4100
Drakes Creek Kroger	Cornerstone Enterprises, Inc.	Hendersonville	TN	37075	(615) 826-1555
Glenbrook Centre	Cornerstone Enterprises, Inc.	Hendersonville	TN	37075	(615) 826-1011
HG Hill Shopping Center	1413 Development Corp, LLC	Hermitage	TN	37076	(615) 391-0068
Creek Plantation Village	Lewis Patterson	Hixson	TN	37343	(423) 842-1700
Oak Park Town Center	Lewis Patterson	Hixson	TN	37343	(423) 877-6161
Jefferson Place	Donald Elliott	Jefferson City	TN	37760	(865) 475-0911
Crossings Pointe	Gartner Development Group, LLC	Johnson City	TN	37604	(423) 328-0423
Shoppes at West Market	Gartner Development Group, LLC	Johnson City	TN	37604	(423) 328-0244
Kingsport Pavilion	Gartner Development Group, LLC	Kingsport	TN	37660	(423) 343-7760
Earthfare Shops at Turkey Creek	Donald Elliott	Knoxville	TN	37934	(865) 777-0582
Fountain View Plaza	Donald Elliott	Knoxville	TN	37918	(865) 219-6959
Lakeside Village	Donald Elliott	Knoxville	TN	37922	(865) 692-0354
Northshore Town Center	Donald Elliott	Knoxville	TN	37922	(865) 531-7800
Northwest Plaza	Donald Elliott	Knoxville	TN	37921	(865) 521-6463
Rocky Hill	Donald Elliott	Knoxville	TN	37919	(865) 531-7686
Sherrill Hill Center	Donald Elliott	Knoxville	TN	37922	(865) 200-4890
South Grove	Donald Elliott	Knoxville	TN	37920	(865) 573-8038
Tate's Gallery	Donald Elliott	Knoxville	TN	37923	(865) 690-1683
LaVergne Station	1413 Development Corp, LLC	LaVergne	TN	37086	(615) 793-2556
Westview Plaza	Cornerstone Enterprises, Inc.	Lebanon	TN	37075	(615) 449-5490
Franklin Center	Donald Elliott	Lenoir City	TN	37771	(865) 988-5688
Hunt Creek Commons	1413 Development Corp, LLC	Manchester	TN	37355	(931) 723-7072
Market Place 411	Donald Elliott	Maryville	TN	37801	(865) 981-1613
Cumberland Plaza	Cornerstone Enterprises, Inc.	McMinnville	TN	37110	(931) 507-2550
Crockett Square	Donald Elliott	Morristown	TN	37813	(423) 254-1628
Mt. Juliet Village	1413 Development Corp, LLC	Mt. Juliet	TN	37122	(615) 758-3142
South-Providence	Cornerstone Enterprises, Inc.	Mt. Juliet	TN	37122	(615) 288-3062
Innsbrooke	K D Enterprises, Inc.	Murfreesboro	TN	37127	(615) 895-4199
Irongate Village-Kroger Center	1413 Development Corp, LLC	Murfreesboro	TN	37129	(615) 895-6896
Kensington Place	CTC Industries, LLC	Murfreesboro	TN	37130	(615) 895-2226
Rutherford Crossing	CTC Industries, LLC	Murfreesboro	TN	37130	(615) 895-1344
Stonetrace Commons	CTC Industries, LLC	Murfreesboro	TN	37128	(615) 494-1300

Salon Name	Franchisee	City	State/Province	Zip	Phone
The Oaks	CTC Industries, LLC	Murfreesboro	TN	37129	(615) 849-3663
Belle Meade Town Center	Skedaddle, Inc.	Nashville	TN	37205	(615) 292-2291
Bellevue Place SC	Cornerstone Enterprises, Inc.	Nashville	TN	37221	(615) 673-9350
Donelson Crossings	CTC Industries, LLC	Nashville	TN	37214	(615) 457-2138
Green Hills	L D Clips, Inc.	Nashville	TN	37215	(615) 298-1001
Lion Head Village	Skedaddle, Inc.	Nashville	TN	37205	(615) 352-8144
Melrose	Carl Fultz	Nashville	TN	37204	(615) 678-4400
Nippers Comer	L D Clips, Inc.	Nashville	TN	37211	(615) 315-8700
Trace Creek Commons	Cornerstone Enterprises, Inc.	Nashville	TN	37221	(615) 673-2291
Newport Town Center	Donald Elliott	Newport	TN	37821	(423) 623-9443
Great Clips at Ooltewah	Great Ideas, LLC	Ooltewah	TN	37363	(423) 238-7660
Snow Hill Village	Great Ideas, LLC	Ooltewah	TN	37363	(423) 910-0306
Allison Crossing	Gartner Development Group, LLC	Piney Flats	TN	37686	(423) 538-0275
Food City Shops	Donald Elliott	Sevierville	TN	37862	(865) 429-6161
Mane Street Shopping Center	K D Enterprises, Inc.	Shelbyville	TN	37160	(931) 680-7400
Lee Village	LTZ Enterprises, Inc.	Smyrna	TN	37167	(615) 775-5644
Parkway Town Centre	LTZ Enterprises, Inc.	Smyrna	TN	37167	(615) 220-9373
Soddy Daisy Crossing	Wildfire, LLC	Soddy Daisy	TN	37379	(423) 332-0555
Port Royal Kroger Center	Cornerstone Enterprises, Inc.	Spring Hill	TN	37174	(931) 486-1700
Spring Hill Publix Center	Cornerstone Enterprises, Inc.	Spring Hill	TN	37174	(615) 302-0767
Springfield Station Kroger Center	Cornerstone Enterprises, Inc.	Springfield	TN	37172	(615) 382-9188
Forrest Gallery	K D Enterprises, Inc.	Tullahoma	TN	37388	(931) 393-2640
Merchants Central	K D Enterprises, Inc.	Winchester	TN	37398	(931) 968-1324
Location to be Determined	1413 Development Corp, LLC		TN		
Location to be Determined	A & C Clips, LLC/Cornerstone Enterprises, Inc.		TN		
Location to be Determined	Allen Hwang		TN		
Location to be Determined	Cornerstone Enterprises, Inc.		TN		
Location to be Determined	Donald Elliott		TN		
Location to be Determined	Donald Elliott		TN		
Location to be Determined	Donald Elliott		TN		
Location to be Determined	Gartner Development Group, LLC		TN		
Location to be Determined	Great Ideas, LLC		TN		
Location to be Determined	James Allen		TN		
Location to be Determined	Jonathan Welch		TN		
Location to be Determined	L D Clips, Inc.		TN		
Location to be Determined	Pateras, LLC		TN		
Location to be Determined	Wildfire, LLC		TN		
Location to be Determined	Wildfire, LLC		TN		
Addison Town Center	Clips DFW, LLC	Addison	TX	75001	(972) 247-8688
Allen Angel	Great Texas Partners, LP	Allen	TX	75002	(972) 396-5800
Town Center Crossing	FSG Group Partners, LP	Allen	TX	75013	(972) 359-0144
Alvin Out Parcel	Jersby Enterprises, LLC	Alvin	TX	77511	(281) 331-6360
Hillside	Michael Hays	Amarillo	TX	79109	(806) 418-8579
Summit Shopping Center	Michael Hays	Amarillo	TX	79106	(806) 242-5477
Four Corners	Shearendipity, LLC	Angleton	TX	77515	(979) 849-5402
Arlington Highlands	First Clips, LLC	Arlington	TX	76018	(817) 465-9999
Cooper and Lamar	PSP Resources, LLC	Arlington	TX	76012	(817) 795-9898
Stanton Plaza	DFW Salons, LLC	Arlington	TX	76016	(817) 563-2577

Salon Name	Franchisee	City	State/Province	Zip	Phone
		Arlington	TX	76001	(817) 563-5932
Sublett Crossing	DFW Salons, LLC	Austin	TX	78750	(512) 401-2437
Anderson Arbor Shoppes	Team Sailing, Inc.	Austin	TX	78749	(512) 288-2444
Escarpment Village	Mane Image, LLC	Austin	TX	78759	(512) 795-2223
Gateway Plaza	XZR Investments, LLC	Austin	TX	78717	(512) 331-0412
Lakeline Market	Team Sailing, Inc.	Austin	TX	78723	(512) 480-0605
Market District at Mueller	Mane Image, LLC	Austin	TX	78757	(512) 206-4400
Northcross Shopping Center	Mane Image, LLC	Austin	TX	78731	(512) 231-1325
Old Quarry Village	Mane Image, LLC	Austin	TX	78726	(512) 250-5131
Plaza Volente	Mane Image, LLC	Austin	TX	78732	(512) 266-9221
Quinlan Crossing	Mane Image, LLC	Austin	TX	78753	(512) 833-6536
Techridge Plaza	Duc Do	Austin	TX	78758	(512) 719-3196
The Market at Parmer	Duc Do	Austin	TX	78717	(512) 218-0030
The Plaza at Avery Ranch	Team Sailing, Inc.	Austin	TX	78751	(512) 419-1980
The Triangle	Westend Holdings, Inc	Austin	TX	78749	(512) 899-3105
West Creek Village	Westend Holdings, Inc	Austin	TX	78745	(512) 899-8188
Westgate	Waterloo Ventures, Inc.	Bastrop	TX	78602	(512) 332-2488
Burleson Crossing	Mane Image, LLC	Bedford	TX	76021	(817) 283-9898
Harwood Central Village	PSP Resources, LLC	Bee Cave	TX	78738	(512) 263-0535
Village of Bee Cave	James Howard & Associates, Inc.	Bellmead	TX	76705	(254) 412-1902
The Crossing Shopping Center	K&M Clips, Inc.	Belton	TX	76513	(254) 939-7771
Belton Corners	Aristoxus, LLC	Benbrook	TX	76126	(817)-249-5503
Benbrook Shopping Center	MegaClips, LLC	Boerne	TX	78006	(830) 816-2234
Boerne	Team Sailing, Inc.	Bryan	TX	77808	(979) 776-8888
Colony Park	Sunset Rock, Inc.	Bryan	TX	77802	(979) 779-9700
The Tejas Center	Sunset Rock, Inc.	Buda	TX	78610	(512) 295-7979
Buda Town Center	Mane Image, LLC	Bulverde	TX	78163	(830) 438-7006
Bulverde Retail Park	FWVI 01, LLC	Burleson	TX	76028	(817) 295-3597
Burleson	MegaClips, LLC	Carrollton	TX	75007	(972) 395-3983
Hebron Parkway	First Clips, LLC	Carrollton	TX	75007	(972) 820-5669
Josey Oaks Crossing	Wooju Clips, LLC	Carrollton	TX	75006	(972) 323-1877
Josey Ranch	First Clips, LLC	Cedar Hill	TX	75104	(972) 293-7132
Cedar Hill Crossing	MegaClips, LLC	Cedar Hill	TX	75104	(972) 293-7132
Cedar Park Towne Center	Mane Image, LLC	Cedar Park	TX	78613	(512) 986-7004
Cypress Bend	Mane Image, LLC	Cedar Park	TX	78613	(512) 401-2547
Wolf Pen Plaza	Sunset Rock, Inc.	College Station	TX	77840	(979) 693-8700
Town Center at Colleyville	Colleyville Clips, LLC	Colleyville	TX	76034	(817) 498-7113
Conroe HEB #2	Hinan Corporation	Conroe	TX	77304	(936) 756-7299
Lotts Landing	Binepal Malhi Joint Ventures LLC	Converse	TX	78109	(210) 662-7016
Coppell Crossing	R&J Group Corporation	Coppell	TX	75019	(972) 462-9370
Five Hills	Aristoxus, LLC	Copperas Cove	TX	76522	(254) 518-5518
Kensington Square	FSG Group Partners, LP	Corinth	TX	76210	(940) 498-4444
Alameda HEB	UHCH, Inc.	Corpus Christi	TX	78404	(361) 854-7328
Everhart Park	Kemp Clips LLC	Corpus Christi	TX	78413	(361) 299-5680
Crosby Retail Center	S & S HairTrendz LLC	Crosby	TX	77532	(281) 462-1600
Dollar Tree Plaza	SandGar, LLC	Crowley	TX	76036	(817) 297-4417
Cypress Mill Plaza	Hume Management, LLC	Cypress	TX	77429	(281) 256-8488
Cypress Village	Horse Thieving Investments, Inc.	Cypress	TX	77429	(281) 257-9660
Fairfield Country Shops	Hinan Corporation	Cypress	TX	77433	(281) 304-4300



Salon Name	Franchisee	City	State/Province	Zip	Phone
		Dallas	TX	75218	(214) 320-8232
Casa Linda	First Clips, LLC	Dallas	TX	75287	(972) 267-2547
Frankford Pavilion	Jollie Clips, LLC	Dallas	TX	75230	(972) 788-8189
Market at Preston Forest	Synectics, LLC	Dallas	TX	75214	(214) 826-0006
Mockingbird Commons	GTX Enterprises, LLC	Dallas	TX	75238	(214) 341-7648
Northview Plaza	GTX Enterprises, LLC	Dallas	TX	75206	(214) 363-1554
Old Town SC	GTX Enterprises, LLC	Dallas	TX	75254	(972) 788-2197
Prestonwood Town Center	J&E Clips, Inc.	Dallas	TX	75220	(214) 654-0055
The Village of Preston Hollow	Scissors Rule Inc.	Dallas	TX	76210	(940) 380-9444
Hickory Creek Plaza	Kitty Paw Corporation	Denton	TX	76205	(940) 483-9995
Oak Tree Plaza	Honking Dog Corporation	Denton	TX	76201	(940) 383-3017
University Place	Kitty Paw Corporation	Denton	TX	78620	(512) 858-1301
Shoppes at Walker Springs	Mane Image, LLC	Dripping Springs	TX	77437	(979) 578-9558
El Campo Town Center	FASA Ventures, LLC	El Campo	TX	76039	(817) 545-3339
Heritage Towne Crossing	Tamla Clips, LLC	Euless	TX	75028	(972) 956-9090
Cross Timbers	AHA Ventures, LLC	Flower Mound	TX	75028	(972) 691-0100
Cross Timbers Village	AHA Ventures, LLC	Flower Mound	TX	75028	(972) 355-5107
The Shops at Flower Mound	First Clips, LLC	Flower Mound	TX	76137	(817) 232-3095
Basswood Crossing	Yellow Rose Clippers, LLC	Fort Worth	TX	76107	(817) 570-9099
Chapel Hill	Robica Asfandyar	Fort Worth	TX	76108	(817) 246-4011
Clifford Retail Center	Yellow Rose Clippers, LLC	Fort Worth	TX	76177	(817) 750-4444
Heritage Trace	Yellow Rose Clippers, LLC	Fort Worth	TX	76132	(817) 263-8023
Hulen Pointe	J2 Clips, Inc.	Fort Worth	TX	76133	(817) 423-9280
McCart Village	R2Y2M Clips, LLC	Fort Worth	TX	76116	(817) 569-9922
Ridgmar Centre	DFW Salons, LLC	Fort Worth	TX	76109	(817) 377-1810
Trinity Commons	DFW Salons, LLC	Fort Worth	TX	75035	(972) 547-9966
Custer Star	Kitty Paw Corporation	Frisco	TX	75034	(214) 387-4644
Frisco Marketplace	FSG Group Partners, LP	Frisco	TX	75034	(972) 335-0095
Legacy Center	FSG Group Partners, LP	Frisco	TX	75034	(214) 872-4400
Teel Village	Kitty Paw Corporation	Frisco	TX	75034	(469) 362-2999
Westside Market	Kitty Paw Corporation	Frisco	TX	76244	(817) 337-1992
Golden Beach Marketplace	Yellow Rose Clippers, LLC	Ft. Worth	TX	76244	(817) 741-4444
Timberland	Yellow Rose Clippers, LLC	Ft. Worth	TX	76244	(817) 741-4444
Firewheel Market	Great Texas Partners, LP	Garland	TX	75040	(972) 530-7000
Shiloh Springs	Great Texas Partners, LP	Garland	TX	75044	(972) 496-6653
Cedar Breaks	Mane Image, LLC	Garland	TX	78633	(512) 863-5871
Wolf Ranch	Mane Image, LLC	Georgetown	TX	78628	(512) 863-3439
Granbury	MegaClips, LLC	Georgetown	TX	76048	(817) 579-8300
Carrier Towne Crossing	Carrier Clips, LLC	Granbury	TX	75052	(972) 642-2547
Great Southwest Shopping Center	GSW Clips, LLC	Grand Prairie	TX	75052	(972) 206-2821
Lake Prairie Town Crossing	Lake Prairie Clips, LLC	Grand Prairie	TX	75052	(972) 660-2222
Park Place	Smart Etc.	Grand Prairie	TX	76051	(817) 416-2547
Market Heights	Mane Image, LLC	Grapevine	TX	76548	(254) 699-3858
Ashford Center	ABT Cutters, Inc.	Harker Heights	TX	77077	(281) 870-1765
Beltway Sabo	Blankenclips, Inc./Wilkinson	Houston	TX	77089	(281) 481-3960
Easton Commons	WalPat Ventures LLC	Houston	TX	77095	(281) 550-4865
Fort Bend	WalPat Ventures LLC	Houston	TX	77083	(281) 530-2476
Heights Marketplace	JZJ Delight, Inc.	Houston	TX	77007	(281) 974-2748
Merchant's Park	ABT Cutters, Inc.	Houston	TX	77008	(713) 426-9044

Salon Name	Franchisee	City	State/Province	Zip	Phone
Meyerland Commons	Blankenclips, Inc./Wilkinson	Houston	TX	77096	(713) 349-0120
Sawyer Heights Village	ABT Cutters, Inc.	Houston	TX	77007	(713) 802-0229
Shops at Oak Forest	R&D Clips, Inc.	Houston	TX	77018	(713) 812-7577
Shops at Vintage	S & S HairTrendz LLC	Houston	TX	77070	(281) 251-0400
Village Plaza at Bunker Hill	JZJ Delight, Inc.	Houston	TX	77055	(713) 468-4951
Windermere Village Shopping Center	Polaris Shipping LLC	Houston	TX	77065	(281) 758-8452
Atasca Oaks	KC & M Enterprises, LLC	Humble	TX	77346	(281) 812-4888
Park Lakes Landing	SERA Enterprises, LLC	Humble	TX	77396	(281) 570-2543
Precinct Line Center	Wetnose, LLC	Hurst	TX	76053	(817) 282-5002
Grande Shopping Center	R & S Management Group LLC	Irving	TX	75062	(972) 257-0777
MacArthur Park Shopping Center	MacArthur Headhunters, Inc.	Irving	TX	75063	(972) 869-0633
Bay Hill	CVS Enterprises, LLC	Katy	TX	77494	(281) 392-1110
Grand Lakes	CVS Enterprises, LLC	Katy	TX	77494	(281) 665-1158
Highland Knoll	Katy Clips, Inc.	Katy	TX	77450	(281) 647-6760
Keller Town Crossing	Winnergy, LLC	Keller	TX	76248	(817) 431-4646
Kerrville Junction	You Sit We Clip, LLC	Kerrville	TX	78028	(830) 792-0400
Northpark	GTG Chicas, LLC/Horse Thieving Investments, Inc.	Kingwood	TX	77339	(281) 354-3130
Kyle Marketplace	Westend Holdings, Inc	Kyle	TX	78640	(512) 268-0300
Lake Jackson Commons	Blankenclips, Inc./Wilkinson	Lake Jackson	TX	77566	(979) 285-2075
Star Village Commons	Independence Clips, L.P.	Lake Worth	TX	76135	(817) 237-4831
Lakeway Towne Center	MOCO-FINSON, LLC	Lakeway	TX	78734	(512) 263-9003
CFT Laredo Plaza	Krishna 1 Franchising, LLC	Laredo	TX	78045	(956) 791-2547
League City Marketplace	Jersby Enterprises, LLC	League City	TX	77573	(281) 337-5017
South Shore Marketplace	Medesta Management LLC	League City	TX	77573	(281) 334-7170
Gateway at Leander	Westend Holdings, Inc	Leander	TX	78641	(512) 260-7294
Lakepointe Towne Crossing	R&J Group Corporation	Lewisville	TX	75057	(214) 488-0434
Market at Valley Parkway	FSG Group Partners, LP	Lewisville	TX	75067	(214) 488-8371
Little Elm Towne Crossing	Honking Dog Corporation	Little Elm	TX	75068	(972) 292-0600
Gateway Plaza	Clips Ahoy, Inc.	Live Oak	TX	78233	(210) 657-2547
Chisholm Trail	K2RB, LLC	Lockhart	TX	78644	(512) 359-4146
19th and Quaker	PAJ, Inc.	Lubbock	TX	79407	(806) 799-1777
Lubbock Commons	PAJ, Inc.	Lubbock	TX	79424	(806) 783-0769
North Kingsgate Center	PAJ, Inc.	Lubbock	TX	79423	(806) 795-2100
University Place	PAJ, Inc.	Lubbock	TX	79409	(806) 747-3212
Magnolia	GTG Chicas, LLC	Magnolia	TX	77354	(936) 271-0006
Matlock Center	Mansfield Clips, LLC	Mansfield	TX	76063	(817) 453-5776
The Commons	Juno Clips, LLC	Mansfield	TX	76063	(817) 453-4405
Northlake Plaza	MOCO-FINSON, LLC	Marble Falls	TX	78654	(830) 201-4020
380 Towne Crossing	Smithalutions, Inc.	McKinney	TX	75071	(972) 548-9830
Hardin Village	FSG Group Partners, LP	McKinney	TX	75070	(972) 548-2547
McKinney Town Crossing	Kitty Paw Corporation	McKinney	TX	75070	(972) 727-9300
Shops at Eagle Point	Honking Dog Corporation	McKinney	TX	75071	(972) 542-4454
Pioneer Plaza	J&E Clips, Inc.	Mesquite	TX	75149	(972) 288-2631
Midlothian Crossing	MegaClips, LLC	Midlothian	TX	76065	(972) 775-2211
Missouri City	ABT Cutters, Inc.	Missouri City	TX	77459	(281) 403-2242
Shops at Vicksburg	Majid Amiri	Missouri City	TX	77459	(281) 431-5800
Westpointe Village	Team Sailing, Inc.	New Braunfels	TX	78132	(830) 608-1449
Tarrant Parkway Plaza	Winnergy, LLC	North Richland Hills	TX	76182	(817) 605-3444

Salon Name	Franchisee	City	State/Province	Zip	Phone
Park Row Place	JDC Salons, LLC	Pantego	TX	76013	(817) 460-1441
Centre at Broadway	Blankenclips, Inc.	Pearland	TX	77581	(281) 997-3400
The Crossing at 288	KC & M Enterprises, LLC	Pearland	TX	77584	(713) 436-0222
Pflugerville Crossing	Wilder Enterprises, Inc.	Pflugerville	TX	78660	(512) 251-3447
Independence Square	GTX Enterprises, LLC	Plano	TX	75075	(972) 612-3488
Legacy Plaza	FSG Group Partners, LP	Plano	TX	75024	(972) 208-9018
Preston Village	FSG Group Partners, LP	Plano	TX	75024	(972) 668-2547
Prestonwood Park	R & S Management Group LLC	Plano	TX	75093	(972) 403-7335
Signature Plaza	Honking Dog Corporation	Plano	TX	75025	(214) 387-6999
Suncreek Village	FSG Group Partners, LP	Plano	TX	75074	(972) 801-9055
The Village of Los Rios	Radhe Kishan, Inc.	Plano	TX	75074	(972) 633-8818
Windhaven Plaza	Jejudo Clips, LLC	Plano	TX	75093	(972) 403-1286
Coldwater Creek	Team Sailing, Inc.	Pleasanton	TX	78064	(830) 569-1993
Red Oak	MegaClips, LLC	Red Oak	TX	75154	(972) 576-2772
Pavillion East Center	Great Texas Partners, LP	Richardson	TX	75080	(972) 669-3935
Richland Village	GTX Enterprises, LLC	Richardson	TX	75081	(972) 907-1208
Waterside	CVS Enterprises, LLC	Richardson	TX	77407	(281) 232-0020
Windswept Plaza	Bella-Z Management, LLC	Richmond	TX	78382	(361) 790-5202
Shops at Stone Creek	Kitty Paw Corporation	Rockport	TX	75087	(972) 722-6660
Steger Towne Crossing	Rockwall Clips, LLC	Rockwall	TX	75032	(972) 771-8899
Cat Hollow	James Howard & Associates, Inc.	Rockwall	TX	78681	(512) 248-8909
Round Rock Crossing	Wilder Enterprises, Inc.	Round Rock	TX	78664	(512) 388-4844
Shops at Palm Valley	XZR Investments, LLC	Round Rock	TX	78664	(512) 388-8817
Liberty Crossing	Licky's LLC	Rowlett	TX	75089	(214) 607-1786
Basswood Village	La Corrida Investments, LLC	Saginaw	TX	76131	(817) 847-7570
Alon Town Centre	AJ Odyssey Inc.	San Antonio	TX	78231	(210) 444-9508
Austin Highway Retail Center	RnBStylin, Ltd	San Antonio	TX	78209	(210) 822-2971
Bandera Pointe	Team Sailing, Inc.	San Antonio	TX	78250	(210) 256-2900
Blanco Market	Team Sailing, Inc.	San Antonio	TX	78258	(210) 404-0994
Brook Hollow	Team Sailing, Inc.	San Antonio	TX	78232	(210) 545-2547
Churchill Estates Crossing	Classy Clippers, Inc.	San Antonio	TX	78248	(210) 493-9543
City Base West	AJ Odyssey Inc.	San Antonio	TX	78223	(210) 333-0077
Cross Creek Shopping Center	JS Cano, LLC	San Antonio	TX	78251	(210) 314-6406
Fossil Creek	Synastry Management Group, Inc.	San Antonio	TX	78261	(210) 497-4247
HEB Shopping Center	Floyd Boys, Inc.	San Antonio	TX	78240	(210) 561-2847
Huebner Commons	RnBStylin, Ltd	San Antonio	TX	78230	(210) 561-1300
Leon Springs	Team Sailing, Inc.	San Antonio	TX	78257	(210) 698-6088
Marketplace	MyStyle, Inc.	San Antonio	TX	78238	(210) 684-9699
McCReless Market	Team Sailing, Inc.	San Antonio	TX	78223	(210) 533-2900
Medical Park Plaza	MyStyle, Inc.	San Antonio	TX	78229	(210) 614-5516
Nacodoches Village	Clips Ahoy, Inc.	San Antonio	TX	78217	(210) 657-4247
New Territories	MyStyle, Inc.	San Antonio	TX	78250	(210) 521-4247
Northtowne SC	Classy Clippers, Inc.	San Antonio	TX	78216	(210) 824-7176
Parliament Plaza	Team Sailing, Inc.	San Antonio	TX	78213	(210) 341-2612
Potranco Crossing	Classy Clippers, Inc.	San Antonio	TX	78251	(210) 680-7572
Potranco Village Center	Classy Clippers, Inc.	San Antonio	TX	78251	(210) 509-3331
Sonterra Park Market	AJ Odyssey Inc.	San Antonio	TX	78232	(210) 491-0600
Southpark Village	Team Sailing, Inc.	San Antonio	TX	78224	(210) 922-7797

Salon Name	Franchisee	City	State/Province	Zip	Phone
Sunset Ridge	Team Sailing, Inc.	San Antonio	TX	78209	(210) 822-4850
Thousand Oaks Centre	Team Sailing, Inc.	San Antonio	TX	78247	(210) 491-9740
University Square	Team Sailing, Inc.	San Antonio	TX	78230	(210) 558-7727
Village at Stone Oak	Synastry Management Group, Inc.	San Antonio	TX	78259	(210) 496-7676
Westlakes	A Clip Above, LLC	San Antonio	TX	78227	(210) 670-8000
Westpointe	A Clip Above, LLC	San Antonio	TX	78245	(210) 255-8900
Westwood Shopping Center	Synastry Management Group, Inc.	San Antonio	TX	78254	(210) 946-7676
Woodlake Crossing	Shamsa Noorani	San Antonio	TX	78244	(210) 666-2400
Stone Creek Crossing	Mane Image, LLC	San Marcos	TX	78666	(512) 392-4429
Tri-County SC	Clips Ahoy, Inc.	Scherz	TX	78154	(210) 654-8100
Seagoville	Full Steam a Head, Inc.	Seagoville	TX	75159	(972) 287-2522
Seguin Corners	Team Sailing, Inc.	Seguin	TX	78155	(830) 303-5560
Sherman Town Center	Synectics, LLC	Sherman	TX	75090	(903) 487-4222
Southlake Town Square	Wetnose, LLC	Southlake	TX	76092	(817) 416-1646
Hannover Commons	Hinan Corporation	Spring	TX	77388	(281) 907-6001
Imperial Oaks	Horse Thieving Investments, Inc.	Spring	TX	77386	(281) 298-2833
Shops at Spring Cypress	ADE Interests, Inc.	Spring	TX	77379	(281) 826-0040
Spring Town Center	Blankendclips, Inc./Wilkinson	Spring	TX	77379	(281) 528-7472
Stephenville	MegaClips, LLC	Stephenville	TX	76401	(254) 918-5200
Telfair HEB Sugarland	KC & M Enterprises, LLC	Sugarland	TX	77478	(281) 980-2098
Wildflower Court	Aristoxus, LLC	Temple	TX	76504	(254) 771-0222
Terrell Corners	Radhe Kishan, Inc.	Terrell	TX	75160	(469) 474-7892
Village Corners	First Clips, LLC	The Colony	TX	75056	(972) 624-6700
Grogan's Forest Center	Langlois, LLC	The Woodlands	TX	77380	(281) 296-0555
Pinecroft Center	Langlois, LLC	The Woodlands	TX	77380	(281) 419-9956
Shops at Alden Bridge	Hinan Corporation	The Woodlands	TX	77384	(281) 292-3900
Trophy Club Plaza	Winnergy, LLC	Trophy Club	TX	76262	(817) 490-8882
Oak Hills	Bammco-GC, Inc.	Tyler	TX	75703	(903) 939-0633
Shoppes at Shiloh	TDKJC, LLC	Tyler	TX	75707	(903) 939-0270
Kitty Hawk	Clips Ahoy, Inc.	Universal City	TX	78148	(210) 658-3061
Valley Mills HEB	K&M Clips, Inc.	Waco	TX	76711	(254) 300-4154
Woodway Plaza	K&M Clips, Inc.	Waco	TX	76712	(254) 666-0100
Richland Commons	La Corrida Investments, LLC	Watauga	TX	76148	(817) 788-0342
Watauga	Winnergy, LLC	Watauga	TX	76148	(817) 427-8874
Waxahachie	MegaClips, LLC	Waxahachie	TX	75165	(972) 938-2004
Weatherford Commons	Sun Shades International, Inc.	Weatherford	TX	76086	(817) 594-9499
Baybrook Marketplace	Jersby Enterprises, LLC	Webster	TX	77598	(281) 316-2080
Whitehouse Town Center	Bammco-GC, Inc.	Whitehouse	TX	75791	(903) 839-1133
Woodbridge Crossing	Honking Dog Corporation	Wylie	TX	75098	(972) 429-6556
Wylie	Radhe Kishan, Inc.	Wylie	TX	75098	(972) 886-8403
Location to be Determined	2C Salons, Inc.		TX		
Location to be Determined	2C Salons, Inc.		TX		
Location to be Determined	2C Salons, Inc.		TX		
Location to be Determined	A Clip Above, LLC		TX		
Location to be Determined	ABE Management, LLC		TX		
Location to be Determined	ABE Management, LLC		TX		
Location to be Determined	ABE Management, LLC		TX		
Location to be Determined	ABT Cutters, Inc.		TX		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	ABT Cutters, Inc.				TX
Location to be Determined	ABT Cutters, Inc.				TX
Location to be Determined	Achievers Ventures, LLC/Honking Dog Corporation				TX
Location to be Determined	ADE Interests, Inc.				TX
Location to be Determined	Aegean World Enterprise Corporation				TX
Location to be Determined	AHA Ventures, LLC				TX
Location to be Determined	AJ Odyssey Inc.				TX
Location to be Determined	Alamda Ventures, LLC				TX
Location to be Determined	Alamo City Clippers LLC				TX
Location to be Determined	Alamo City Clippers LLC				TX
Location to be Determined	Aristoxus, LLC				TX
Location to be Determined	Azeem Ahmed				TX
Location to be Determined	Barbara Crane				TX
Location to be Determined	Bel & Jon LLC				TX
Location to be Determined	Binepal Malhi Joint Ventures LLC				TX
Location to be Determined	Blankenclips, Inc.				TX
Location to be Determined	Bobby Mogford				TX
Location to be Determined	Carolyn Isaacson				TX
Location to be Determined	CE Shepler Partners, L.P./AHA Ventures, LLC				TX
Location to be Determined	ChundOne, LLC				TX
Location to be Determined	Classy Clippers, Inc.				TX
Location to be Determined	Clips Ahoy, Inc.				TX
Location to be Determined	Clips Ahoy, Inc.				TX
Location to be Determined	Clips Ahoy, Inc.				TX
Location to be Determined	Clips DFW, LLC				TX
Location to be Determined	Clips DFW, LLC				TX
Location to be Determined	CVS Enterprises, LLC				TX
Location to be Determined	David Graham				TX
Location to be Determined	Duane Meyer				TX
Location to be Determined	Duc Do				TX
Location to be Determined	Duc Do				TX
Location to be Determined	Elizabeth Okoli				TX
Location to be Determined	FASA Ventures, LLC				TX
Location to be Determined	FASA Ventures, LLC				TX
Location to be Determined	First Clips, LLC				TX
Location to be Determined	First Clips, LLC				TX
Location to be Determined	First Clips, LLC				TX
Location to be Determined	FSG Group Partners, LP				TX
Location to be Determined	Full Steam a Head, Inc.				TX
Location to be Determined	Full Steam a Head, Inc.				TX
Location to be Determined	GTX Enterprises, LLC				TX
Location to be Determined	GTX Enterprises, LLC				TX
Location to be Determined	Horse Thieving Investments, Inc.				TX
Location to be Determined	Horse Thieving Investments, Inc.				TX
Location to be Determined	Horse Thieving Investments, Inc.				TX
Location to be Determined	Hume Management, LLC				TX
Location to be Determined	Inson Byun				TX
Location to be Determined	J&E Clips, Inc.				TX

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	J&E Clips, Inc.				TX
Location to be Determined	JBI Holdings, LLC/Great Texas Partners, LP				TX
Location to be Determined	JDC Salons, LLC				TX
Location to be Determined	Joseph Kachinski				TX
Location to be Determined	JoshSun Enterprises, LLC				TX
Location to be Determined	JoshSun Enterprises, LLC				TX
Location to be Determined	KAKuts, Inc.				TX
Location to be Determined	Kitty Paw Corporation				TX
Location to be Determined	Kitty Paw Corporation				TX
Location to be Determined	Kitty Paw Corporation				TX
Location to be Determined	LBGC, Inc./Blankendclips, Inc.				TX
Location to be Determined	Licky's LLC				TX
Location to be Determined	Licky's LLC				TX
Location to be Determined	Lynndale Ventures LLC				TX
Location to be Determined	Lynndale Ventures LLC				TX
Location to be Determined	Lynndale Ventures LLC				TX
Location to be Determined	Mane Image, LLC				TX
Location to be Determined	MASF LLC				TX
Location to be Determined	Megapolis Clips, LLC				TX
Location to be Determined	Melissa Staudt				TX
Location to be Determined	Michael Hays				TX
Location to be Determined	Muhammad Haque				TX
Location to be Determined	MyStyle, Inc.				TX
Location to be Determined	Nooruddin Momin				TX
Location to be Determined	North Hill Star, LLC				TX
Location to be Determined	Pink Apple Inc.				TX
Location to be Determined	Polaris Shipping LLC				TX
Location to be Determined	PSP Resources, LLC				TX
Location to be Determined	Radhe Kishan, Inc.				TX
Location to be Determined	Radhe Kishan, Inc.				TX
Location to be Determined	Rajiv Saxena				TX
Location to be Determined	Rajiv Saxena				TX
Location to be Determined	Raul Fernandez				TX
Location to be Determined	Robert Trevino				TX
Location to be Determined	Russell Anderson				TX
Location to be Determined	Samuel Holland				TX
Location to be Determined	SandGar, LLC				TX
Location to be Determined	SandGar, LLC				TX
Location to be Determined	Scheve/Blankendclips, Inc.				TX
Location to be Determined	SCV Clips, LLC				TX
Location to be Determined	SERA Enterprises, LLC				TX
Location to be Determined	SERA Enterprises, LLC				TX
Location to be Determined	Shahzad Shah				TX
Location to be Determined	Smithalutions, Inc.				TX
Location to be Determined	Smithalutions, Inc.				TX
Location to be Determined	Srikanth Billa				TX
Location to be Determined	Sun Shades International, Inc.				TX
Location to be Determined	Sunset Rock, Inc.				TX

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Sunset Rock, Inc.		TX		
Location to be Determined	Synastry Management Group, Inc.		TX		
Location to be Determined	Synecotics, LLC		TX		
Location to be Determined	Synecotics, LLC		TX		
Location to be Determined	TCP Enterprises, LP by Cutting Concepts, Inc./Blankenclips, Inc.		TX		
Location to be Determined	Team Sailing, Inc.		TX		
Location to be Determined	Team Sailing, Inc.		TX		
Location to be Determined	Team Sailing, Inc.		TX		
Location to be Determined	Team Sailing, Inc.		TX		
Location to be Determined	Team Sailing, Inc.		TX		
Location to be Determined	Team Sailing, Inc.		TX		
Location to be Determined	Todd McCown		TX		
Location to be Determined	Todd McCown		TX		
Location to be Determined	UHCH, Inc.		TX		
Location to be Determined	UHCH, Inc.		TX		
Location to be Determined	UHCH, Inc.		TX		
Location to be Determined	UHCH, Inc.		TX		
Location to be Determined	Westend Holdings, Inc		TX		
Location to be Determined	Windward Associates LLC		TX		
Location to be Determined	Winnergy, LLC		TX		
Location to be Determined	XZR Investments, LLC		TX		
Location to be Determined	Yellow Rose Clippers, LLC		TX		
Location to be Determined	Yellow Rose Clippers, LLC		TX		
Location to be Determined	Yellow Rose Clippers, LLC		TX		
Location to be Determined	DS Ajer Corporation	American Fork	UT	84003	(801) 756-6370
The Meadows	Hutchinson-Hill, LC	Bountiful	UT	84010	(801) 292-5908
Gateway Crossing	Hutchinson-Hill, LC	Bountiful	UT	84010	(801) 292-2285
Winegars Marketplace	RK Ajer Ventures, LLC	Cedar City	UT	84720	(435) 867-4410
Cedar City Town Center	RK Ajer Ventures, LLC	Cedar City	UT	84720	(435) 865-0405
Providence Center	Hutchinson-Hill, LC	Centerville	UT	84014	(801) 294-7346
Marketplace Drive	Jenick, Inc.	Clinton	UT	84015	(801) 774-9998
Clinton Towne Center	Hutchinson-Hill, LC	Draper	UT	84020	(801) 495-9434
Bangerter Crossing	Jenick, Inc.	Draper	UT	84020	(801) 572-1944
Draper Plaza	Hutchinson-Hill, LC	Draper	UT	84020	(801) 572-5051
Hidden Valley Shopping Center	JSW Enterprises, LLC	Draper	UT	84020	(801) 789-5000
Parkway Crossroads	Fifth Avenue Ventures, Inc.	Eagle Mountain	UT	84043	(801) 451-9622
Foxglove	Sail-On Ventures, LLC	Farmington	UT	84025	(801) 451-9622
Heber City Plaza	JNL Ventures, Inc.	Heber City	UT	84032	(435) 654-5590
Herriman Town Center	Sail-On Ventures, LLC	Herriman	UT	84065	(801) 302-1535
Lone Peak Village	JNL Ventures, Inc.	Highland	UT	84003	(801) 763-1273
Cougar Place	Sail-On Ventures, LLC	Keams	UT	84118	(801) 963-1500
Wyndom Square	Fifth Avenue Ventures, Inc.	Layton	UT	84040	(801) 771-4000
Center Pointe	Fifth Avenue Ventures, Inc.	Lehi	UT	84043	(801) 768-2115
Lehi Macey's Center	Sail-On Ventures, LLC	Lehi	UT	84043	(801) 768-8234
West Bench Plaza	DS Ajer Corporation	Lehi	UT	84044	(801) 250-1191
Park Centre	RK Ajer Ventures, LLC	Magna	UT	84047	(801) 562-5925
Riverwalk	Ajer's Investment Management Corporation	Midvale	UT	84047	(801) 255-7522
Crosstowne Center	Ajer's Investment Management Corporation	Midvale	UT	84047	(801) 255-7522
North Logan Shoppes	JNL Ventures, Inc.	Murray	UT	84123	(801) 263-9450
North Ogden	JSW Enterprises, LLC	Murray	UT	84341	(435) 753-2470
	Sail-On Ventures, LLC	North Logan	UT	84414	(801) 782-6083
		North Ogden	UT		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Commons of Ogden	Jenick, Inc.	Ogden	UT	84404	(801) 627-4444
Northgate Village	Hutchinson-Hill, LC	Orem	UT	84057	(801) 802-2227
The Orchards	Hutchinson-Hill, LC	Orem	UT	84097	(801) 765-4757
Newpark Center	Hutchinson-Hill, LC	Park City	UT	84098	(435) 658-2980
Great Clips at Payson	RK Ajer Ventures, LLC	Payson	UT	84651	(801) 465-1841
Great Clips at Pleasant Grove	Sail-On Ventures, LLC	Pleasant Grove	UT	84062	(801) 785-2740
Creek View Plaza	Fifth Avenue Ventures, Inc.	Price	UT	84501	(435) 637-8800
Providence Town Center	Hutchinson-Hill, LC	Providence	UT	84332	(435) 787-9777
Brigham's Landing	JNL Ventures, Inc.	Provo	UT	84604	(801) 377-7788
River Village	Jenick, Inc.	Riverdale	UT	84405	(801) 392-9322
Riverton Plaza	JNL Ventures, Inc.	Riverton	UT	84065	(801) 446-8586
Rose Creek Crossing	JNL Ventures, Inc.	Riverton	UT	84065	(801) 446-2820
Rimrock Market Place	RK Ajer Ventures, LLC	Saint George	UT	84790	(435) 688-1234
Sunset Plaza	RK Ajer Ventures, LLC	Saint George	UT	84770	(435) 652-0999
721 Center	Fifth Avenue Ventures, Inc.	Salt Lake City	UT	84106	(801) 484-2208
9th and 9th	Hutchinson-Hill, LC	Salt Lake City	UT	84105	(801) 575-8580
Brickyard Plaza	R Rock Marketing, Inc.	Salt Lake City	UT	84106	(801) 485-0903
East Village SC	R Rock Marketing, Inc.	Salt Lake City	UT	84108	(801) 486-7311
Foothill Village	R Rock Marketing, Inc.	Salt Lake City	UT	84020	(801) 583-7696
Mill Creek Plaza	Hutchinson-Hill, LC	Salt Lake City	UT	84107	(801) 288-8847
Olympus Hills	Hutchinson-Hill, LC	Salt Lake City	UT	84124	(801) 277-9910
Super Albertson Center	Jenick, Inc.	Salt Lake City	UT	84117	(801) 272-8202
High Point	Ajer's Investment Management Corporation	Sandy	UT	84094	(801) 233-8766
Little Cottonwood	JNL Ventures, Inc.	Sandy	UT	84093	(801) 748-1422
Harvest Village	Fifth Avenue Ventures, Inc.	South Jordan	UT	84095	(801) 280-1243
Town Common	JNL Ventures, Inc.	South Jordan	UT	84095	(801) 253-2547
Cross Point	Fifth Avenue Ventures, Inc.	South Ogden	UT	84403	(801) 479-5556
Woods Cross	JSW Enterprises, LLC	Springville	UT	84663	(801) 489-4024
Syracuse Center	Jenick, Inc.	Syracuse	UT	84075	(801) 825-1606
Tooele Towne Center	Sail-On Ventures, LLC	Tooele	UT	84074	(435) 843-9410
Diamond Mountain Shopping Center	Ajer's Investment Management Corporation	Vernal	UT	84078	(435) 781-1110
Telegraph Square	RK Ajer Ventures, LLC	Washington	UT	84780	(435) 627-9090
Jordan Landing	DS Ajer Corporation	West Jordan	UT	84084	(801) 282-3150
Oquirrh View	Fifth Avenue Ventures, Inc.	West Valley	UT	84118	(801) 963-4477
Hunter Park Plaza	Ajer's Investment Management Corporation	West Valley City	UT	84120	(801) 967-3367
West Valley Pavilion	Ajer's Investment Management Corporation	West Valley City	UT	84128	(801) 968-0699
Willowwood	Fifth Avenue Ventures, Inc.	West Valley City	UT	84119	(801) 966-5100
Location to be Determined	Ajer's Investment Management Corporation		UT		
Location to be Determined	Ajer's Investment Management Corporation		UT		
Location to be Determined	DS Ajer Corporation		UT		
Location to be Determined	DS Ajer Corporation		UT		
Location to be Determined	Erickson Enterprises, Inc./JNL Ventures, Inc.		UT		
Location to be Determined	Fifth Avenue Ventures, Inc.		UT		
Location to be Determined	Fifth Avenue Ventures, Inc.		UT		
Location to be Determined	Hutchinson-Hill, LC		UT		
Location to be Determined	Jenick, Inc.		UT		
Location to be Determined	Jenick, Inc.		UT		
Location to be Determined	Jenick, Inc.		UT		



Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Jenick, Inc.		UT		
Location to be Determined	Jenick, Inc.		UT		
Location to be Determined	R Rock Marketing, Inc.		UT		
Location to be Determined	Sail-On Ventures, LLC		UT		
Location to be Determined	Sail-On Ventures, LLC		UT		
Location to be Determined	Sail-On Ventures, LLC		UT		
Location to be Determined	Sail-On Ventures, LLC		UT		
Location to be Determined	Sail-On Ventures, LLC		UT		
Broadlands Marketplace	Cut & Style of Broadlands, LLC	Ashburn	VA	20148	(703) 723-9390
Ashland Square	Mirus, LLC	Ashland	VA	23005	(804) 798-0771
Gables Shopping Center	Christopher Jeffords	Blacksburg	VA	24060	(540) 951-4247
Virginia Tech Circle	Christopher Jeffords	Blacksburg	VA	24060	(540) 552-6200
Cahoon Commons	Tidewater Clippers, LLC	Chesapeake	VA	23322	(757) 382-0003
Chesapeake Square	Mirus, LLC	Chesapeake	VA	23321	(757) 465-5700
Edinburgh North	Tidewater Clippers, LLC	Chesapeake	VA	23322	(757) 432-1006
Walmart Way Crossing	Tidewater Clippers, LLC	Chesapeake	VA	23320	(757) 548-0119
Bermuda Square	Mirus, LLC	Chester	VA	23831	(804) 768-8882
Court House Commons	Mirus, LLC	Chesterfield	VA	23832	(804) 717-9310
Hancock Village	Paradocs, Inc.	Chesterfield	VA	23832	(804) 739-4299
Southpark Crossing	Medusa Enterprises, Inc.	Colonial Heights	VA	23834	(804) 520-4420
Turnpike Center	DIPPA CUTS, Inc.	Fairfax	VA	22031	(703) 537-0880
West Falls Church	DIPPA CUTS, Inc.	Falls Church	VA	22042	(703) 204-1626
Graves Mill	Mountainview Cutters, LLC	Forest	VA	24551	(434) 485-1863
Celebrate Virginia	Mirus, LLC	Fredericksburg	VA	22406	(540) 752-1300
Central Park	Mirus, LLC	Fredericksburg	VA	22401	(540) 785-2522
Cosners Corner	Mirus, LLC	Fredericksburg	VA	22407	(540) 834-5550
Harrison Crossing	Mirus, LLC	Fredericksburg	VA	22407	(540) 785-7711
Salem Church	Mirus, LLC	Fredericksburg	VA	22407	(540) 785-9300
Crossridge	Mirus, LLC	Glen Allen	VA	23060	(804) 756-7011
Short Pump Village	Mirus, LLC	Glen Allen	VA	23060	(804) 364-2424
Virginia Center Marketplace	Mirus, LLC	Glen Allen	VA	23060	(804) 261-9864
Herndon Parkway Crossing	Haiski and Anski LLC	Herndon	VA	20170	(571) 306-7870
Forest Plaza West	Mountainview Cutters, LLC	Lynchburg	VA	24501	(434) 385-8034
Wards Crossing	Southeast Salons, LLC	Lynchburg	VA	24502	(434) 832-1117
Madison Heights Square	Mountainview Cutters, LLC	Madison Heights	VA	24572	(434) 221-9739
Shops at County Center	Metro Clips, LLC	Manassas	VA	20112	703-794-7465
Signal Hill	Metro Clips, LLC	Manassas	VA	20110	(703) 330-4658
Creighton Crossing	Paradocs, Inc.	Mechanicsville	VA	23111	(804) 559-2905
Rutland Commons	Joseph Crowley	Mechanicsville	VA	23116	(804) 730-1127
Bellgrade	Paradocs, Inc.	Midlothian	VA	23113	(804) 897-6400
Chesterfield Crossing	Mirus, LLC	Midlothian	VA	23112	(804) 763-6500
Westchester Commons	Paradocs, Inc.	Midlothian	VA	23113	(804) 378-4455
Patrick Henry Mall	Bay Clips, Inc.	Newport News	VA	23602	(757) 249-8964
Little Creek	Tidewater Clippers, LLC	Norfolk	VA	23505	(757) 480-2887
Old Dominion University	Mirus, LLC	Norfolk	VA	23508	(757) 440-8611
Oxbridge Square	Medusa Enterprises, Inc.	North Chesterfield	VA	23236	(804) 447-4705
Stonebridge Plaza	Medusa Enterprises, Inc.	North Chesterfield	VA	23225	(804) 745-6100
Marketplace Square	Bay Clips, Inc.	Portsmouth	VA	23703	(757) 337-0756

Salon Name	Franchisee	City	State/Province	Zip	Phone
Powhatan Shoppes at Southcreek	Clips 4 M and E, Inc.	Powhatan	VA	23139	(804) 379-1535
Laburnum Park Shopping Center	Mirus, LLC	Richmond	VA	23231	(804) 226-9300
Libbie Place	Paradocs, Inc.	Richmond	VA	23230	(804) 288-3688
Lucks Lane	Paradocs, Inc.	Richmond	VA	23236	(804) 423-6612
Towne Crossing	Paradocs, Inc.	Richmond	VA	23113	(804) 379-5003
Kroger Center at Bonsack	Christopher Jeffords	Roanoke	VA	24012	(540) 977-1107
Southwest Plaza	Christopher Jeffords	Roanoke	VA	24018	(540) 725-2007
Towne Square	Mountainview Cutters, LLC	Roanoke	VA	24012	(540) 492-3961
Lakeside Plaza	Mountainview Cutters, LLC	Salem	VA	24153	(540) 492-2482
Peacock Market Plaza	Desi Cuts, Inc.	South Riding	VA	20152	(703) 327-5388
Doc Stone Commons	Mirus, LLC	Stafford	VA	22554	(540) 657-7117
Suffolk Specialty Shops	Tidewater Clippers, LLC	Suffolk	VA	23434	(757) 934-9984
Columbus Village	Tidewater Clippers, LLC	Virginia Beach	VA	23462	(757) 473-2122
General Booth	Tidewater Clippers, LLC	Virginia Beach	VA	23454	(757) 426-2887
Haygood Shopping Center	Tidewater Clippers, LLC	Virginia Beach	VA	23455	(757) 460-4744
Hilltop	Tidewater Clippers, LLC	Virginia Beach	VA	23451	(757) 491-1666
Kempsville Marketplace	Tidewater Clippers, LLC	Virginia Beach	VA	23462	(757) 351-3344
Kroger Plaza	Mirus, LLC	Virginia Beach	VA	23455	(757) 216-6953
Nimmo Parkway	Mirus, LLC	Virginia Beach	VA	23456	(757) 430-6170
Parkway Plaza	Mirus, LLC	Virginia Beach	VA	23452	(757) 368-2062
Redmill Commons	Tidewater Clippers, LLC	Virginia Beach	VA	23454	(757) 563-2887
Williamsburg	Ashraff Kareem	Williamsburg	VA	23188	(757) 220-8111
Stonewall Plaza	Jaan Holdings, LLC	Winchester	VA	22603	(540) 723-8726
Location to be Determined	Ameeta Shah		VA		
Location to be Determined	American Salons, LLC		VA		
Location to be Determined	Ashraff Kareem		VA		
Location to be Determined	Ashraff Kareem		VA		
Location to be Determined	Bay Clips, Inc.		VA		
Location to be Determined	Bay Clips, Inc.		VA		
Location to be Determined	Bay Clips, Inc.		VA		
Location to be Determined	Bay Clips, Inc.		VA		
Location to be Determined	Bay Clips, Inc.		VA		
Location to be Determined	Bay Clips, Inc.		VA		
Location to be Determined	Christopher Jeffords		VA		
Location to be Determined	Christopher Jeffords		VA		
Location to be Determined	Christopher Jeffords		VA		
Location to be Determined	Christopher Jeffords		VA		
Location to be Determined	Clips 4 M and E, Inc.		VA		
Location to be Determined	Cut & Style of Ashburn, LLC		VA		
Location to be Determined	Desi Cuts, Inc.		VA		
Location to be Determined	DIPPA CUTS, Inc.		VA		
Location to be Determined	Douglas Steele		VA		
Location to be Determined	Global Security Solutions, LLC		VA		
Location to be Determined	Haiski and Anski LLC		VA		
Location to be Determined	Jaan Holdings, LLC		VA		
Location to be Determined	James Roth		VA		
Location to be Determined	Jennifer Jenkins		VA		
Location to be Determined	Kenwest, Inc.		VA		
Location to be Determined	Kirk La		VA		

Salon Name	Franchisee	City	State/Province	Zip	Phone
Location to be Determined	Medusa Enterprises, Inc.		VA		
Location to be Determined	Medusa Enterprises, Inc.		VA		
Location to be Determined	Medusa Enterprises, Inc.		VA		
Location to be Determined	Mehul Desai		VA		
Location to be Determined	Mountainview Cutters, LLC		VA		
Location to be Determined	Paradocs, Inc.		VA		
Location to be Determined	Paradocs, Inc.		VA		
Location to be Determined	Prasad Rudraraju		VA		
Location to be Determined	Shear Investments, Inc.		VA		
Location to be Determined	Tidewater Clippers, LLC		VA		
Location to be Determined	Tidewater Clippers, LLC		VA		
Location to be Determined	Tidewater Clippers, LLC		VA		
Location to be Determined	Tidewater Clippers, LLC		VA		
Location to be Determined	Velta Moore		VA		
Prairie Creek Village	Great Star, Inc.	Arlington	WA	98223	(360) 435-3805
Lakeland Town Center	Speedco, Inc.	Auburn	WA	98092	(253) 833-1607
Winslow Village	Winds Aloft, LLC	Bainbridge Island	WA	98110	(206) 780-5359
Bellevue Plaza	Kanga, Inc.	Bellevue	WA	98004	(425) 455-1003
Lakeway Fred Meyer	Seaco, Inc.	Bellingham	WA	98229	(360) 714-1136
North Bellingham Fred Meyer	Seaco, Inc.	Bellingham	WA	98226	(360) 752-0911
Bonney Lake Village	Kanga, Inc.	Bonney Lake	WA	98391	(253) 826-2363
Canyon Park Place	Deltennium Clips, Inc.	Bothell	WA	98021	(425) 485-2228
Thomas Lake Center	Winds Aloft, LLC	Bothell	WA	98012	(425) 337-5755
Bremerton Fred Meyer	Winds Aloft, LLC	Bremerton	WA	98311	(360) 478-0958
Burien Plaza	Gardner Investments, LLC	Burien	WA	98166	(206) 277-2815
Cross Court Center	Seaco, Inc.	Burlington	WA	98233	(360) 757-2916
Riverstone Marketplace	MHD Enterprises, LLC	Camas	WA	98607	(360) 253-5484
Centralia Center	Discovery, LLC	Centralia	WA	98531	(360) 736-1230
Twin City Town Center	Discovery, LLC	Chehalis	WA	98532	(360) 748-6425
Cheney Plaza	Red Hill, Inc.	Cheney	WA	99004	(509) 559-5505
Bridge Street Plaza	Ryan Klaveano	Clarkston	WA	99403	(509) 758-5556
Covington Fred Meyer	Aplus Clips, LLC	Covington	WA	98042	(253) 639-4690
Redondo Square	SZR Hands, Inc.	Des Moines	WA	98198	(253) 529-8733
Duvall Safeway	R Rock Marketing, Inc.	Duvall	WA	98019	(425) 844-9571
Safeway Center	Sherlock, Inc.	East Wenatchee	WA	98802	(509) 886-3515
Edmonds	R Rock Marketing, Inc.	Edmonds	WA	98020	(425) 775-4246
Silver Firs	Winds Aloft, LLC	Everett	WA	98208	(425) 948-6691
South Point Plaza	Fullpassport, LLC	Everett	WA	98204	(425) 348-5950
Hoyt Road	Get H'air Done, Inc.	Federal Way	WA	98023	(253) 927-8600
Pavilion Centre	Get H'air Done, Inc.	Federal Way	WA	98003	(253) 946-8705
Ferndale Station	Seaco, Inc.	Ferndale	WA	98248	(360) 384-8061
Gig Harbor Retail	Winds Aloft, LLC	Gig Harbor	WA	98332	(253) 853-3338
Point Fosdick Square	Winds Aloft, LLC	Gig Harbor	WA	98335	(253) 853-1618
Grand Ridge Plaza	R Rock Marketing, Inc.	Issaquah	WA	98029	(425) 394-4170
Klahanie Village	Speedco, Inc.	Issaquah	WA	98029	(425) 427-9239
Kenmore	Speedco, Inc.	Kenmore	WA	98028	(425) 482-6177
Canyon Center	Decck, Inc.	Kennewick	WA	99337	(509) 582-4937
Clearwater Avenue Center	Decck, Inc.	Kennewick	WA	99336	(509) 735-3335

Salon Name	Franchisee	City	State/Province	Zip	Phone
Juanita Firs	Kanga, Inc.	Kirkland	WA	98034	(425) 820-7073
Hawk's Prairie	Winds Aloft, LLC	Lacey	WA	98516	(360) 923-1171
Market Square Shopping Center	PearStreet Parlors, Inc.	Lacey	WA	98503	(360) 491-1661
Frontier Village	JJ Star, Inc.	Lake Stevens	WA	98258	(425) 377-2885
Lakewood Towne Center	Raffiq Rajabali	Lakewood	WA	98499	(253) 589-2887
Liberty Lake	Red Hill, Inc.	Liberty Lake	WA	99019	(509) 921-6677
Longview Fred Meyer	Discovery, LLC	Longview	WA	98632	(360) 575-8200
Triangle Mall	Discovery, LLC	Longview	WA	98632	(360) 423-2099
Lynden Towne Plaza	Maluli, Inc.	Lynden	WA	98264	(360) 318-1336
Lynnwood Crossing	R Rock Marketing, Inc.	Lynnwood	WA	98036	(425) 744-0824
Northpointe Retail Center	Winds Aloft, LLC	Lynnwood	WA	98087	(425) 743-5500
Maple Valley	Aplus Clips, LLC	Maple Valley	WA	98038	(425) 432-6688
Gateway Center	Kanga, Inc.	Marysville	WA	98270	(360) 691-9384
Island Square	Kanga, Inc.	Mercer Island	WA	98040	(206) 232-5650
Penn Plaza	Red Hill, Inc.	Moses Lake	WA	98837	(509) 764-9100
Mount Vernon	Kanga, Inc.	Mount Vernon	WA	98273	(360) 848-7670
Mountlake Terrace	R Rock Marketing, Inc.	Mountlake Terrace	WA	98043	(425) 744-0600
Coal Creek Village	Bennetts, LLC	Newcastle	WA	98059	(425) 644-0967
Island Plaza	Seaco, Inc.	Oak Harbor	WA	98277	(360) 675-8900
Sedgwick Road	Winds Aloft, LLC	Port Orchard	WA	98366	(360) 895-7904
Bishop Boulevard	Ryan Klaveano	Pullman	WA	99163	(509) 334-5555
Canyon Crossing	Winds Aloft, LLC	Puyallup	WA	98375	(253) 271-0396
Canyon Road Retail	Winds Aloft, LLC	Puyallup	WA	98373	(253) 539-1929
Meridian Town Center	PNKLINK, Inc.	Puyallup	WA	98373	(253) 770-7116
River Road	Winds Aloft, LLC	Puyallup	WA	98371	(253) 770-6665
Avondale	Aplus Clips, LLC	Redmond	WA	98052	(425) 895-1648
Bridle Trails	R Rock Marketing, Inc.	Redmond	WA	98052	(425) 883-6486
Creekside Crossing	Deltennium Clips, Inc.	Redmond	WA	98052	(425) 861-9394
Overlake Square	Speedco, Inc.	Redmond	WA	98052	(425) 957-0562
Redmond Ridge	Aplus Clips, LLC	Redmond	WA	98053	(425) 868-8182
Fairwood Square	Winds Aloft, LLC	Renton	WA	98058	(425) 277-0333
Renton Fred Meyer	Speedco, Inc.	Renton	WA	98057	(425) 272-0009
Albertson Center	Decck, Inc.	Richland	WA	99352	(509) 628-9276
Vinter Square Center	Decck, Inc.	Richland	WA	99352	(509) 627-0777
Inglewood Plaza	Speedco, Inc.	Sammamish	WA	98074	(425) 677-8071
Greenwood Towers	Bennetts, LLC	Seattle	WA	98103	(206) 297-7733
Harvard Market	Deltennium Clips, Inc.	Seattle	WA	98122	(206) 328-4789
Northgate Station	Micro Clips, Inc.	Seattle	WA	98115	(206) 522-4954
Queen Anne	Aplus Clips, LLC	Seattle	WA	98119	(206) 216-1956
University	Speedco, Inc.	Seattle	WA	98105	(206) 525-0725
Safeway Center	Winds Aloft, LLC	Sequim	WA	98382	(360) 681-8767
The Poplars	Winds Aloft, LLC	Silverdale	WA	98383	(360) 692-4948
Snohomish Station	Great Star, Inc.	Snohomish	WA	98290	(360) 568-5904
Snoqualmie Ridge	David Martz	Snoqualmie	WA	98065	(425) 831-3141
Bethel Station	Winds Aloft, LLC	Spanaway	WA	98387	(253) 846-5374
57th and Regal	Red Hill, Inc.	Spokane	WA	99223	(509) 443-8850
Airway Heights	Red Hill, Inc.	Spokane	WA	99224	(509) 747-2196
Five Mile Plaza	Red Hill, Inc.	Spokane	WA	99205	(509) 324-8908

Salon Name	Franchisee	City	State/Province	Zip	Phone
Market Center	Red Hill, Inc.	Spokane	WA	99207	(509) 344-0397
Mission & Ruby	Red Hill, Inc.	Spokane	WA	99202	(509) 328-0663
Northpointe Plaza	Red Hill, Inc.	Spokane	WA	99218	(509) 466-8379
Shadle Center	Red Hill, Inc.	Spokane	WA	99205	(509) 328-0331
Sterling Square	Red Hill, Inc.	Spokane	WA	99203	(509) 363-1824
Trent and Argonne Center	Red Hill, Inc.	Spokane	WA	99212	(509) 892-1410
Valley Plaza	Red Hill, Inc.	Spokane	WA	99216	(509) 921-1563
Sullivan and Broadway	Red Hill, Inc.	Spokane Valley	WA	99037	(509) 921-0619
Stanwood Town Center	Micro Clips, Inc.	Stanwood	WA	98292	(360) 629-5388
Fred Meyer - Sumner	Winds Aloft, LLC	Sumner	WA	98390	(253) 863-0884
Tacoma Central	Kanga, Inc.	Tacoma	WA	98405	(253) 572-3817
Tacoma Pacific at Fred Meyer	Kanga, Inc.	Tacoma	WA	98408	(253) 473-5005
Tumwater	PearStreet Parlors, Inc.	Tumwater	WA	98512	(360) 753-9709
University Village	Kanga, Inc.	University Place	WA	98466	(253) 566-1964
Columbia Tech	Discovery, LLC	Vancouver	WA	98683	(360) 896-0157
Hazel Dell	Deltennium Clips, Inc.	Vancouver	WA	98665	(360) 696-1979
Mill Plain Plaza	PAJ, Inc.	Vancouver	WA	98664	(360) 896-2099
Padden Marketplace	MHD Enterprises, LLC	Vancouver	WA	98682	(360) 253-3002
Salmon Center	Deltennium Clips, Inc.	Vancouver	WA	98686	(360) 546-2535
Plaza Center	Sherlock, Inc.	Walla Walla	WA	99362	(509) 522-5460
Valley North Center	Sherlock, Inc.	Wenatchee	WA	98801	(509) 886-7400
Admiral Safeway	Robert Mori	West Seattle	WA	98116	(206) 701-9870
Downtown Woodinville	Speedco, Inc.	Woodinville	WA	98072	(425) 398-1271
Yelm Safeway	PearStreet Parlors, Inc.	Yelm	WA	98597	(360) 458-1600
Location to be Determined	David Martz		WA		
Location to be Determined	Kanga, Inc.		WA		
Location to be Determined	PearStreet Parlors, Inc.		WA		
Location to be Determined	R Rock Marketing, Inc.		WA		
Location to be Determined	R Rock Marketing, Inc.		WA		
Location to be Determined	Speedco, Inc.		WA		
Location to be Determined	Speedco, Inc.		WA		
Calumet Center	Shrayom, LLC	Appleton	WI	54915	(920) 882-5444
Shops at Fox River	Shrayom, LLC	Appleton	WI	54913	(920) 991-2547
Holt Plaza	WEBINCS, Inc.	Bayview	WI	53207	(414) 481-9500
Beaver Dam	Shorty's, Inc.	Beaver Dam	WI	53916	(920) 356-9310
Starbucks Center	CHI-TEX, Inc.	Beloit	WI	53511	(608) 362-6220
CALCAP	Top Armor Group LLC	Brookfield	WI	53045	(262) 373-1100
Elmbrook Plaza	Scott Dickmann	Brookfield	WI	53005	(262) 641-1111
Shoppers World of Brookfield	DHM Enterprises, LLC	Brookfield	WI	53005	(262) 754-4888
West De Pere	Shrayom, LLC	De Pere	WI	54115	(920) 338-8300
Walmart Retail Center	L.A.C.E., Inc.	Delafield	WI	53018	(262) 337-9086
Delavan Crossings	JDF, Inc.	Delavan	WI	53115	(262) 740-1111
Clairemont Avenue	Clearwater Hair, LLC	Eau Claire	WI	54701	(715) 833-7177
South Pointe Shopping Center	Superior-Clearwater, LLC	Eau Claire	WI	54701	(715) 833-3525
Elkhorn	DHM Enterprises, LLC	Elkhorn	WI	53121	(262) 379-1488
Fitchburg	J.P. Madson, Inc.	Fitchburg	WI	53711	(608) 441-3900
Orchard Pointe	J.P. Madson, Inc.	Fitchburg	WI	53711	(608) 288-9155
Fort Atkinson	Shorty's, Inc.	Fort Atkinson	WI	53538	(920) 563-2300

Salon Name	Franchisee	City	State/Province	Zip	Phone
River Point Village	JDF, Inc.	Fox Point	WI	53217	(414) 228-2668
Franklin Plaza	WEBINCS, Inc.	Franklin	WI	53132	(414) 427-8058
South 27th Street	WEBINCS, Inc.	Franklin	WI	53132	(414) 761-0100
Germantown Square	Saylaco, Inc.	Germantown	WI	53022	(262) 255-7010
Schmit's Pavilion - Grafton	JDF, Inc.	Grafton	WI	53024	(262) 387-0422
Hales Corners	Saylaco, Inc.	Hales Corners	WI	53130	(414) 425-6170
The Shoppes at Hartford	Best Care Hair, LLC	Hartford	WI	53027	(262) 397-8850
Village Square	JDF, Inc.	Hartland	WI	53029	(262) 367-2120
Hudson	W. Peyton Co.	Hudson	WI	54016	(715) 386-1996
Janesville Junction	J.P. Madson, Inc.	Janesville	WI	53545	(608) 754-2922
Mega Mall	J.P. Madson, Inc.	Janesville	WI	53546	(608) 754-1112
Greenwood Shopping Center	Haften, Inc.	Kenosha	WI	53142	(262) 697-7775
Northeast Pointe Shopping Center	Haften, Inc.	Kenosha	WI	53140	(262) 597-9999
Southport Plaza	Haften, Inc.	Kenosha	WI	53142	(262) 942-1161
Deer Trace Plaza	Scott Dickmann	Kohler	WI	53044	(920) 457-9000
The Village	Roch-N-Roll, Inc	La Crosse	WI	54601	(608) 788-6868
Lake Geneva Commons	L.A.C.E., Inc.	Lake Geneva	WI	53147	(262) 248-3222
Lake Hallie	Superior-Clearwater, LLC	Lake Hallie	WI	54729	(715) 726-0366
Essex Square	J.P. Madson, Inc.	Madison	WI	53704	(608) 249-1662
Hilldale Center	Midale, LLC	Madison	WI	53705	(608) 233-7067
Odana Road	Midale, LLC	Madison	WI	53719	(608) 831-1719
Rolling Meadows Shopping Center	J.P. Madson, Inc.	Madison	WI	53716	(608) 441-9838
Dunham's Shopping Center	Stephan Svensson	Marshfield	WI	54449	(715) 221-0204
High Point Commons	DHM Enterprises, LLC	Menomonee Falls	WI	53051	(262) 439-4940
Scrub a Dub	Saylaco, Inc.	Menomonee Falls	WI	53051	(262) 250-0848
Broadway Plaza	W. Peyton Co.	Menomonie	WI	54751	(715) 309-4500
Mequon at Pavillion	Saylaco, Inc.	Mequon	WI	53092	(262) 241-1195
Discovery Springs	J.P. Madson, Inc.	Middleton	WI	53562	(608) 836-3880
North Farwell	DHM Enterprises, LLC	Milwaukee	WI	53211	(414) 278-6068
Shorewood	Limrich, LLC	Milwaukee	WI	53211	(414) 963-9301
Wilson Creek	WEBINCS, Inc.	Milwaukee	WI	53221	(414) 817-8100
Woodland Court	Top Spin Ventures Limited	Milwaukee	WI	53220	(414) 546-9000
Pier 37	J.P. Madson, Inc.	Monona	WI	53716	(608) 221-8799
Monroe	J.P. Madson, Inc.	Monroe	WI	53566	(608) 325-4175
Muskego Plaza	Saylaco, Inc.	Muskego	WI	53150	(414) 422-0988
Moorland Commons	Saylaco, Inc.	New Berlin	WI	53151	(262) 782-4555
New Richmond	W. Peyton Co.	New Richmond	WI	54017	(715) 246-9888
Oak Creek Plaza	WEBINCS, Inc.	Oak Creek	WI	53154	(414) 571-6233
Oconomowoc	Shorty's, Inc.	Oconomowoc	WI	53066	(262) 569-7780
East Town Plaza	Roch-N-Roll, Inc	Onalaska	WI	54650	(608) 783-8066
The Marketplace	Roch-N-Roll, Inc	Onalaska	WI	54650	(608) 779-4571
Jackson Street Retail	Charles Van	Oshkosh	WI	54901	(920) 233-0100
Witzel Retail Center	Charles Van	Oshkosh	WI	54904	(920) 233-5200
Meadow Grove Shopping Center	Kevin Derrick	Pewaukee	WI	53072	(262) 691-2954
Regency Point	Haften, Inc.	Racine	WI	53406	(262) 554-8006
Rice Lake	Rice Lake Clippers, Inc.	Rice Lake	WI	54868	(715) 234-5263
River Falls Center	W. Peyton Co.	River Falls	WI	54022	(715) 426-9018
Saint Croix Falls	Stevens Unlimited of St. Paul, Inc.	Saint Croix Falls	WI	54024	(715) 483-1030

Salon Name	Franchisee	City	State/Province	Zip	Phone
St. Francis	WEBINCS, Inc.	Saint Francis	WI	53235	(414) 481-9795
Grant Park Plaza	WEBINCS, Inc.	South Milwaukee	WI	53172	(414) 571-6333
Prairie Lakes	J.P. Madson, Inc.	Sun Prairie	WI	53590	(608) 837-0123
Prairie Square	J.P. Madson, Inc.	Sun Prairie	WI	53590	(608) 837-4221
Colonial Square	Shoal Creek Investments, Inc.	Superior	WI	54880	(715) 392-5473
Waterford Center	DHM Enterprises, LLC	Waterford	WI	53185	(262) 332-7888
Watertown	Shorty's, Inc.	Watertown	WI	53094	(920) 262-3000
Fox Run	Shorty's, Inc.	Waukesha	WI	53188	(262) 522-6705
Moreland Plaza	WEBINCS, Inc.	Waukesha	WI	53188	(262) 549-3022
Village Square	J.P. Madson, Inc.	Waukesha	WI	53597	(608) 849-4545
Stewart Avenue	Stephan Svensson	Waunakee	WI	54401	(715) 845-4651
Wauwatosa	Scott Dickmann	Wausau	WI	53213	(414) 475-0800
Sentry Plaza	WEBINCS, Inc.	Wauwatosa	WI	53227	(414) 543-6698
West Bend	JDF, Inc.	West Allis	WI	53095	(262) 334-9992
Centennial Marketplace	WEBINCS, Inc.	West Bend	WI	53219	(414) 645-8500
Family Video Site	Park Street Companies, Inc.	West Milwaukee	WI	54476	(715) 298-4200
Whitefish Bay	Linnich, LLC	Weston	WI	53217	(414) 332-2520
Walmart Center	Stephan Svensson	Whitefish Bay	WI	54494	(715) 421-2300
Location to be Determined	Best Care Hair, LLC	Wisconsin Rapids	WI		
Location to be Determined	DHM Enterprises, LLC		WI		
Location to be Determined	Haften, Inc.		WI		
Location to be Determined	J.P. Madson, Inc.		WI		
Location to be Determined	Park Street Companies, Inc.		WI		
Location to be Determined	Roch-N-Roll, Inc		WI		
Location to be Determined	Saylaco, Inc.		WI		
Location to be Determined	Shrayom, LLC		WI		
Location to be Determined	Top Spin Ventures Limited		WI		
Location to be Determined	Top Spin Ventures Limited		WI		
Location to be Determined	WEBINCS, Inc.		WI		
Location to be Determined	WEBINCS, Inc.		WI		
Southridge	Mountainview Cutters, LLC	Charleston	WV	25309	(304) 533-4169
Hurricane Marketplace	Mountainview Cutters, LLC	Hurricane	WV	25526	(304) 377-0630
Martin Plaza	R.L.O., Inc.	Parkersburg	WV	26101	(304) 489-9090
The PM Center	R.L.O., Inc.	Vienna	WV	26105	(304) 834-3952
Location to be Determined	Mountainview Cutters, LLC		WV		
Location to be Determined	Mountainview Cutters, LLC		WV		
Location to be Determined	Mountainview Cutters, LLC		WV		
Location to be Determined	R.L.O., Inc.		WV		
Casper Retail Center	Cowboy Clippers, Inc.	Casper	WY	82604	(307) 265-2827
Studio City	Cowboy Clippers, Inc.	Casper	WY	82609	(307) 265-0474
Dell Range Market Place	Cowboy Clippers, Inc.	Cheyenne	WY	82009	(307) 632-2701
Vandehel Plaza	Cowboy Clippers, Inc.	Cheyenne	WY	82009	(307) 772-9949
Corner 3	Ajer's Investment Management Corporation	Evanston	WY	82930	(307) 789-3902
Silverado Center	Beartooth Clippers, Inc.	Evanston	WY	82718	(307) 682-4244
University of Wyoming Plaza	Cowboy Clippers, Inc.	Gillette	WY	82070	(307) 742-9202
Rock Springs Plaza	Fifth Avenue Ventures, Inc.	Laramie	WY	82901	(307) 382-3477
Parkway Plaza	Beartooth Clippers, Inc.	Rock Springs	WY	82801	(307) 673-4477
		Shenidan	WY		

**EXHIBIT B**

List of Former Franchisees



## EXHIBIT B

### LIST OF FORMER FRANCHISEES

The following is the name, city and state/province, and the current business telephone number (or, if unknown, the last known home telephone number) of all GREAT CLIPS® franchisees whose franchise has been terminated, canceled, not renewed, or who has otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year end of December 31, 2013. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Name	City, State, Province	Telephone number
Bruce Bauer	Little Rock, AR	(501) 224-3867
Soheila Jaberri	Richmond, BC	(604) 447-2427
Timothy Lesmeister	Carlsbad, CA	(714) 329-6360
Renu Janjam	San Jose, CA	(408) 394-6694
John Jackson	San Diego, CA	(937) 287-7352
Ron Knowles	Aurora, CO	(303) 693-0699
Robert Chastain	Boca Raton, FL	(561) 213-2219
Richard Chichetti	Apollo Beach, FL	(813) 230-7957
Scott Behuniak	Tampa, FL	(813) 966-8899
Kalidas Bhadra	Winter Haven, FL	(863) 324-7108
Scott Schulman	Boca Raton, FL	(732) 546-5928
Carolyn Owji	Winter Springs, FL	(407) 921-8172
Cynthia Howell	Duluth, GA	(678) 428-8325
Kevin Schlueter	West Chicago, IL	(630) 638-3616
Michael Sansbury	Louisville, KY	(502) 592-5060
Rodney Davis	Bonnyman, KY	(606) 438-3838
John Sullivan	Reading, MA	(508) 667-3887
Zakhar Sklyar	Dover, MA	(617) 939-3275
Roger Coyle	Lynnfield, MA	(508) 397-2409
Michael Parks	Hull, MA	(781) 789-5474
Kalpesh Patel	Bethesda, MD	(443) 538-3502
Jagannadha Maddali	Severna Park, MD	(410) 991-9065
Robert Thelen	Alto, MI	(269) 903-5570
David West	Rochester Hills, MI	(586) 744-8748
Parminder Kalsi	Macomb, MI	(586) 949-2916
Rohit Khanolkar	St. Clair Shores, MI	(586) 872-4121
Joshua Ledebuhr	Red Wing, MN	(612) 868-5852
Everett Page	Portsmouth, MH	(603) 431-5051
James Thomas	Red Bank, NJ	(732) 544-8225
Shailendra Poddar	Hillsborough, NJ	(908) 552-9104
Timothy Politowicz	Livingston, NJ	(973) 271-2750
William Briney	Chester, NJ	(908) 879-8674
Michael Cooperman	Ft. Lee, NJ	(516) 978-9958
Andrew Wong	Princeton, NJ	(908) 541-4659
Russell Hager	Westfield, NJ	(908) 400-4759
David O'Brien	Sparks, NV	(510) 604-6995
Craig Clarke	Fernley, NV	(916) 960-6449
Christophe Verhaegen	Airmont, NY	(845) 270-2626
Donna Froelich	North Canton, OH	(330) 966-0187
Gary Kuhr	Westerville, OH	(614) 729-4168
Floyd Crawford	Salem, OH	(330) 360-6563
Craig Petrie	Boardman, OH	(815) 210-0634
Timothy Justice	Oakville, ON	(905) 825-3232

Brian McLaughlin	Downingtown, PA	(484) 334-3202
Samuel Kingsmore	Piedmont, SC	(864) 236-5212
Frank Nizick	Franklin, TN	(615) 794-9422
Daniel Noteware	Winnsboro, TX	(903) 365-2393
David Humphreys	Wylie, TX	(214) 289-9054
Ahmer Hasan	Frisco, TX	(425) 497-8018
Sachin Vaidya	Flower Mound, TX	(972) 691-9323
Mark Broughton	Wellsville, UT	(435) 757-1931
Annie Beale	Virginia Beach, VA	(757) 615-7825
Divya Bahi	Ashburn, VA	(703) 338-7880
Richard Moore	Yakima, WA	(509) 594-2235
Brian McKittrick	Oconomowoc, WI	(262) 337-0360
Jeffrey Goffard	De Pere, WI	(920) 360-8595

## **EXHIBIT C**

Franchisee Organizations that Great Clips has Created, Sponsored or Endorsed

## EXHIBIT C

### FRANCHISEE ORGANIZATIONS THAT GREAT CLIPS HAS CREATED, SPONSORED OR ENDORSED

#### **Great Clips Marketing and Advisory Review Council**

Great Clips has established a Marketing and Advisory Review Council (the "MARC") that is composed of an elected body of franchisees for the purpose of providing Great Clips with input on a variety of issues and opportunities. The MARC operates under its own Bylaws. The MARC is purely advisory in nature, but from time to time may vote on various programs, promotions or policies. Great Clips may change or dissolve the MARC at any time. You may contact the MARC at:

4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, MN 55435  
(952) 893-9088  
[www.greatclips.com](http://www.greatclips.com)

#### **Great Clips Grow Your Organization**

Great Clips has established the Grow Your Organization (the "GYO") to provide a forum for the larger franchisees to assist and learn from one another and help Great Clips develop models and tools that may be helpful to other franchisees who intend to grow beyond 10 salons. You may contact the GYO at:

4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, MN 55435  
(952) 893-9088  
[www.greatclips.com](http://www.greatclips.com)

**EXHIBIT D**

Independent Franchisee Associations

## EXHIBIT D

### INDEPENDENT FRANCHISEE ASSOCIATIONS

#### **Independent Association of Great Clips Franchisees (the "IAGCF")**

In 1992, a group of Great Clips franchisees created an independent organization to support the collective interests of all Great Clips franchisees. The mission of the IAGCF is:

*To promote unity among franchisees and to provide a vehicle for the sharing of information and expertise for the purpose of maximizing profitability for all members.*

For additional information regarding the IAGCF, you may go to their website at: [www.iagcf.org](http://www.iagcf.org). You may also contact the IAGCF via email at: [boardofdirectors@iagcf.org](mailto:boardofdirectors@iagcf.org) or by telephone at: (210) 379-5496.

**EXHIBIT E**

Financial Statements



**Grant Thornton**

Financial Statements and Report of Independent  
Certified Public Accountants

**Great Clips, Inc.**

December 31, 2013, 2012 and 2011



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## **Report of Independent Certified Public Accountants**

Board of Directors  
Great Clips, Inc.

Grant Thornton LLP  
200 S 6th Street, Suite 1400  
Minneapolis, MN 55402-1459  
T 612.332.0001  
F 612.332.8361  
[www.GrantThornton.com](http://www.GrantThornton.com)

We have audited the accompanying financial statements of Great Clips, Inc. (a Minnesota corporation), which comprise the balance sheets as of December 31, 2013, 2012 and 2011, and the related statements of earnings, comprehensive income, changes in shareholders' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's responsibility for the financial statements**

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

### **Auditor's responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Great Clips, Inc. as of December 31, 2013, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Earnings before Interest, Taxes, Depreciation and Amortization ("EBITDA") for the years ended December 31, 2013, 2012 and 2011 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

*Grant Thornton LLP*

Minneapolis, Minnesota  
March 13, 2014

**FINANCIAL STATEMENTS**

Great Clips, Inc.

BALANCE SHEETS

December 31, 2013, 2012 and 2011

ASSETS	2013	2012	2011
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$ 22,434,724	\$ 35,648,870	\$ 23,330,414
Accounts receivable, less allowance of \$418,000 \$576,000 and \$626,000 in 2013, 2012 and 2011	3,711,946	3,603,926	2,781,687
Restricted cash and other current assets for cooperative advertising	11,346,735	11,348,704	10,261,479
Other restricted cash	671,182	804,566	863,632
Current portion of notes receivable	542,209	365,850	461,314
Inventories	435,407	162,831	144,560
Other	694,345	779,991	704,976
Total current assets	39,836,548	52,714,738	38,548,062
<b>PROPERTY AND EQUIPMENT – AT COST</b>			
Equipment	2,103,240	2,187,706	1,919,900
Transportation equipment	4,678,497	4,305,200	4,593,044
Leasehold improvements	4,165,788	3,228,023	3,284,483
Computer equipment	9,677,559	9,118,344	8,232,149
	20,625,084	18,839,273	18,029,576
Less accumulated depreciation and amortization	11,049,292	11,604,303	10,645,066
Total property and equipment	9,575,792	7,234,970	7,384,510
<b>OTHER ASSETS</b>			
Goodwill	4,569,158	4,569,158	4,569,158
Deferred financing costs, net of accumulated amortization	217,585	168,719	212,078
Notes receivable, less current portion and allowance of \$927,000, \$1,223,000, and \$1,112,000 in 2013, 2012 and 2011	651,428	1,058,228	1,283,201
Other	225,285	227,232	366,080
Total other assets	5,663,456	6,023,337	6,430,517
	\$ 55,075,796	\$ 65,973,045	\$ 52,363,089

The accompanying notes are an integral part of these financial statements.

## Great Clips, Inc.

## BALANCE SHEETS – CONTINUED

December 31, 2013, 2012 and 2011

LIABILITIES AND SHAREHOLDERS' DEFICIT	2013	2012	2011
<b>CURRENT LIABILITIES</b>			
Current maturities of long-term obligations	\$ 4,630,000	\$ 20,000,000	\$ 6,500,000
Current portion of unearned initial franchise fees	3,729,255	3,633,223	3,381,186
Accounts payable	2,660,119	2,195,018	1,621,371
Accrued cooperative advertising	11,346,735	11,348,704	10,261,479
Accrued liabilities			
Payroll related	2,620,923	2,154,139	2,355,583
Interest	170,731	231,899	270,177
Other	4,650,767	2,765,019	3,373,930
Income taxes payable	177,060	166,392	129,846
Current portion of deferred compensation	1,806,000	-	-
Total current liabilities	<u>31,791,590</u>	<u>42,494,394</u>	<u>27,893,572</u>
<b>LONG-TERM OBLIGATIONS</b>			
Long-term obligations, less current maturities	43,590,000	46,250,000	54,000,000
Unearned initial franchise fees, less current portion	8,701,594	8,477,519	7,889,433
Interest rate swap liability	122,283	200,445	94,199
Deferred compensation, net of current portion	6,281,984	4,447,779	2,290,357
Total long-term obligations	<u>58,695,861</u>	<u>59,375,743</u>	<u>64,273,989</u>
<b>COMMITMENTS AND CONTINGENCIES</b>	-	-	-
<b>SHAREHOLDERS' DEFICIT</b>			
Voting common stock; \$0.001 par value; 5,000,000 shares authorized; 6,000 shares issued and outstanding at December 31, 2013 and 687,000 shares issued and outstanding at December 31, 2012 and 2011, respectively	6	687	687
Nonvoting common stock; \$0.001 par value; 5,000,000 shares authorized; 1,925,972, 1,246,420 and 1,329,829 issued and outstanding at December 31, 2013, 2012 and 2011, respectively	1,926	1,246	1,330
Additional paid-in capital	243,515	894,688	624,977
Accumulated deficit	(35,676,054)	(36,775,947)	(40,482,049)
Accumulated other comprehensive income (loss)	18,952	(17,766)	50,583
	<u>(35,411,655)</u>	<u>(35,897,092)</u>	<u>(39,804,472)</u>
	<u>\$ 55,075,796</u>	<u>\$ 65,973,045</u>	<u>\$ 52,363,089</u>

The accompanying notes are an integral part of these financial statements.

Great Clips, Inc.

STATEMENTS OF EARNINGS

Years ended December 31, 2013, 2012 and 2011

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Franchise operations revenues			
Continuing franchise fee revenue	\$ 65,686,648	\$ 62,545,845	\$ 55,875,042
Initial franchise fee revenue	<u>3,710,205</u>	<u>3,453,286</u>	<u>2,151,662</u>
	69,396,853	65,999,131	58,026,704
Cost of continuing franchise fees	21,874,614	21,111,471	18,715,349
Cost of initial franchise fees	<u>6,200,914</u>	<u>5,916,555</u>	<u>6,309,477</u>
	<u>28,075,528</u>	<u>27,028,026</u>	<u>25,024,826</u>
Operating profit before general and administrative expenses	41,321,325	38,971,105	33,001,878
General and administrative expenses	<u>17,841,686</u>	<u>16,315,475</u>	<u>13,808,818</u>
Operating profit	23,479,639	22,655,630	19,193,060
Other income (expense)			
Interest expense	(2,090,688)	(2,686,687)	(3,084,613)
Interest income	77,190	84,944	86,104
Other	<u>(112,612)</u>	<u>(154,378)</u>	<u>(131,428)</u>
	<u>(2,126,110)</u>	<u>(2,756,121)</u>	<u>(3,129,937)</u>
Earnings before income taxes	21,353,529	19,899,509	16,063,123
Income tax expense	<u>169,992</u>	<u>150,000</u>	<u>163,918</u>
NET EARNINGS	<u>\$ 21,183,537</u>	<u>\$ 19,749,509</u>	<u>\$ 15,899,205</u>

The accompanying notes are an integral part of these financial statements.

Great Clips, Inc.

STATEMENTS OF COMPREHENSIVE INCOME

Years ended December 31, 2013, 2012 and 2011

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Net earnings	\$ 21,183,537	\$ 19,749,509	\$ 15,899,205
Change in fair value of interest rate swap	(78,162)	(106,246)	(94,199)
Foreign currency translation adjustment	<u>41,444</u>	<u>37,897</u>	<u>(1,824)</u>
Comprehensive income	<u>\$ 21,146,819</u>	<u>\$ 19,681,160</u>	<u>\$ 15,803,182</u>

The accompanying notes are an integral part of these financial statements.



Great Clips, Inc.

STATEMENTS OF SHAREHOLDERS' DEFICIT

Years ended December 31, 2013, 2012 and 2011

	Voting common stock	Nonvoting common stock	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive income (loss)	Total
Balance at December 31, 2010	\$ 687	\$ 1,319	\$ 242,780	\$ (47,431,706)	\$ 146,606	\$ (47,040,314)
Redemption of 54,904 shares of nonvoting stock	-	(55)	(1,410,728)	(1,518,318)	-	(2,929,101)
Exercise of stock options and cashless exercise of stock options	-	66	1,792,925	-	-	1,792,991
Distributions to shareholders	-	-	-	(7,431,230)	-	(7,431,230)
Other comprehensive income	-	-	-	-	(96,023)	(96,023)
Net earnings	-	-	-	15,899,205	-	15,899,205
Balance at December 31, 2011	687	1,330	624,977	(40,482,049)	50,583	(39,804,472)
Redemption of 147,614 shares of nonvoting stock	-	(148)	(1,442,664)	(7,046,702)	-	(8,489,514)
Exercise of stock options and cashless exercise of stock options	-	64	1,712,375	-	-	1,712,439
Distributions to shareholders	-	-	-	(8,996,705)	-	(8,996,705)
Other comprehensive income	-	-	-	-	(68,349)	(68,349)
Net earnings	-	-	-	19,749,509	-	19,749,509
Balance at December 31, 2012	687	1,246	894,688	(36,775,947)	(17,766)	(35,897,092)
Redemption of 11,500 shares of nonvoting stock	-	(11)	(943,663)	-	-	(943,674)
Exercise of stock options	-	10	292,490	-	-	292,500
Conversion of voting to nonvoting stock	(681)	681	-	-	-	-
Distributions to shareholders	-	-	-	(20,083,644)	-	(20,083,644)
Other comprehensive income	-	-	-	-	36,718	36,718
Net earnings	-	-	-	21,183,537	-	21,183,537
Balance at December 31, 2013	\$ 6	\$ 1,926	\$ 243,515	\$ (35,676,054)	\$ 18,952	\$ (35,411,655)

The accompanying notes are an integral part of these financial statements.

Great Clips, Inc.

STATEMENTS OF CASH FLOWS

Years ended December 31, 2013, 2012 and 2011

	2013	2012	2011
	<u>2013</u>	<u>2012</u>	<u>2011</u>
Cash flows from operating activities:			
Net earnings	\$ 21,183,537	\$ 19,749,509	\$ 15,899,205
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	1,605,508	1,346,897	1,338,806
Deferred compensation	3,640,205	2,157,422	973,289
Loss on sale of salons and equipment	151,126	73,973	203,967
Write-off of deferred financing costs	3,818	-	-
Allowance for doubtful accounts	(158,000)	(50,000)	(74,000)
Other	(41,444)	37,897	(1,824)
Changes in operating assets and liabilities:			
Accounts receivable	49,980	(772,239)	106,871
Restricted cash and other current assets for cooperative advertising	1,969	(1,087,225)	(495,269)
Other restricted cash	133,384	59,066	(270,340)
Other assets	87,260	63,500	(294,572)
Notes receivable	526,441	209,437	(114,561)
Allowance for doubtful notes receivable	(296,000)	111,000	167,000
Inventories	(272,576)	(18,271)	(54,444)
Income taxes payable	10,668	36,546	(174,704)
Unearned initial franchise fees	320,107	840,123	1,748,155
Accounts payable	465,101	573,647	157,219
Accrued cooperative advertising	(1,969)	1,087,225	495,269
Accrued liabilities	2,291,364	(848,633)	1,018,019
Net cash provided by operating activities	29,700,479	23,569,874	20,628,086
Cash flows from investing activities:			
Proceeds from sale of property and equipment	-	-	16,309
Purchases of property and equipment	(4,056,970)	(1,227,638)	(5,802,193)
Net cash used in investing activities	(4,056,970)	(1,227,638)	(5,785,884)

Great Clips, Inc.

STATEMENTS OF CASH FLOWS – CONTINUED

Years ended December 31, 2013, 2012 and 2011

	2013	2012	2011
Cash flows from financing activities:			
Proceeds from long-term obligations	\$ 76,077,000	\$ -	\$ -
Payments on long-term obligations	(94,107,000)	(6,500,000)	(3,750,000)
Net borrowings on revolving lines of credit	-	12,250,000	5,000,000
Debt issuance costs	(92,837)	-	-
Redemption of common stock	(943,674)	(8,014,289)	(1,967,382)
Distributions to shareholders	(20,083,644)	(8,996,705)	(7,431,230)
Exercise of stock options	292,500	1,237,214	831,272
	<u>(38,857,655)</u>	<u>(10,023,780)</u>	<u>(7,317,340)</u>
Net cash used in financing activities			
	(13,214,146)	12,318,456	7,524,862
Net increase (decrease) in cash and cash equivalents			
	<u>35,648,870</u>	<u>23,330,414</u>	<u>15,805,552</u>
Cash and cash equivalents at beginning of year			
	<u>\$ 22,434,724</u>	<u>\$ 35,648,870</u>	<u>\$ 23,330,414</u>
Cash and cash equivalents at end of year			
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest	\$ 2,151,856	\$ 2,724,965	\$ 3,065,441
Income taxes	\$ 159,324	\$ 113,454	\$ 338,622
Non-cash disclosure:			
Cashless exercise of stock options	\$ -	\$ 475,225	\$ 961,719

The accompanying notes are an integral part of these financial statements.

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS

December 31, 2013, 2012 and 2011

NOTE A – BUSINESS DESCRIPTION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Business Description**

Great Clips, Inc. (the “Company”) is a franchisor within the hair care industry with its corporate office located in Minneapolis, Minnesota. The Company has franchisees located throughout the United States and Canada. The Company also leases and operates training facilities for franchisee employees throughout the United States and Canada.

Activity related to the number of franchised hair care salons is as follows:

	<u>Number of hair care salons</u>
Balance at January 1, 2011	2,913
Opened during 2011	241
Closed during 2011	<u>(68)</u>
Balance at December 31, 2011	3,086
Opened during 2012	262
Closed during 2012	<u>(61)</u>
Balance at December 31, 2012	3,287
Opened during 2013	298
Closed during 2013	<u>(65)</u>
Balance at December 31, 2013	<u>3,520</u>

The salons opened during each year include new salons opened and salons re-opened under the Company’s relocation policy. Salons closed during the year include salons that will reopen under the Company’s relocation policy.

**Summary of Significant Accounting Policies**

A summary of the Company’s significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

**NOTE A – BUSINESS DESCRIPTION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

Cash and Cash Equivalents

The Company considers all highly liquid investments, such as money markets, with original maturities when purchased of ninety days or less to be cash equivalents. Cash equivalents are stated at cost, which approximates fair value. The Company maintains cash balances at several financial institutions in the United States and Canada. Cash accounts at each institution in the United States have coverage by the Federal Deposit Insurance Corporation (“FDIC”) up to \$250,000. Accounts at each institution maintained in Canada are insured by the Canada Deposit Insurance Corporation up to \$100,000. Uninsured balances included within cash and cash equivalents, restricted cash and other current assets for cooperative advertising and other restricted cash, aggregate to approximately \$31,804,000, \$17,072,000 and \$1,422,000 at December 31, 2013, 2012 and 2011. Historically, the Company has not experienced losses from amounts in excess of insured limits. Cash held in foreign banks totaled approximately \$1,453,000, \$1,574,000 and \$501,000 at December 31, 2013, 2012 and 2011.

Other Restricted Cash

The Company is required by certain states to maintain initial franchise fees paid by franchisees in a restricted bank account until the salons open. The use of these funds by the Company is restricted until the salon opens. Cash held in escrow or other restricted accounts totaled \$671,182, \$804,566 and \$863,632 at December 31, 2013, 2012 and 2011.

Accounts and Notes Receivable

Credit is granted to franchisees in the normal course of business, generally without collateral or any other security to support amounts due. Accounts are considered past due after 30 days. The Company determines its allowances by considering a number of factors, including the length of time accounts receivables are past due, the franchisee’s previous loss history, the franchisee’s current ability to pay its obligation to the Company, and the condition of the general economy and the industry as a whole. Notes receivables arise generally from converted account receivables balances. The Company writes off accounts and notes receivables when they are deemed to be uncollectible, and payments subsequently received on such receivables are credited to the allowance for doubtful accounts. Interest income from notes receivable is recorded within interest income.

Inventories

Inventories include graphic packages and salon supplies and equipment and are stated at the lower of cost (using the first-in, first-out method) or market. Management performs on-going lower of cost or market evaluations and adjustments are made to reflect changes in market conditions.

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

NOTE A – BUSINESS DESCRIPTION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Property and Equipment

During 2013, the Company modified its capitalization policy to capitalize all property and equipment with costs in excess of \$1,000 where future benefit is expected. Prior to 2013, costs in excess of \$500 were subject to capitalization. Depreciation and amortization are provided in amounts sufficient to relate the cost of depreciable assets to operations over their estimated useful lives. Assets are depreciated on a straight-line basis for financial reporting purposes. Depreciation expense was approximately \$1,565,000, \$1,303,000 and \$1,295,000 for the years ended December 31, 2013, 2012 and 2011. The estimated useful lives over which property and equipment are depreciated is as follows:

Equipment	3 – 7 years
Transportation equipment	15 – 20 years
Leasehold improvements	5 – 10 years
Computer equipment	3 – 5 years

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceed the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. There was no indication of long-lived assets being impaired during the years ended December 31, 2013, 2012 and 2011.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of the net assets of two regional franchisees acquired in business combinations. The Company has determined it has one reporting unit for the purpose of analyzing goodwill for impairment. Goodwill is not amortized but is tested for impairment annually, or whenever events or circumstances indicate it might be impaired. Under US GAAP, the Company can assess whether there are indicators of goodwill impairment by applying one of two different approaches, step zero or step one. In step zero, the Company evaluates its operations qualitatively considering factors such as, macro-economic conditions, industry and market conditions, company performance and other company specific relevant factors. If indicators of impairment exist the Company would be required to complete step one and possibly step two of the goodwill impairment assessment. In the step one approach, the Company would compute the fair value of the reporting unit and compare this to its carrying value to determine whether further assessment of impairment is required using step two of the goodwill impairment test. If the carrying value of the

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

**NOTE A – BUSINESS DESCRIPTION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

reporting unit exceeds the estimated fair value, the second step of the impairment test is performed. In the second step, an estimate of the current fair values of all assets and liabilities is made to determine the amount of implied goodwill and consequently the amount of any goodwill impairment. The Company determined there were no indicators of impairment using the step zero approach as of December 31, 2013 and 2012 and used the step one approach for the year ended December 31, 2011.

There was no impairment as of and during the years ended December 31, 2013, 2012 and 2011.

Intangible Assets

Intangible assets include a trademark and a domain name and are included in other assets in the Balance Sheet. Finite-lived intangible assets are being amortized on a straight-line basis over the period that approximates their respective useful lives, ranging from 3 to 15 years. The Company believes the straight-line method of amortization allocates the cost of the intangible assets to earnings in proportion to the amount of economic benefits obtained by the Company in the reported period. Amortization expense on intangible assets was approximately \$40,000, \$44,000 and \$44,000 for the years ended December 31, 2013, 2012 and 2011.

Deferred Financing Costs

During 2013, the Company incurred financing costs of approximately \$93,000 as a result of amending certain credit agreements (see Note G). Certain financing costs were deferred and are being amortized on a straight-line basis as interest expense over the life of the related debt.

Revenue Recognition and Unearned Initial Franchise Fees

The Company collects continuing franchise fee revenues from franchisees based on six percent of the franchisees gross retail sales. Continuing franchise fee revenue is recognized as earned.

The Company recognizes initial franchise fees as revenue when the franchise is opened, which is when the Company has performed substantially all initial services required by the franchise agreement. Initial franchise fees include market development revenues which are recognized as the related salons are opened. Expenses relating to initial franchise fees are indirect in nature and are expensed as incurred. Unearned initial franchise fees expected to be recognized in 2014 and beyond are classified as long-term in the Balance Sheets.

Sales taxes collected from franchisees are remitted to the appropriate taxing jurisdictions and are excluded from sales revenue as the Company considers itself a pass-through conduit for collecting and remitting sales taxes.

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

NOTE A – BUSINESS DESCRIPTION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Foreign Currency Exchange

The majority of the Company's revenue, expense and capital purchasing activities are transacted in United States dollars; however, a portion of the Company's operations consist of activities in Canada. In preparing the financial statements, the Company is required to translate the financial statements of its foreign locations from the currency in which they keep their accounting records into United States dollars. Different exchange rates from period to period impact the amount of reported income and the amount of foreign currency translation is recorded in accumulated other comprehensive income (loss) within the Statements of Shareholders' Deficit.

Restricted Assets and Accrued Cooperative Advertising

The Company has a system-wide marketing and advertising fund. Franchisees are required to remit five percent of sales to the Great Clips National Advertising Fund that is used for marketing and advertising efforts throughout the system. As of December 31, 2013, 2012 and 2011, the Ad Fund liability was approximately \$11,347,000, \$11,349,000 and \$10,261,479.

The Company accounts for the assets and liabilities of the Ad Fund "restricted cash and other current assets for cooperative advertising" and "accrued cooperative advertising" on the balance sheets.

Agency Sales

Salon development purchases are recorded as a receivable and a payable in the financial statements as the Company acts merely as an agent for franchisees by placing orders for equipment and selling to franchisees. This activity is recorded net within cost of initial franchise fees in the Statements of Earnings. Total salon development purchases were approximately \$12,315,000, \$11,805,000 and \$10,613,000 for the years ended December 31, 2013, 2012 and 2011.

Advertising

The Company expenses advertising costs for franchise development when incurred. Advertising costs were approximately \$93,000, \$53,000 and \$137,000, for the years ended December 31, 2013, 2012 and 2011. Contributions from franchisees related to the Great Clips National Advertising Fund ("the Ad Fund") (see Note C) constitute agency transactions and are not recognized as revenues and expenses. Related advertising obligations are accrued and the costs expensed at the same time the related contributions are recognized. These advertising fees are recorded as a liability against which specific costs are charged. Costs incurred by the Ad Fund for advertising expenses were approximately \$52,000,000, \$46,000,000 and \$43,000,000 for the years ended December 31, 2013, 2012 and 2011.

Fair Values of Financial Instruments

Due to their short-term nature, the carrying value of financial assets and liabilities approximate their fair values. The fair value of borrowings, if recalculated based on current interest rates, would not significantly differ from the recorded amounts.



Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

NOTE A – BUSINESS DESCRIPTION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Interest Rate Swap

During the year ended December 31, 2011, the Company entered into an interest rate swap contract with a notional amount of \$5,000,000 to effectively convert a portion of its variable rate debt to a fixed interest rate (Note G). The principal objective of the swap contract is to mitigate the variability of the interest payment cash flows associated with the Company's variable rate revolving credit facility debt and to reduce the Company's exposure to adverse interest rate changes. The contract, which matures in October 2016, requires the Company to pay a fixed rate of 1.54%, while receiving variable payments from the counterparty at the thirty day LIBOR rate. The Company designated this swap as a cash flow hedge. The changes in fair value that are considered to be effective are reported on the Balance Sheets as a component of Accumulated Other Comprehensive Income (loss).

During the year ended December 31, 2009, the Company entered into an interest rate swap contract with a notional amount of \$10,000,000, to effectively convert a portion of its variable rate debt to a fixed interest rate (Note G). The principal objective of the swap contract was to mitigate the variability of the interest payment cash flows associated with the Company's variable rate revolving credit facility and to reduce the Company's exposure to adverse interest rate changes. The contract matured in September 2012 and required the Company to pay a fixed rate of 2.81%, while receiving variable payments from the counterparty at the thirty day LIBOR rate. The changes in fair value were considered to be effective and were reported on the Balance Sheets as a component of Accumulated Other Comprehensive Income.

The fair value of the Company's interest rate swap agreements were determined based on observable inputs other than quoted prices in active markets for identical assets and liabilities or Level 2 inputs, in accordance with the fair value hierarchy. The value was determined based upon a market approach using similar instruments.

As of December 31, 2013, 2012 and 2011, the estimated fair value of the swap contract was a liability of approximately \$122,000, \$200,000 and \$94,000.

Income Taxes

Effective January 1, 2008, the Company, with the consent of its shareholders, elected to be taxed under sections of the Federal and state income tax laws (Subchapter S) which provide that, in lieu of corporate income taxes, the shareholders separately account for their pro rata shares of the Company's items of income, deductions, losses and credits. Therefore, the Company's financial statements do not include a provision for corporate income taxes. The Company makes periodic distributions to its shareholders to assist them in paying their income taxes. During each of the years ended December 31, 2013, 2012 and 2011 the Company made distributions for taxes to shareholders of \$11,339,020, \$8,996,705 and \$7,431,230.

The Company's financial statements for the years ended December 31, 2013, 2012 and 2011 include income tax provisions for estimated state tax liabilities.

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

**NOTE A – BUSINESS DESCRIPTION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

Income Taxes – Continued

The Company recognizes the financial statement benefit of an uncertain tax position only after determining that the relevant tax authority would more-likely-than-not sustain the position following an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority.

At December 31, 2013, 2012 and 2011, uncertain tax positions accrued were \$177,000, \$166,000 and \$130,000. These accruals include interest and penalties of approximately \$60,000, \$60,000 and \$26,000 at December 31, 2013, 2012 and 2011.

The liability for unrecognized tax positions decreased by approximately \$175,000 during 2011 related to a reduction in the estimate for state taxes from the 2007 tax year and prior.

Dividends

During 2013, the Company paid dividends of \$8,744,624 or \$4.50 per share, to its shareholders. During 2012 and 2011, the Company paid no dividends to its shareholders.

Fair Value Measurements

The Company uses a framework for measuring fair value that provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of hierarchy under the framework are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2: Inputs to the valuation methodology are inputs other than quoted prices related to Level 1 that are observable for the asset or liability, either directly or indirectly. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Use of Estimates

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

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

**NOTE A – BUSINESS DESCRIPTION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

Subsequent Events

The Company evaluated its December 31, 2013 financial statements for subsequent events through March 13, 2014, the date the financial statements were available to be issued.

**NOTE B – RELATED PARTY TRANSACTIONS**

The Company's largest shareholder and Chairman of the Board, either directly or through members of his immediate family, own or operate Great Clips franchise locations. The related parties had the following transactions with the Company, which are included within the financial statements as of and during the years ended December 31:

	<u>Number of salons</u>	<u>Continuing franchise fee revenue</u>	<u>Initial Franchise fee revenue</u>	<u>Accounts receivable</u>	<u>Unearned initial franchise fees</u>
2013	18	\$438,689	\$31,667	\$50,461	\$110,833
2012	16	424,000	-	43,000	122,500
2011	14	382,000	-	28,000	58,000

During 2012, the Company paid a board member \$350,000 during the year for a consulting arrangement.

**NOTE C – COOPERATIVE ADVERTISING**

Restricted cash and other current assets for cooperative advertising consist of the following as of December 31:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Restricted cash	\$ 4,849,207	\$ 4,483,291	\$ 3,887,062
Other current assets	<u>6,497,528</u>	<u>6,865,413</u>	<u>6,374,417</u>
	<u>\$11,346,735</u>	<u>\$11,348,704</u>	<u>\$10,261,479</u>

The Company provides administrative support services for the Ad Fund, which are paid out of the Ad Fund's restricted cash. The amounts for services provided were approximately \$2,600,000, \$2,378,000 and \$2,179,000, for the years ended December 31, 2013, 2012 and 2011. Accounts receivable from the Ad Fund at December 31, 2013, 2012 and 2011 were approximately \$270,000, \$234,000 and \$218,000. Of the Ad Fund's restricted cash, approximately \$410,000, \$733,000 and \$434,000 was held in foreign banks at December 31, 2013, 2012 and 2011.

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

**NOTE D – EMPLOYEE BENEFIT PLAN**

The Company has a safe harbor employee benefit plan and provides employees the ability to contribute up to 100% of their earnings, up to the maximum allowed by the Internal Revenue Code (“IRC”). The Company provides a match equal to 100% of the first 1% and 50% of the next 5% of earnings deferred by the employee. Employer matching contributions were approximately \$462,000, \$421,000 and \$433,000 for the years ended December 31, 2013, 2012 and 2011.

**NOTE E – INTANGIBLE AND OTHER ASSETS**

The Company has recorded its trademark and domain name intangible assets within the other assets line item of the Balance Sheets.

Intangible and other assets consist of the following at December 31:

		2013		
	Useful life	Gross value	Accumulated amortization	Net book value
Deferred financing costs	5 years	\$257,737	\$40,152	\$217,585
Trademark	Indefinite	113,154	-	113,154
Domain name	15 years	<u>5,000</u>	<u>4,682</u>	<u>318</u>
		<u>\$375,891</u>	<u>\$44,834</u>	<u>\$331,057</u>
		2012		
	Useful life	Gross value	Accumulated amortization	Net book value
Deferred financing costs	5 years	\$262,734	\$94,015	\$168,719
Trademark	Indefinite	113,154	-	113,154
Domain name	15 years	<u>5,000</u>	<u>4,349</u>	<u>651</u>
		<u>\$380,888</u>	<u>\$98,364</u>	<u>\$282,524</u>
		2011		
	Useful life	Gross value	Accumulated amortization	Net book value
Deferred financing costs	5 years	\$262,734	\$50,656	\$212,078
Trademark	Indefinite	113,154	-	113,154
Domain name	15 years	<u>5,000</u>	<u>4,016</u>	<u>984</u>
		<u>\$380,888</u>	<u>\$54,672</u>	<u>\$326,216</u>

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

NOTE E – INTANGIBLE AND OTHER ASSETS – Continued

The following is a schedule of future amortization expenses for the years ending December 31:

2014	\$46,125
2015	45,807
2016	45,807
2017	45,807
Thereafter	34,357

NOTE F – DEFERRED COMPENSATION

In 2007, the Company established a deferred compensation plan for certain employees. Employees can elect to defer from 1% to 80% of their base salary and from 1% to 100% of their bonus. The plan maintains a list of investment funds from which employees may direct as benchmarks for crediting earnings and losses to their account. Employees are eligible for distributions from the plan upon termination, death, an unforeseen emergency or a change in control. At December 31, 2013, 2012 and 2011, approximately \$1,069,000, \$904,000 and \$772,000 were recorded as a deferred compensation liability under this plan. Deferred compensation expense for this plan for the years ended December 31, 2013, 2012 and 2011 was approximately \$165,000, \$132,000 and \$46,000.

The Company has established an additional deferred compensation plan for certain employees. Benefits accrue under an earnings based formula whereby each unit vests over five years. Benefits earned are paid upon retirement, disability, death or at the end of seven years after the award date. At December 31, 2013, 2012 and 2011, approximately \$7,019,000, \$3,544,000 and \$1,518,000 was recorded as a deferred compensation liability for this plan of which \$1,806,000 was classified as a current liability at December 31, 2013. Deferred compensation expense for this plan for the years ended December 31, 2013, 2012 and 2011 was approximately \$3,475,000, \$2,026,000 and \$929,000.

NOTE G – DEBT

As of December 31, 2013, the Company had credit facilities aggregating \$53,000,000, which consists of a \$27,000,000 revolving line of credit, \$18,000,000 variable rate term note, \$7,000,000 fixed rate term note and a \$1,000,000 revolving line of credit to be used solely for the payment of advertising expenses within the Ad Fund. In September 2013, the Company amended and restated its \$27,000,000 revolving credit agreement and entered into a new \$18,000,000 variable rate term note agreement.

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

NOTE G – DEBT – Continued

The terms of the Company's credit agreements provide for various fees, including a commitment fee and a prepayment fee. All of the amounts outstanding under the credit agreement are collateralized by substantially all business assets of the Company. The terms of the credit agreement include various covenants, including but not limited to, restrictions on the payment of dividends, limitations on the amount of capital stock to be redeemed, minimum interest and debt service coverage ratios, maximum leverage ratios and various other covenants. At December 31, 2013, 2012 and 2011, the Company was in compliance with all covenants. The agreements contain a default provision and subjective acceleration clauses that permit the lender to accelerate the due date of outstanding balances under certain circumstances including, but not limited to, a material adverse change in the business.

Long-term debt consists of the following at December 31:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Revolving lines of credit (a)	\$24,000,000	\$39,250,000	\$27,000,000
Term notes payable to banks (b)	24,100,000	27,000,000	33,500,000
Other note payable	<u>120,000</u>	<u>-</u>	<u>-</u>
	48,220,000	66,250,000	60,500,000
Less current maturities	<u>4,630,000</u>	<u>20,000,000</u>	<u>6,500,000</u>
	<u>\$43,590,000</u>	<u>\$46,250,000</u>	<u>\$54,000,000</u>

- (a) At December 31, 2013, the Company had \$3,000,000 available on its \$27,000,000 revolving line of credit. Interest on this revolving line of credit is determined by the Company's leverage ratio and is based upon LIBOR plus rates ranging from 1.25% to 2.25% or the prime rate plus (0.75%) to 0.25%. The outstanding balance had an effective interest rate of 1.50% at December 31, 2013. During the years ended December 31, 2012 and 2011, the effective interest rate ranged from 1.71% to 2.75% and 1.78% to 2.75%, respectively. The balance on this revolving line of credit is due on September 10, 2018.

At December 31, 2013, 2012 and 2011, there was no outstanding balance on the \$1,000,000 revolving line of credit, which is used solely by the Ad Fund. The balance on this revolving line of credit is due on October 26, 2016.

During 2012, the Company entered into an additional \$15,000,000 revolving line of credit agreement which had an effective interest rate of 1.25%. The balance was paid in full during the year ended December 31, 2013 and the revolving line of credit expires on January 31, 2014.

- (b) During 2013, the Company entered into a new variable rate term note for \$18,000,000. Interest on this variable rate term note is determined by the Company's leverage ratio and is based upon LIBOR plus rates ranging from 1.75% to 2.75% or the prime rate plus (0.25%) to 0.75%. The outstanding balance had an effective interest rate of 2.00% at December 31, 2013. The variable rate term note requires quarterly payments of \$900,000 commencing on December 31, 2013 through June 30, 2018 at which time all unpaid balances are due.

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

**NOTE G – DEBT – Continued**

At December 31, 2013, 2012 and 2011, the Company had \$7,000,000 outstanding on a fixed rate term loan with an effective interest rate of 7.25%. The \$7,000,000 fixed rate term note requires quarterly payments of \$250,000 from January 4, 2014 through July 1, 2020. All unpaid balances are due on October 1, 2020.

At December 31, 2012 and 2011, \$20,000,000 was outstanding on the fixed rate term loan with an effective interest rate of 7.95%. The \$20,000,000 fixed rate term note did not require periodic payments and the entire unpaid balance was paid on September 10, 2013.

Expected principal repayments of long-term debt are as follows for the years ending December 31:

2014	\$ 4,630,000
2015	4,630,000
2016	4,630,000
2017	4,630,000
2018	27,700,000
Thereafter	2,000,000

**NOTE H – SHAREHOLDERS' DEFICIT**

Capital Stock and Structure

At December 31, 2013, there were 6,000 shares of voting common stock and 1,925,972 shares of nonvoting common stock outstanding with a par value of \$.001 per share. As of December 31, 2013, 2012 and 2011, the Company has the authority to issue a total of 5,000,000 shares of voting common stock and 5,000,000 shares nonvoting common stock. During 2013, 681,000 shares were converted from voting stock to nonvoting stock.

Stock Repurchases

The Company has stock purchase and redemption agreements with all of the employees who are shareholders. The terms of the agreements provide for various restrictions on the sale or transfer of capital stock and set forth various rights for the Company and for the employee, as defined. Upon the occurrence of certain events such as termination, as defined in the agreements, the employee may elect to require the Company to purchase at fair value shares of common stock held by the employee for a minimum of six months and a day.

The Company determines the fair value of its stock based on a multiple of earnings before interest, taxes, depreciation and amortization ("EBITDA"), which is consistent with the calculation used in the most recent arms length sale of the Company's stock.

During 2013, the Company repurchased from its employees 11,500 shares of the Company's nonvoting stock at a weighted average price of \$82.06 per share.

Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

**NOTE H – SHAREHOLDERS' DEFICIT – Continued**

During 2012, the Company repurchased from one of its largest shareholders 105,275 shares of the Company's nonvoting stock at \$56.99 per share and repurchased from its employees 34,000 shares of the Company's nonvoting stock at a weighted average price of \$58.18 per share. In addition, 8,339 shares were redeemed in conjunction with cashless stock option exercises at a weighted average price of \$56.99 per share.

In 2011, the Company repurchased from its employees 37,060 shares of the Company's nonvoting stock at a weighted average price of \$53.09 per share. In addition, 17,844 shares were redeemed in conjunction with cashless stock option exercises at a weighted average price of \$53.90 per share.

Stock Based Awards

The Company maintains an incentive stock option plan (the "Plan") under which 700,000 shares of nonvoting common stock are reserved for issuance under the Plan, as amended. The Plan provides for incentive stock options to be granted to eligible employees, determined in accordance with the Plan, at an exercise price of not less than fair market value of the nonvoting common stock at the date of grant. Vesting requirements may vary by individual grant, with the terms not to exceed seven years. This plan expired in 2006 and as such no additional options can be granted under this plan.

At December 31, 2013, 2012 and 2011, there were 0, 10,000 and 74,200 options exercisable and outstanding at weighted average exercise prices of \$0.00, \$29.25 and \$27.02. During 2013, there were no options granted, or cancelled and 10,000 options were exercised at an exercise price of \$29.25. The total estimated intrinsic value of options exercised during the years ended December 31, 2012 and 2011 was \$1,900,000 and \$1,600,000, respectively.

**NOTE I – COMMITMENTS AND CONTINGENCIES**

Operating Leases

The Company conducts its operations in leased facilities, many with annual escalating payments and renewal clauses. Rent expense charged to operations for the years ended December 31, 2013, 2012 and 2011 was approximately \$2,582,000, \$2,226,000 and \$2,353,000.

The following is a schedule of estimated minimum rental payments required under operating leases which have noncancelable terms in excess of one year for the years ending December 31:

2014	\$1,649,000
2015	1,419,000
2016	1,055,000
2017	848,000
2018	676,000
Thereafter	1,028,000



Great Clips, Inc.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

December 31, 2013, 2012 and 2011

NOTE I – COMMITMENTS AND CONTINGENCIES – Continued

In connection with its franchising operations, the Company may execute an operating lease in a location prior to obtaining a franchisee. The Company assigns its rights under the lease to the franchisee when the franchisee begins operations; however, the Company remains contingently liable under the lease agreement. At December 31, 2013, the Company was contingently liable under 300 leases that have combined monthly rentals of approximately \$635,000 and expiration dates from January 2013 to February 2023. The Company has recorded a liability for estimated payments on these leases of approximately \$882,000, \$775,000 and \$1,321,000 at December 31, 2013, 2012 and 2011.

Sponsorship

The Ad Fund entered into various agreements with racing companies to provide sponsorship funding for racing vehicles in the NASCAR Nationwide Series and the World of Outlaws Series. The contracts for NASCAR and the World of Outlaws represented commitments through 2014. The Ad Fund is committed to pay \$6,470,000 under these contracts during the year ending December 31, 2014.

Other

The Company is subject to various legal proceedings in the normal course of business. Management believes the outcome of these proceedings will not have a material adverse effect on the Company's financial position or results of operations.

**SUPPLEMENTARY INFORMATION**

Great Clips, Inc

**EARNINGS BEFORE INTEREST, TAXES, DEPRECIATION AND AMORTIZATION (EBITDA)**

Years ended December 31, 2013, 2012 and 2011

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Net earnings	\$ 21,183,537	\$ 19,749,509	\$ 15,899,205
Plus:			
Interest expense, net	2,013,498	2,601,743	2,998,509
Income tax expense (benefit)	169,992	150,000	163,918
Depreciation	1,565,022	1,303,205	1,295,115
Amortization of intangible assets excluding deferred financing amortization of \$40,152 \$43,359 and \$43,358 for the years ended December 31, 2013, 2012 and 2011	<u>333</u>	<u>333</u>	<u>333</u>
EBITDA	<u>\$ 24,932,382</u>	<u>\$ 23,804,790</u>	<u>\$ 20,357,080</u>



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**EXHIBIT F**

Franchise Agreement

**BLACKLINED**

**Great Clips®**  
Great Clips, Inc.

**FRANCHISE AGREEMENT**

**GREAT CLIPS, INC.**  
**Minneapolis, Minnesota**

**GREAT CLIPS® FRANCHISE AGREEMENT  
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**Signatures**

**Guaranty**

**Confirmation of Opening**

**General Release**

# GREAT CLIPS® FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") dated \_\_\_\_\_, 20\_\_\_\_, is made by and between Great Clips, Inc., a Minnesota corporation ("Great Clips"), and \_\_\_\_\_ ("Franchisee");

WHEREAS, Great Clips has expended considerable time, effort, skill and financial resources in developing an image, brand and business system for the development and operation of distinctive retail salons offering haircare and personal grooming products and services (the "System"), identified by the GREAT CLIPS® service mark and other trademarks and service marks licensed in this Agreement (the "Marks"), and

WHEREAS, Franchisee has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement by legal counsel or another adviser, and has had sufficient time to evaluate and investigate the GREAT CLIPS® System, the financial requirements, and the business risks associated with owning and operating a GREAT CLIPS® business and Franchisee desires to obtain the right to use the Marks and System in the operation of a GREAT CLIPS® salon under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, Great Clips and Franchisee agree as follows:

## 1. GRANT OF LICENSE.

1.1 **Grant.** Great Clips grants to Franchisee, subject to the terms and conditions of this Agreement, the right and license to: (a) establish and operate one retail haircare salon (the "Salon") at a location that has been authorized by Great Clips; (b) use the Marks under the terms of this Agreement to identify and promote the Salon and the business conducted and the products and services offered; and (c) use Great Clips' proprietary business methods, know-how, standards and requirements for the System (which may be changed, improved and further developed from time to time) as set forth in the GREAT CLIPS® Operations Manual, other manuals, training programs, GREAT CLIPS® University, the GREAT CLIPS® Website, or other communications to Franchisee. Great Clips has no obligation to enter into additional or new Franchise Agreements with Franchisee for a single location or multiple locations within the Protected Area or other territories.

1.2 **Authorized Location.** Franchisee shall locate the Salon at a location consented to by Great Clips (the "Authorized Location") within the following geographic area or Designated Market Area (the "DMA"): \_\_\_\_\_. Upon the opening of the Salon, the Authorized Location will be identified on the Confirmation of Opening form attached to this Agreement. Franchisee may not conduct any other business nor offer any unauthorized services at the Authorized Location. The Authorized Location may only be identified by the name GREAT CLIPS® or another of the licensed Marks designated in writing by Great Clips.

7.61.3 Relocation. With the consent of Great Clips, and if Franchisee is in good standing, Franchisee may apply to relocate the Salon subject to Great Clips' then-current Relocation Policy. Franchisee and each of Franchisee's shareholders or equity owners with a 10% or greater interest in this Agreement must execute a General Release in favor of Great Clips, in the form prescribed by Great Clips. Great Clips will consent to or reject Franchisee's relocation application in accordance with its then-current Relocation Policy. If the Salon is temporarily closed pending relocation, Franchisee may not assign any interest in the franchise to another party or entity until such time as the Salon is reopened and in operation. Franchisee must promptly renew this Agreement if it expires during an approved closed pending relocation period.

4.1.43 Protected Area. While this Agreement is in effect, Great Clips will not establish or license another person or entity to establish a GREAT CLIPS® salon within a radius of three-quarters of a mile from the primary customer entrance of the Salon (the "Protected Area"). If the Authorized Location is in a downtown or central business district densely populated area, the Protected Area will be a radius of one-tenth of a mile from the primary customer entrance of the Salon. If the Authorized Location is designated by Great Clips to be a non-traditional site, the Protected Area will be determined by Great Clips at the time of such designation. The Protected Area for a non-traditional site will be further described in an exhibit to this Agreement.

## **2. ACCEPTANCE BY FRANCHISEE.**

2.1 **Acceptance.** Franchisee accepts this Agreement and the license granted to Franchisee, and undertakes the obligation to diligently develop and operate the Salon in accordance with the System using the Marks in strict compliance with the terms and conditions specified in this Agreement. Franchisee may not franchise, subfranchise, license or sublicense the rights granted to Franchisee in this Agreement.

2.2 **Non-exclusive License.** The license granted to Franchisee is non-exclusive. Great Clips and its affiliates have the absolute right to establish company-owned or franchised GREAT CLIPS® salons at any locations they choose outside of the Protected Area of the Salon. Great Clips and its affiliates may operate or franchise a business under a different trademark or name that sells products and services similar to those offered by Franchisee and may engage in any other operation, haircare or otherwise, at any location, including the Protected Area and to any customer. Great Clips and its affiliates may market GREAT CLIPS® products, including products with the GREAT CLIPS® trademarks, service marks, trade names and other symbols, through alternative channels of distribution, at any location or over the Internet, including the Protected Area, without obligation to Franchisee.

## **3. TERM.**

3.1 **Initial Term.** This Agreement is in effect from the date it is signed by Great Clips and extends until the tenth anniversary of the date that the Salon opens for business. Upon the opening of the Salon, the expiration date will be confirmed in writing by Great Clips on the Confirmation of Opening form attached to this Agreement.

3.2 **Renewal.** Franchisee may renew the rights licensed in this Agreement on the conditions specified in ~~Paragraph~~Section 3.3 for consecutive additional renewal terms of 10 years each from the date of expiration of the term. Unless renewed pursuant to ~~Paragraph~~Section 3.3, this Agreement and all rights licensed to Franchisee shall expire and revert to Great Clips upon the expiration of this Agreement.

3.3 **Conditions to Renewal.** Upon the expiration of this Agreement, Franchisee must satisfy each of the following conditions to renew the license granted to Franchisee:

- (a) Franchisee shall give Great Clips written notice of renewal not less than 90 days, nor more than 180 days, before the expiration of the term;
- (b) Franchisee shall be in compliance with this Agreement and all other GREAT CLIPS® Franchise Agreements, and shall be in compliance with Great Clips' policies for all GREAT CLIPS® salons on the date of the notice of renewal and at the expiration of the term;
- (c) Franchisee shall perform, at Franchisee's expense, such renovation and replacement of building, grounds, leasehold improvements, equipment, fixtures and signage as Great Clips reasonably requires so that the Salon conforms with then-current System standards;
- (d) Franchisee shall pay the renewal fee of \$1,750 (subject to increase or decrease in proportion to annual changes in the Consumer Price Index - All Urban Consumers, or its successor index, published by the U.S. Department of Labor);
- (e) at Great Clips' discretion, Franchisee shall re-attend and successfully complete the training program at Franchisee's expense; and
- (f) Franchisee and each of Franchisee's shareholders or equity owners with a 10% or greater interest in this Agreement shall sign a General Release and the then-current GREAT CLIPS® Franchise Agreement prior to the date that the term of this Agreement expires. Franchisee will be required to pay the Continuing Franchise Fee and the Continuing Advertising Fund Contribution, but not the Initial Franchise Fee, required by the then-current Franchise Agreement. The then-current Franchise Agreement required to be executed by Franchisee at the time of renewal may contain terms materially different from those contained in this Agreement.

#### 4. TRADEMARK STANDARDS.

4.1 **Name and Ownership.** ~~Franchisee shall not use any of the Marks in or as a corporate or business name, nor shall Franchisee use the Marks in or as a name for an independent franchisee association, organization or cooperative. Franchisee acknowledges that Great Clips is the exclusive owner of the service mark GREAT CLIPS® and all of the other Marks and that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the operation of the Salon in accordance with this Agreement. Franchisee's use of the Marks and any goodwill established from Franchisee's use inures exclusively to the benefit of Great Clips. Great Clips owns all right, title, interest and goodwill in and to the Marks and~~

~~Franchisee has and acquires only the qualified license granted in this Agreement. Franchisee agrees not to contest ownership or registration of the Marks.~~

4.2 **Usage.** Franchisee shall display and use the Marks only in the manner and form prescribed or authorized by Great Clips in writing. Standards for such usage are subject to change. Franchisee shall use the Marks only with advertising products and services prescribed or authorized by Great Clips and shall not use the Marks in any other business that Franchisee is affiliated with. Franchisee shall not use any of the Marks in or as a corporate or business name, nor shall Franchisee use the Marks in or as a name for an independent franchisee association, organization or cooperative. Great Clips may also permit Franchisee to use from time to time other trademarks, service marks, trade names and commercial symbols as may be designated in writing. Great Clips reserves the right if necessary in Great Clips' judgment to change the principal Marks on a ~~systemwide~~ system wide or regional basis. Upon notice to Franchisee, Franchisee at its expense shall promptly adopt a new principal Mark(s) designated by Great Clips to identify the Salon and business conducted hereunder, including new salon signage and trade dress.

4.3 **No Use of Other Marks.** Franchisee agrees to use the mark GREAT CLIPS® as the sole identification of its GREAT CLIPS® business. Franchisee agrees that it will affix a notice in the location with content and form prescribed by Great Clips that it is an independent franchisee of Great Clips and as such, an authorized user of the Marks and that the owner of the Marks is Great Clips.

4.4 **Use of Marks on the Internet.** Franchisee's use of the Marks on the Internet and in domain names is subject to the provisions of this Agreement and the Great Clips Electronic Marketing and Communications Policy and the Great Clips Information Protection Policy. This includes those marks that may be pending registration or are considered, in Great Clips' sole determination, to be identifying Marks of the System. Great Clips reserves the right to establish and modify rules which will govern Franchisee's use of the Marks on the Internet including domain names, homepages and electronic addresses or otherwise in connection with a website, including social media ~~sites,~~ sites and Franchisee agrees to abide by such rules. Franchisee is prohibited from using any of the Marks, including the words "Great Clips" or "greatclips", in any domain name or individual or group email address except as authorized by Great Clips. Franchisee's right to use the Marks on the Internet will terminate immediately upon the expiration or termination of this Agreement.

4.45 **Litigation.** Great Clips will have sole and absolute discretion to determine what steps, if any, will be taken in any instance of unauthorized use or infringement of any of its Marks and will have complete control of any litigation or settlement in connection with any claim of an infringement or unfair competition or unauthorized use with respect to the Marks. Franchisee must immediately notify Great Clips if it becomes aware that any person who is not a licensee of Great Clips is using or infringing any of the Marks. Franchisee at Franchisee's own expense will assist and cooperate with any suit or other action undertaken by Great Clips with respect to such unauthorized use or infringement such as by giving testimony or furnishing documents or other evidence. The attorneys' fees for any such action will be paid by Great Clips.

4.6 Crisis Communication. Great Clips will have the sole and absolute discretion to determine what steps will be taken in instances of a crisis that impacts the GREAT CLIPS® brand. "Crisis" includes an event that occurs at the Salon or about the GREAT CLIPS® brand that may cause harm or injury to the GREAT CLIPS® Marks, System, reputation and image.

**5. FEES.**

5.1 **Initial Franchise Fee.** Franchisee shall pay an initial franchise fee (the "Initial Franchise Fee") of \$20,000. If this is Franchisee's first Franchise Agreement with Great Clips, Franchisee will pay the \$20,000 Initial Franchise Fee upon signing this Agreement. If this Agreement is not the first Franchise Agreement Franchisee has signed, \$10,000 of the Initial Franchise Fee (the "Partial Initial Franchise Fee") is due and payable upon the signing of this Agreement. The balance of \$10,000 is due and payable at the time Franchisee places the equipment order with Great Clips for the Salon. Great Clips shall not accept Franchisee's equipment order for the Salon without the receipt of the balance of the Initial Franchise Fee.

5.2 **Right to Cancel Agreement.** Great Clips will have the right, but not the obligation, to cancel this Agreement if:

- (a) Franchisee fails to open the Salon within 24 months of the date of this Agreement;
- (b) Franchisee fails to complete the training program to Great Clips' satisfaction;
- (c) Great Clips determines that Franchisee is using this Agreement for speculative purposes;
- (d) Franchisee is an existing GREAT CLIPS® franchisee and becomes restricted from expansion under Great Clips' policies for any reason between the time Great Clips accepts this Agreement and before a lease is fully executed for the Authorized Location; or
- (e) Franchisee is in breach of this Agreement.

5.3 **Refundability.** The Initial Franchise Fee is non-refundable if: (a) this is the first Franchise Agreement that Franchisee has entered into with Great Clips; or (b) Franchisee has participated in an incentive program which requires non-refundable fees or deposits to be paid to Great Clips. If this Franchise Agreement is cancelled, and this Agreement is not the first Franchise Agreement that Franchisee has entered into with Great Clips and it is not part of an incentive program, Great Clips will refund the Partial Initial Franchise Fee, after deducting any amounts owed to Great Clips. To receive a refund of the Partial Initial Franchise Fee, Franchisee and each of Franchisee's shareholders or equity owners with a 10% or greater interest in this Agreement must sign a General Release in favor of Great Clips and Great Clips shall have no further obligation to Franchisee. All refunds are without interest.



5.4 **Continuing Franchise Fee.** Franchisee shall pay Great Clips biweekly as a continuing franchise fee (the "Continuing Franchise Fee") an amount equal to 6% of Franchisee's Gross Sales.

5.5 **Continuing Advertising Contribution.** Franchisee shall make a biweekly continuing advertising contribution (the "Continuing Advertising Contribution") to the GREAT CLIPS® North American Advertising Fund (the "North American Ad Fund"), in an amount equal to 5% of Franchisee's Gross Sales. ~~Franchisee is required to pay all Continuing Advertising Contributions with a separate check, draft, money order or pre-authorized bank debit.~~

5.6 **Gross Sales.** "Gross Sales" means the total dollar volume income from all cash, credit or charge sales of all merchandise, products and services sold or rendered in connection with Franchisee's GREAT CLIPS® business. Gross Sales will not include any sales or use tax imposed by any taxing authority directly upon sales if the amount of the tax is added to the selling price and expressly charged to the customer. If a taxing authority imposes any tax on Great Clips such as a sales tax or other tax on the Continuing Franchise Fee or on any other fees paid to Great Clips, Great Clips reserves the right to collect any such tax directly from Franchisee. Gross Sales from GREAT CLIPS® Gift Cards, Value Cards or similar prepaid cards ("Gift Cards") are included upon the redemption of a value on the Gift Card and are included upon recognition of any dormancy amounts of Gift Card liabilities. All Gross Sales of any kind must be run through the Salon computer system.

5.7 **Initial Market Development Advertising Fund Contribution.** Franchisee shall pay an initial advertising contribution (the "Initial Advertising Contribution") of \$5,000 to the Market Development Advertising Fund (the "Market Development Ad Fund"). If this is Franchisee's first Franchise Agreement with Great Clips, Franchisee will pay the Initial Advertising Contribution upon signing this Agreement. If this Agreement is not the first Franchise Agreement Franchisee has signed, the Initial Advertising Contribution will be paid at the time Franchisee places the equipment order with Great Clips for the Salon. No equipment order will be accepted by Great Clips from Franchisee without receipt of the Initial Advertising Contribution to the Market Development Ad Fund. The Initial Advertising Contribution is non-refundable.

5.8 **Payment.** All Continuing Franchise Fees and Continuing Advertising Contributions shall be calculated and paid biweekly and are due and payable and must be received by Great Clips by the Friday following the end of each biweekly period. For purposes of this Agreement, a "week" is a seven-day period, and a "biweekly" period is a 14-day period, ending on Friday, or such other day, as designated periodically by Great Clips. Great Clips shall apply Franchisee's payments to Franchisee's outstanding accounts in any manner Great Clips reasonably deems appropriate, regardless of any instructions provided by Franchisee. Franchisee will timely pay all Continuing Franchise Fees and Continuing Advertising Contributions and will not have the right to offset these amounts regardless of any claims or allegations of liability for damages or other payments that Franchisee may allege against Great Clips.

5.9 **Pre-Authorized Bank Debits.** Franchisee is required to execute such documents as Great Clips may request to provide Franchisee's authority to Great Clips' bank directing Franchisee's bank to pay and deposit directly to Great Clips' account, and to charge the account

of the Franchisee, the amount of Continuing Franchise Fees and Continuing Advertising Contributions payable by the Franchisee pursuant to this Agreement before the close of business on Friday following the end of each biweekly period. Franchisee will, at all times during the term of this Agreement, maintain a balance in its bank account sufficient to allow the appropriate amount to be debited from Franchisee's account for payment of the Continuing Franchise Fees and Continuing Advertising Contributions payable by the Franchisee for deposit into Great Clips' account.

5.10 **Late Payment; Bank Charges.** Any amounts that are not paid to Great Clips when due shall bear interest from the date due until paid at the lesser of 18% per annum or the maximum legal rate of interest allowed by the state or province in which the Salon is located. Franchisee shall pay Great Clips for any and all costs incurred by Great Clips in the collection of any unpaid amount from Franchisee including attorneys' fees, costs, overdraft charges, insufficient funds charges and other expenses incurred in collecting amounts owed by Franchisee.

## 6. ~~————~~ GREAT CLIPS SERVICE TRAINING.

6.1 **Franchisee Orientation and Training.** Franchisee must attend and successfully complete all training required for franchisees as set forth in the then-current Operations Manual. At no extra charge beyond the Initial Franchise Fee, Great Clips will provide a training program for Franchisee, the Designated Operator(s) identified in ~~Paragraph~~Section 47.220.1, and Franchisee's shareholders or equity owners who are active in the GREAT CLIPS® business, to educate, familiarize and acquaint the attendees in the major aspects of establishing and operating a GREAT CLIPS® Salon. The training program is mandatory and must be successfully completed within the time frame established by Great Clips. The training includes ~~on-line~~online and classroom training. Franchisee will be granted access to GREAT CLIPS® University, the ~~on-line~~online learning system, upon becoming a Great Clips franchisee, and will be required to complete a number of mandatory courses prior to attending in-person training. Franchisee will also be required to attend a two-day in-person training course conducted at training facilities designated by Great Clips. The in-person training will be scheduled by Great Clips in its sole discretion. Great Clips reserves the right to deliver training via video, DVD, the Internet or other ~~on-line~~online communications, or through other means. If Franchisee fails to complete the training program to Great Clips' satisfaction, Great Clips may cancel this Agreement in accordance with ~~Paragraph~~Section 5.2. Training requirements may be communicated and updated through periodic memos, publications, manuals, email, the GREAT CLIPS® Website or other ~~on-line~~online communications. In the event a Franchisee ~~or manager~~ fails to successfully complete the training program, he or she will not be permitted to ~~manage or operate~~ the Salon. Great Clips reserves the right to require Franchisee or any of Franchisee's equity owners to re-attend any training sessions.

~~6.2 **Additional Assistance for Franchisees.** Great Clips will conduct meetings and conventions for franchisees at such times and at such locations as Great Clips deems appropriate. Franchisee must use its best efforts to attend all such meetings conducted by Great Clips for franchisees during the term of this Agreement. All expenses, including registration fees, incurred by Franchisee or any employees in traveling to and attending such meetings will be paid for by Franchisee.~~

6.32 **Great Clips Academy for Hair.** Great Clips will provide a training program for Franchisee and Franchisee's managers and stylists. The Great Clips Academy for Hair training is mandatory for Franchisee and Franchisee's managers and stylists and must be successfully completed within the time frame established by Great Clips in the Operations Manual.

6.43 **LEADS (Leading Excellence and Developing Staff).** Great Clips will provide a management training program for Franchisee and Franchisee's management staff. LEADS is mandatory and must be successfully completed within the time frame established by Great Clips in the Operations Manual.

6.54 **In-Salon Training:** ~~You are~~Franchisee is required to complete In-Salon Training in order to become familiar with day-to-day salon activities and with the operation of the point-of-sale system. This training will include participation in salon closing procedures, including running daily reports, as well as the salon opening procedure. ~~You~~Franchisee must successfully complete all requirements of In-Salon Training as set forth in the Operations Manual.

6.65 **Additional Training for Managers and Stylists.** Additional or subsequent managers and stylists who are hired by Franchisee (who have not already successfully completed all required training) who commence required training for managers and stylists after the Salon has been in operation must successfully complete the training program within the time frame established by Great Clips in the Operations Manual.

6.76 **Training Fee.** Franchisee shall pay an annual Training Fee which is currently \$200 per year for each salon that Franchisee has open. This Training Fee covers Great Clips Academy for Hair, TEAM Training, Great Clips University courses and resources, LEADS and other additional training for Franchisee's managers and stylists. The Training Fee is subject to change at Great Clips' discretion.

6.87 **Payment of Salaries and Expenses.** Franchisee shall pay the salaries, fringe benefits, payroll taxes, unemployment compensation, workers' compensation, insurance, lodging, food, travel costs and all other expenses for Franchisee, Franchisee's managers, stylists, and all other persons sent to training programs by Franchisee. Franchisee will comply with all applicable laws pertaining to all employees who attend Great Clips' training programs.

6.8 **Successful Completion of Training.** In the event Franchisee or its managers fail to successfully complete the required training programs, he or she will not be permitted to operate or manage the Salon. Great Clips, in its sole determination shall decide whether a training program has been successfully completed. Great Clips reserves the right to require any attendee to re-attend any training session.

## **7. BUSINESS SERVICES.**

**6.97.1 Opening Advisory Services.** Great Clips shall advise Franchisee on site selection, salon layout, obtaining licenses or permits, proper display of the Marks, procurement of equipment, fixtures and initial inventories, recruiting personnel, and managing construction of the Salon.

**6.107.2 Continuing Services.** To protect and maintain the distinction, valuable goodwill and uniformity represented by the Marks and System, Great Clips shall:

- (a) prescribe from time to time uniform standards of quality and service;
- (b) provide Franchisee with access to GREAT CLIPS® University and the GREAT CLIPS® Website for franchisees on the Internet;
- (c) provide Franchisee with the Operations Manual, and various other manuals which may be available only through the GREAT CLIPS® Website or other ~~on-~~online communications; provide counseling and information on advertising and promotional matters, training and development procedures, and other elements of the GREAT CLIPS® System, through Great Clips directives, email communications, meetings and seminars, telephone and on-site visits; and
- (d) provide Franchisee access to such purchasing programs as Great Clips may establish periodically for salon fixtures, furnishings, equipment, computers, signage, inventory and supplies, subject to Franchisee's compliance with credit terms and qualification requirements established periodically by Great Clips.

**6.27.3 Additional Assistance for Franchisees.** ~~Great Clips will conduct Convention, Zone Meetings, Institute, GM to Leader and various other continuing development programs for the benefit of Franchisee, its General ~~meetings~~Manager and managers at such times and at ~~and~~ ~~conventions for franchisees at such times and at such locations as Great Clips deems appropriate. Franchisee, its General Manager and managers are expected ~~must use its best efforts to attend all such meetings conducted by Great Clips for franchisees during the term of this Agreement. All expenses, including registration fees, incurred by Franchisee or any employees in traveling to and attending such meetings will be paid for by Franchisee.~~~~~~

**7.174 Evaluations.** ~~For the purpose of making periodic evaluations to ascertain if the provisions of this Agreement are being observed by Franchisee, Great Clips or its authorized representative shall have the right to enter the Salon, announced or unannounced, at all reasonable times to: observe the operation of the Salon; inspect and evaluate Franchisee's products and services; inspect and evaluate the facility, fixtures and equipment; and take photographs and videotapes of the interior and exterior of the Salon. Franchisee must provide Great Clips or its authorized representative with access to all information, books, records, operational data, the computer system itself, computer reports and customer information relating to the Salon as Great Clips may require. Great Clips will have the right to discuss with Franchisee or Franchisee's personnel, including Franchisee's Manager, all matters that may pertain to compliance with this Agreement and Great Clips standards and specifications.~~

~~**6.11 Revenues.** Great Clips and its affiliates may offer to sell various products and services to Franchisee at a profit. Great Clips reserves the right to receive fees or other~~

~~consideration in connection with GREAT CLIPS<sup>®</sup> sales promotion and advertising programs or from other vendors.~~

**78. ——— FRANCHISEE SALON DEVELOPMENT AND OPENING OBLIGATIONS.**

**78.1 Site Selection.** Franchisee is solely responsible for locating, evaluating and selecting a site for the Salon and for the review and negotiation of the lease for the Authorized Location. Great Clips will, at Franchisee's request, assist Franchisee in site selection by furnishing Franchisee with Great Clips' confidential site evaluation criteria, by consulting with and counseling Franchisee, and, at Great Clips' discretion, by conducting field inspections of proposed sites at mutually convenient times. Franchisee will not lease or otherwise acquire a site for the Salon until the site has been consented to by Great Clips. Great Clips may withhold consent to any proposed location in its absolute discretion, and its consent, if granted, is permission only and not an assurance or guaranty to Franchisee of the availability, suitability or success of a location. Franchisee acknowledges and agrees that Franchisee's success will be due to factors beyond the control of Great Clips. If Great Clips does not consent to the proposed location, it will notify Franchisee and Franchisee may submit another proposed location to Great Clips. Great Clips prohibits Franchisee from assigning or otherwise disposing of its interest in a lease for the proposed Salon without first offering the lease to Great Clips. Great Clips may use exclusive real estate agents in connection with real estate location searches. Great Clips requires Franchisee, at Franchisee's expense, to use only Great Clips' exclusive real estate agents when pursuing sites that exclusive real estate agents have presented to Great Clips, if any.

**78.2 Lease.** Great Clips may, in its sole and absolute discretion, require that Franchisee submit the lease for the Salon to Great Clips for its written consent before Franchisee executes the lease. Great Clips will not withhold consent arbitrarily, but each lease by which Franchisee occupies the Salon must provide that Great Clips may, at its sole option, upon the termination, expiration or proposed transfer of this Agreement, take an assignment of Franchisee's interest in the lease, without the payment of additional consideration (other than a reasonable assignment fee), and without liability for obligations of Franchisee accrued as of the date of the assignment of the lease. Great Clips' review of the lease prior to its execution will not be for the purpose of approving the legal aspects, economics, or rental terms of the lease. Accordingly, Great Clips will have no responsibility to Franchisee with regard to the economics, legality or enforceability of the lease. At all times during the term of this Agreement, Franchisee will promptly pay all rents and charges required by the lease for the Salon and shall not be in default under the terms of the lease. Franchisee is required to provide Great Clips with a copy of Franchisee's fully executed lease for the Salon and any amendments or renewals to the lease to ensure that at all times Great Clips has a copy of the then-current lease.

**78.3 Facility Standards.** Franchisee shall be solely responsible for ensuring that the Salon is designed, constructed or improved, equipped and furnished in accordance with Great Clips' System standards. The Salon must conform to Great Clips' approved salon layouts, floor plans, specifications, minimum cutting station requirements, exterior and interior decorating designs and color schemes. Franchisee must have architectural drawings completed by a licensed architect. All drawings must be submitted to and approved by Great Clips prior to

commencing any work on the location. Franchisee shall purchase equipment, furnishings, fixtures and signs for the Salon from Great Clips or from suppliers authorized by Great Clips. Franchisee shall not install vending machines, gaming machines or other unapproved furnishings or equipment. Franchisee must obtain necessary permits, licenses and other legal or architectural requirements and shall ensure that the Salon is in compliance with all applicable local, state, provincial and federal laws, statutes and building codes, including the Americans with Disabilities Act and any applicable state or provincial cosmetology regulations. Franchisee may remodel or alter the Salon, or change its equipment or fixtures, only with Great Clips' prior consent. Franchisee shall promptly repair or replace defective or obsolete equipment, signage, flooring or fixtures in accordance with such standards established by Great Clips.

7.78.4 Signage. The Salon shall be identified only by the Marks and shall contain or display only signage that has been specifically designated or authorized by Great Clips. The Salon shall contain signage prominently identifying Franchisee as a franchisee of Great Clips. Franchisee must display information relating to GREAT CLIPS<sup>®</sup> franchise opportunities in the lobby area of the Salon as required by Great Clips, and must display promotional banners and signage as may be required by Great Clips from time to time.

**7.8.45 Great Clips' Right to Modify Facility Standards.** Great Clips may modify facility standards from time to time in response to changes in consumer expectations and buying trends, to implement enhancements in response to technological advances, as a result of Great Clips' research and development activities, and to meet competition. Franchisee will be required periodically to remodel, modernize, and redecorate the Salon and to replace and modernize the furniture, fixtures, graphics, signage, supplies and equipment so that the Salon will reflect the then-current System standards. Franchisee shall implement changes in facility requirements when prescribed, even if additional investment or expenditures are required. Great Clips reserves the right to automatically ship new graphics or other required facility items directly to the Salon. Franchisee shall promptly pay Great Clips or the vendor for such materials, including shipping and taxes.

**8.6 Computer System and Equipment.** Franchisee shall install and use the electronic data processing and communications hardware and software, including voice mail systems and computers, as Great Clips may designate. Franchisee agrees to maintain broadband connection to the salon management system and to any other specified points of connection according to Great Clips' standards and specifications. Franchisee shall be required to obtain Great Clips' proprietary software package and the hardware designated by Great Clips or the software supplier, which are subject to change periodically at Great Clips' discretion. Franchisee is required to promptly upgrade or change the required computer system and software as directed by Great Clips. Great Clips reserves the right, at its sole discretion, to apply such upgrades or changes automatically and without notice in the event that Franchisee fails to promptly take action to operate the Salon to required standards. Franchisee is required to obtain a software license for each Salon that comprises a suite of applications and services designed, developed and made available from Great Clips' authorized supplier for such merchandise, which is currently Innovative Computer Software ("ICS"). Franchisee will have sole and complete responsibility for the acquisition, operation, maintenance and upgrading of the computer system,

the manner in which the computer system interfaces at the specified levels of broadband connection and any and all consequences if the computer system is not properly operated, maintained and upgraded. Franchisee must maintain the Salon's computer so as to provide Great Clips with independent access to all sales, financial, marketing, stylist, employee, customer, productivity, management, and other business information and other operational data ("Salon Data"). All Salon Data is proprietary property owned by Great Clips, regardless of whether such information is stored in Franchisee's computer system, by a third-party data warehousing service or in a secure remote or cloud environment. Franchisee shall implement changes in operational requirements or add additional technology tools when prescribed, even if additional investment or expenditures are required.

8.7 **Online Communications.** Franchisee will, at all times during the term of this Agreement, at Franchisee's expense, have broadband access to the Internet at the salon computer system and at any other points of connection specified by Great Clips. Franchisee must participate in GREAT CLIPS® University and access the GREAT CLIPS® Website and other online communications ("Websites"). Great Clips will, at its discretion, determine the content and use of the Websites and will establish the rules under which Franchisee will participate in the Websites. Great Clips owns all intellectual property and other rights in the Websites including, without limitation, the domain name or URL the log of "hits" by visitors, and any personal or business data that visitors supply. Franchisee acknowledges that certain information obtained through its participation in the Websites may be considered Confidential Information, including passwords, access codes and identification codes. Franchisee is responsible for ensuring that Franchisee's employees maintain the same level of confidentiality. Great Clips will retain all rights relating to the Websites and may alter or terminate the Websites at its sole and absolute discretion. Franchisee's use of the Websites and general conduct on the Internet, and specifically its use of the Marks or any marketing, solicitation or recruiting on the Internet (including the domain name and any other Marks Great Clips may develop), will be subject to the provisions of this Agreement, the Electronic Marketing and Communications Policy and the Great Clips Information Protection Policy. Franchisee may not separately register any domain name containing any of the Marks. Any website established by Franchisee containing any of the Marks, including social networking sites such as Facebook, LinkedIn, Twitter, Instagram or YouTube, must conform to the standards and guidelines contained in the Electronic Marketing and Communications Policy. Franchisee will at all times comply with all electronic marketing and related laws. Franchisee's right to participate in the Websites or otherwise use the Marks or System on the Internet or other online communications will terminate when this Agreement expires or terminates.

8.8 **Television Equipment.** Franchisee shall install broadcast television and such closed network video and audio system only as Great Clips may authorize or designate. Franchisee agrees to obtain such equipment from a Great Clips' authorized supplier. Franchisee will utilize the system in accordance with Great Clips standards and specifications and will air only such programming as Great Clips may authorize or designate.

7.58.9 **Salon Opening.** Franchisee agrees not to open the Salon until: Franchisee is notified by Great Clips that the Salon meets Great Clips' standards and specifications; Franchisee has procured all required licenses and permits; Franchisee is fully-staffed with an

approved schedule; Franchisee has successfully completed training to Great Clips' satisfaction; Franchisee has an approved grand opening marketing plan; and all applicable franchise fees and other amounts owing to Great Clips have been paid.

~~7.6 **Relocation.** With the consent of Great Clips, and if Franchisee is in good standing, Franchisee may apply to relocate the Salon subject to Great Clips' then current Relocation Policy. Franchisee and each of Franchisee's shareholders or equity owners with a 10% or greater interest in this Agreement must execute a General Release in favor of Great Clips, in the form prescribed by Great Clips. Great Clips will consent to or reject Franchisee's relocation application in accordance with its then current Relocation Policy. If the Salon is temporarily closed pending relocation, Franchisee may not assign any interest in the franchise to another party or entity until such time as the Salon is reopened and in operation. Franchisee must promptly renew this Agreement if it expires during an approved closed pending relocation period.~~

## 9. STANDARDS OF OPERATION

9.1 **Business System.** Franchisee acknowledges that Great Clips owns and controls the System for the establishment, operation and promotion of the GREAT CLIPS® business. Franchisee acknowledges that the information contained in the Operations Manual, GREAT CLIPS® University, the GREAT CLIPS® Website, email communications, training videos, DVDs and other materials or communications constitutes trade secrets of Great Clips. All enhancements and improvements to the System are the exclusive property of Great Clips.

9.2 **Salon Operations.** Franchisee shall at all times operate the Salon in compliance with the System standards, authorized services, operating systems, and other aspects of the System prescribed by Great Clips in the Operations Manual, GREAT CLIPS® University, the GREAT CLIPS® Website, email communications, training videos, DVDs and other materials or communications, as revised periodically by Great Clips. Franchisee shall not duplicate or disseminate the Operations Manual, content from GREAT CLIPS® University, the GREAT CLIPS® Website, training videos, DVDs and other materials or communications in whole or in part, and shall destroy superseded pages of all manuals, and shall return tangible copies of the Operations Manual, training videos, DVDs and all other materials or communications to Great Clips immediately upon the assignment, termination or expiration of this Agreement. The Operations Manual, training videos, DVDs and other communications may only be available on the Internet or other online communications.

~~7.11 **Personnel.** Franchisee shall manage or operate the Salon on a regular basis through Designated Operator(s) or a manager who has successfully completed the Great Clips Academy for Hair and the Management Training programs. Franchisee will staff the Salon with qualified, competent employees who are courteous to the public and have been trained in accordance with Great Clips' standards within the time frame required by Great Clips. Franchisee is solely responsible for recruiting, hiring, supervising and discharging employees, assuring their continuing compliance with standards of training and competence and setting their wages and terms of employment. Franchisee and Franchisee's employees shall wear attire prescribed by Great Clips, furnished at Franchisee's or the employee's expense.~~



9.3 Personnel. Franchisee must devote its best efforts to the management and operation of the GREAT CLIPS® business. Franchisee shall manage or operate the Salon on a regular basis through Designated Operator(s) or a manager who has successfully completed the Great Clips Academy for Hair and the LEADS training programs. Franchisee will staff the Salon with qualified, competent employees who are courteous to the public and have been trained in accordance with Great Clips' standards within the time frame required by Great Clips. Franchisee is solely responsible for recruiting, hiring, supervising and discharging employees, assuring their continuing compliance with standards of training and competence and setting their wages and terms of employment. Franchisee and Franchisee's employees shall wear attire prescribed by Great Clips, furnished at Franchisee's or the employee's expense and must be clean and neat in appearance.

9.4 Hours of Operation. The Salon shall be open for business for such days and hours as prescribed periodically by Great Clips, including Sundays if permitted under Franchisee's lease.

~~7.7 Signage.~~ The Salon shall be identified only by the Marks and shall contain or display only signage that has been specifically designated or authorized by Great Clips. ~~The Salon shall contain signage prominently identifying Franchisee as a franchisee of Great Clips. Franchisee must display information relating to GREAT CLIPS® franchise opportunities in the lobby area of the Salon as required by Great Clips, and must display promotional banners and signage as may be required by Great Clips from time to time.~~

7.89.5 Products and Services. Franchisee shall use and offer for sale all, but only those, products and services that are designated periodically by Great Clips. Franchisee acknowledges and agrees that Great Clips may change designated products and services from time to time and Franchisee is obligated to conform to the then-current requirements as they may change. Service prices shall be stated only in even-dollar amounts or other distinctive denomination or format designated periodically by Great Clips. Franchisee shall use only the type and style of pricing board designated by Great Clips. Franchisee shall offer GREAT CLIPS® private label products only from the Authorized Location and from no other location or through the Internet or other ~~en-line~~online communications. Franchisee shall not conduct business at the Authorized Location other than the GREAT CLIPS® business.

9.6 Other Businesses. If Franchisee is affiliated with other businesses, Franchisee may not be a designated or approved supplier to the GREAT CLIPS® franchise system. Franchisee is prohibited from utilizing the GREAT CLIPS® Marks, communication systems or Websites in association with a business other than the GREAT CLIPS® business.

~~6.119.7~~ Revenues. Great Clips and its affiliates may offer to sell various products and services to Franchisee at a profit. Great Clips reserves the right to receive fees or other consideration in connection with GREAT CLIPSGREAT CLIPS® sales promotion and advertising programs or from other vendors.

7.99.8 Credit Cards/Gift Cards. Franchisee shall honor all credit cards and Gift Cards approved by Great Clips and shall participate in the Gift Card Program or other Gift Card

programs or promotions, as directed by Great Clips. Franchisee must obtain the prior written approval of Great Clips prior to honoring any previously unapproved credit cards or other credit devices. Franchisee must offer for purchase all required Gift Cards and install and activate any hardware or software necessary to offer and redeem Gift Cards. Franchisee shall keep all communication connections and access to financial and credit card information secure in a manner which is in compliance with all legal requirements and security requirements of issuing credit card companies. Franchisee at all times must comply with all payment card industry data security standards ("PCI") laws and regulations including any laws applicable to abandoned property and escheat and shall hold Great Clips harmless from any and all claims and liabilities.

7.109.9 **Compliance with Laws.** Franchisee shall maintain the Salon in the highest degree of sanitation, safety, repair and condition as Great Clips may require and in compliance with all applicable laws pertaining to the business including all health, environmental, sanitation, cosmetology, payment card industry data security standards laws, and Occupational Safety and Health Administration laws. Franchisee shall operate and maintain the Authorized Location in strict compliance with all fire, safety and building codes, the American with Disabilities Act, and other requirements that may be prescribed by Great Clips or by public authority. Franchisee is exclusively responsible for the full knowledge and application of all employment laws, such as Title VII of the Civil Rights Act, Family and Medical Leave Act, Consolidated Omnibus Budget Reconciliation Act, Fair Labor Standards Act, all federal and state or provincial wage and hour laws, workers' compensation, Internal Revenue Code, Immigration Law, and all federal, state, and provincial employment laws. Franchisee is also responsible for the full knowledge and application of all state, provincial, and federal federal, state and provincial data privacy laws, such as the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Fair and Accurate Credit Transactions Act, the National Automated Clearinghouse Association, and all related and associated regulations, as well as any other applicable state, provincial or other federal federal, state or provincial laws (collectively "Privacy Laws"). Franchisee is exclusively responsible for ensuring that all stylists are licensed by the applicable state or provincial Cosmetology Board or equivalent official licensing entity.

~~7.11 **Personnel.** Franchisee shall manage or operate the Salon on a regular basis through Designated Operator(s) or a manager who has successfully completed the Great Clips Academy for Hair and the Management Training programs. Franchisee will staff the Salon with qualified, competent employees who are courteous to the public and have been trained in accordance with Great Clips' standards within the time frame required by Great Clips. Franchisee is solely responsible for recruiting, hiring, supervising and discharging employees, assuring their continuing compliance with standards of training and competence and setting their wages and terms of employment. Franchisee and Franchisee's employees shall wear attire prescribed by Great Clips, furnished at Franchisee's or the employee's expense.~~

~~7.12 **Standards of Operation.** Franchisee shall at all times operate the Salon in compliance with the System standards, authorized services, operating systems, and other aspects of the System prescribed by Great Clips in the Operations Manual, GREAT CLIPS® University, the GREAT CLIPS® Website, email communications, training videos, DVDs and other materials or communications, as revised periodically by Great Clips. Franchisee shall not duplicate or~~

~~disseminate the Operations Manual, content from GREAT CLIPS® University, the GREAT CLIPS® Website, training videos, DVDs and other materials or communications in whole or in part, and shall destroy superseded pages of all manuals, and shall return the Operations Manual, training videos, DVDs and all other materials or communications to Great Clips immediately upon the assignment, termination or expiration of this Agreement. The Operations Manual, training videos, DVDs and other communications may only be available on the Internet or other on-line communications. The Salon shall be open for business for such days and hours as prescribed periodically by Great Clips, including Sundays if permitted under Franchisee's lease. Franchisee shall implement changes in operational requirements or add additional technology tools when prescribed, even if additional investment or expenditures are required. Franchisee acknowledges that other GREAT CLIPS® salons may operate under different forms of agreement with Great Clips, and that the rights and obligations of parties to other agreements may differ from those hereunder. Franchisee shall promptly address all customer complaints, and all consumer complaints pending in a legal or administrative forum shall be answered by Franchisee within 10 days after receipt of any such legal proceedings (or a shorter period of time provided by law). Franchisee shall forward a copy of any consumer legal proceeding and Franchisee's response to Great Clips within three days of the date that the response is forwarded to the consumer or the applicable legal authority.~~

~~7.13 **Television Equipment.** Franchisee shall install broadcast television and such closed network video and audio system only as Great Clips may authorize or designate. Franchisee agrees to obtain such equipment from a Great Clips' authorized supplier. Franchisee will utilize the system in accordance with Great Clips standards and specifications and will air only such programming as Great Clips may authorize or designate.~~

~~7.14 **Computer System and Equipment.** Franchisee shall install and use the electronic data processing and communications hardware and software, including voice mail systems and computers, as Great Clips may designate. Franchisee agrees to maintain broadband connection to the salon management system and to any other specified points of connection according to Great Clips' standards and specifications. Franchisee shall be required to obtain Great Clips' proprietary software package and the hardware designated by Great Clips or the software supplier, which are subject to change periodically at Great Clips' discretion. Franchisee is required to promptly upgrade or change the required computer system and software as directed by Great Clips. Great Clips reserves the right, at its sole discretion, to apply such upgrades or changes automatically and without notice in the event that Franchisee fails to promptly take action to operate the Salon to required standards. Franchisee is required to obtain a software license for each Salon that comprises a suite of applications and services designed, developed and made available from Great Clips' authorized supplier for such merchandise, which is currently Innovative Computer Software ("ICS"). Franchisee will have sole and complete responsibility for the acquisition, operation, maintenance and upgrading of the computer system, the manner in which the computer system interfaces at the specified levels of broadband connection and any and all consequences if the computer system is not properly operated, maintained and upgraded. Franchisee must maintain the Salon's computer so as to provide Great Clips with independent access to all sales, financial, marketing, customer, productivity, management, and other business information and other operational data. All such information for the Salon is proprietary property owned by Great Clips, regardless of whether such~~

information is stored in Franchisee's computer system or by a third party data warehousing service.

~~7.15 **On-line Communications.** Franchisee will, at all times during the term of this Agreement, at Franchisee's expense, have broadband access to the Internet at the salon management system and at any other points of connection specified by Great Clips. Franchisee must participate in GREAT CLIPS<sup>®</sup> University and access the GREAT CLIPS<sup>®</sup> Website and other on-line communications ("Websites") at least once per business day. Great Clips will, at its discretion, determine the content and use of the Websites and will establish the rules under which Franchisee will participate in the Websites. Great Clips owns all intellectual property and other rights in the Websites including, without limitation, the domain name or URL the log of "hits" by visitors, and any personal or business data that visitors supply. Franchisee acknowledges that certain information obtained through its participation in the Websites may be considered Confidential Information, including passwords, access codes and identification codes. Franchisee is responsible for ensuring that Franchisee's employees maintain the same level of confidentiality. Great Clips will retain all rights relating to the Websites and may alter or terminate the Websites at its sole and absolute discretion. Franchisee's use of the Websites and general conduct on the Internet, and specifically its use of the Marks or any marketing, solicitation or recruiting on the Internet (including the domain name and any other Marks Great Clips may develop), will be subject to the provisions of this Agreement, the Electronic Marketing and Communications Policy and the Great Clips Information Protection Policy. Franchisee may not separately register any domain name containing any of the Marks. Any website established by Franchisee containing any of the Marks, including social networking sites such as Facebook, LinkedIn, Twitter or YouTube, must conform to the standards and guidelines contained in the Electronic Marketing and Communications Policy. Franchisee will at all times comply with all electronic marketing and related laws. Franchisee's right to participate in the Websites or otherwise use the Marks or System on the Internet or other on-line communications will terminate when this Agreement expires or terminates.~~

~~7.169.10 **Email Address Communication with Great Clips.** Great Clips will provide Franchisee with a proprietary email address for use in communicating with Great Clips. Franchisee's email address will be used as the primary method for Franchisee and Great Clips to communicate with one another and to transmit documents and other communications and information. Franchisee will review its email at least once per business day and will use reasonable efforts to respond to emails and telephone calls from Great Clips within 24 hours. Great Clips will send information to Franchisee at the Great Clips email address and no other email address used by Franchisee. Franchisee's conduct on the email system is subject to this Agreement, the Electronic Marketing and Communications Policy and the Great Clips Information Protection Policy. Franchisee is required to keep all passwords, access codes and identification codes provided by Great Clips confidential.~~

~~9.11 **Customer Complaints.** Franchisee shall promptly address all customer complaints, and all consumer complaints pending in a legal or administrative forum shall be answered by Franchisee within 10 days after receipt of any such legal proceedings (or a shorter period of time provided by law). Franchisee shall forward a copy of any consumer legal~~

proceeding and Franchisee's response to Great Clips within three days of the date that the response is forwarded to the consumer or the applicable legal authority.

~~7.17 **Evaluations.** For the purpose of making periodic evaluations to ascertain if the provisions of this Agreement are being observed by Franchisee, Great Clips or its authorized representative shall have the right to enter the Salon, announced or unannounced, at all reasonable times to: observe the operation of the Salon; inspect and evaluate Franchisee's products and services; inspect and evaluate the facility, fixtures and equipment, and take photographs and videotapes of the interior and exterior of the Salon. Franchisee must provide Great Clips or its authorized representative with access to all information, books, records, operational data, the computer system itself, computer reports and customer information relating to the Salon as Great Clips may require.~~

~~7.18 **Confidentiality.** During and after the term of this Agreement, Franchisee shall not disclose, except to Franchisee's GREAT CLIPS<sup>®</sup> employees, or use for any purpose other than operating the Salon, any trade secret, confidential or proprietary aspect of the GREAT CLIPS<sup>®</sup> System including, but not limited to, the contents of the Operations Manual, GREAT CLIPS<sup>®</sup> University, the GREAT CLIPS<sup>®</sup> Website, and other on-line communications, training videos, DVDs and other materials or communications, Great Clips' training programs, marketing calendars, marketing plans, or other information or know how distinctive to a GREAT CLIPS<sup>®</sup> salon. Franchisee is further responsible for ensuring that Franchisee's employees maintain the same level of confidentiality. If Franchisee or Franchisee's employees learn about an unauthorized use of any trade secret or confidential or proprietary materials, Franchisee must promptly notify Great Clips. Great Clips is not obligated to take any action but will respond to the information as it deems appropriate. If Franchisee, Franchisee's spouse, or an employee of Franchisee at any time conducts, owns, consults with, is employed by or otherwise assists a similar or competitive business to that franchised hereunder, it is Franchisee's burden to prove that Franchisee is not in violation of this covenant.~~

~~7.19 **Non-Competition.** To prevent a conflict of interest and unfair competition based upon Franchisee's knowledge and use of the GREAT CLIPS<sup>®</sup> System and Marks, Franchisee and its spouse, shall not without Great Clips' prior written consent (which may be withheld arbitrarily), directly or indirectly engage or participate in, consult with, or assist in any way, or participate in or share the earnings or profits of, or lease property to any other business or activity that competes with the GREAT CLIPS<sup>®</sup> business, including any retail haircare or personal grooming business, beauty school, barber school, cosmetology school, or any business selling hair products: (a) during the term of this Agreement, at any location or over the Internet; (b) for one year after the expiration or termination of this Agreement for any reason anywhere within five miles of the Authorized Location or of any GREAT CLIPS<sup>®</sup> salon; and (c) for one year after Franchisee has assigned its interest in this Agreement anywhere within five miles of the Authorized Location or of any GREAT CLIPS<sup>®</sup> salon. Franchisee shall not acquire or hold directly or indirectly any interest (other than one percent or less of the stock in a publicly traded corporation) in another retail haircare or personal grooming business or haircare franchisor, without Great Clips' prior written consent. Franchisee expressly agrees that the one year period and the five mile limit are the reasonable and necessary time frame and distance required to protect Great Clips and GREAT CLIPS<sup>®</sup> franchisees if this Agreement expires or is terminated~~

~~for any reason, and that this covenant not to compete is necessary to permit Great Clips the opportunity to resell and/or develop a new GREAT CLIPS® business at or near the Authorized Location. If a court or arbitrator finds this Paragraph or any portion of this Paragraph to be unenforceable, the court or arbitrator is authorized and directed to reduce the scope or duration (or both) of the provision in issue to the extent necessary to render it enforceable and to enforce the provision as so revised.~~

~~7.209.12~~ **Notice of Proceedings.** Franchisee shall immediately deliver to Great Clips a copy of any notice of default received from any landlord or a copy of any notification of a legal proceeding commenced by or against Franchisee relating to Franchisee's GREAT CLIPS® business. Franchisee shall keep Great Clips continuously advised of the status of the matter.

**9.13 Contact Information.** Throughout the term of this Agreement, Franchisee shall notify Great Clips of any change to Franchisee's home and business addresses and telephone numbers.

## **810. ADVERTISING.**

**810.1 Local Advertising.** Franchisee shall execute marketing programs using local media. Franchisee shall use only advertising programs or materials provided by Great Clips or that Great Clips has specifically designated in writing. All costs, including production costs, for advertising programs or materials not provided by Great Clips shall be paid by Franchisee. Franchisee shall not utilize promotional texting in the local marketing of the GREAT CLIPS® business.

**810.2 Other Advertising Expenses.** Franchisee will be required to participate, from time to time, in promotional and discount programs and/or offer various promotional items, cross-marketing coupons, rebates or other sales and marketing products or value-added items. Great Clips may enter into marketing partnerships that may require Franchisee to display partner items in the Salon, distribute partner items or offers or similar actions to promote the marketing partnership. There may be additional purchases required from time to time to participate in such promotions and/or programs. Franchisee may be required to sell products and/or services with maximum price limits. Any such pricing and promotional requirements will be based on Great Clips' unilateral determination of what would be in the best interest of the System to protect its competitive brand position.

**810.3 North American Advertising Fund.** Franchisee shall cooperate with Great Clips in various ~~advertising-marketing~~ and sales promotion programs. Great Clips reserves the right to establish and prescribe periodic ~~advertising-marketing~~ and sales promotion or discount programs. Great Clips has sole and absolute discretion, within its own assessment of the general best interests of the GREAT CLIPS® System, to determine the amount and nature of expenditure of funds collected into the GREAT CLIPS® North American Ad Fund for advertising, research, marketing, public relations and various sales promotion programs and as to the selection of materials, programs, media and agencies on which said expenditures are made. Great Clips may compensate itself and its affiliates from the North American Ad Fund for reasonable expenses of

administering and promoting the North American Ad Fund and the programs funded and administered through the North American Ad Fund, including any taxes that may be levied on or in relation to the North American Ad Fund receipts or fund balances. Great Clips shall advise Franchisee annually of the receipts and expenditures of the North American Ad Fund and of Great Clips' expense of administering and promoting the North American Ad Fund and its programs.

**810.4 Market Development Advertising Fund.** Great Clips has sole and absolute discretion to determine the amount and nature of expenditures from the Market Development Ad Fund. Great Clips has the exclusive right to decide whether and in what proportions such funds will be allocated to advertising, research, marketing, public relations, sales promotions or other areas, and to select materials, programs, media and agencies it deems appropriate. Great Clips may compensate itself and its affiliates from the Market Development Ad Fund for all reasonable expenses of administering and promoting the Market Development Ad Fund and programs funded and administered under the Market Development Ad Fund, including for payment of any taxes that may be levied on or in relation to Market Development Ad Fund receipts or balances. Great Clips has no obligation to Franchisee to account for its administration of or expenditures under the Market Development Ad Fund.

**810.5 Grand Opening.** Franchisee shall execute and complete a grand opening marketing plan at Franchisee's expense in the form, and using the advertising and promotional campaign and materials, reasonably designated or authorized by Great Clips. Franchisee shall be required to spend the then-current expenditure requirement for the grand opening. Franchisee will not open the Salon until Great Clips has approved Franchisee's Grand Opening Plan. The approved Grand Opening Plan will be shared with the local Co-op.

**810.6 Local Co-op.** Franchisee ~~shall~~ is required to join and continuously participate in a-the local GREAT CLIPS<sup>®</sup> cooperative organization ("Co-op") authorized or designated by Great Clips for the purpose of communication with Great Clips, collaborating with other franchisees, and developing, initiating and executing programs for the mutual benefit of the total membership of the Co-op. Franchisee shall attend local Co-op meetings and shall participate in market-wide programs as required by the Co-op. Franchisee shall pay all dues, assessments or contributions, and shall comply with all obligations of the Co-op members as determined by the Co-op.

**10.7 Participation in Marketing Programs.** Except as prohibited or limited by law, Franchisee shall fully participate in all promotional campaigns, prize contests, special offers or other programs, whether national, regional, or local in nature (including the introduction of new products or services, or new franchisees or other marketing programs directed or approved by Great Clips), which are prescribed from time to time by Great Clips. Franchisee shall be responsible for the costs of such participation. In addition, Franchisee shall honor any coupons, gift certificates or other authorized promotional offers at Franchisee's expense. From time to time, a promotion may not benefit all franchisees in the system.

**911. FINANCIAL STANDARDS.**

**911.1 Records and Reports.** Franchisee shall maintain and furnish to Great Clips upon request all computer data and computer-generated reports, whether stored electronically in Franchisee's computer system or by a third-party data warehousing service. Franchisee shall furnish to Great Clips all information, books and records relating to the Salon as Great Clips periodically may require, on forms designated by Great Clips, including Franchisee's sales and use tax returns, monthly, quarterly, and annual financial statements, sales reports, check registers, purchase records and business plans. Franchisee shall furnish its annual financial statements to Great Clips within 60 days after Franchisee's fiscal year end. All sales shall be recorded in a manner prescribed by Great Clips. All records shall be made available to Great Clips for at least three years following the end of Franchisee's fiscal year to which they pertain. Franchisee shall keep all such records where they are readily available to Great Clips and shall permit Great Clips to inspect, copy, and audit them at any time.

**911.2 Financial Management.** Franchisee shall make available sufficient working capital to permit operation of the Salon in compliance with this Agreement. Franchisee shall pay the debts of, and taxes and assessments against, the Salon. Franchisee shall discharge any encumbrance against the Salon (except those incurred in connection with Franchisee's long-term financing of the Salon) within 30 days of its creation.

**911.3 Salon Data Reports.** Franchisee shall submit to Great Clips reports containing ~~sales, financial, marketing, customer, productivity, management and other business and operational data pertaining to the Salon~~ Data as Great Clips may periodically require. Franchisee shall provide the reports to Great Clips via electronic transfer from the Salon's computer system. All ~~information for the Salon Data~~ is proprietary property owned by Great Clips regardless of whether such information is stored in Franchisee's computer system ~~or~~, by a third-party data warehousing service or in a secure remote or cloud environment.

**911.4 Biweekly Report.** Franchisee shall submit to Great Clips by the Friday after the end of each biweekly period designated by Great Clips an ACH payment or a report, certified by Franchisee, showing such information pertaining to Franchisee's operation hereunder as Great Clips periodically may require. The report shall show the computation of the Continuing Franchise Fee and the Continuing Advertising Contribution, and shall be accompanied by payment in full of all amounts owed.

**911.5 Right to Conduct Audit or Review.** Great Clips or its authorized representative shall have the right to conduct an audit or review of Franchisee's books and records. If such an audit or review reveals a misstatement of 5% or greater in any data reported by Franchisee, or an underpayment of 2% or more of any fees due to Great Clips or of the Continuing Advertising Contribution, Franchisee shall, in addition to other remedies, promptly reimburse Great Clips' cost of conducting the audit or review, including reasonable professional fees. Franchisee shall pay additional amounts found due within 10 days after Franchisee is notified. If no underpayment or misstatement as described in this ~~Paragraph~~ Section is found to exist, Great Clips will pay the costs associated with the audit or review.

## **1012. INSURANCE; INDEMNIFICATION**



**1012.1 Coverages Required by Law.** Franchisee shall, at its sole cost and expense, maintain all insurance required by state, provincial or federal law, including workers' compensation or other insurance required for its employees, and including all insurance required under the lease for the Authorized Location and the operation of the GREAT CLIPS® business.

**1012.2 Liability Insurance.** Franchisee must acquire and maintain in full force and effect: (a) public liability insurance including product liability and professional liability in a minimum amount of \$1,000,000 combined single limit per occurrence, or such greater limits as Great Clips may reasonably prescribe; and (b) "All Risk" or special property coverage of not less than the current replacement cost of the glass, equipment, fixtures and leasehold improvements at the Authorized Location sufficient in amount to restore the Salon promptly to full operations.

**1012.3 Additional Insured; Certificates of Coverage.** All insurance policies procured and maintained by Franchisee pursuant to this Agreement shall: (a) name Great Clips as an additional insured; (b) waive any right to assert a claim back against Great Clips; and (c) undertake to notify Great Clips 30 days in advance of any cancellation or material change in the policy. On an annual basis and upon Great Clips' request, Franchisee shall provide Great Clips with certificates of coverage, endorsements, or other proof of insurance- that Great Clips requires evidencing that Franchisee has obtained and is maintaining in force all required insurance policies at least annually. If Franchisee fails to provide the certificates of insurance coverage, endorsements or other proof of insurance, Great Clips (in addition to all other rights and remedies) may purchase such insurance in the name and on behalf of Franchisee, and Franchisee shall immediately reimburse Great Clips' expenses and premiums paid to obtain such insurance. Great Clips may engage a third party vendor to compile and maintain records of the certificate of insurance of coverage, endorsements or other proof of insurance.

#### 12.4

**Indemnification.** Franchisee shall indemnify and hold Great Clips, its affiliates, officers, directors and employees harmless against all claims, lawsuits, liabilities, obligations and judgments arising out of or in connection with Franchisee's conduct of the business licensed hereunder including: (a) any personal injury, property damage, commercial loss or environmental contamination; (b) any failure to comply with any requirement of any governmental authority; ~~and~~ (c) failure to pay any of its obligations, and (d) any claims brought against Great Clips related to Franchisee's violation of Privacy Laws. Great Clips will have the absolute right to defend any claim made against it that results from or arises out of Franchisee's GREAT CLIPS® business. Franchisee will reimburse Great Clips for all such obligations and damages for which Great Clips is held liable and for all costs reasonably incurred by Great Clips in the defense of such claims, including attorneys' fees. Franchisee shall not be liable to Great Clips for matters in which Great Clips is found liable for its own conduct.

### **113. GREAT CLIPS' RIGHT OF FIRST REFUSAL.**

**113.1 Definitions.** The following words and phrases will have these definitions:

- (a) "Assignment" – includes Franchisee's assignment, transfer, sale, gift, or other disposition of any interest in: (i) this Agreement; (ii) the Franchisee entity; (iii) the Salon governed by this Agreement; or (iv) the assets or a substantial portion of the assets of the Salon.
- (b) "Controlling Interest" – a person will be deemed to have a controlling interest in Franchisee if that person has the majority of the voting stock or other forms of voting ownership interest of a corporation, partnership or other entity, or is otherwise able to direct or cause the direction of that entity's management or policies.
- (c) "Franchisee" – includes all persons and entities with an ownership interest in this Agreement.

**113.2 Offer to Great Clips.** If Franchisee desires to make an assignment or otherwise dispose of all or any part of Franchisee's interest in this Agreement, Franchisee shall first offer the proposed transaction to Great Clips.

**113.3 Exclusions.** Notwithstanding the terms of ~~Paragraph~~Section 113.2, the right of first refusal shall not apply if the assignee, transferee, or beneficiary is: (a) the spouse or child of Franchisee; (b) a corporation or other entity owned and controlled solely by Franchisee; or (c) already a shareholder or equity owner and the transaction does not result in a change in Controlling Interest. Franchisee must obtain Great Clips' prior written approval to the assignment and must comply with all of the terms and conditions of ~~Paragraph~~Section 12-14 of this Agreement.

**113.4 Documentation Required.** Franchisee shall provide the following information to Great Clips:

- (a) a purchase agreement or letter of intent signed by the assignee or other party to the transaction and by Franchisee, specifying all the material terms and conditions of the offer including price and payment terms;
- (b) a copy of the most recent income statement and the income statement from the Salon's last fiscal year end;
- (c) a copy of the lease for the Authorized Location;
- (d) current financial statements of the assignee; and
- (e) any other information or documents as reasonably requested by Great Clips.

**113.5 Notice to Franchisee.** Great Clips will have 30 days from receipt of all of the above materials to accept the offer, by written notice to Franchisee, on the price and payment terms (or pay to Franchisee the cash equivalent of the price and payment terms) of the third party offer. If the proposed transaction includes assets not related to the operation of the Salon, Great Clips may choose to purchase only the assets related to the operation of the Salon. In the event that Great Clips does not exercise its right of first refusal and the offer changes in any way, or another offer is made to Franchisee, this new offer must also be presented to Great Clips. Great Clips will have 30 days to accept the new offer, by written notice to Franchisee, on the price and terms (or pay to Franchisee the cash equivalent of the price and payment terms) of the third party offer. Any offer that Great Clips does not match must be transacted within 120 days from the

date that Great Clips informs Franchisee of its intent not to exercise its right of first refusal. If the transaction does not take place within 120 days, Great Clips will have the right to re-evaluate and match the offer if it elects to do so by notice to Franchisee.

**113.6 Cash Equivalent Offer.** Great Clips will have the right to replace the price and payment terms in the original purchase offer with a cash ("cash equivalent") offer. If Great Clips exercises its right of first refusal by making a cash equivalent offer, and there is any dispute concerning whether Great Clips' offer is equivalent to the price and payment terms, then the following dispute resolution procedure shall be utilized. Franchisee will have seven days after the receipt of Great Clips' cash equivalent offer to notify Great Clips that it claims that Great Clips' offer is not of equivalent value to the price and payment terms of the transaction. If, within seven additional days, Great Clips and Franchisee cannot resolve the dispute through negotiation, then Great Clips and Franchisee will each appoint a separate national certified public accounting firm to make an independent determination of what the cash equivalent of the price and payment terms of the transaction would be. Great Clips and Franchisee will each bear their own costs of the work of the separate national certified public accounting firm appointed by each of them to perform this task. The accounting firms appointed to resolve this matter will finish their work within 30 days of appointment. The final amount which will be utilized as the cash equivalent will be the average of the amounts determined by each of the accounting firms. Upon that determination, Great Clips will have the option of proceeding with its right of first refusal, utilizing the cash equivalent amount determined by this process.

**113.7 Dispute Resolution Mechanism.** This dispute resolution mechanism to determine the cash equivalent for purposes of exercising the right of first refusal will be final, binding, and non-appealable as a fully arbitrated resolution of this matter. The mandatory utilization of this dispute resolution mechanism to determine the cash equivalency of the transaction terms for this right of first refusal will constitute an exception to any other mechanism for the resolution of disputes as set forth in Paragraph Section 13-15 of this Franchise Agreement.

## **1214. ASSIGNMENT OF FRANCHISE.**

**1214.1 Assignment by Great Clips.** Great Clips may assign its interest in this Agreement, directly or indirectly, by merger, assignment, pledge or other means.

**1214.2 Assignment by Franchisee.** The rights granted to Franchisee pursuant to this Agreement may be assigned or transferred by Franchisee only with the prior written approval of Great Clips. Whether Franchisee is an individual, group of individuals, partnership, corporation, limited liability company or other entity, any assignment (or new issuance), directly or indirectly, occurring as a result of a single transaction or a series of transactions that alters the Percentage of Ownership Interest reflected in Paragraph Section 1720.1 of this Agreement, including a public offering, is an "assignment" within the meaning of this Paragraph Section and must be consented to by Great Clips. Franchisee must apply for consent to an assignment on Great Clips' forms, accompanied by the Assignment Fee described in Paragraph Section 1214.6 and proposed purchase agreement or other agreement signed by the Franchisee and the proposed assignee. Any unauthorized assignment is a breach of this Agreement, void, and of no effect.

~~12~~14.3 **Restrictions.** Franchisee may not assign more than a 50% interest in this Agreement to any person, persons or entity who is not currently a party to this Agreement if the Salon is not yet operational, or if this Franchise Agreement was executed in conjunction with an incentive program. Franchisee may not assign any interest whatsoever in this Agreement if the Salon is temporarily closed due to a pending relocation, as authorized by Great Clips under ~~Paragraph~~Section 7-61.3. Franchisee may not include any of the Marks licensed under this Agreement when advertising the sale of its GREAT CLIPS® business in newspapers, magazines, journals, via electronic media, in the Internet or in any other public forum without prior written approval of Great Clips.

~~12~~14.4 **Conditions to Approval of Assignment.** Great Clips shall not unreasonably withhold consent to the assignment provided that Franchisee and the assignee comply with the following conditions and all of the terms, conditions and requirements set forth in Great Clips' then-current expansion policies:

- (a) Franchisee and each of Franchisee's shareholders or equity owners with a 10% or greater interest in this Agreement must sign a General Release in favor of Great Clips;
- (b) all current liabilities of Franchisee shall be paid in full, including any liability for outstanding GREAT CLIPS® Gift Cards;
- (c) the Assignment Fee set forth in ~~Paragraph~~Section 1214.6 is paid in full;
- (d) Franchisee shall complete at Franchisee's expense reasonable refurbishing and repair of the Salon and its fixtures, furnishings, grounds and signage as Great Clips may prescribe to conform to the then-current System standards;
- (e) if Great Clips has any ongoing liability under Franchisee's lease for the Salon, Great Clips will require the assignee to personally and corporately provide a hold harmless agreement to Great Clips and may further condition its consent upon receiving a fully-executed copy of an assignment of lease from Franchisee to the assignee; and
- (f) the assignee must: (i) be of legal age and capacity to enter into a Great Clips Franchise Agreement; (ii) meet Great Clips' standards and qualifications for new franchisees; (iii) agree to operate the Salon as a GREAT CLIPS® salon; (iv) demonstrate that it is financially qualified to operate the Salon; (v) meet the residency requirements set forth in Great Clips' expansion policies; (vi) have no conflicting interests with Great Clips as determined by Great Clips in its sole discretion; (vii) not be restricted from expansion (if the assignee is an existing GREAT CLIPS® franchisee); (viii) devote its best efforts to the management of the GREAT CLIPS® business; (ix) communicate, in English, with Great Clips and with Franchisee's customers, suppliers and employees; (x) successfully complete Great Clips' training program within the time frame established by Great Clips (if the assignee has experience operating GREAT CLIPS® salons, Great Clips will consider that experience and performance as a factor in the approval process); (xi) assignee and each of assignee's shareholders or equity owners with a 10% or greater interest in a corporate assignee must sign a General Release in favor of Great Clips.

**1214.5 Execution of Assignment.** If the assignee is approved by Great Clips, the assignee will execute and deliver to Great Clips the then-current standard form of GREAT CLIPS® Franchise Agreement which may be materially different than this Agreement. The assignee and each of the assignee's shareholders or equity owners that will have a 10% or greater interest in the Franchise Agreement shall personally guaranty performance of the Franchise Agreement on Great Clips' form of Guaranty. Notwithstanding the execution by the assignee of the then-current form of Franchise Agreement, the assignee will assume the balance remaining of the term of this Agreement with the attendant renewal provisions. The assignee shall not be required to pay an Initial Franchise Fee for the then-current Franchise Agreement.

**1214.6 Assignment Fee.** Franchisee shall pay an Assignment Fee of \$1,500 per salon (subject to increase or decrease in proportion to annual changes in the Consumer Price Index – All Urban Consumers, or its successor index, published by the U.S. Department of Labor), to Great Clips. The Assignment Fee shall be paid upon Franchisee's request for consent to the proposed assignment. If Great Clips declines its consent to a proposed assignment, Great Clips shall refund the Assignment Fee without interest, less its costs in connection with the proposed assignment. The Assignment Fee is otherwise non-refundable. No Assignment Fee is due if:

- (a) the assignment is to Franchisee's spouse or child; or
- (b) the assignment is less than 25% and the assignment does not cause a change in the Controlling Interest of Franchisee and is not part of a series of transactions that amount to 25% or greater change in the Controlling Interest of Franchisee; or
- (c) Great Clips exercises its right of first refusal.

Although the Assignment Fee may be waived, Franchisee must comply with all other requirements for assignment set forth in this ~~Paragraph~~Section 1214.

**1214.7 Assignment to Controlled Entity.** Great Clips shall consent to Franchisee's assignment of this Agreement to a corporation or other business entity whose shares are wholly-owned and controlled by Franchisee provided that: (a) Franchisee provides a copy of Franchisee's Articles of Incorporation, partnership documents or a copy of the fully-executed legal documents that reflect the formation of such entity, including evidence of distribution of ownership; (b) Franchisee applies for Great Clips' consent on Great Clips' form; (c) Franchisee and each of Franchisee's shareholders or equity owners with a 10% or greater interest in this Agreement sign a personal Guaranty and agree to be bound by the provisions of the Franchise Agreement; and (d) Franchisee and each of Franchisee's shareholders or equity owners with a 10% or greater interest in this Agreement sign a General Release in favor of Great Clips.

**1214.8 Public Offering.** In the event Great Clips gives its consent to a public offering by Franchisee, such consent does not in any way constitute Great Clips' approval of Franchisee's offering or relieve Franchisee of its sole responsibility for the contents and veracity of the offering and any private placement memorandum or other documents associated with the offering. Franchisee must provide to Great Clips all documents related to the public offering for its review and pay all Great Clips' costs for such review and appraisal of the documents.

Franchisee will be required to include such written disclosures as Great Clips deems appropriate in the event of a public offering by Franchisee.

**1214.9 Death or Disability.** In the event of the death, disability or incapacity of any individual franchisee or principal officer or director of an incorporated franchisee or partner in a partnership franchisee, or member of a limited liability company, or trust, the transferee, assignee, beneficiary or trustee must apply for Great Clips' consent to assignment of the Franchise Agreement. The assignment shall not be valid or effective until Great Clips has received the properly executed legal documents which it deems necessary to properly and legally document the transfer, assignment, bequest or trust of this Agreement, and until the transferee, assignee, beneficiary or trustee agrees to be unconditionally bound by the terms and conditions of this Agreement and to personally guaranty the performance of Franchisees' obligations under this Agreement. The assignee, beneficiary or trustee must: (i) be of legal age and capacity to enter into a Great Clips Franchise Agreement; (ii) meet Great Clips' standards and qualifications for new franchisees; (iii) agree to operate the Salon as a GREAT CLIPS® salon; (iv) demonstrate that it is financially qualified to operate the Salon; (v) have no conflicting interests with Great Clips as determined by Great Clips in its sole discretion; (vi) devote its best efforts to the management of the GREAT CLIPS® business; (vii) successfully complete Great Clips' training program within the time frame established by Great Clips (if the assignee has experience operating GREAT CLIPS® salons. Great Clips will consider that experience and performance as a factor in the approval process). The transferee, assignee, beneficiary or trustee will be required to comply with all of the terms and conditions of Paragraph Sections 11-13 and 12-14 of this Agreement including the payment of the Assignment Fee owed under Paragraph Section 1214.6.

## **1315. RESOLUTION OF DISPUTES.**

**1315.1 Arbitration.** Except as specifically provided to the contrary in this Agreement, all disputes concerning this Agreement or the business conducted hereunder, including allegations of fraud, misrepresentation or violation of any state, provincial or federal law or regulation, shall be resolved by the American Arbitration Association pursuant to the Commercial Arbitration Rules and Regulations. Either party may commence arbitration by filing a Demand for Arbitration with the American Arbitration Association and serving the Demand for Arbitration on the opposing party. A Demand for Arbitration must be filed within three years of the date when any cause of action asserted in the Demand for Arbitration accrued, or such cause of action will be barred and must be dismissed by the Arbitrator. For purposes of this Agreement, a cause of action will be deemed to have accrued when the claimant knew or reasonably should have known of the facts on which the cause of action is based.

**1315.2 Power of the Arbitrator.** The Arbitrator will be appointed within 60 days after a written Demand for Arbitration has been made in accordance with the Commercial Arbitration Rules and Regulations of the American Arbitration Association. The authority of the Arbitrator will be limited to making a finding, judgment, decision and award relating to the interpretation of or adherence to the written provisions of this Agreement. The Arbitrator will not have the authority or right to add to, delete, amend or modify in any manner, the terms, conditions and provisions of this Agreement. All findings, judgments, decisions and awards of the Arbitrator will be limited to the dispute set forth in the Demand for Arbitration, and the Arbitrator will not have the authority to decide any other issues. The Arbitrator will have the power, right and

authority to decide some or all of the issues, claims and defenses presented in the arbitration through summary judgment, summary disposition or dismissal proceedings without a full evidentiary hearing or witness testimony as long as all parties are permitted to submit memoranda and affidavits and have oral argument, either in person or by telephone, as to the issues, if the Arbitrator determines that oral argument would assist in the decision making process. The Arbitrator will not have the right or authority to award punitive damages to either party. All findings, judgments, decisions and awards by the Arbitrator will be in writing and will be made within 60 days after the arbitration hearings have been completed, and will be final and binding on Great Clips and Franchisee. The written decision of the Arbitrator will be deemed to be an order, judgment and decree and may be entered as such in any court of competent jurisdiction by either party.

**1315.3 Disputes Not Subject to Arbitration.** The following disputes and controversies between Great Clips and Franchisee shall not be subject to arbitration: (a) any dispute involving the Marks; (b) any dispute involving immediate termination of this Agreement pursuant to ParagraphSection 1416.1; and (c) any dispute involving enforcement of the covenants not to compete set forth in ParagraphSection 7.1919 of this Agreement.

**1315.4 Other Proceedings.** Notwithstanding ParagraphSection 1315.1, upon a breach or threatened breach of this Agreement by Franchisee, Great Clips is entitled to injunctive relief in court restraining such breach without bond and without regard to the adequacy of its legal remedies. Interim equitable relief is available to Great Clips in addition to other remedies or rights Great Clips may have. Great Clips is also entitled to proceed in a court of law in lieu of arbitration to obtain a decree of specific performance requiring that each provision of this Agreement be honored, carried out and enforced as written and to obtain a declaratory judgment or other appropriate relief if there is a controversy over interpretation of this Agreement or the rights and obligations of the parties. Notwithstanding ParagraphSection 1315.1, Great Clips may also proceed against Franchisee in a court of law to collect sums of money due to Great Clips or to protect or enforce its rights in or under the Marks.

**1315.5 Venue and Jurisdiction.** All arbitration hearings will take place exclusively in Minneapolis, Minnesota. Any other legal proceeding involving any dispute between the parties must be venued exclusively and solely in federal or state court in Hennepin County, Minnesota. Great Clips and Franchisee and their respective officers, directors and shareholders, partners and personal guarantors acknowledge that Franchisee and its officers, directors and employees have had substantial business and personal contacts with Great Clips in Minnesota, do hereby agree and submit to personal jurisdiction in Minnesota, and hereby waives any rights they may have to contest venue and jurisdiction in Minnesota and any claims that the venue and jurisdiction in Minnesota are invalid.

**1315.6 Costs and Fees.** The prevailing party in any arbitration or legal proceeding shall recover its costs in obtaining relief under this Agreement, including its reasonable attorneys' fees.

**1416. TERMINATION.**

1416.1 **Immediate Termination.** Great Clips will have the absolute right and privilege, unless prohibited by applicable law, to immediately terminate this Agreement if:

- (a) any act or practice by Franchisee impairs or imminently threatens to impair the goodwill associated with the Marks or System;
- (b) Franchisee is determined to be insolvent within the meaning of any state, provincial, or federal law or becomes a party to any bankruptcy proceedings;
- (c) Franchisee makes an assignment for the benefit of creditors or enters into an arrangement for the disposition of its assets for the benefit of creditors;
- (d) Franchisee closes or abandons the GREAT CLIPS® business;
- (e) Franchisee is convicted of or pleads guilty or no contest to a charge or violation of law related to the GREAT CLIPS® business, or any felony;
- (f) Franchisee assigns an interest in the Franchise Agreement without the consent of Great Clips; or
- (g) Franchisee fails to renew this Agreement in accordance with ParagraphSection 3.3.

If this Agreement is terminated pursuant to this ParagraphSection 1416.1, Great Clips will give Franchisee written notice that this Agreement is terminated. Unless applicable law applies to the contrary, the effective date of termination of this Agreement will be the day written notice is given to Franchisee.

1416.2 **Termination upon Notice.** Great Clips will have the absolute right and privilege, unless expressly prohibited by applicable law, to terminate this Agreement by providing 30 days written notice to Franchisee, if:

- (a) Franchisee engages in repeated and/or continuous breaches of any provision of this Franchise Agreement or any other Franchise Agreement between the parties;  
or
- (b) Franchisee commits a material breach of the Franchise Agreement which Great Clips determines cannot be cured due to the nature of the breach.

If the Agreement is terminated pursuant to this ParagraphSection 1416.2, Great Clips will give Franchisee written notice that this Agreement will be terminated effective 30 days from the date of the notice, unless a different notice period is set forth in the notice and/or required by applicable law. If the Agreement is terminated pursuant to this ParagraphSection 1416.2, Franchisee will not have an opportunity to cure any asserted failure or breach, unless applicable law expressly requires an opportunity to cure in connection with such a basis for termination.

1416.3 **Grounds for Termination.** Either party may terminate this Agreement for "good cause." Good cause for termination by either party is a material breach of this Agreement or any other Franchise Agreement Franchisee has entered into with Great Clips for a GREAT CLIPS® salon. Good cause for termination of this Agreement by Great Clips also includes:

- (a) Franchisee's failure to comply with the System and standards of uniformity and quality established by Great Clips;



- (b) Franchisee's failure to make when due any payment pursuant to any Franchise Agreement, promissory note, other contract or other obligation payable by Franchisee to Great Clips;
- (c) Franchisee's failure to pay its obligations owing to suppliers, landlord, bank, other creditors or any federal, state, provincial and municipal government, including federal, provincial and state taxes; and
- (d) Franchisee's understatement of Gross Sales.

If this Agreement is terminated in accordance with this ~~Paragraph~~Section 1416.3, the party who seeks to terminate this Agreement shall give the other party written notice stating the grounds relied upon for termination. If the stated grounds for termination are for nonpayment of amounts due or the understatement of Gross Sales, Franchisee will have seven days after the notice to cure the alleged breach unless a different cure period is required under applicable law for such a breach. If applicable law does not specify a time period to cure an alleged breach, then the party will have 30 days after the notice to cure the alleged breach. If the breach is not corrected within the cure period, the termination will then become effective upon expiration of the cure period.

**1416.4 Franchisee in Default.** Prior to the termination of this Agreement, if Franchisee fails to pay any amounts owed to Great Clips or fails to comply with any term of this Agreement, then in addition to any right Great Clips may have to terminate this Agreement or to bring a claim for damages, Great Clips shall have the option:

- (a) to remove the listing of the Salon from all advertising published or approved by Great Clips, including on the Internet;
- (b) to prohibit Franchisee from attending any meetings or seminars held or sponsored by Great Clips;
- (c) to terminate access to any computer system provided to Franchisee by Great Clips;
- (d) to suspend all services provided to Franchisee under this Agreement or otherwise, including, but not limited to inspections, training, marketing assistance, and sale of equipment, products and supplies;
- (e) to prohibit Franchisee from expanding its GREAT CLIPS® business by opening or operating additional GREAT CLIPS® salons;
- (f) to take possession and assume management of the Salon.

Great Clips' actions, as outlined in this ~~Paragraph~~Section, may continue until Franchisee has brought its account current, cured any default, and complied with Great Clips' requirements. The taking of any of the actions permitted in this ~~Paragraph~~Section shall not suspend or release Franchisee from any obligation that would otherwise be owed to Great Clips under the terms of this Agreement or otherwise.

**1517. CONSEQUENCES OF TERMINATION.**

Upon the termination, expiration or non-renewal of this Agreement:

- (a) Franchisee's interest in this Agreement and all rights licensed to Franchisee automatically revert to Great Clips. All goodwill associated with the licensed Marks shall at all times remain the exclusive property of Great Clips;
- (b) Franchisee shall cease all use of the Marks, any materials containing the Marks and any other confusingly similar name or marks;
- (c) Franchisee shall assign to Great Clips the telephone number used in the operation of the Salon, and Great Clips may direct that an intercept be placed on the Salon's telephone number;
- (d) Franchisee shall pay all sums it owes to Great Clips or to Great Clips' affiliates, including any liability for outstanding GREAT CLIPS® Gift Cards, and all sums it owes to third parties for which Great Clips may also be liable;
- (e) Franchisee shall return to Great Clips any tangible copies of the Operations Manual and other manuals, confidential data, all Salon Data, all database information and disks, software, operational data and customer information, videos, DVDs, CDs, reports, bulletins or other documents furnished by Great Clips; and immediately cease any use of GREAT CLIPS® University, the GREAT CLIPS® Website, distinctive, proprietary or confidential operational, administrative or advertising techniques, systems or know-how, or trade secrets, disclosed to Franchisee by Great Clips;
- (f) unless Great Clips exercises its rights under ~~Paragraph~~Section 4618, Franchisee shall alter the appearance of the Salon to eliminate any similarity in appearance to a GREAT CLIPS® business. At a minimum, such changes and modifications will include: repainting the exterior and interior of the Salon with different colors, including removing any distinctive colors and designs from the walls; removing all fixtures and other décor items, (including, without limitation, the GREAT CLIPS® standard "sail" trade dress), and replacing them with other décor items not of the general type and appearance used in GREAT CLIPS® businesses; removing all exterior and interior GREAT CLIPS® signs; discontinuing use of the approved wall décor items and window decals; and refraining from using any names, slogans, designs décor items, colors or other items which may be confusingly similar to those customarily used only in GREAT CLIPS® businesses. Great Clips reserves the right to take any steps necessary, at the expense of Franchisee, to ensure a complete and full de-identification of the Salon upon termination; and
- (g) Franchisee shall comply with the post-termination provisions of ~~Paragraph~~Section 7.1919 and with all other applicable provisions that continue beyond the termination of this Agreement.

**4618. TRANSFER OF SALON PREMISES AND EQUIPMENT.**

**4618.1 Salon Premises.** If Franchisee leases or subleases the Salon premises from Great Clips, Great Clips has the unconditional right without liability to Franchisee to terminate such lease or sublease simultaneously with the termination, expiration or non-renewal of this Agreement. If Franchisee leases the Salon premises from a third party, Great Clips may at its sole and absolute option, by notice to Franchisee, take an assignment of Franchisee's interest

therein effective as of the date of termination, expiration or non-renewal hereof, but without liability for Franchisee's accrued obligations.

**1618.2 Salon Fixtures and Equipment.** Great Clips has the right, by notice to Franchisee at the termination, expiration or non-renewal of this Agreement, to purchase any or all equipment, fixtures, furnishings or supplies owned by Franchisee and used at the Salon, at a price determined by a qualified appraiser without regard to goodwill or going concern value. If the parties cannot agree upon an appraiser, one shall be appointed by the American Arbitration Association, upon petition of either party. Great Clips may exercise its option to purchase the equipment, fixtures, furnishings or supplies within 60 days after the date of termination, expiration or non-renewal, or upon Great Clips' receipt of the appraiser's report, whichever is later. If Great Clips exercises its purchase option, Franchisee shall sell and deliver to Great Clips the equipment, fixtures, furnishings or supplies it buys in good and merchantable condition, ordinary wear and tear excepted, free and clear of all encumbrances, and deliver a bill of sale therefore. Great Clips shall pay shipping from the Salon to Great Clips' designated destination.

## 19. RESTRICTIVE COVENANTS

**19.1 Confidentiality.** During and after the term of this Agreement, Franchisee shall not disclose, except to Franchisee's GREAT CLIPS® employees, or use for any purpose other than operating the Salon, any trade secret, confidential or proprietary aspect of the GREAT CLIPS® System including, but not limited to, the contents of the Operations Manual, GREAT CLIPS® University, the GREAT CLIPS® Website, and other online communications, training videos, DVDs and other materials or communications, Great Clips' training programs, marketing calendars, marketing plans, or other information or know-how distinctive to a GREAT CLIPS® salon. Franchisee is further responsible for ensuring that Franchisee's employees maintain the same level of confidentiality. If Franchisee or Franchisee's employees learn about an unauthorized use of any trade secret or confidential or proprietary materials, Franchisee must promptly notify Great Clips. Great Clips is not obligated to take any action but will respond to the information as it deems appropriate. If Franchisee, Franchisee's spouse, or an employee of Franchisee at any time conducts, owns, consults with, is employed by or otherwise assists a similar or competitive business to that franchised hereunder, it is Franchisee's burden to prove that Franchisee is not in violation of this covenant.

**19.2 Non-Competition.** To prevent a conflict of interest and unfair competition based upon Franchisee's knowledge and use of the GREAT CLIPS® System and Marks, Franchisee and its spouse, shall not without Great Clips' prior written consent (which may be withheld arbitrarily), directly or indirectly engage or participate in, consult with, or assist in any way, or participate in or share the earnings or profits of, or lease property to any other business or activity that competes with the GREAT CLIPS® business, including any retail haircare or personal grooming business, beauty school, barber school, cosmetology school, or any business selling hair products: (a) during the term of this Agreement, at any location or over the Internet; (b) for one year after the expiration or termination of this Agreement for any reason anywhere within five miles of the Authorized Location or of any GREAT CLIPS® salon; and (c) for one year after Franchisee has assigned its interest in this Agreement anywhere within five miles of the Authorized Location or of any GREAT CLIPS® salon. Franchisee shall not acquire or hold

directly or indirectly any interest (other than one percent or less of the stock in a publicly-traded corporation) in another retail haircare or personal grooming business or haircare franchisor, without Great Clips' prior written consent. Franchisee expressly agrees that the one year period and the five mile limit are the reasonable and necessary time frame and distance required to protect Great Clips and GREAT CLIPS® franchisees if this Agreement expires or is terminated for any reason, and that this covenant not to compete is necessary to permit Great Clips the opportunity to resell and/or develop a new GREAT CLIPS® business at or near the Authorized Location. If a court or arbitrator finds this Section or any portion of this Section to be unenforceable, the court or arbitrator is authorized and directed to reduce the scope or duration (or both) of the provision in issue to the extent necessary to render it enforceable and to enforce the provision as so revised.

**1720. MISCELLANEOUS PROVISIONS DESIGNATION OF RESPONSIBLE PARTIES.**

**1720.1 Designation of Responsible Parties Designated Operator.** Franchisee shall list below and certify to Great Clips: (a) the name, mailing address and equity interest of each person holding any shares or other form of ownership, or security or other interest convertible into an equity interest, in Franchisee, showing percentage of ownership held by each; and (b) the name, mailing address of the individual(s) who will be the principal operator(s) (the "Designated Operator(s)") of the business franchised hereunder. The Designated Operator(s) must have an ownership interest in the franchise and is responsible for the day-to-day management of the Salon and has the authority to act for Franchisee in all matters regarding the Salon. Franchisee shall promptly notify Great Clips of any change in any such information. Any change in the Designated Operator(s) or in the shareholder information is subject to ~~Paragraph~~ Section 12-14 of this Agreement.

Franchisee is a [ ] \_\_\_\_\_, organized under the laws of \_\_\_\_\_, or [ ] individual or group of individuals, and hereby represents and warrants that the information stated below is true and accurate as of the date set forth below:

Shareholder, Partner or Individual Name and Address	Percentage of Ownership Interest
_____	_____
_____	_____
_____	_____
_____	_____

Designated Operator(s):  
\_\_\_\_\_

Address:

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20.2 **Anti-Terrorism Representation.** Franchisee represents to Great Clips that it and all persons or entities holding any legal or beneficial interest in the franchise are not included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended.

~~Governing Law. Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement shall be governed by and interpreted in accordance with the laws of the state or province in which the Authorized Location is located.~~

## 21. MISCELLANEOUS.

21.1 **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement shall be governed by and interpreted in accordance with the laws of the state or province in which the Authorized Location is located.

17.321.2 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties other than those set forth herein. This Agreement shall not be waived, altered or canceled, in whole or in part, except by a writing signed by the parties. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Great Clips in the franchise disclosure document.

17.421.3 **Severability.** All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were severed, the remainder of this Agreement shall remain in effect and enforceable to the fullest extent permitted by law.

17.521.4 **Notice.** Notices hereunder are given when delivered or three business days for all United States destinations and five business days for all foreign designations after being sent by certified mail, or overnight express, facsimile transmission, electronically, or courier service, addressed to Great Clips at its corporate headquarters or to the Designated Operator at the Authorized Location.

17.621.5 **Relationship.** Great Clips and Franchisee stand solely in the business relationship of licensor and licensee and vendor and vendee. Franchisee is not and shall not act or represent itself as the employee, agent, partner or joint venturer of Great Clips. Franchisee

shall incur no debt, liability or obligation on behalf of Great Clips. No fiduciary duties or relationship of special trust and confidence exist between the parties.

17.721.6 **Ethical Conduct.** Great Clips and Franchisee shall adhere to good business practices, observing high standards of honesty, integrity, fair dealing and ethical business conduct and good faith in all business dealings with customers, employees, vendors and all other GREAT CLIPS® franchisees. Franchisee shall at no time engage in deceptive, misleading or unethical practices or conduct which may have a negative impact on the reputation and goodwill of Great Clips or any other franchisee operating under the Great Clips System.

21.7 **Form of Agreement.** Franchisee acknowledges that other GREAT CLIPS® salons may operate under different forms of agreement with Great Clips, and that the rights and obligations of parties to other agreements may differ from those hereunder.

1721.-8 **Parties Affected.** -This Agreement binds the parties and their respective executors, administrators, successors and assigns. No person may acquire from Franchisee any interest in this Agreement except in accordance with ~~Paragraph~~Section ~~1214~~. If Franchisee consists of more than one person, all are jointly and severally liable hereunder. Franchisee and each of Franchisee's shareholders or equity owners with a 10% or greater interest in this Agreement must sign the Guaranty of this Agreement attached hereto or otherwise provided by Great Clips.

1721.-9 **REVIEW.** FRANCHISEE HAS REVIEWED THIS AGREEMENT, THE FRANCHISE DISCLOSURE DOCUMENT AND OTHER INFORMATION FRANCHISEE DEEMS RELEVANT WITH AN INDEPENDENT LEGAL OR BUSINESS ADVISOR. FRANCHISEE HAS RELIED UPON NO REPRESENTATION, FACT, PROMISE OR ASSURANCE MADE BY ANY EMPLOYEE, REPRESENTATIVE OR AGENT OF GREAT CLIPS OTHER THAN THE CONTENTS OF THIS AGREEMENT. FRANCHISEE HAS MADE ITS OWN INDEPENDENT INVESTIGATION AND ACKNOWLEDGES THAT IT HAS BEEN INSTRUCTED BY GREAT CLIPS TO SEEK THE ADVICE OF FRANCHISEE'S OWN INDEPENDENT PROFESSIONAL BUSINESS ADVISORS IN DECIDING TO ENTER INTO THIS AGREEMENT.

1721.-10 **RESPONSIBILITY.** FRANCHISEE ACKNOWLEDGES THAT THE SALON WILL BE OPERATED IN A HIGHLY COMPETITIVE MARKETPLACE AND VOLATILE ECONOMY, AND THAT ITS FINANCIAL RESULTS, INCLUDING ITS ULTIMATE SUCCESS OR FAILURE, WILL DEPEND UPON FRANCHISEE'S MANAGERIAL AND FINANCIAL CAPABILITIES, LOCAL MARKET CONDITIONS AND OTHER FACTORS. FRANCHISEE ACKNOWLEDGES, THEREFORE, THAT GREAT CLIPS CANNOT AND DOES NOT GUARANTY OR REPRESENT THAT THE SALON WILL BE PROFITABLE OR SUCCESSFUL.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below to be effective upon execution by Great Clips.

FRANCHISOR  
GREAT CLIPS, INC.

FRANCHISEE:  
If Franchisee is an individual:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date Approved: \_\_\_\_\_

\_\_\_\_\_

Print Name:

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is a corporation or other  
entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

| \_\_\_\_\_

## GUARANTY

EACH OF FRANCHISEE'S SHAREHOLDERS OR EQUITY OWNERS WITH A 10% OR GREATER INTEREST IN THIS AGREEMENT MUST EXECUTE THE FOLLOWING UNDERTAKING.

In consideration of the grant of a GREAT CLIPS® franchise by Great Clips, Inc. ("Great Clips") to Franchisee, each of the undersigned hereby agrees, jointly and severally, and for themselves, their heirs, legal representatives and assigns:

(1) that they, and each of them, shall be personally and firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement;

(2) that they, and each of them, do hereby unconditionally and irrevocably guaranty the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Franchise Agreement, including payment of any indebtedness of Franchisee arising under or by virtue of the Franchise Agreement; and

(3) that they and each of them will not permit or cause the effective control of Franchisee to be modified or altered in whole or in part by stock transfer or otherwise and will not make or suffer any change in their respective ownership interests in Franchisee without first notifying Great Clips of said proposed assignment or change and obtaining Great Clips' prior written consent thereto, which consent shall not be unreasonably withheld, and without first paying or causing to be paid to Great Clips the Assignment Fee provided for in the Franchise Agreement and adhering to all other provisions of the Franchise Agreement.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**CONFIRMATION OF OPENING  
(SAMPLE FORM)**

Date

Name

Corporate Name

Address

Re: Franchise Agreement Dated: \_\_\_\_\_  
GREAT CLIPS® Salon \_\_\_\_\_  
By and between Great Clips, Inc. and \_\_\_\_\_

Dear \_\_\_\_\_:

Congratulations on your new Salon opening!

Pursuant to Article 1 of the above-referenced Franchise Agreement (the "Franchise Agreement"), this letter serves to confirm the address for the Authorized Location. Your GREAT CLIPS® Salon (the "Salon") is located at: \_\_\_\_\_.

The Salon was fully operational and open for business on: \_\_\_\_\_.  
Accordingly, the initial term of the Franchise Agreement expires at the close of business on \_\_\_\_\_.

If you have not already done so, please have the insurance certificate relating to this new location faxed to (310) 551-6879 immediately. The insurance certificate must name Great Clips, Inc. as an additional insured.

Except as specifically set forth in this letter, the Franchise Agreement shall remain in full force and effect in accordance with its terms. All defined terms contained in this letter will have the same meaning as defined in the Franchise Agreement.

Sincerely,

GREAT CLIPS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**GENERAL RELEASE**

This General Release is given to Great Clips, Inc. ("Great Clips") by \_\_\_\_\_ ("Franchisee").

FOR VALUE RECEIVED, Franchisee, on behalf of Franchisee and of Franchisee's predecessors, affiliated entities, successors and assigns, hereby: (a) represents to Great Clips that Franchisee has no outstanding claims, suits, demands, causes of action or grievances, in any amount or kind, now known or unknown, arising from or in connection with any act, practice, omission or transaction occurring in whole or in part before the date of this General Release in relation to or in connection with all matters relating to Great Clips or the GREAT CLIPS® System in any manner whatsoever, including, but not limited to, all Franchisee's GREAT CLIPS® franchises (collectively, "Claims"), and (b) releases and discharges Great Clips, its affiliates, shareholders, predecessors, successors and assigns, and their respective officers, agents, employees, directors and attorneys, from the Claims. Notwithstanding the preceding, no claim shall be released which arises out of facts deliberately concealed by Great Clips or which are not reasonably ascertainable by the Franchisee.

Franchisee represents that it has carefully and fully read this General Release, has had ample opportunity to review it with Franchisee's attorney, and understands its content and consequences.

IN WITNESS WHEREOF, Franchisee has executed this General Release this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

FRANCHISOR  
GREAT CLIPS, INC.

FRANCHISEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
- Individually

\_\_\_\_\_  
- Individually

\_\_\_\_\_  
- Individually

(Note: If Franchisee is a corporation, partnership or other entity, this General Release MUST be signed both on behalf of the entity by an authorized officer, AND by each shareholder, partner or owner individually with a 10%+ interest in the business entity.)

**EXHIBIT G**

Three Star Program Agreement

**BLACKLINED**

**GREAT CLIPS®  
THREE STAR PROGRAM AGREEMENT**

This Three Star Program Agreement (this "Agreement") dated \_\_\_\_\_, 20\_\_\_\_, is made by and between Great Clips, Inc., a Minnesota corporation ("Great Clips") and \_\_\_\_\_ ("Franchisee"), in consideration of the covenants and agreements set forth below.

1. **Application and Area.** Franchisee hereby applies for Three GREAT CLIPS® Three Star franchises, to be located within the following geographic area ("Area") or designated market area ("DMA"), \_\_\_\_\_ which may be further described in Exhibit A to this Agreement. This Agreement does not grant to Franchisee any exclusive rights for any specific locations or territory whatsoever. Upon acceptance by Great Clips, Franchisee is entitled to receive the benefits of the Three Star Program, as set forth below, for each of the Three Star franchises to be opened under the terms and conditions of this Agreement.

2. **Three Star Program Fee.** Upon signing this Agreement, Franchisee will pay the sum of \$35,000 (the "Program Fee") to Great Clips. The Program Fee paid by Franchisee to participate in the Three Star Program is non-refundable. No waiver of these terms will be granted under any circumstances, including the failure of Franchisee to obtain fully-executed leases for the Three Star franchises within the specific time frame allowed under this Agreement, or if Franchisee fails to qualify for the benefits of the Three Star Program for any other reason. These funds will not be deducted from any Initial Franchise Fees owed by Franchisee for future Franchise Agreements that Franchisee may enter into with Great Clips.

3. **Market Development Ad Fund Contribution.** Upon signing this Agreement, Franchisee will also pay to the Great Clips Market Development Advertising Fund ("Market Development Ad Fund") the sum of \$5,000. This Market Development Ad Fund contribution paid by Franchisee to participate in the Three Star Program is non-refundable.

4. **Term.** The term of the Three Star Program is 24 months from the date when this Agreement is executed by Great Clips. Franchisee must obtain a fully-executed lease (the "Lease"), as described further in Section 5 of this Agreement, for each of the Three Star franchises within this time frame in order to qualify for the Three Star Program benefits. **The 24-month period will not be extended under any circumstances.** Great Clips, its representatives and its agents make no assurances to Franchisee that suitable real estate will be available. Except as provided in Section 7 below, if Franchisee fails to obtain the three, fully-executed Leases within the 24-month period, then Franchisee shall forfeit all Three Star Program benefits for any Three Star franchise for which there is no corresponding Lease, as defined in this Agreement.

5. **Conditions.** The Three Star Program is a lease-signing incentive program. In order to receive the full benefits of this Agreement, Franchisee must enter into a bona fide lease for each of the Three Star franchises within the 24-month time frame specified. Each Lease must meet the following criteria in order to qualify for the Three Star Program benefits:

- 5.1 Franchisee will, upon Great Clips' acceptance of this Agreement, have the right to pursue three potential locations for the Three Star franchises.
- 5.2 The Lease must be for a location that is in the Area specified in Section 1 of this Agreement.
- 5.3 The Lease may only be for a location for which Franchisee has an approved Site Evaluation and Consent Form, acknowledged and executed by Great Clips. Franchisee alone is responsible for acquiring and gaining Great Clips' consent to the Three Star Program locations.
- 5.4 The Lease must include the required assignment language, as described in Franchisee's Franchise Agreement.
- 5.5 The Lease must be executed by both Franchisee and the lessor within the 24-month time frame. If the Lease is not signed by both parties within the required time frame, then Franchisee may not use the Lease to qualify for the Three Star Program benefits.
- 5.6 Franchisee must promptly submit to Great Clips a true copy of the fully-executed Lease (signed by both parties), including all addenda and exhibits. Great Clips will not acknowledge the Lease until it has been received by them at their corporate offices.
- 5.7 Franchisee may not assume a lease from another Great Clips franchisee to utilize for the Three Star Program, but Franchisee may assume a lease from Great Clips to qualify for the Three Star Program.
- 5.8 ~~In the event that the Lease for a Three Star franchise is revoked or rescinded for any reason after the expiration of the 24 month term and before the location (the "Salon") opens, Franchisee may either request that Great Clips cancel the Franchise Agreement or at the sole and absolute discretion of Great Clips, Franchisee may be granted the right to retain the former Three Star Franchise Agreement by paying a \$10,000 Initial Franchise Fee and a \$5,000 initial contribution to the Market Development Ad Fund. Franchisee will be required to promptly pay the \$10,000 Initial Franchise Fee immediately following the revocation of the Lease and will pay \$5,000 to the Market Development Ad Fund when Franchisee places the equipment order for the salon. Franchisee is responsible for promptly notifying Great Clips of any such lease revocation and paying any applicable Initial Franchise Fees if they wish to retain the right to utilize the Franchise Agreement.~~

6. **Three Star Financial Benefits.** The following financial incentives will apply to all qualifying Three Star franchisees:

- 6.1 The Initial Franchise Fee as stated in the Three Franchise Agreements is waived.

6.2. The Great Clips Market Development Ad Fund contribution stated in the Franchise Agreements will be the amount set forth in Section 3 for the first Three Star franchise and will be waived for the remaining two Three Star franchises provided Franchisee has followed the approved grand opening advertising plan as determined by Great Clips. If Franchisee is deemed not to have followed the approved advertising plan, then the \$5,000 Market Development Ad Fund contribution will be due and payable in full as required by the Franchise Agreement.

7. **Conversion Option at Expiration of Term.** If Franchisee has the Lease for two of the Three Star franchises under this Agreement at the expiration of the 24-month period, at the sole and absolute discretion of Great Clips, Franchisee may be granted the right to convert the third Three Star Franchise Agreement to a single Franchise Agreement (the "Conversion Agreement") at a discounted rate. The cost for the Conversion Agreement is \$15,000, consisting of a \$10,000 Initial Franchise Fee and a \$5,000 initial contribution to the Market Development Ad Fund. Franchisee will pay the \$10,000 Initial Franchise Fee at the time of the conversion and will pay \$5,000 to the Market Development Ad Fund when Franchisee places the equipment order for the salon. In the event that Franchisee has less than two fully-executed leases at the expiration of the 24-month time frame, if they wish to retain any non-qualifying Three Star franchises, Franchisee may be permitted, at Great Clips' discretion, to convert the remaining Franchise Agreement(s) to a single unit franchise, in which case Franchisee must promptly pay the partial Initial Franchise Fee as reflected in Great Clips' then-current Franchise Agreement and will be required to pay the balance of any applicable fees when the equipment is ordered for the Salon.

8. **Assignments; No Speculation.** Franchisee may not acquire this Agreement for the purpose of or with a view toward transferring, assigning or delegating the Three Star franchises granted under this Agreement. Franchisee may not assign a majority or greater interest in this Agreement to any party other than the original individual shareholders or partners of the franchisee entity, except in the case of the death, disability or incapacity of the Franchisee; Franchisee may not assign 50% (or less) in one unopened Three Star franchise to one party and 50% (or less) of another unopened Three Star franchise to another party.

9. **Limitation.** This Three Star Program may not be used in conjunction with any other incentive program except as authorized by Great Clips.

10. **Modification or Withdrawal of Program.** Great Clips reserves the right to modify or withdraw the Three Star Program, without affecting the rights of franchisees who have already entered the Three Star Program, at any time without notice.

11. **Non-Acceptance by Great Clips.** If Great Clips does not accept this Agreement by executing below, it will return the Program Fee and Market Development Advertising Contribution submitted by Franchisee without interest.

This Agreement has been approved and accepted by Great Clips, Inc. as of the date written below.

GREAT CLIPS, INC.

FRANCHISEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT H**

Master Development Agreement



**GREAT CLIPS®  
MASTER DEVELOPMENT AGREEMENT**

This Master Development Agreement (this "Agreement") dated \_\_\_\_\_, 20 \_\_\_\_, is made by and between Great Clips, Inc., a Minnesota corporation ("Great Clips") and \_\_\_\_\_ ("Franchisee"), in consideration of the covenants and agreements set forth below.

**1. Grant of Development Rights.** Great Clips hereby grants to Franchisee, subject to the terms and conditions of this Agreement, the right to establish and operate GREAT CLIPS® franchises to be located within the \_\_\_\_\_ Designated Market Area (the "Exclusive DMA"). The Exclusive DMA is comprised of the following counties:

\_\_\_\_\_  
The Initial Market Unit Potential ("IMUP") for this Exclusive DMA is \_\_\_\_\_ units.

1.1 While this Agreement is in effect and as long as (i) Franchisee is not in default of this Agreement or any GREAT CLIPS® Franchise Agreement, and (ii) Franchisee is not restricted from expansion under the terms of Great Clips' policies, Great Clips will grant Franchisee a conditional exclusive right to develop GREAT CLIPS® salons within the Exclusive DMA. Except as otherwise provided in this Agreement, during the term of this Agreement, and for as long as the above conditions are met, Great Clips will not establish or operate, nor grant a franchise to any person other than Franchisee to establish or operate, a GREAT CLIPS® salon at any location within the Exclusive DMA. This right of exclusivity is limited by, and subject to, the Protected Area set forth in a Franchise Agreement for a GREAT CLIPS® salon which is located outside of the geographical boundaries of the Exclusive DMA, but which has a Protected Area which extends into the Exclusive DMA.

1.2 Each salon established by Franchisee will be subject to and governed by a separate Franchise Agreement executed by Great Clips and Franchisee. Franchisee will apply and must qualify to be awarded a standard GREAT CLIPS® Franchise Agreement (hereinafter the "Franchise Agreement"), to operate each salon within the Exclusive DMA. Qualification for and approval of applications for Franchise Agreements is a process entirely separate from this Agreement. Franchisee must meet all Great Clips' expansion policy guidelines and qualification criteria required of any GREAT CLIPS® franchisee and must not be restricted from expansion for any reason at any time it applies for additional Franchise Agreements in the Exclusive DMA. Each year, Franchisee must apply for the number of Franchise Agreements that corresponds with the number of salon openings required under the Development Schedule described in Section 6.1 of this Agreement. If Franchisee has a signed lease attached to each unopened Franchise Agreement required in a given year, then Franchisee may apply for additional Franchise Agreements. Franchisee must have a signed Franchise Agreement prior to the execution of a lease.

1.3 The form of Franchise Agreement for each salon will be the standard form of Franchise Agreement offered by Great Clips at the time of Franchisee's application for the

Franchise Agreement, except that the Initial Franchise Fee will be in the amount set forth in this Agreement. Upon execution of this Agreement, Franchisee will execute and forward to Great Clips a separate Franchise Agreement, together with the Initial Franchise Fee, for the first salon to be developed by Franchisee under the Development Schedule.

1.4 This Agreement does not grant Franchisee any rights to grant subfranchises to others. Franchisee's rights to use the GREAT CLIPS® Marks are limited and governed by the Franchise Agreement between Great Clips and Franchisee.

**2. Development Fee.** On the date this Agreement is executed by Franchisee, Franchisee will pay to Great Clips a development fee of \$4,000 times each unit in the IMUP as specified in Section 1 above (the "Development Fee"). The Development Fee is in addition to the Initial Franchise Fee due to Great Clips under each Franchise Agreement. Upon acceptance by Great Clips of this Agreement, the Development Fee will not be refunded under any circumstances, including the failure of Franchisee to comply with the Development Schedule or to complete any of the other requirements or conditions of this Agreement. The Development Fee will not be applied toward other Initial Franchise Fees or Continuing Franchise Fees in the event this Agreement expires or is terminated and Franchisee has not opened the number of salons required under the Development Schedule.

**3. Initial Franchise Fee.** While this Agreement is in effect, and as long as Franchisee is not restricted from expansion under the terms of Great Clips' policies, Franchisee will pay an Initial Franchise Fee of \$6,000 for each Franchise Agreement executed by Franchisee pursuant to this Agreement. Each Initial Franchise Fee shall be due and payable on the date Franchisee executes the Franchise Agreement and shall be completely refundable upon cancellation of the Franchise Agreement, provided there is no fully executed lease associated with the Franchise Agreement.

3.1 Any Great Clips Market Development Advertising Fund ("Market Development Ad Fund") contribution required by the Franchise Agreement for a location in the Exclusive DMA will be waived provided Franchisee has followed the approved grand opening advertising plan as determined and approved in writing by Great Clips in its sole and absolute discretion. If Franchisee has not followed the approved grand opening advertising plan as determined by Great Clips, then in addition to the Initial Franchise Fee, the Market Development Ad Fund contribution required by the Franchise Agreement will be due and payable in full upon request.

**4. Term of Agreement.** The initial term of this Agreement will commence on the date of execution by Great Clips (the "Effective Date") and will be in effect for a term of 10 years from the Effective Date, unless sooner terminated or extended as provided herein.

**5. Extension of Agreement.** In the sole and absolute discretion of Great Clips, this Agreement may be extended for consecutive additional terms of five years each to allow Franchisee to establish and operate additional salons in the Exclusive DMA, subject to the following conditions:

- (a) Franchisee has given Great Clips written notice of its intent to extend this Agreement not less than 90 days before the expiration of the term of this Agreement;
- (b) Franchisee is in compliance with the terms and conditions of all Franchise Agreements entered into with Great Clips within the Exclusive DMA or outside the Exclusive DMA;
- (c) Franchisee's rights of expansion with Great Clips are not restricted in any way and Franchisee is eligible to expand under any GREAT CLIPS® policy; and
- (d) Franchisee will execute Great Clips' current form of General Release.
- (e) If Franchisee is in compliance with the Development Schedule specified in Section 6.1 and is granted the right to extend this Agreement for an additional term of five years, Franchisee will continue to open additional salons in the Exclusive DMA in accordance with the Extension Development Schedule specified in Exhibit A under the same terms and conditions as set forth in this Agreement. The Extension Development Schedule will be based on the increase in the Market Unit Potential ("MUP") for the Exclusive DMA from the original date of this Agreement until the end of the first ten year term. The total open salon requirement under this section is net of any projected or closed salons. Franchisee will pay to Great Clips an Extension Development Fee of \$4,000 times each additional unit in the MUP as specified in Section 2 above (the "Extension Development Fee.") The Extension Development Fee is in addition to the Initial Franchise Fee due to Great Clips under each Franchise Agreement as described in Section 3 above.
- (f) If Franchisee is not in compliance with the Development Schedule specified in Section 6.1 and is granted the right to extend this Agreement for an additional term of five years, Great Clips, in its sole and absolute discretion, may grant Franchisee the right to continue to open additional salons in the Exclusive DMA in accordance with the Extension Development Schedule under the same terms and conditions set forth in Section 5 (e) above. In addition to the Extension Development Fee set forth in Section 5 (e), Franchisee will pay a Renewal Fee of \$1,000 for each unopened salon in the original Development Schedule specified in Section 6.1 of this Agreement.

**6. Development Schedule.** Beginning with the first anniversary of the Effective Date, Franchisee is required to have open and operating one salon per year for each 10 units in the IMUP as specified in Section 1 above, rounded to the nearest whole number of salons. The total open salon requirement under the Development Schedule is net of any projected or closed salons. Franchisee is required to meet a minimum opening schedule for salons within the Exclusive DMA in order to be in compliance with the terms and conditions of this Agreement and continue to receive the benefits of this Agreement as specified herein. Franchisee agrees to have the designated GREAT CLIPS® salons open, as determined by Franchisor in its sole and absolute discretion, and in operation in the Exclusive DMA in accordance with the following schedule:

6.1 The salon opening requirements during the initial term of this Agreement are:

<u>By End of Year</u>	<u>Number of Open Salons</u>	<u>Cumulative Number of Open Salons</u>
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____

6.2 Great Clips, including its employees, representatives and agents, **makes no assurances to Franchisee that suitable real estate will be available** in the Exclusive DMA to open the number of salons required above. Franchisee alone is responsible for acquiring and gaining Great Clips' consent to all sites developed under this Master Development Agreement.

6.3 In the event Franchisee opens the Cumulative Number of Open Salons for the tenth year prior to the tenth anniversary of the Effective Date of this Agreement, Franchisee may continue to add additional Franchise Agreements for the Exclusive DMA until the tenth anniversary of the effective date for an Initial Franchise Fee of \$10,000 for each additional Franchise Agreement executed by Franchisee.

7. **Failure to Comply With Development Schedule.** Except as otherwise provided in Section 8 of this Agreement, Franchisee's failure to comply with the Development Schedule specified in Section 6.1 and 6.2 above will constitute a breach of this Agreement, and Great Clips, in its sole and absolute discretion, may terminate this Agreement and all rights granted to Franchisee hereunder, effective immediately upon receipt by Franchisee of notice in writing of its failure to comply with the terms of the Development Schedule. Upon receipt of such written notice by Franchisee, Great Clips may, in its sole and absolute discretion, establish or operate, or grant a franchise to another person other than Franchisee to establish or operate, GREAT CLIPS® salons at any locations within the Exclusive DMA. However, Great Clips, in its sole and absolute discretion, may provide Franchisee with a period of time in which to cure the default by opening a sufficient number of salons to bring the Development Schedule into compliance. If Great Clips elects to terminate this Agreement, then upon termination of this Agreement, Franchisee will have no further exclusive rights in the Exclusive DMA and all rights and obligation under this Agreement will be completely terminated.

8. **Other Grounds for Termination.** In addition to the right of termination set forth in Section 7 for failure to comply with the Development Schedule, this Master Development Agreement may also be terminated by Great Clips if:

- (a) Franchisee fails to pay any amounts due under this Agreement or any Franchise Agreement executed between Great Clips and Franchisee in which Franchisee is a 50% or greater owner.
- (b) Great Clips terminates any Franchise Agreement executed by Franchisee for a location in the Exclusive DMA or elsewhere, for any reason. Such termination does not include cancellations, non-renewals, failures to relocate, deferrals or other incentive programs.
- (c) Franchisee breaches any of the terms and conditions of this Agreement.

Termination of this Agreement will not in and of itself affect the individual Franchise Agreements signed by Franchisee; however, upon termination of this Agreement, all rights granted to Franchisee to develop GREAT CLIPS® salons under this Agreement will immediately revert to Great Clips.

**9. Status and Good Standing.** Franchisee must follow all Great Clips' policies and procedures at any franchised location in the Exclusive DMA or elsewhere in order to maintain its exclusive rights to develop GREAT CLIPS® franchises under this Agreement.

**10. Impact of Termination on Initial Franchise Fees.** Upon termination of this Agreement for any reason, Franchisee will be allowed to open any Franchise Agreement currently approved under this Agreement but not yet opened, without any additional Initial Franchise Fees due to Great Clips, if said Franchise Agreement has a fully executed lease in place as of the date of termination of this Agreement, and a complete and true copy of the lease is received by Great Clips within 10 days of said termination date. Any Franchise Agreement with Franchisee for the Exclusive DMA that has a fully executed lease attached to it will not be eligible for a refund of the Initial Franchise Fee. Franchisee must pay the then-current Initial Franchise Fee for a single Franchise Agreement for any Franchise Agreement for the Exclusive DMA that does not have a fully executed lease in place as of the date of termination of this Agreement. Franchisee will receive full credit for the \$6,000 Initial Franchise Fee already paid on the Franchise Agreement as provided in this Agreement, or Franchisee may cancel the Franchise Agreement and receive a refund of the \$6,000 Initial Franchise Fee that was paid by Franchisee for the Franchise Agreement, without interest.

**11. Residency Requirement.** During the term of this Agreement, Franchisee must have an operating partner with at least a 25% interest in the franchisee entity who is a resident of the Exclusive DMA or who lives within 90 miles of the Exclusive DMA. Franchisee must immediately notify Great Clips if this residency requirement is not being met. Any failure by Franchisee to meet this requirement shall be cause for termination of this Agreement after allowing for a 120-day period for Franchisee to cure upon notice by Great Clips of failure to meet this requirement. This cure period will only apply if Franchisee has notified Great Clips within 10 days of the residency requirement not being met.

**12. Assignment.**

- (a) Franchisee may not sell, assign or transfer this Agreement or any interest in Franchisee, in whole or in part, without the prior written consent of Great Clips.
- (b) Franchisee may not sell, assign or transfer 50% or more of any single Franchise Agreement executed for a salon that is open in the Exclusive DMA.
- (c) Violation of Section 12 (a) or 12 (b) will result in immediate termination of this Agreement.
- (d) Notwithstanding the execution by the assignee of the then-current form of Master Development Agreement, the assignee will assume the balance remaining of the term of this Agreement with the attendant renewal provisions. The assignee shall not be required to pay the Development Fee for the then-current Master Development Agreement; however assignee will pay the Initial Franchise Fee for each Franchise Agreement executed by Assignee pursuant to the Master Development Agreement.

**13. Dispute Resolution.**

13.1 Arbitration. Except as specifically provided to the contrary in this Agreement, all disputes concerning this Agreement or the business conducted hereunder, including allegations of fraud, misrepresentation or violation of any state or federal law or regulation, shall be resolved by the American Arbitration Association pursuant to the Commercial Arbitration Rules and Regulations. Either party may commence arbitration by filing a Demand for Arbitration with the American Arbitration Association and serving the Demand for Arbitration on the opposing party. A Demand for Arbitration must be filed within three years of the date when any cause of action asserted in the Demand for Arbitration accrued, or such cause of action will be barred and must be dismissed by the Arbitrator. For purposes of this Agreement, a cause of action will be deemed to have accrued when the claimant knew or reasonably should have known of the facts on which the cause of action is based.

13.2 Power of the Arbitrator. The Arbitrator will be appointed within 60 days after a written Demand for Arbitration has been made in accordance with the Commercial Arbitration Rules and Regulations of the American Arbitration Association. The authority of the Arbitrator will be limited to making a finding, judgment, decision and award relating to the interpretation of or adherence to the written provisions of this Agreement. The Arbitrator will not have the authority or right to add to, delete, amend or modify in any manner, the terms, conditions and provisions of this Agreement. All findings, judgments, decisions and awards of the Arbitrator will be limited to the dispute set forth in the Demand for Arbitration, and the Arbitrator will not have the authority to decide any other issues. The Arbitrator will not have the right or authority to award punitive damages to either party. All findings, judgments, decisions and awards by the Arbitrator will be in writing, will be made within 60 days after the arbitration hearings have been completed, and will be final and binding on Franchisee and Great Clips. The written decision of the Arbitrator will be deemed to be an order, judgment and decree and may be entered as such in any court of competent jurisdiction by either party.

13.3 Disputes Not Subject to Arbitration. The following disputes and controversies between Great Clips and Franchisee shall not be subject to arbitration: (a) any dispute involving

the GREAT CLIPS® service mark and other trademarks; (b) any dispute involving immediate termination of this Agreement pursuant to Paragraph 8(b) or Paragraph 12 (c) of this Agreement.

13.4 Other Proceedings. Notwithstanding Paragraph 13.1, upon a breach or threatened breach of this Agreement by Franchisee, Great Clips is entitled to injunctive relief in court restraining such breach without bond and without regard to the adequacy of its legal remedies. Interim equitable relief is available to Great Clips in addition to other remedies or rights Great Clips may have. Great Clips is also entitled to proceed in a court of law in lieu of arbitration to obtain a decree of specific performance requiring that each provision of this Agreement be honored, carried out and enforced as written and to obtain a declaratory judgment or other appropriate relief if there is a controversy over interpretation of this Agreement or the rights and obligations of the parties. Notwithstanding Paragraph 13.1, Great Clips may also proceed against Franchisee in a court of law to collect sums of money due to Great Clips or to protect or enforce its rights in or under the Marks.

13.5 Venue and Jurisdiction. All arbitration hearings will take place exclusively in Minneapolis, Minnesota. Any other legal proceeding involving any dispute between the parties must be venued exclusively and solely in federal or state court in Hennepin County, Minnesota. Great Clips and Franchisee and their respective officers, directors and shareholders, partners and personal guarantors acknowledge that Franchisee and its officers, directors and employees have had substantial business and personal contacts with Great Clips in Minnesota, do hereby agree and submit to personal jurisdiction in Minnesota, and hereby waive any rights they may have to contest venue and jurisdiction in Minnesota and any claims that the venue and jurisdiction in Minnesota are invalid.

13.6 Costs and Fees. The prevailing party in any arbitration or court proceeding shall recover its costs in obtaining relief under this Agreement, including its reasonable attorneys' fees.

14. Single Program. This Agreement cannot be used in conjunction with any other incentive program except as specifically authorized in writing by Great Clips.

15. Notices. Notices hereunder are given when delivered or three business days for all United States destinations and five business days for all foreign destinations after being sent by Certified Mail or overnight express, electronically, or courier service, addressed to Great Clips at its corporate headquarters or to Franchisee at a GREAT CLIPS® salon or other designated address.

16. Amendment. This Agreement may be modified or amended only by an instrument in writing, duly executed by the parties hereto.

17. Modifications or Withdrawal. Great Clips reserves the right to modify or withdraw the offer of Master Development Agreements without affecting the rights of those franchisees who have already entered into a Master Development Agreement, at any time.

This Agreement has been approved and accepted by Great Clips as of the date written below.

**GREAT CLIPS, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**FRANCHISEE:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_



**EXHIBIT A**  
**EXTENSION DEVELOPMENT SCHEDULE**

In the event this Agreement is extended as provided in Section 5, the salon opening requirements during the extension period of this Agreement are:

<u>By End of Year</u>	<u>Number of Open Salons</u>	<u>Cumulative Number of Open Salons</u>
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

## **EXHIBIT I**

Innovative Computer Software – Styleware™ Software Suite Agreement

Innovative Computer Software (ICS) -  
Great Clips® Franchisee

Styleware™ Software Suite Agreement

THIS STYLEWARE SOFTWARE SUITE AGREEMENT (this "Agreement") is made and entered into by and between Innovative Computer Software ("ICS"), 6321 Bury Drive Suite 1, Eden Prairie, Minnesota 55346 and the Great Clips franchisee ("you").

RECITALS

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Definitions:

"Styleware Software Suite" is a suite of applications and services designed, developed, and made available to Great Clips franchisees by ICS and includes the following:

**Styleware Touch** is salon management software developed by ICS for use by Great Clips franchisees to operate Great Clips® hair care salons.

**Styleware iPad** is salon management software developed by ICS for use by Great Clips franchisees to operate Great Clips® hair care salons using the iPad as a platform.

**Styleware Vantage** is real time salon management application developed by ICS for use by Great Clips franchisees.

**Styleware Kiosk** is a front facing customer interfacing application to aid in checking customers into a Great Clips salon.

**Online Check-In** is ICS' Net Check-In™ product and related service as customized for use by the Great Clips franchise system and referred to in this document as "Online Check-In". ICS Net Check-In is a software product and related service which offers customers an Internet-based method for checking in to a physical salon remotely and in real time via the internet. The Net Check-In product and operation of the related service has been incorporated into Styleware Touch and Styleware iPad for ease of use in a salon.

**Salon Consolidator** is salon analysis software developed by ICS for use by Great Clips franchisees.

**Salondata.com** is an online reporting tool to provide Great Clips' franchisees with access to operational reports from salon data stored and accessed through this website.

**Support Services** are defined as customer support services provided to Great Clips by ICS including telephone and on-site support services, documentation, and training materials.

1. Licenses. ICS grants you a nonexclusive license to install and use the Styleware Software Suite at a single site (i.e. physical location) at a time, whether the Styleware Software Suite is stored on disk, in read only memory, on any other media or in any other form ("Licenses"). The Licenses do not allow the Styleware Software Suite to exist at more than one site at a time. You may make one copy of the Styleware Software Suite in machine-readable form for backup purposes only.

The backup copy must include all copyright information contained on the original(s). You may not transfer your rights under these Licenses unless you transfer the related documentation, these Licenses, and a copy of the Styleware Software Suite to a party who agrees to accept the terms of these Licenses and destroy any other copies of the Styleware Software Suite in your possession.

2. Data Storage and Access. ICS agrees to provide electronic storage for up to two (2) years of salon data collected, generated, or transmitted through the operation of the Styleware Software Suite at a site physically remote from you. ICS guarantees that access to the data will be available 85% of the time over the term of this Agreement subject to maintenance. ICS will maintain the data storage system from time to time at their discretion and ICS reserves the right to schedule this maintenance as needed. ICS agrees to provide you with notice of scheduled maintenance. ICS reserves the right to delete data that exceeds your storage limits upon notice. ICS agrees to provide an opportunity to obtain additional storage space at then-current rates. ICS reserves the right to change, suspend or discontinue any (or all) aspects of the remote data storage at any time without liability.

3. Telephone Support. ICS agrees to provide telephone support for the Styleware Software Suite according to the times detailed in ICS' Telephone Support Schedule that is provided to all Great Clips franchisees. (A current schedule is given in Appendix A.) All times are according to Central Time. The Telephone Support Schedule is subject to change upon thirty (30) days written notice from ICS. On site services and telephone support provided outside the Telephone Support Schedule may be provided at ICS's then-current time and materials rates which may change without notice.

4. Monthly Fee. You agree to pay ICS a monthly licensing and support services fee for the Styleware Software Suite according to the fees and payment terms in a fee schedule that is provided to all Great Clips franchisees. (A current fee schedule is given in Appendix A.) All fees are payable in U.S. dollars through ICS' automatic payment program only. ICS' automatic payment program currently includes credit card and electronic payment options. Payment fees and terms are subject to change upon thirty days prior written notice from ICS.

5. Use of Software. You agree to:

- a) operate the Styleware Software Suite in the recommended computer and physical environment;
- b) maintain and operate a broadband connection to the Internet;
- c) designate a contact with a telephone number and email address;
- d) maintain the confidentiality of your passwords and any other data protection mechanisms recommended by ICS;
- e) authorize Great Clips Inc. and Great Clips Inc. approved vendors to have access to the data as needed at their discretion;
- f) provide a recent back-up of relevant data to ICS or ICS' authorized representative as requested;
- g) establish routine maintenance procedures;
- h) cooperate with ICS or ICS' authorized representative;
- i) provide all information and data in sufficient quantities in a manner and form and at such

- times as ICS or ICS' authorized representative may reasonably request in connection with carrying out their obligations under this Agreement;
- j) give ICS or ICS' authorized representative full and free access to your equipment; and
  - k) maintain adequate working space and conditions (including heat, light, ventilation, electrical current and outlets) within a reasonable proximity of your equipment for use by ICS or ICS' authorized representative.

6. Data Content. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated ("Content Owner"). This means that you, and not ICS, are entirely responsible for all Content that is uploaded, posted, or otherwise transmitted to or stored through the Styleware Software Suite by you, your employees, and your salon customers. You acknowledge that since ICS does not control such Content, ICS does not guarantee the accuracy, integrity or quality of such Content.

You understand and acknowledge that you (including your employees) may be exposed to Content that is offensive, harmful to minors, indecent, or otherwise objectionable and that you use the Styleware Software Suite at your own risk.

You acknowledge that ICS does not pre-screen Content, but that ICS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or to remove any Content that is available through the Styleware Software Suite with notice to you. Without limiting the foregoing, ICS and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable, including any Content ICS believes may subject ICS to any liability or which may cause ICS to lose the services of any supplier, including but not limited to any Internet Service Providers ("ISPs") which may provide services to ICS customers, in all cases without notice or liability to you. You agree that you must evaluate, and bear all risks associated with, the use or misuse of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

7. Limitations on Content Use. You agree not to use the Styleware Software Suite in whole or in part to: (a) upload, post, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) harm minors in any way; (c) provide false information, impersonate any person or entity, including, but not limited to, an ICS employee, service provider, site guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity or otherwise attempt to mislead others about your identity or origin of data or other communication; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the remote data storage system or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page); (e) upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload, post, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other

proprietary rights of any party; (g) upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation; (h) upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the remote data storage system or servers or networks connected to the remote data storage system, or disobey any requirements, procedures, policies or regulations of networks connected to the remote data storage system; (j) probe, scan, or test the remote data storage system or servers or networks connected to the remote data storage system for security vulnerability or to breach security or authentication measures without the express written authorization of ICS; (k) intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law; (l) "stalk" or otherwise harass another; (m) collect or store personal data about other users; (n) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals; (o) engage in commercial activities unrelated to your franchise operation.

8. International Use. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. You may not use or otherwise export or re-export data except as authorized by United States law. You further agree to indemnify, defend and hold harmless ICS from any claim, action, liability, expense (including reasonable attorneys' fees and costs) arising out of your violation of any laws, rules or regulations of the United States or any other jurisdiction related to the use, copying, displaying, distribution, export or import of computer software or data.

9. ICS Privacy Policy You agree and acknowledge ICS Privacy Policy which is stated below and which is subject to change at any time in ICS' sole discretion.

ICS Privacy Policy ICS collects and stores personal information in order to provide you with the services you have requested. ICS uses physical, electronic and procedural controls common in the industry to protect any personal information from unauthorized access and from unauthorized alteration, disclosure or destruction. ICS also may collect and store non-personal data to provide, maintain and protect the software and services and to improve and develop new ones. ICS may use third party service providers to assist with the administration of the application or to perform services for you on our behalf. Such third parties may be supplied with or have access to personal information solely to provide services to us or to you on our behalf.

10. Limited Salon Data License to ICS. You hereby grant ICS a non-exclusive, world-wide, royalty-free, perpetual, non-revocable license to salon data collected, uploaded, posted, or otherwise transmitted to or stored through the use of the Styleware Software Suite for the sole purposes of making backup and archival copies, of maintaining and monitoring the Styleware Software Suite and of providing salon data to third parties as designated by Great Clips, Inc. and Great Clips franchisees. ICS agrees to protect such licensed salon data with the same degree of care as is common in the data warehousing and storage industry to protect information from unauthorized disclosure and loss. You agree to defend, indemnify and hold harmless ICS from

and against any and all liabilities, losses, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and costs) imposed upon, incurred by or asserted against ICS that result from the license granted in this section.

11. Ownership. ICS shall retain all rights, including copyright, patent, trade secret and other rights in it, to the Styleware Software Suite. You expressly acknowledge that ICS owns Net Check-In including all data related to the estimated wait time and to the methods, algorithms, calculations and procedures used in Net Check-In. You agree to take no action that interferes with ICS's ownership.

12. Term. This Agreement is effective when executed electronically or upon your first use of the Styleware Software Suite, whichever occurs earlier, and shall continue until terminated by you or ICS.

13. Termination. This License will terminate automatically without notice from ICS if you fail to comply with any term(s) of this Agreement. ICS may terminate this Agreement at any time upon your receipt of written notice of termination. Upon termination, you agree to allow ICS or ICS's designated representative on site or via modem for removal of the Styleware Software Suite from your system. ICS reserves the right to delete or otherwise remove your data from the Styleware Software Suite or terminate your access upon termination of this Agreement without notice to you.

14. Disclaimer of Warranty. You expressly acknowledge and agree that use of the Styleware Software Suite is at your sole risk. You expressly acknowledge that the Styleware Software Suite is provided "AS IS" or on an "AS AVAILABLE" basis and without warranty of any kind. [For the purposes of provisions 14 and 15, ICS and ICS's licensor(s) shall be collectively referred to as "ICS."] ICS EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

ICS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE STYLEWARE SOFTWARE SUITE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE STYLEWARE SOFTWARE SUITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE STYLEWARE SOFTWARE SUITE WILL BE CORRECTED. FURTHERMORE, ICS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE STYLEWARE SOFTWARE SUITE OR OF ANY CONTENT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, COMPLETENESS, OR OTHERWISE. ICS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS WHATSOEVER REGARDING ACCESS TO THE STYLEWARE SOFTWARE SUITE INCLUDING THAT ACCESS TO THE STYLEWARE SOFTWARE SUITE WILL BE UNINTERRUPTED OR ERROR-FREE OR AVAILABLE AT ALL TIMES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ICS OR AN ICS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

SHOULD CONTENT AND/OR DATA RELATED TO THE STYLEWARE SOFTWARE SUITE PROVE

DEFECTIVE, YOU (AND NOT ICS OR AN ICS AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, EDITING, REPAIR OR CORRECTION.

ICS reserves the right and you expressly acknowledge and agree that ICS reserves the right to change, suspend or discontinue any (or all) aspects of the Styleware Software Suite at any time without liability, including availability of any feature. You expressly acknowledge and agree that ICS may impose limits on the use of or access to certain features or portions of the Styleware Software Suite or restrict any user's access to any part or all of Styleware Software Suite, in all cases without notice or liability.

ICS, its officers, affiliates and subsidiaries shall not, directly or indirectly, be liable, in any way, to you or any other person for any inaccuracies, errors in or omissions in the data you use while using the Styleware Software Suite.

15. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL ICS, ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS BE LIABLE IN ANY WAY, DIRECTLY OR INDIRECTLY, TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE, ACCESS OR INABILITY TO ACCESS ALL OR PART OF THE STYLEWARE SOFTWARE SUITE OR ANY CONTENT OR OTHER DATA FOR ANY REASON, EVEN IF ICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU.

THE SOLE RECOURSE AGAINST ICS FOR ANY DEFECTS OR OTHER PROBLEMS WITH THE STYLEWARE SOFTWARE SUITE SHALL BE REPLACEMENT OF THE STYLEWARE SOFTWARE SUITE. ICS SHALL NOT BE OBLIGATED TO REPLACE THE STYLEWARE SOFTWARE SUITE IF ICS DETERMINES THAT THE DEFECT OR PROBLEM WAS CAUSED BY YOUR MISUSE, NEGLIGENCE, IMPROPER INSTALLATION, REPAIR, ALTERATION OR DAMAGE.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SOLE RECOURSE AGAINST ICS FOR ANY DEFECTS OR PROBLEMS IN THE TRANSMISSION OF AND ACCESS TO THE CONTENT SHALL BE RE-TRANSMISSION OF THE CONTENT. ICS SHALL NOT BE OBLIGATED TO RE-TRANSMIT THE CONTENT IF ICS DETERMINES THAT THE DEFECT OR PROBLEM WAS CAUSED BY YOUR MISUSE, NEGLIGENCE, IMPROPER INSTALLATION, REPAIR, ALTERATION OR DAMAGE TO THE CONTENT OR TO THE STYLEWARE SOFTWARE SUITE.

IN ANY CASE, ICS'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED ONE MONTH'S FEE PAID BY YOU TO ICS FOR THE LICENSES FOR THE STYLEWARE SOFTWARE SUITE. THIS LIMITATION APPLIES TO ALL SOFTWARE, PRODUCTS, CONTENT, DATA, AND SERVICES RELATED TO THIS AGREEMENT.



YOU HEREBY RELEASE ICS FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS.

16. Indemnification. Notwithstanding any other provision of this Agreement, you agree to defend, indemnify and hold harmless ICS from and against any and all liabilities, losses, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and costs) imposed upon, incurred by or asserted against ICS by you or any third party that result from a claim relating to Content.

You agree to defend, indemnify and hold harmless ICS from and against any and all liabilities, losses, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and costs) imposed upon, incurred by or asserted against ICS by you or any third party that result from a claim that ICS has improperly provided access to your Content or account.

You agree to defend, indemnify and hold harmless ICS from and against any and all liabilities, losses, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and costs) imposed upon, incurred by or asserted against ICS by you or any third party that result from a claim relating to damage or destruction of products furnished to you due to your actions; acts of negligence, misconduct or misrepresentations by you, your employees or agents; your breach of any provision of this Agreement; or your failure to perform any acts required under your agreements with third parties.

17. Confidentiality. You acknowledge and agree that the Styleware Software Suite contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by ICS, you agree not to and agree not to allow any third party to: copy, decompile, modify, rent, lease, loan, sell, distribute, assign, sublicense, translate, reverse engineer, reverse assemble or otherwise attempt to discover any source code, create derivative works from, grant a security interest in or otherwise transfer any right in the Styleware Software Suite, in whole or in part. You agree not to modify the Styleware Software Suite in any manner or form, or to use modified versions of the Styleware Software Suite. You agree not to use the Styleware Software Suite in any manner other than the manner which is authorized by ICS. The provisions of this section survive for three (3) years after any termination of this Agreement.

18. Trademarks; Service marks. Styleware™, Styleware Touch™, Salon Consolidator™, Styleware Vantage™, Net Check-In™, and salondata.com™ are trademarks and service marks of ICS. No right, license or interest in or to such marks or any other ICS mark is granted to you under this Agreement, and you agree that no such right, license or interest shall be asserted by you with respect to such marks and that you will not copy, distribute, display or otherwise use any ICS mark.

19. Export Law Assurances. You may not use or otherwise export or reexport the Styleware Software Suite or data except as authorized by United States law and the laws of the jurisdiction in which the Styleware Software Suite was obtained. You represent and warrant that (i) you are

not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You further agree to indemnify, defend and hold harmless ICS from any claim, action, liability, expense (including reasonable attorneys' fees and costs) arising out of your violation of any laws, rules or regulations of the United States or any other jurisdiction related to the use, copying, displaying, distribution, export or import of computer software or related data.

20. Translation. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

21. Breach of Agreement. You hereby agree that, in the event of any breach by you of any provision of this Agreement, including your payment obligations under this Agreement, ICS shall be entitled to adopt against you any measure, including, but not limited to, seeking immediate injunctive relief and compensation for any loss or damage incurred by ICS arising out of your breach of the Agreement and including the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

22. Taxes. All prices are subject to the addition of any applicable federal, state or local sales and/or use taxes, which shall be paid by you.

23. Third Parties. It is understood and agreed that ICS shall have the right to contract with third party representatives to fulfill some or all of its obligations under this Agreement. For those applications using Google Services, you acknowledge and are on notice of Google's Privacy Policy which can be found at: <http://www.google.com/privacy.html>.

24. General Provisions. This Agreement shall be governed by the laws of the United States and the State of Minnesota. You and ICS hereby submit to the jurisdiction of any court in Minneapolis, Minnesota which may have subject matter jurisdiction over a claim relating to this Agreement, whether such matters arise in contract or tort or otherwise, and you hereby waive and agree not to assert, as a defense in any action, suit or proceeding that you are not subject to the jurisdiction of such courts or that the proceeding is brought in an inconvenient forum or that venue of the suit, action or proceeding is improper. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect. The failure of either party to enforce rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. ICS and any ICS authorized representatives shall not be liable for any failure to fulfill its obligations under this Agreement as a result of any action, wholly or partially beyond its control including, but not limited to, acts of God or of yours, or of civil commotion, terrorism, delays in transportation, material shortages, strikes, or any other labor disturbances.

25. Authorization Confirmation. You acknowledge and state that you are a Great Clips franchisee or its representative authorized to bind the franchisee to this Agreement.

26. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Styleware Software Suite and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by ICS.

Signed:

Innovative Computer Software  
6321 Bury Drive Suite 1  
Eden Prairie, Minnesota 55346  
(952) 949-2507  
(800) 735-1436 Customer Service & Support

#### APPENDIX A

##### MONTHLY FEE

Styleware Software Suite Fee (Required fee)     \$155.00  
ADP Automatic Export Option \$5.00 - Optional

##### TELEPHONE SUPPORT SCHEDULE \*Central Time

MONDAY-SATURDAY                      7:00 A.M. - 12:00 A.M.\* (Alaska 7:00 A.M. - 1:00 A.M.)  
SUNDAY                                      8:00 A.M. - 8:00 P.M.\*

##### CURRENT HOURLY RATES FOR AFTER HOURS PHONE SUPPORT

AFTER HOURS PHONE \$25.00/call (U.S. dollars)

**EXHIBIT J**

Participation Agreement - Stored Value Systems, Inc.

**PARTICIPATION AGREEMENT**

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ (“Participant”) owns and operates a \_\_\_\_\_ pursuant to a franchise arrangement with \_\_\_\_\_ (“Franchisor”)

WHEREAS, Franchisor and Stored Value Systems, Inc. (“SVS”) have entered into that certain Services Agreement (the “Services Agreement”) dated \_\_\_\_\_, for SVS to provide services in connection with Franchisor’s Cash Card Program whereby Cash Cards are issued to the customers for use a gift certificates, promotional cards and store credit; and

WHEREAS, the Services Agreement provides that Participant shall participate in the Cash Card Program by executing this Participation Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby covenants and agrees to SVS as follows:

1 Participation in Cash Card Program. By entering into this Agreement, Participant elects and agrees to participate in the Cash Card Program and agrees to be bound by the terms and provisions of the Services Agreement applicable to Participant, as the same may be amended from time to time, including without limitation its obligation to make payment of all amounts owed by Participant in connection with the Cash Card Program.

2 AHC Authorization. Participant understands and agrees that amounts due and owing from Participant to SVS in connection with Cash Card Program will be automatically debited from Participant’s designated bank account(s) by ACH. Participant understands and agrees that SVS is acting as settlement agent for Participant and other participants in the Cash Card Program for the settlement of Cash Card redemptions between Cash Card Program participants. Accordingly, SVS will initiate ACH debits from and credits to Participant’s designated bank account(s) for amounts due to/from Participant for redemptions of Cash Card. In order to set up the ACH settlement process, Participant will complete and transmit electronically to SVS an information spreadsheet in the form provided by SVS. Participant also will complete and sign an ACH Authorization Form, in the form provided by SVS, and will send the original to Participant’s bank and a copy to SVS. While the Cash Card Program is in effect, Participant will provide updated information and forms as requested by SVS, including, such information and forms as needed for any new locations opened by Participant.

3 Funding. Participant acknowledges, agrees and understands that proper funding of its designated bank account(s) for the Cash Card Program is necessary to ensure fair and efficient administration of the Cash Card Program. Participant agrees to ensure that its bank accounts are properly funded for the ACH settlement process and for ACH debits of settlement fees owed to SVS.

4 Confidentiality. Participant acknowledges that the Services Agreement is confidential and that Participant may be provided access to other Confidential Information of SVS. Participant agrees to maintain the confidentiality of all SVS Confidential Information in accordance with the confidentially provisions in the Services Agreement.

5 No Assignment. This Participation Agreement is not assignable, in whole or in part, without the prior written approval of Franchisor and SVS.

6 Miscellaneous. All capitalized terms not defined herein shall have the meaning attributable thereto in the Services Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Participation Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

PARTICIPANT: \_\_\_\_\_ Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# ACH AUTHORIZATION FORM

## AUTHORIZATION TO HONOR ACH ELECTRONIC CREDITS AND DEBITS BY AND TO CERIDIAN STORED VALUE SOLUTIONS, INC.

To: \_\_\_\_\_  
(Name of Bank)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Branch and Telephone #)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Routing number on bottom of Company's check, 9-digits)

As a mutual convenience to this Company and to Ceridian Stored Value System, Inc., Company hereby requests and authorizes Bank to honor ACH electronic debits from CERIDIAN STORED VALUE SOLUTIONS, INC. and to honor ACH electronic credits payable to Company and adjustments to any ACH electronic debits made in error to Company's account as described below.

Company agrees that, with respect to each such ACH electronic credit or debit, Bank shall be under no obligation to furnish Company with any special advice or notice in writing or otherwise of same.

This authority is to remain in effect until revoked by Company in writing to Bank and CERIDIAN STORED VALUE SOLUTIONS, INC., and until Bank and CERIDIAN STORED VALUE SOLUTIONS, INC. actually receive such notice, Company agrees that Bank shall be fully protected in honoring any such ACH electronic credit or debit.

Company further agrees that if any ACH electronic debit or credit be dishonored, Bank shall be under no liability whatsoever.

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### COMPANY INFORMATION

\_\_\_\_\_  
(Checking Account Number)

\_\_\_\_\_  
(Printed name of Authorized Depositor)

\_\_\_\_\_  
(Company Name on Account as listed with Bank)

\_\_\_\_\_  
(Signature of Authorized Depositor)

\_\_\_\_\_  
DBA Company Name and Store Number

\_\_\_\_\_  
(Telephone Number)

**Email:** \_\_\_\_\_

#### Instructions to Company:

Please complete this form including the store number and have it signed by the Company's representative who is authorized on your Bank account (Authorized Depositor). Send the original to your Bank.  
Send a copy of this form WITH AN ATTACHED COPY OF A VOIDED CHECK (by either mail or fax) to:

**Fax to: SVS Retail Ops: 502-326-4684**

**Or Mail to:**

**Ceridian Stored Value Solutions, Inc.  
Retail Operations Department  
101 Bullitt Lane, Suite 305  
Louisville, KY 40222**

**EXHIBIT K**

Lease Documents

## SUBLEASE

**THIS SUBLEASE**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between Great Clips, Inc., a Minnesota corporation, (the "Sublessor") and  
\_\_\_\_\_ (the "Sublessee").

**WHEREAS**, under the terms of a Lease (the "Prime Lease"), dated  
\_\_\_\_\_, Sublessor leases the premises consisting of approximately  
\_\_\_\_\_ square feet and located in \_\_\_\_\_ located in  
\_\_\_\_\_, \_\_\_\_\_ ("Leased Premises") from \_\_\_\_\_  
("Landlord"); and

**WHEREAS**, Sublessor desires to sublease to Sublessee and Sublessee desires to lease  
from Sublessor the Leased Premises pursuant to the terms set forth in this Sublease, subject to  
the consent of the Landlord.

**NOW THEREFORE**, in consideration of the rents, mutual covenants and agreements  
hereinafter set forth, the parties agree as follows:

### ARTICLE 1

#### SUBLEASE; USE; TERMS

1.1 Sublessor hereby subleases to Sublessee and Sublessee hereby rents from Sublessor the  
Leased Premises for the purpose of operating a retail haircare salon offering personal grooming  
services and the sale of products related thereto, under the trademark GREAT CLIPS® and for  
no other use ("Subleased Premises").

1.2 Sublessee covenants and agrees:

1.2.1 to perform and observe all terms, covenants, conditions and agreements of the  
Prime Lease designated therein to be performed by the Sublessor with respect to the Subleased  
Premises during the term of this Sublease, to the extent that such terms, covenants, conditions or  
agreements are not modified or amended by this Sublease and any extension or renewal thereof;

1.2.2 that with respect to the Subleased Premises, Sublessee shall not do or suffer or  
permit anything to be done which would constitute a default under the Prime Lease or might  
cause the Prime Lease to be canceled or terminated or forfeiture reserved or vested in Landlord  
under the Prime Lease; and

1.2.3 to indemnify and hold Sublessor harmless from and against any and all claims,  
liabilities, losses and damages of any kind whatsoever that Sublessor may incur by reason of,  
resulting from or arising out of a failure by the Sublessee to comply with the provisions of this  
Sublease.

1.3 Sublessor represents, covenants and agrees that so long as Sublessee is not in default  
hereunder, the provisions of the Prime Lease shall not be expressly waived, modified, amended  
or surrendered by the Sublessor in any manner, without the prior consent of Sublessee in such  
instance.



1.4 It is understood by Sublessee that any services, repairs, and alterations to be furnished pursuant to the terms of the Prime Lease will, in fact, be furnished by Landlord and not by Sublessor. Except as may result from the wrongful act of Sublessor, Sublessor shall in no event be liable to Sublessee, nor shall the obligations of Sublessee be impaired or the performance thereof be excused except as provided in the Prime Lease, because of any failure or delay on the part of Landlord in furnishing any such service or in making any such repairs or alterations in or to the Leased Premises.

1.5 If Sublessor shall take or participate in any legal action in the enforcement of Sublessor's rights against Landlord for the benefit of Sublessor and Sublessee, solely with regard to the Subleased Premises, Sublessee shall, promptly upon demand reimburse Sublessor for all expenses incurred by Sublessor including, without limitation, attorneys' fees and court costs.

## **ARTICLE 2**

### **TERM**

2.1 This Sublease shall begin and be of full force and effect as to both Sublessor and Sublessee pursuant to the provisions of Section \_\_\_\_\_ of the Prime Lease. Sublessee shall have the sole obligation to comply with any and all requirements to exercise any renewal options provided in the Prime Lease, including providing Landlord with timely notice that Sublessee intends to exercise a renewal option.

## **ARTICLE 3**

### **RENT**

3.1 Basic Monthly Rent. Sublessee shall pay the basic monthly rent during the term of the Sublease as set forth in Section \_\_\_\_\_ of the Prime Lease and as therein adjusted from time to time, which amounts shall be paid directly by Sublessee to the Landlord in accordance with the terms of the Prime Lease.

3.2 Additional Rent. Sublessee acknowledges that pursuant to Section \_\_\_\_\_ of the Prime Lease the Tenant is obligated to pay additional rent, as the same is therein defined. Sublessee agrees to make all payments of additional rent to Landlord, as provided in the Prime Lease, which amounts shall be subject to adjustment as provided in the Prime Lease.

## **ARTICLE 4**

### **STATUS OF PRIME LEASE**

4.1 Sublessor warrants and represents that it is not in default under any of the terms and conditions contained in the Prime Lease and that the same is in full force and effect and that all sums due and payable thereunder as of the date of Sublease have been or will be paid in full, and that the Prime Lease has not been extended, modified or amended.

## **ARTICLE 5**

### **SUBORDINATION**

5.1 To the extent that the Prime Lease is also subject and subordinate to such instruments, this Sublease is also subordinate to all ground and underlying leases and all mortgages which might now or hereafter affect such leases, leasehold estate or estates thereby created on the real property of which the Subleased Premises forms a part, and to any and all renewals, modifications, consolidations, replacements and extensions thereof provided that the benefit of

any subordination, attornment or non-disturbance agreement relating to the Prime Lease shall inure to Sublessee.

**ARTICLE 6**

**DEFAULT BY SUBLESSEE; REMEDIES OF SUBLESSOR**

6.1 In the event of a default or breach by Sublessee of this Sublease, Sublessor shall have the option, but not the obligation, to exercise against Sublessee any remedy or right given to the Landlord under the Prime Lease in the event of a default by Sublessor. Any such remedies are in addition to, and not in limitation of, any other remedy or right permitted by law, in equity or by this Sublease. All such rights and remedies of Landlord under the Prime Lease shall be enforceable by Sublessor in its own name and right, as against Sublessee, as though set forth in their entirety in this Sublease.

**ARTICLE 7  
NOTICES**

7.1 Wherever in this Sublease it shall be required to permitted that notice, approval, consent or demand be given or served by either party to this Sublease to or on the other, such notice, approval, consent or demand shall be in writing and served by personal service or forwarded by certified or registered mail, return receipt requested, addressed to Sublessor or Sublessee at the address specified below. Notice by mail shall be deemed to have been given upon mailing. Notice by service is effective upon service. Either party may change its address for notices by written notice to the other.

To Sublessor: Great Clips, Inc.  
Real Estate Department  
7700 France Avenue South, Suite 425  
Minneapolis, MN 55435

To Sublessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.2 Sublessor and Sublessee agree to promptly send to one another a copy of any notice, letter or other communication from or given to Landlord relative to the Prime Lease or the Subleased Premises.

**ARTICLE 8  
CONSENTS**

8.1 Sublessee acknowledges and agrees that in any case where the provisions of this Sublease require the consent or approval of the Sublessor prior to the taking of any action, it shall be a condition precedent to the taking of such action that, in addition to the prior written consent or approval of Sublessor, the prior written consent or approval of the Landlord shall have been obtained if Landlord's consent must be obtained under the Prime Lease in such case. Sublessee agrees that Sublessor shall not have any duty or responsibility with respect to obtaining the consent or approval of Landlord when the same is required under the terms of the Prime Lease, other than the transmission by Sublessor to Landlord or Sublessee's request for such consent or

approval. Sublessor agrees that its consent or approval shall not be unreasonably withheld and that it shall grant its consent or approval in the event Landlord grants its consent or approval.

**ARTICLE 9  
INSURANCE**

9.1 All policies of insurance required by the terms of this Sublease or the Prime Lease shall name, in addition to the Landlord, Sublessor as an additional insured and shall grant to Sublessor all rights and benefits under such policies of insurance that are required to be granted or afforded to Landlord pursuant to the Prime Lease.

**ARTICLE 10  
INDEMNIFICATION**

10.1 Sublessor shall indemnify and hold Sublessee harmless from all acts, all injuries, losses or claims, all damages to personal property, or any causes of action that arise from the conduct of the Sublessor, its employees, agents or contractors.

10.2 Sublessee shall indemnify and hold Sublessor harmless from all acts, all injuries, losses or claims, all damages to personal property, or any causes of action that arise from the conduct of Sublessee, its employees, agents or contractors. Sublessee shall also indemnify and hold Sublessor harmless from Sublessee's failure to comply with any and all requirements to exercise any renewal options provided in the Prime Lease, including providing Landlord with timely notice that Sublessee intends to exercise a renewal option.

**ARTICLE 11  
ATTORNEYS' FEES**

11.1 In the event either party hereto institutes legal action or proceedings arising out of or in any way connected with this Sublease, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and costs incurred in connection therewith.

**ARTICLE 12  
GREAT CLIPS FRANCHISE AGREEMENT**

12.1 This Sublease shall be subject to the provisions of Sublessee's Great Clips Franchise Agreement, to the same extent as if the provisions thereof were fully set forth herein, with respect to the operation of the Subleased Premises and Sublessor's and Sublessee's rights and obligations in the event of the termination, expiration or non-renewal of said Franchise Agreement.

**ARTICLE 13  
MISCELLANEOUS PROVISIONS**

13.1 Merger. This Sublease constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior negotiations, understandings or writings between the parties with respect to the subject matter hereof. Sublessee acknowledges that they have read the Prime Lease and reviewed it with counsel of their choice and have not relied upon any oral or written promises, representations or assurances in regard to the Prime Lease by Sublessor, its employees or agents.

13.2 Amendments. This Sublease may be amended only by a writing signed by all of the parties hereto.

13.3 Assigns. This Sublease shall inure to the benefit of, and be binding upon the successors and permitted assigns of the parties hereto. The Sublessee may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Sublessor, which consent shall not be unreasonably withheld.

13.4 Applicable Law. This Sublease shall be construed according to, and be governed by, the law of the state in which the Premises are situated.

13.5 Remedies Cumulative; Waiver. No failure or delay by either party to exercise any right, power or privilege provided hereunder or by applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or future exercise thereof, or the exercise of any other right, power or privilege. The remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law.

13.6 Severability. Any provision of this Sublease prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, or modified to conform to such laws, without invalidating the remaining provisions of this Sublease, and any such prohibition in one jurisdiction shall not invalidate such provision in any other jurisdiction.

13.7 Headings. The headings used herein are inserted for convenience only and shall not affect the construction or interpretation of this Sublease.

13.8 Liability of Principals. The granting of this Sublease by Sublessor is conditioned upon the execution and attachment of Exhibit B – Liability of Principals and which is incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease effective as of the date and year first above written.

**SUBLESSOR:**

**SUBLESSEE:**

Great Clips, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**LIABILITY OF PRINCIPALS**

The undersigned are the principal owners of \_\_\_\_\_, the corporation named as the Sublessee in the Sublease dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, covering the \_\_\_\_\_ located in \_\_\_\_\_, \_\_\_\_\_.

It is acknowledged that we personally benefit from the Sublease and further that Great Clips, Inc., as part of the consideration for the Sublease, has required this indemnification.

We therefore agree:

1. The undersigned acknowledge that they have received and read the Sublease and the Prime Lease and other Exhibits attached hereto; and they are guaranteeing the obligations of Sublessee pursuant to the Sublease based upon their investigation and not upon any statements, representations or assurances, written or oral, by Great Clips, Inc., its agents or employees.

2. That the undersigned personally, jointly and severally, agree to indemnify and hold harmless Great Clips, Inc. from any and all obligations, claims and costs, including reasonable attorneys' fees, arising out of a default by the Sublessee under the Sublease.

3. That Great Clips, Inc. may, at its sole option, look solely to the undersigned for indemnification without seeking recourse against the Sublessee and that such election shall not, in any event, release Sublessee from liability under the Sublease.

IN WITNESS WHEREOF, the undersigned has executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

## LEASE ADDENDUM

**ADDENDUM** to that certain lease dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (hereinafter "Lease") by and between \_\_\_\_\_ (hereinafter "Landlord"), and \_\_\_\_\_ (hereinafter "Tenant"). For that certain premises referred to as \_\_\_\_\_ Shopping Center located in \_\_\_\_\_, \_\_\_\_\_ (hereinafter "Premises").

**WHEREAS**, the parties desire to amend and/or add to the terms of the Lease.

**NOW THEREFORE**, the parties agree as follows:

**1. ADDENDUM PREVAILS.**

The provisions of this Addendum shall be incorporated into the provisions of the Lease as if fully set forth therein. Notwithstanding any provision in the Lease that may be inconsistent with or contradict any provision of this Addendum, the provisions of this Addendum shall prevail over any such provisions in the Lease.

**2. RENT COMMENCEMENT DATE.**

The Rent Commencement Date shall be the earlier of (a) or (b) below:

- (a) 60/90/120 days after the latest of the following: (1) the delivery date of the Premises to Tenant by Landlord; and (2) the date that all governmental permits and approvals are received that are needed for the completion of the construction of Premises; and (3) the date that Landlord approves the plans created by Tenant for the construction of the Premises; and (4) delivery of a fully executed lease to Tenant; or
- (b) the date on which Tenant opens the Premises for business to the general public.

**3. OPENING REQUIREMENT.**

Tenant shall not be required to open for business or pay rent or other charges unless \_\_\_\_\_ is open. If Tenant chooses to open before the above listed have opened, Tenant shall pay only Common Area Charges, and no minimum rent or other charges until the above listed is open.

**4. HOURS.**

Tenant's operating hours shall be 9:00 a.m. to 9:00 p.m. Monday through Friday, a minimum of nine hours on Saturday and five hours on Sunday set by Tenant. Tenant may elect to be open or closed on holidays as dictated by their Franchise Agreement with Great Clips. Tenant's operating hours may be increased as deemed necessary by Tenant. In addition, Tenant's operating hours may be changed to standard operating hours adopted by Great Clips.

**5. DELIVERY DATE.**

The anticipated delivery date of the Premises to Tenant is \_\_\_\_\_. In the event that the delivery date has not occurred by the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, Tenant may terminate this Lease and be relieved of all obligations and responsibilities hereunder. The

delivery date is the date that possession of the Premises is delivered to Tenant with all work, if any, to be performed by Landlord completed.

**6. PUNCH LIST.**

Tenant has 30 days after the delivery date to provide Landlord with a list ("Punch List") of any defects, incomplete or unsatisfactory items with respect to Landlord's work. Landlord must cure any Punch List items within 30 days after receipt of the Punch List. This time provision does not apply to warranty items or latent defects (including any items which are not reasonably capable of inspection due to seasonal conditions or weather such as HVAC and any exterior work), and during the Term may report to Landlord any warranty items or latent defects in Landlord's Work which need repair. Landlord must repair any warranty items or latent defects in Landlord's Work within 30 days after receipt of written notice from Tenant thereof, or such additional time as is reasonably necessary to complete the repairs, so long as Landlord commences repairs within the 30-day period and diligently prosecutes the repairs to completion.

**7. USE.**

The permitted use shall be as the operation of a unisex family hair salon and the sale of products related thereto.

**8. EXCLUSIVE USE.**

Landlord covenants and agrees that during the Term, Tenant will have the exclusive right in the Shopping Center to operate a hair cutting and styling salon ("Tenant's Exclusive"). During the Term, Landlord may not lease any space in the Shopping Center to any other tenant who engages in Tenant's Exclusive, including but not limited to: any salon brand owned and operated by Regis Corp, Hair Cuttery, Fantastic Sams, Sport Clips; or salons that specialize in kids cuts; or barber shops; or beauty schools; or full service salons; and Landlord may not permit or consent to, either explicitly or implicitly, any other tenant(s) engaging in Tenant's Exclusive in the Shopping Center. Landlord agrees to enforce Tenant's Exclusive against other tenants in the Shopping Center and the area herein defined using all reasonable legal means. If Landlord or any other tenant violates Tenant's Exclusive, the Rent due from Tenant during the period of the violation will be reduced by 50%. If the violation is not cured within six months, Tenant may terminate this Lease upon written notice to Landlord, or continue to occupy the Premises with all Rent abated until the violation is cured. Tenant is also entitled to injunctive relief, as well as all other remedies available at law or at equity.

**9. RADIUS RESTRICTION.**

**In the event the Lease contains a restriction on the right of Tenant to operate another hair salon within the proximity of the Premises, such clause shall be deleted from the lease.**

**10. TENANT'S SIGNS.**

Landlord approves the use by Tenant of the exterior storefront signage and the window LED signage as set forth in Exhibit \_\_\_\_\_; provided that this signage shall be subject to governmental regulations. Landlord also approves the periodic use by Tenant of professionally prepared banners and cheater signs and a Grand Opening balloon and/or banner. In addition, Tenant may install Tenant's pylon signage on both sides of the Shopping Center pylon in a location determined by Landlord.

**11. COMMON AREA CHARGES.**

For purposes of this Lease, Tenant's proportionate share of Common Area Charges and/or Real Estate Taxes shall initially be \_\_\_\_\_%. In no event shall Tenant's proportionate share of these costs be greater than \_\_\_\_\_ at any time during the Term.

Notwithstanding anything to the contrary included in the definition of Common Area Charges, Tenant's proportionate share of Common Area Charges shall not increase each calendar year by more than 5% over the immediately preceding calendar year, excluding the costs of security, snow removal, common area utilities and insurance.

Common Area Charges shall not include any (i) capital expenditures which, in accordance with generally accepted accounting principles, are not fully chargeable to current expense in the year in which the expenditure is incurred, (ii) costs of utilities for other tenants in the Shopping Center, (iii) principal or interest payments on loans secured by mortgages on the Shopping Center or any part thereof; (iv) depreciation or amortization of any capital assets, (v) the cost of any special service provided to a tenant of the Shopping Center which is not provided generally to the tenants of the Shopping Center, (vi) the cost of remediating any Hazardous Materials present in, on or under the Shopping Center, (vii) costs and expenses incurred in connection with leasing space in the Shopping Center, including, but not limited to, leasing commissions, advertising and promotional expenses, legal fees for preparation of leases, rents payable with respect to any leasing office, court costs and legal fees incurred to enforce the obligations of other tenants under leases of the Shopping Center, (viii) costs recoverable by Landlord pursuant to its insurance policies, (ix) costs resulting from defects in design, construction or workmanship of the Shopping Center and Landlord's Work and the materials used in same, (x) costs due to Landlord's default under this Lease, (xi) costs due to the negligence of Landlord, its employees, agents, contractors and assigns and (xii) costs of Shopping Center promotions or marketing.

Common Area Charges shall not include any management fees or administrative charges.

Tenant may audit, inspect and copy the books and records of Landlord with respect to any costs or item which is passed through to Tenant upon 10 days advance, written notice by Tenant to Landlord. Landlord must cooperate with Tenant in providing Tenant reasonable access to its books and records during normal business hours for this purpose. If the results of the audit show an overcharge to Tenant of more than 3% of the actual amount owed by Tenant, then Landlord must pay the reasonable costs of such audit and, within 30 days of completion of such audit, Landlord must credit or refund to Tenant, at Tenant's election, any overcharge discovered by the audit, together with interest, at the rate of 12% per annum, accruing on the amount of the overcharge from the date payment was made by Tenant. If such audit discloses an undercharge to Tenant, Tenant must pay Landlord the amount of such undercharge within 30 days of completion of such audit.

**12. REAL ESTATE TAX EXCLUSIONS.**

Real Estate Taxes shall not include late payment penalties, fees or interest, nor the following taxes: income, excess profits, estate, single business, inheritance, succession, transfer, capital or other tax assessments upon Landlord or the Rent payable under this Lease.



**13. SPECIAL ASSESSMENTS AND DEVELOPMENT COSTS.**

In the event that during the Lease Term any governmental entity makes any improvement and assesses any portion of the Shopping Center therefore, Tenant shall be liable only for so much of its pro-rata share as the remainder of the Lease Term relates to the useful life of such improvement. In addition, if the special assessments may be paid in installments, Tenant shall have the option of paying its pro-rata share of the assessments in like installments.

Tenant shall not be required to pay special assessments or costs related to the development or redevelopment of the Shopping Center, future buildings or surrounding areas. These costs include, but are not limited to, all costs for on-site or off-site improvements, park or park dedication fees, initial landscaping costs, utility connection charges, trunk utility fees, fire or police department charges, civil defense fees and other development or governmental related fees, costs or charges. Such costs shall be the obligation of Landlord.

**14. LANDLORD MAINTENANCE AND REPAIRS.**

Landlord covenants and agrees to maintain in good, watertight condition and repair, at its expense without reimbursement or contribution by Tenant (except as otherwise may be provided herein), the foundations, exterior and structural systems of the Shopping Center and Premises, including, without limitation, the roof, roof membrane, roof covering (including interior ceiling if damaged by leakage), load-bearing walls, floor slabs and masonry walls and the exterior paint, and also the plumbing, electrical, sprinkler and other utility lines and systems servicing the Premises, all in a first class condition in accordance with other similar retail space located in the metropolitan area where the Premises is located and in compliance with all governmental regulations. Landlord shall maintain and keep in good condition, order and repair all common areas of the Shopping Center, including, but not limited to, all parking facilities, driveways and walkways located within the Shopping Center, in a first class condition in accordance with other similar retail space located in the metropolitan area where the Premises is located and in compliance with all governmental regulations. This obligation includes the prompt removal by Landlord of snow, ice, trash and other items from parking facilities, driveways and walkways (including walkways located in front of the Premises and adjacent spaces) in accordance with standard practices.

If the Premises become or are out of repair and not in good condition due to either the failure of Landlord to comply with the terms of this Section or a latent defect, then Landlord must perform or cause to be performed any and all repairs or replacements necessary to restore the Premises to a state of good condition and repair. If any repairs or replacements required of Landlord hereunder are not completed within 10 days after Landlord has received written notice from Tenant of such state of disrepair or if such repairs cannot reasonably be completed within such 10 day period and Landlord fails to begin such repairs or replacements within 10 days after notice and proceed diligently thereafter to completion, then Tenant may prosecute such repairs itself and apply the cost of such repairs against the next maturing monthly installment(s) of Rent due hereunder. Notwithstanding the foregoing, in the case of an emergency Tenant may immediately prosecute any and all necessary repairs and offset the cost of such repairs against the next maturing monthly installment(s) of Rent due hereunder, but Tenant must notify Landlord of the emergency and related repairs as soon thereafter as is reasonably practicable.

**15. TENANT REPAIRS.**

Tenant is not responsible for such repairs and maintenance if the need for such repairs or maintenance results from: (i) Landlord's failure to perform its obligations hereunder; (ii) the act or neglect of Landlord or those claiming by, through or under Landlord; (iii) damage by fire or other casualty covered by Landlord's insurance; or (iv) movement or settling of the building in which the Premises is located. In any such events, Landlord is responsible for such repairs.

**16. INDEMNIFICATION.**

Landlord hereby agrees to indemnify and hold harmless Tenant from and against any and all claims, demands, liabilities, and expenses, including attorney's fees, arising from Landlord's obligations or active use of the Shopping Center or Common Areas or from any act negligently permitted, or any negligent omission to act, in or about the Shopping Center or Common Areas by Landlord or its agents, employees, contractors, or invitees, or from any breach or default by Landlord of this Lease, except to the extent caused by Tenant's negligence or willful misconduct. If any action or proceeding is brought against Tenant by reason of any such claim, Landlord must defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

Tenant shall have no obligation to indemnify and hold Landlord harmless from any claims, damages, costs, expenses or losses that are a result of any negligent or intentional misconduct or omission of Landlord or any of its employees or agents. In addition, Tenant's obligations to indemnify and hold Landlord harmless from causes other than Tenant's negligent or intentional misconduct shall be limited to the extent of insurance proceeds required to be maintained under the terms of the Lease. The indemnification provisions under this Section are subject to the release and waiver of liability and subrogation provisions set forth in the Lease.

**17. UTILITY SERVICE.**

Landlord, at its cost, shall provide all water, sanitary sewer, electrical, gas and telecommunication utility lines to the interior of the Premises on or before the delivery date. All utility lines to the Premises shall be separately metered or submetered at no cost to Tenant.

Tenant shall not be required to pay any hook up, access or impact fees, trunk fees, sprinkler fees, fire department fees or any other charges in order to obtain any utility service to the Premises, including, but not limited to, any such fees or charges for plumbing, water, sewage, electrical service or fire protection. Such fees and charges shall be the sole obligation of Landlord.

In the event the disruption of any utility service shall render the Premises untenable for a period in excess of three days, then the fixed minimum rent, all items of additional rent and any other charges payable pursuant to the Lease shall abate in full from the commencement of such three day period until such time as the Premises are again tenantable

**18. ASSIGNMENT.**

Tenant shall have the right to assign, sublet or otherwise transfer its interest in the Lease and the Premises, without Landlord approval and without charge, to: (a) Great Clips, Inc. or its parent, subsidiaries, affiliates or related parties (collectively, "Great Clips"); or (b) any entity succeeding to all or substantially all of Great Clip's assets or stock in connection with any merger or consolidation or sale of the business; or (c) an authorized franchisee of Great Clips. Tenant shall provide Landlord with written notice of an assignment, sublet or transfer of Tenant's interest

made without Landlord's approval. Tenant shall be released from all liability for obligations under the Lease accruing subsequent to an assignment made in accordance with any one of subsections (a) through (c) above.

In the event that any other assignment, sublet or transfer requires the approval of Landlord under the Lease, then such approval by Landlord shall not be unreasonably withheld.

In the event of an assignment made in accordance with these provisions, any options to extend the term of the Lease shall transfer to an assignee, and such assignee shall have the same right to extend the term as Tenant under the Lease.

Landlord shall have no right to terminate the Lease in the event of an assignment, sublease or transfer made in accordance with these provisions. Landlord shall not charge any fees or costs for an assignment, sublease or transfer made in accordance with these provisions.

**19. FRANCHISOR RIGHTS AND NOTICES.**

(a) In the event that the Tenant occupying the Premises (either by Lease execution or by assignment, sublet or transfer) is or was a franchisee of Great Clips Landlord grants to Great Clips the right, but not the obligation, to assume the rights and obligations of Tenant under the Lease, without Landlord approval and without charge, on the same terms and conditions, including options to extend, upon either: (1) the termination, expiration or proposed transfer of the Great Clips franchise agreement with Tenant; or (2) or upon a default under the Lease. Any such assumption shall only occur upon Landlord's receipt of written notice from Great Clips of the exercise of the right to assume the Lease. Great Clips shall have no liability for defaults or obligations accruing prior to the date of such assumption. Tenant hereby consents to such assumption and agrees that Landlord shall be entitled to rely on any written notice from Great Clips and shall have no liability to Tenant related thereto. Tenant shall immediately pay all rent and other amounts due under the Lease accruing prior to the assumption and shall remain liable to Landlord for all obligations under the Lease.

(b) In the event of an assumption of the Lease by Great Clips, Great Clips shall have the right, without Landlord approval and without charge, to further assign, sublet or transfer its interest in the Lease and the Premises to an authorized franchisee of Great Clips and as otherwise allowed under the Lease. Great Clips shall provide Landlord with written notice of an assignment, sublet or transfer of Great Clips' interest made without Landlord's approval. Great Clips shall be released from all liability for obligations under the Lease accruing subsequent to an assignment.

(c) All notices required to be given to Tenant pursuant to the Lease shall be given to Tenant at \_\_\_\_\_ or such other address as may be given to the Landlord from time to time as provided in the Lease; together with a written copy at the same time to:

Great Clips, Inc., Attention: Real Estate Department, 7700 France Avenue, Suite 425, Minneapolis, MN 55435 or such other address as may be given to the Landlord from Great Clips.

Landlord shall provide a copy of a fully executed Lease within 10 days after execution to Great Clips at the above address.

(d) Landlord agrees to give Great Clips written notice of any Tenant defaults under the Lease that could give rise to a right to terminate this Lease. This notice shall specifically reference the default and what action is needed to cure. Prior to termination of the Lease, Great Clips shall have the right, but not the obligation, to cure the default within 20 days after the later of: (1) the date Tenant's right to cure expires under the Lease; or (2) the date that Great Clips is provided written notice of default from Landlord. For non-monetary defaults, provided that Great Clips commences the cure within the above time period, the cure period shall be extended so long as Great Clips diligently works to cure the non-monetary default. The right of Great Clips to cure a default under this subsection is in addition to the right to assume the Lease under subsection 19(a).

(e) If the default under the Lease is due to the bankruptcy of Tenant, Landlord shall not consent to an assignment or assumption of the Lease that is in violation of applicable bankruptcy laws.

(f) Landlord acknowledges that value of the Great Clips national brand is derived from the ability to provide uniform products and services and the uniform appearance of its brand, signs, store concept and leasehold improvements. As a result, Landlord shall, without charge, permit Tenant to comply with standard changes and updates by Great Clips to its brand, signs, store concept and leasehold improvements; provided that such changes and updates are not in violation of the terms of the Lease. In the event that Landlord approval for such changes and updates is required under the Lease, such approval shall not be unreasonably withheld.

(g) Great Clips shall have the right, but not the obligation, to enter the Premises to take any action necessary, without damage to the Premises, to protect the Great Clips brand and its trademarks within thirty (30) days after Great Clips receives a notice of termination or expiration of the Lease from Landlord, including, but not limited to, the right to remove, alter or repaint any signage or proprietary items identifying Great Clips. Any material alterations, design or color changes shall require prior Landlord approval, which approval shall not be unreasonably withheld.

(h) Landlord shall not allow Tenant to assign, sublet or transfer its interest in the Lease and the Premises without the written approval of Great Clips.

(i) Upon the written request from Great Clips, but not more than two times per calendar year, Landlord will give Great Clips copies of all information submitted to Landlord by Tenant, including, but not limited to, all financial statements and sales reports.

(j) Landlord and Tenant acknowledge and agree that Great Clips is an intended third party beneficiary of the rights granted Great Clips in this Section and the assignment provision.

## 20. **HEATING, VENTILATION AND AIR CONDITIONING.**

(a) Landlord, at its cost, shall maintain, repair and replace the heating, ventilation and air condition system serving the Premises.

(b) Landlord warrants that the heating, ventilation and air condition systems shall be new and free from defect in material and workmanship for a period of one year from the Rent Commencement Date.

**21. CODE COMPLIANCE.**

Landlord warrants that at the time Landlord grants possession to Tenant the Premises shall comply with all applicable codes.

**22. COMPLIANCE WITH LAWS AND REGULATIONS.**

Tenant shall in no event be obligated to make or pay the cost of any structural change, repair, alteration or addition to its Premises if such is required generally of retail stores in shopping centers by governmental entity or insurance underwriter or similar entities. Tenant shall make and pay the cost of any non-structural change, repair, alteration or addition to its Premise required exclusively of hair salons in shopping centers by governmental entity, insurance underwriters or similar entities. Nothing contained herein shall negate Landlord's or Tenant's right to challenge any such requirement in administrative and/or judicial proceedings.

**23. TENANT DEFAULT.**

Tenant shall not be deemed to be in default of any terms of the Lease until Tenant's receipt of advance written notice of such default from Landlord. Such notice period shall be 10 days in the event of a monetary default and 30 days in the event of a non-monetary default.

In the event of default, the Landlord warrants that it will use reasonable best efforts to relet and mitigate all damages.

No amounts due by Tenant pursuant to the Lease, shall be accelerated prior to their due date, however, nothing contained herein shall be deemed to limit any other right or remedy of the Landlord in the event of default as set forth in the Lease.

**24. LANDLORD DEFAULT.**

If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than 30 days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than 30 days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the default within such 30 day period and diligently pursued efforts to complete cure), in addition to any other remedy available at law or in equity, Tenant may at its option, upon written notice, cure Landlord's default and either offset the reasonable and necessary cost thereof from Tenant's next succeeding rental payments or require Landlord to reimburse Tenant for such cost within 30 days of receipt of an invoice.

**25. MUTUAL RELEASE.**

Landlord and Tenant hereby release one another and their respective partners, officers and employees and property manager from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary policy of insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

**26. CONDEMNATION.**

In the event of condemnation of the Premises, Tenant shall be entitled to claim, prove and receive in such condemnation proceedings, or other proceedings in the event of a conveyance in lieu of condemnation, damages for its relocation costs, improvements, fixtures and other equipment installed by Tenant, together with any award for loss of business and leasehold interests.

**27. SUBORDINATION.**

Landlord covenants and warrants that any mortgage, deed of trust, ground lease or other lien or lease now on the Premises provides, that any mortgage, deed of trust, ground lease or other lien or lease placed thereon during the term of this Lease or thereafter, or any extension thereof, shall provide that in the event any of the foregoing shall be foreclosed, or as a result of the exercise of any rights thereunder the holder of the same shall acquire the Landlord's interest in and to the Premises, the holder shall recognize the validity and continuance of this Lease, provided that Tenant shall not be in default, so as to allow termination, beyond the period in which Tenant may cure default.

**28. CENTER VACANCIES.**

In the event that at any time during the period of this Lease or any extension thereto, 50% or more of the leaseable space in the Shopping Center becomes vacant and remains vacant for a period of 90 days, then Tenant shall have the right to terminate this Lease upon 30 days' notice.

**29. CHANGES TO CENTER.**

In no event shall Tenant's position or location within the Shopping Center, or its position or location in relation to the major anchor tenants or major tenant's entrances, and/or ingress or egress, or its access and/or accessibility, or parking, or the visibility of its store, display window and/or signs, be changed without the prior written approval of Tenant.

**30. CONSENT.**

Landlord and Tenant covenant and agree that whenever, pursuant to the terms of the Lease, the consent, satisfaction, determination or approval is required or permitted of Landlord or Tenant, such consent, satisfaction, determination or approval shall not be unreasonably determined, withheld or delayed.

**31. HAZARDOUS SUBSTANCES.**

Landlord represents and warrants that there are no hazardous or potentially hazardous materials in or about the Premises and/or the building or Shopping Center of which the Premises are a part of, including but not limited to radon, radiation, asbestos, asbestos containing materials, PCB's and PCB containing materials and CFC's. Landlord agrees to indemnify and hold harmless Tenant from all loss, cost, expense and damage (including reasonable attorneys' fees) incurred by Tenant as a result of Landlord's breach of the representations and warranties as set forth in this Section. Tenant shall not be responsible for any hazardous materials existing on the Premises prior to Tenant's possession or brought onto the Premises by a party other than Tenant, its employees, agents, licensees or invitees.

**32. ATTORNEY'S FEES.**

If at any time during the Term of this Lease either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorneys' fees and disbursements incurred therein by the successful party. Such reimbursement must include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post-judgment proceedings.

**33. QUIET ENJOYMENT.**

Landlord warrants that Tenant or any permitted assignee or sublessee of Tenant, upon the payment of the Rent and performance of the covenants hereunder, will and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon during the Term or any renewal or extension thereof. Additionally, Landlord may not take any action that will interfere with Tenant's intended use of the Premises, parking, signage, or ingress or egress to and from the Premises or across the Shopping Center. Landlord shall not place "For Rent" signs at the Premises during the Term.

**34. FORCE MAJEURE.**

If Landlord or Tenant is delayed, hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "Permitted Delay" or "Permitted Delays"), such party will be excused from such performance for a period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within 10 days of the event causing the Permitted Delay, and the maximum period of time which Landlord may delay any act or performance of work due to a Permitted Delay will be 60 days

**35. LANDLORD'S SECURITY INTEREST.**

Landlord shall not take any interest in Tenant's assets, nor file any UCC or other financing document against Tenant's property. Landlord hereby disclaims, releases and subordinates any interest that Landlord may have in Tenant's goods, trade fixtures, furniture, equipment and other personal property and agrees to execute any reasonable disclaimer and consent requested by Tenant or its lender. Said disclaimer and consent may disclaim, release or subordinate Landlord's interest in Tenant's goods, trade fixtures, furniture, equipment and other personal property and may further allow Tenant's lender to occupy the Premises without charge for a short time period for the purpose of disposing of and retaining Tenant's property.

**36. PARKING.**

All parking within the Shopping Center shall be non-exclusive and Tenant has the non-exclusive right to use all parking within the Shopping Center. Landlord also agrees not to locate any short-term parking directly in front of the Premises.

**37. SATELLITE DISH.**

Subject to governmental regulations, Landlord grants Tenant, at Tenant's cost, the right to install, maintain and operate a mast mounted satellite dish and the related equipment necessary to operate the satellite dish ("Dish") on the portion of the roof of the building that is above the Premises or at a location mutually agreed upon by the parties. Tenant shall submit site specific installation and mounting details for the Dish for Landlord's approval and shall utilize Landlord's roofing contractor, or other contractor approved by Landlord, which approval shall not be unreasonably withheld. Tenant shall locate the Dish so that its visibility does not adversely affect the overall architectural harmony of the building. In no event shall the installation of the Dish interfere with other tenants of the building or impair or otherwise adversely impact the integrity of the roof of the building. Landlord may require that Tenant, at Tenant's cost, relocate the Dish if required or desired by governmental authority or by a third party. In the event of relocation of the Dish, Tenant and Landlord shall use reasonable efforts to find an alternative location with adequate reception. Tenant shall install and operate the Dish in accordance with governmental regulations. Tenant shall hold Landlord harmless from any damage to the Dish. Tenant shall, at Tenant's sole cost, immediately repair and indemnify Landlord from any damage to the Building from the installation, removal, relocation, or operation of the Dish. Tenant shall remove the Dish at the expiration or earlier termination of the term of the Lease and return the building to its original condition.

**38. CASUALTY.**

If casualty renders the whole or any material portion of the Premises unfit for occupancy, rent and additional Rent shall be equitably abated from the date of casualty until the date that is the earlier of the date Tenant reopens for business or the date 60 days after substantial completion of the repair and restoration by Landlord. In the event that the repair and restoration by Landlord is not substantially completed within 180 days from the date of the casualty, then Tenant may terminate this Lease by written notice to Landlord and be relieved of all further obligations and responsibilities.

**39. SURRENDER.**

Upon expiration or termination of the Lease, in no event shall Tenant be required to remove any leasehold improvements, alterations or additions made by either Landlord or Tenant to the Premises.

**40. ALTERATIONS.**

Tenant may make nonstructural alterations to the Premises that cost less than \$10,000 per year without the approval of Landlord.

**41. LANDLORD'S WORK.**

Landlord, at its cost, shall proceed with reasonable diligence to construct certain improvements at the Premises in accordance with the attached Exhibit \_\_\_\_\_ ("Landlord's Work") on or before the anticipated delivery date. Landlord's Work shall be undertaken and completed in a good and workmanlike manner and in accordance with governmental regulations and Tenant's Plans. Landlord warrants that Landlord's Work shall be free from defect in material and workmanship and shall not need replacement for a period of one year from the delivery date.



Landlord, at its cost, shall prepare and provide Tenant with a CAD drawing of the Premises within \_\_\_\_\_ days after the execution date of the Lease. The CAD drawing provided by Landlord shall include the dimensions of Premises and existing electrical, hvac, plumbing and entrances.

Tenant will prepare a space layout or floor plan based on the CAD drawing provided by Landlord ("Tenant's Plans"). Tenant's Plans shall show dimensions and any other information needed to complete Landlord's Work. The information contained in Tenant's Plans shall include, but not be limited to, a floor plan with a fixture layout, water and sanitary sewer lines, electric utility lines and outlets, HVAC distribution, ceiling materials, and lighting fixture location.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the date of the Lease first noted above.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**BLACKLINED**

**LEASE GUARANTY AGREEMENT**

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_, by and between Great Clips, Inc. a Minnesota Corporation with its place of business at 4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, MN 55435 ("Great Clips"), and \_\_\_\_\_, with its office located at \_\_\_\_\_ ("Franchisee"), and \_\_\_\_\_, whose residence is \_\_\_\_\_ ("Principals").

**WHEREAS**, Franchisee has entered into a franchise agreement with Great Clips and the Principals are the major or controlling shareholders of the Franchisee, and

**WHEREAS**, Franchisee desires to enter into that certain Lease (the "Lease"), for the Premises to be located in that certain shopping center known as \_\_\_\_\_ Shopping Center ("Center"), and

**WHEREAS**, The landlord for the Center has refused to enter into the Lease with Franchisee unless Great Clips executes a guaranty, and

**WHEREAS**, Franchisee desires to have Great Clips guaranty the Lease.

**NOW THEREFORE**, The parties agree as follows:

**1. GREAT CLIPS GUARANTY.** Great Clips will execute this Lease Guaranty Agreement ("Agreement"), in consideration for the following:

- 1.1 The amount noted in Article 2;
- 1.2 An executed copy of this Agreement.

**2. CONSIDERATION.** Franchisee will pay to Great Clips in consideration for Great Clips execution of this Guaranty the sum of \$3,000350.

**3. FRANCHISEE AND PRINCIPALS' INDEMNIFICATION OF GREAT CLIPS.** Franchisee and Principals, jointly and severally indemnify and hold Great Clips harmless from and against any claim loss or expense including reasonable attorneys' fees suffered or incurred by Great Clips as a result of the default of Franchisee or Principals in the performance of the Lease.

**4. FRANCHISEE NOT TO AMEND, SUBLEASE OR ASSIGN LEASE.** Franchisee will not enter into any sublease, modification or amendment of the Lease without the prior written consent of Great Clips. Franchisee will not assign, pledge or encumber its interest in the Lease without the prior written consent of Great Clips.

**5. MISCELLANEOUS**

**5.1 Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any document delivered or to be delivered pursuant to this Agreement, shall survive the Termination hereof and any investigations by any of the parties.

**5.2 Notices.** All notices, requests, demands and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, to the addresses noted above or such other address as any party hereto shall have designated by notice in writing to all other parties hereto.

**5.3 Amendments, Supplements, Etc.** This Agreement may be amended, supplemented or otherwise modified only by an instrument in writing signed by all of the parties hereto.

**5.4 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements in connection therewith.

**5.5 Applicable Law.** This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts made and performed in Minnesota.

**IN WITNESS WHEREOF,** The parties have executed this agreement as of the date first above written.

**GREAT CLIPS, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

## ASSIGNMENT AND ASSUMPTION OF LEASE

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ ("Effective Date"), by and between Great Clips, Inc., a Minnesota corporation ("Assignor") and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

### RECITALS

A. By a lease dated \_\_\_\_\_, 20 \_\_, ("Lease"), \_\_\_\_\_ ("Landlord") leased to Assignor, as tenant, a certain Premises that consists of approximately \_\_\_\_\_ (\_\_\_\_\_) square feet of leasable floor area within a retail development commonly known as the \_\_\_\_\_ Shopping Center located in \_\_\_\_\_.

B. Assignor, as tenant, desires to assign all of its right, title and interest in the Lease to Assignee, and Assignee desires to accept the assignment and assume all of Assignor's obligations under the Lease, all as set forth in this Agreement.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest as tenant in and to said Lease, the Premises covered by the Lease and the leasehold improvements, if any, contained therein. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities, claims, damages, costs and expenses arising from or relating to the obligations of tenant arising under the Lease prior to the Effective Date.

2. Assumption. Assignee hereby accepts the assignment and assumes all of the obligations of the Assignor in, to, and under the Lease. Assignee agrees to be bound by all the provisions of the Lease and will keep and perform promptly each and every term, covenant and condition of the Lease which is to be kept and performed by the tenant under the Lease, specifically including, but not limited to, the obligation to pay rent, operating expenses and any other amounts owed by tenant under the Lease, the obligation to use the Premises solely for the use permitted under the Lease, and the obligation to pay any reconciliation of operating expenses. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all liabilities, claims, damages, costs and expenses (including, without limitation, reasonable attorney's fees, expenses and court costs) arising from or relating to Assignee's actions, the obligations of tenant arising under the Lease from and after the Effective Date, any breach of this Agreement or the Lease by Assignee, and/or the enforcement of this Agreement by Assignor.

3. Representations. Assignor represents that (a) it is not in default under the Lease, and (b) the Lease constitutes the entire agreement between Landlord and tenant with respect to the Premises and that there exist no other understandings and agreements in connection herewith. Assignee acknowledges that it has read a copy of the Lease, has had the opportunity to review the Lease with counsel of its choice and has not relied upon any oral or written promises, representations or assurances in regard to the Lease by Assignor, its employees or agents.

4. Condition of the Premises. Assignee accepts the Premises "as is" except as may be expressly provided in this Agreement.

5. Security Deposit. In the event that a security deposit is owed under the Lease, Assignee shall be responsible for the payment of the entire security deposit. At the discretion of Assignor, Assignee shall either pay Landlord directly or shall reimburse Assignor for the entire security deposit immediately upon written request from Assignor.

6. Further Assignment. Assignee shall not assign or sublease its interest as tenant under the Lease without the written permission and consent of Assignor, which consent shall not be unreasonably withheld. In the event of such assignment or subleasing, the Assignee, the principal owners of Assignee or any guarantors of Assignee shall not be released from liability hereunder.

7. Joint and Several Obligations. If the Assignee is more than one individual or entity, the obligations under this Agreement shall be joint and several.

8. Liability of Principal Owners. If the Assignee is a corporation or limited liability company, Exhibit A – Liability of Principals should be executed and attached hereto by each principal owner of Assignee; and is incorporated herein by reference. In addition, each principal owner of Assignee shall execute a separate written guaranty of the Lease as requested by Landlord.

9. Franchisor Rights of Great Clips. Notwithstanding anything to the contrary contained in this Agreement, Assignee agrees that the rights available to Assignor under the Lease as franchisor of Assignee shall continue in force and effect as rights of Assignor.

10. Entire Agreement. This Agreement contains all prior negotiations and understandings between the parties and constitutes their entire agreement, which may only be modified in writing executed by the parties.

11. Choice of Law and Jurisdiction. This Agreement shall be governed in accordance with the laws of the State of Minnesota applicable to contracts made and performed in Minnesota. The parties submit and consent to personal jurisdiction of the state court of Minnesota and the federal courts located in Minnesota for the enforcement of this Agreement and waive any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in Minnesota.

**IN WITNESS WHEREOF**, the parties have caused this Assignment and Assumption Agreement to be executed the day and year first above written.

**ASSIGNOR:**

GREAT CLIPS, INC.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A  
LIABILITY OF PRINCIPALS**

The undersigned are the principal owners of \_\_\_\_\_, the company named as Assignee in the Assignment and Assumption of Lease dated \_\_\_\_\_ (“Assignment”), under which Great Clips, Inc., is named assignor.

It is acknowledged that we will benefit from the Assignment and further that Great Clips, Inc., as part of the consideration for the assignment has required this indemnification.

We therefore agree:

1. That the undersigned personally, jointly and severally, agree to indemnify and hold harmless Great Clips, Inc. from and against any and all liabilities, claims, damages, costs and expenses (including, without limitation, reasonable attorney’s fees, expenses and court costs) arising from or relating to Assignee’s actions, the obligations of tenant arising under the Lease from and after the effective date of the Assignment, any breach of this agreement by the undersigned, and/or the enforcement of this agreement, the Assignment or the lease by Great Clips, Inc.

2. That Great Clips, Inc. may, at its option, look solely to the undersigned for indemnification without seeking recourse against the Assignee and that such election shall not, in any event, release Assignee from liability under this Assignment.

3. No action or inaction of Great Clips, Inc. shall be deemed a waiver of its right to contest any claim for indemnification under this agreement, unless provided in a writing to such effect signed by Great Clips, Inc.

4. This agreement shall be governed in accordance with the laws of the State of Minnesota applicable to contracts made and performed in Minnesota. The parties submit and consent to personal jurisdiction of the state court of Minnesota and the federal courts located in Minnesota for the enforcement of this agreement and waive any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in Minnesota.

**IN WITNESS WHEREOF**, the undersigned have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT L**

Automated Clearing House Authorization





## AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

The undersigned Account Holder hereby authorizes Great Clips, Inc. ("Great Clips") to initiate debit entries to the accounts indicated below in the amounts Great Clips will determine weekly for; continuing fees, advertising fees and/or other amounts that become payable by the undersigned to Great Clips, Inc. assessed pursuant to Account Holder's Great Clips® Franchise Agreement(s), currently existing or signed in the future. The undersigned Account Holder authorizes the depository named below to debit the same to such account each week. The dollar amount to be debited will vary.

Bank Name, Location & Phone	Bank Routing Number <sup>(a)</sup>	Type of Account <sup>(b)</sup>	Account Number <sup>(c)</sup>
<hr/> <hr/> <hr/> <hr/>			
	(a) Preencoded nine digit number at bottom left of check		
	(b) Checking or Savings		
	(c) Preencoded number at bottom middle of check		

This authorization is to remain in full force and effect until the depository listed above and Great Clips, Inc. have received written notification from the undersigned Account Holder that the Franchise Agreement(s) has or have terminated or Great Clips has agreed to receive payments by alternative means.

The undersigned Account Holder agrees to be responsible for, and to pay on demand, all costs or charges relating to the handling of the debit entries pursuant to this authorization. The undersigned Account Holder agrees to indemnify Great Clips and the Bank for any loss or cost arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

If Account Holder is a corporation:

Corporate Name \_\_\_\_\_

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Its \_\_\_\_\_  
Federal Tax I.D. No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

If Account Holder is an individual:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

**Note: Please attach a voided check to the completed copy of this form when returned.**

# Great Clips®

Great Clips, Inc.

## ACH Information Form

Name \_\_\_\_\_  
Last First Corporation

### Please check which of the following apply:

\_\_\_\_\_ Add new salon - Open Date \_\_\_\_\_

\_\_\_\_\_ Add/Delete Transferred salon – Date of transfer \_\_\_\_\_

\_\_\_\_\_ Salon Closure – Closure Date \_\_\_\_\_

\_\_\_\_\_ Change Bank Account numbers - Effective Date \_\_\_\_\_

\_\_\_\_\_ Consolidate salons for bank draft - To help reduce bank transaction fees, multiple salons using the same bank account can be consolidated into one draft amount. This is per company, so you will still have one draft for GCI (6%) and one for NAF (5%).

### Draft Schedule:

\_\_\_\_\_ 1<sup>st</sup> Friday \_\_\_\_\_ 2<sup>nd</sup> Monday \_\_\_\_\_ 2<sup>nd</sup> Friday \_\_\_\_\_ 3<sup>rd</sup> Friday (Default)

An Authorization Agreement Form must be attached for each bank account. List all salons associated with the same bank account number together.

Bank Account Number \_\_\_\_\_

Routing Number \_\_\_\_\_

Salon Number(s) \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Routing Number \_\_\_\_\_

Salon Number(s) \_\_\_\_\_

For Accounting Department Use Only

First Draft Date \_\_\_\_\_

Bi-weekly period \_\_\_\_\_

Odd / Even

E-mail to: [ach@greatclips.com](mailto:ach@greatclips.com)

**EXHIBIT M**

Franchise Application Questionnaire

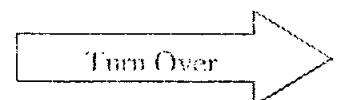
# GREAT CLIPS, INC.

## Franchise Application Questionnaire

**Have one corporate officer initial each highlighted statement on behalf of your entity.  
\_\_\_\_\_ please initial each highlighted statement.**

**Initials**

1. I/We received the Great Clips, Inc. ("GREAT CLIPS") Franchise Disclosure Document ("FDD") on \_\_\_\_\_ and have signed and returned the Receipt for the FDD. I/We have had adequate time to review the FDD and have read and understand the information contained in it. /
2. I/We have received and personally reviewed the current Franchise Agreement and understand that I/we must follow the terms and conditions of the current Franchise Agreement and comply with the Great Clips business system at all times. /
3. I/We acknowledge that I/we do not have a right to additional franchises or locations (except as provided for in the Master Development Agreement, if applicable), that the granting of additional franchises is a decision that is solely within the discretion of Great Clips, and that no promises or statements have been made, directly or indirectly, by Great Clips or its employees, agents or representatives, which have led or could lead me/us to believe that there is a promise or expectation of additional franchises. /
4. I/We understand that this franchise, like any franchise or business investment, offers an opportunity but also entails risks and that there is no guaranty that the franchise venture will be successful. I/We further understand that the success or failure of the franchise will depend in large part upon my own skills and abilities, competition, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors. /
5. Except as contained in Item 19 of the FDD, I/we have not been given by Great Clips or by any of its employees, agents or representatives and I/we have not relied upon, any oral or written statement or promises, representations or assurances or any actual, projected or pro forma sales, profits, earnings or break-even point for this franchise or any other franchise(s). /
6. I/We understand that franchisees opening salons, especially in new markets or markets with few units, tend to have initial results significantly lower in total revenue and cash flow than the average earnings information stated in Item 19 of the FDD. /
7. I/We have conducted an independent investigation of this franchise opportunity and the merits and risks of owning and operating a franchise, and have been provided with a list of the names, addresses, and telephone numbers of the Great Clips franchisees, and have been encouraged by Great Clips to contact any franchisees of my/our choosing before entering into the Franchise Agreement. I/We have also had the opportunity to communicate with any members of the Great Clips staff with whom I/we requested to meet. /
8. I/We understand that the Franchise Agreement is the complete and binding agreement, and I/we cannot rely upon any oral or written promises, representations or assurances of any kind not stated in the Franchise Agreement. /
9. I/We understand that Great Clips does not guaranty the availability of suitable real estate and I/we am/are solely responsible for finding suitable locations. /
10. I/We understand that I/we must follow the approved grand opening advertising plan as determined by Great Clips and must spend at least the minimum amount required on said plan for each franchise opened, as stated in the FDD. /
11. I/We are aware that there are referral bonus programs in place which may award franchisees, salon employees, Great Clips employees, and others for referring a qualified individual(s) to Great Clips who subsequently becomes a new franchisee. In addition, if I/we were referred to Great Clips by a broker, upon approval of our application for a franchise, Great Clips will pay a referral fee to the appropriate party. /



- 12. I/We understand that we must devote our best efforts to the management and operation of the Great Clips business and must adhere to ethical business conduct. /
  
- 13. **Existing Franchisees Only** - Great Clips is not in default of any of its obligations under the terms and conditions of a Franchise Agreement(s) pursuant to which I/we operate a franchise, I/we have received satisfactory training and ongoing support from Great Clips and are satisfied with the investment as it relates to such franchise(s). I/we are not currently in default under any of the terms, covenants, and conditions of any existing Franchise Agreement(s) and have read and agree to abide by the Great Clips Franchisee Code of Ethics. /
  
- 14. **Incentive Program Applicants Only** - I/We understand that Great Clips' incentive programs, including the Master Development Agreement, require the payment of a fee or fees that may be totally non-refundable. In addition, there are specific performance requirements that I/we must meet in order to receive the full benefits of the incentive program. I/We understand that Great Clips does not guaranty the availability of suitable real estate and I/we am/are solely responsible for securing suitable locations. Estimations as to the availability of any locations made by Great Clips or its agents and representatives do not represent an assurance or guaranty that those sites can be procured and/or be opened for business by the incentive program deadline. I/We further understand that if I/we do not meet all performance requirements under the incentive program deadline, then I/we must pay the then-current Initial Franchise Fee and Initial Advertising Contribution for any salons I/we open in the future after complying with all expansion policy guidelines. /

**NOTE:** If applicant is a corporation, partnership or other entity, this Questionnaire must be signed both on behalf of the entity by an authorized officer, and individually by each of its shareholders, partners or owners who have a 10%+ interest in the business entity.

**FRANCHISEE:**

By: \_\_\_\_\_  
 Its:  
 Name:

Date: \_\_\_\_\_

\_\_\_\_\_  
 - Individually

\_\_\_\_\_  
 - Individually

**ACCEPTED:  
 GREAT CLIPS, INC.**

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT N**

State Addenda

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF CALIFORNIA**

The following information applies to franchisees subject to California statutes and regulations. The item number corresponds to the Item in the main body of the disclosure document.

Item 17

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

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

The covenant not to compete upon expiration or termination of the Franchise Agreement may not be enforceable except in certain circumstances provided by law.

The Franchise Agreement requires binding arbitration. The arbitration will occur at Minneapolis, Minnesota. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any arbitration. This provision may not be enforceable under California law. However, the California law may be preempted by the Federal Arbitration Act and therefore not applicable to the venue requirement in the arbitration provision. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of an agreement restricting venue to a forum outside the State of California.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT [www.corp.ca.gov](http://www.corp.ca.gov).

**BLACKLINED**

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF CALIFORNIA**

The following information applies to franchisees subject to California statutes and regulations. Notwithstanding anything contained in the Franchise Agreement to the contrary, the Franchise Agreement is hereby amended as follows:

1. California Business and Professional Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

2. In Section ~~7.19~~19.2 of the Franchise Agreement, the covenant not to compete upon expiration or termination of the Franchise Agreement may be unenforceable except in certain circumstances provided by law.

3. Section ~~13~~15.5 of the Franchise Agreement requires all arbitration hearings to take place exclusively in Minneapolis, Minnesota, and requires that any other legal proceedings must be venued in federal or state court in Hennepin County, Minnesota. These provisions may be unenforceable under California law.

GREAT CLIPS, INC.

FRANCHISEE:

If Franchisee is an individual:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**GENERAL RELEASE  
FOR THE STATE OF CALIFORNIA**

This General Release is given to Great Clips, Inc. ("Great Clips") by \_\_\_\_\_ ("Franchisee").

NOW, THEREFORE, FOR VALUE RECEIVED, Franchisee, on behalf of Franchisee and of Franchisee's predecessors, affiliates, successors and assigns, hereby (i) represents to Franchisor that Franchisee has no outstanding claims, suits, demands, causes of action or grievances, in any amount or kind, now known or unknown, arising from or in connection with any act, practice, omission or transaction occurring in whole or in part before the date of this General Release in relation to or in connection with all matters relating to Franchisor or the GREAT CLIPS System in any manner whatsoever, including, but not limited to, all Franchisee's GREAT CLIPS franchises (collectively, "Claims"), and (ii) releases and discharges Franchisor, its affiliates, shareholders, predecessors, successors and assigns, and their respective officers, agents, employees, directors and attorneys, from the Claims. Notwithstanding the preceding, no claim shall be released which arises out of facts deliberately concealed by the Franchisor or which are not reasonably ascertainable by the Franchisee.

Franchisee represents that Franchisee has carefully and fully read this General Release, has had ample opportunity to review it with Franchisee's attorney, and understands its content and consequences.

Franchisee hereby waives the benefit of the provisions of § 1542 of the Civil Code of the State of California, which provides as follows:

"A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the General Release, which if known by him must have materially affected his settlement with the debtor."

IN WITNESS WHEREOF, Franchisee has executed this General Release this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

GREAT CLIPS, INC.

FRANCHISEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Accepted: \_\_\_\_\_

\_\_\_\_\_  
- Individually

\_\_\_\_\_  
- Individually

\_\_\_\_\_  
- Individually

(Note: If Franchisee is a corporation, partnership or other entity, this General Release MUST be signed both on behalf of the entity by an authorized officer, AND by each shareholder, partner or owner individually with a 10%+ interest in the business entity.)

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF HAWAII**

1. The disclosure document is amended to include the following information:

A. The states in which this registration is effective or exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland,  
Minnesota, New York, North Dakota, Rhode Island,  
South Dakota, Virginia, Washington and Wisconsin

B. The states in which this proposed registration is or will be shortly on file, or is or will shortly be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland,  
Minnesota, New York, North Dakota, Rhode Island,  
South Dakota, Virginia, Washington and Wisconsin

C. The states, if any, which have refused, by order or otherwise, to register these franchises:

None

D. The states, if any, which have revoked or suspended the right to offer these franchises:

None

E. The states, if any, in which the proposed registration of these franchises has been withdrawn:

None

2. Item 5 is amended to provide that all Initial Franchise Fees paid to Great Clips before Great Clips has met its material pre-opening obligations will be held in escrow at Title Guaranty Escrow Services, Inc. until Great Clips has performed its pre-opening obligations.

3. Item 7 of the disclosure document provides, in part, that certain expenditures may be payable to Great Clips prior to opening your salon. Item 7 is amended to provide that any expenditures payable to Great Clips prior to opening your Salon, or Salon(s) if this Franchise Agreement is part of a Master Development Agreement or Three Star Program,

will be held in escrow at Title Guaranty Escrow Services, Inc. until Great Clips has performed its pre-opening obligations,

4. Item 17 of the disclosure document provides, in part, that you have no interest upon termination of or refusal to renew or extend the Franchise Agreement. Item 17 is amended to provide that, upon termination or refusal to renew the Franchise Agreement, the Franchisee will be compensated for the fair market value of certain assets of the Franchised Business, as more fully described in Haw. Rev. Stat. § 482E-6(3).

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF HAWAII**

The following information applies to franchisees subject to Hawaii statute and regulations. Notwithstanding anything in Sections 5.1, 5.7 and any other references to pre-opening payments owed by Franchisee to Great Clips, the Franchise Agreement is amended as follows:

All Initial Franchise Fees and any expenditures payable to Great Clips before Great Clips has met its material pre-opening obligations will be held in escrow at Title Guaranty Escrow Services, Inc. until Great Clips has performed its pre-opening obligations.

GREAT CLIPS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

FRANCHISEE:

If Franchisee is an individual:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF ILLINOIS**

The following information applies to franchisees subject to Illinois statutes and regulations. The item number corresponds to the Item in the main body of the disclosure document.

Risk Factors:

FRANCHISEES ARE ADVISED THAT ALL INITIAL FRANCHISE FEES PAID TO GREAT CLIPS BY ILLINOIS FRANCHISEES MUST BE PLACED IN ESCROW AT WELLS FARGO BANK MINNESOTA, N.A. UNTIL GREAT CLIPS HAS MET ITS PRE-OPENING OBLIGATIONS AND THE FRANCHISEE HAS OPENED THE SALON.

Item 5

All Initial Franchise Fees paid to Great Clips by Illinois franchisees are required to be placed in escrow. Great Clips has entered into an Escrow Agreement with Wells Fargo Bank Minnesota, N.A. dated January 30, 1998. You should make your checks for the fees described in Item 5 payable to "Wells Fargo Bank Minnesota, N.A." This Escrow Agreement is on file with the Franchise Examiner, Office of the Attorney General, 500 South 2nd Street, Springfield, Illinois 62706.

Item 17

Illinois franchisees are advised that Section 4 of the Illinois Franchise Disclosure Act dictates that "any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of this State is void" with respect to any cause of action which otherwise is enforceable in this State, provided that a Franchise Agreement may provide for arbitration in a forum outside this State.

The governing law and choice of law provisions in the disclosure document and Franchise Agreement may be unenforceable under the Illinois Franchise Disclosure Act.

Item 23 - Receipt

Illinois franchisees are advised that Great Clips must provide the disclosure document to you by the earliest of:

- a) The first personal meeting to discuss our Franchise Agreement, or agreement; or
- b) Fourteen business days before the signing of any binding agreement; or
- c) Fourteen business days before any payment to Great Clips.

**BLACKLINED**

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF ILLINOIS**

This Addendum pertains to franchisees subject to Illinois statutes and regulations. Notwithstanding anything in the Franchise Agreement to the contrary, the Franchise Agreement is hereby amended as follows:

1. Section 4 of the Illinois Franchise Disclosure Act dictates that "any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of this State is void" with respect to any cause of action which otherwise is enforceable in this State, provided that a Franchise Agreement may provide for arbitration in a forum outside this State.

2. All Initial Franchise Fees paid to Great Clips by Illinois franchisees will be placed in escrow at Wells Fargo Bank Minnesota, N.A. until Great Clips has met its pre-opening obligations and Franchisee has opened the salon.

3. Section ~~13~~15.5 of the Franchise Agreement shall not, in any way, abrogate or reduce any rights of the franchisee as provided for under the Illinois Franchise Disclosure Act.

4. Section ~~14~~16.3 of the Franchise Agreement is revised to provide that the franchisee will have 30 days after notice to cure an alleged breach for nonpayment of amounts due or the understatement of Gross Sales.

5. Section ~~17.221.1~~ of the Franchise Agreement is revised to grant authority of the Illinois Franchise Disclosure Act as it relates to governing law and choice of law.

GREAT CLIPS, INC.

FRANCHISEE:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is an individual:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
MASTER DEVELOPMENT AGREEMENT  
FOR THE STATE OF ILLINOIS**

This Addendum pertains to franchisees subject to Illinois statutes and regulations. Notwithstanding anything in the Master Development Agreement to the contrary, the Master Development Agreement is hereby amended as follows:

1. Illinois franchisees are advised that Section 4 of the Illinois Franchise Disclosure Act dictates that any provision in the Master Development Agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a Master Development Agreement may provide for arbitration in a forum outside this State.
2. All Initial Franchise Fees paid to Great Clips by Illinois franchisees will be placed in escrow at Wells Fargo Bank Minnesota, N.A. until Great Clips has met its pre-opening obligations and Franchisee has opened the salon
3. Section 13.5 of the Master Development Agreement shall not, in any way, abrogate or reduce any rights of franchisee as provided for under the Illinois Franchise Disclosure Act.

GREAT CLIPS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

If Franchisee is an individual:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF MARYLAND**

The following information applies to franchisees subject to Maryland statute and regulations. The item number corresponds to the Item in the main body of the disclosure document.

Item 17

Section 14-216(c) (25) of the Maryland Franchise Registration and Disclosure law permits a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

Franchisee's execution of a general release in favor of Great Clips will not act as a waiver to relieve Great Clips from liability under the Maryland Franchise Registration and Disclosure Law.

Item 19

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Therefore the following statement made by Great Clips under Item 19 of the disclosure document is considered stricken:

"Great Clips will not be bound by allegations of any unauthorized representations as to earnings, sales, profits or prospects or chances of success."



**BLACKLINED**

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF MARYLAND**

The following information applies to franchisees subject to Maryland statute and regulations. Notwithstanding anything in the Franchise Agreement to the contrary, the Franchise Agreement is hereby amended as follows:

1. All Initial Franchise Fees paid to Great Clips before Great Clips has met its material pre-opening obligations will be held in escrow at the United Bank, Bethesda, Maryland, pending satisfaction of those obligations.

2. Contrary to Section ~~13~~15.5 of the Franchise Agreement, Section 14-216(c) (25) of the Maryland Franchise Registration and Disclosure law permits a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law permits a franchisee in Maryland to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

3. Franchisee's execution of a general release in favor of Great Clips pursuant to Section ~~12~~14.4 of the Franchise Agreement will not act as a waiver to relieve Great Clips from liability under the Maryland Franchise Registration and Disclosure Law.

GREAT CLIPS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:  
If Franchisee is an individual:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
MASTER DEVELOPMENT AGREEMENT  
FOR THE STATE OF MARYLAND**

This Addendum pertains to franchisees subject to Maryland statutes and regulations. Notwithstanding anything in the Master Development Agreement to the contrary, the Master Development Agreement is hereby amended as follows:

1. Contrary to Section 13.5 of the Master Development Agreement, Section 14-216(c) (25) of the Maryland Franchise Registration and Disclosure law permits a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law permits a franchisee in Maryland to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
  
2. Franchisee's execution of a general release in favor of Great Clips pursuant to Section 5 of the Master Development Agreement will not act as a waiver to relieve Great Clips from liability under the Maryland Franchise Registration and Disclosure Law.

GREAT CLIPS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

If Franchisee is an individual:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**GENERAL RELEASE  
FOR THE STATE OF MARYLAND**

This General Release is given to Great Clips, Inc. ("Great Clips") by \_\_\_\_\_  
("Franchisee").

FOR VALUE RECEIVED, Franchisee, on behalf of Franchisee and of Franchisee's predecessors, affiliated entities, successors and assigns, hereby: (a) represents to Great Clips that Franchisee has no outstanding claims, suits, demands, causes of action or grievances, in any amount or kind, now known or unknown, arising from or in connection with any act, practice, omission or transaction occurring in whole or in part before the date of this General Release in relation to or in connection with all matters relating to Great Clips or the GREAT CLIPS® System in any manner whatsoever, including, but not limited to, all Franchisee's GREAT CLIPS® franchises (collectively, "Claims"), and (b) releases and discharges Great Clips, its affiliates, shareholders, predecessors, successors and assigns, and their respective officers, agents, employees, directors and attorneys, from the Claims. Notwithstanding the preceding, no claim shall be released which arises out of facts deliberately concealed by Great Clips or which are not reasonably ascertainable by the Franchisee.

Franchisee represents that it has carefully and fully read this General Release, has had ample opportunity to review it with Franchisee's attorney, and understands its content and consequences.

**The representations and provisions of this General Release are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.**

IN WITNESS WHEREOF, Franchisee has executed this General Release this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

FRANCHISOR  
GREAT CLIPS, INC.

FRANCHISEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

\_\_\_\_\_  
- Individually

\_\_\_\_\_  
- Individually

\_\_\_\_\_  
- Individually

(Note: If Franchisee is a corporation, partnership or other entity, this General Release MUST be signed both on behalf of the entity by an authorized officer, AND by each shareholder, partner or owner individually with a 10%+ interest in the business entity.)

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF MICHIGAN**

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against the franchisee:

- (a) A prohibition on the right of the Franchisee to join an association of franchisees.
- (b) A requirement that the Franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives the Franchisee of rights and protections provided in the Michigan Franchise Investment Law. This section shall not preclude the Franchisee, after entering into the Franchise Agreement, from settling any and all claims.
- (c) A provision that permits the Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the Franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits the Franchisor to refuse to renew the franchise without fairly compensating the Franchisee by repurchase or other means for the fair market value at the time of expiration of the Franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This section applies only if:
  - (i) the term of the franchise is less than five years; and
  - (ii) the Franchisee is prohibited by the Franchise Agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the Franchisee does not receive at least six months advance notice of the Franchisor's intent not to renew the franchise.
- (e) A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This section shall not preclude the Franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the State of Michigan.

- (g) A provision which permits the Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This section does not prevent the Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the Franchisor's then-current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the Franchisor.
  - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - (iv) The failure of the Franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- (h) A provision that requires the Franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This section does not prohibit a provision that grants to the Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this section prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in section (c).
- (i) A provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE MICHIGAN ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE MICHIGAN ATTORNEY GENERAL. ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE MICHIGAN ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, FRANCHISE UNIT, 670 LAW BUILDING, LANSING, MICHIGAN 48913, (517) 373-7117.

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF MINNESOTA**

The following information applies to franchisees subject to Minnesota statutes regulations. The item number corresponds to the Item in the main body of the disclosure document.

Item 13

Great Clips will defend its Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisees' use of the GREAT CLIPS® trademark infringes trademark rights of the third party. Great Clips does not indemnify franchisees against the consequences of franchisees' use of the GREAT CLIPS® trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to such defense, the franchisee must provide notice to Great Clips within 10 days and tender the defense of the claim to Great Clips. If Great Clips accepts the tender of defense, it has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17

With respect to franchises governed by Minnesota law, Great Clips will comply with Minn. Stat. Sec. 80C.14., Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

Any provision relating to the posting of a bond in connection with a preliminary injunction does not apply to Minnesota franchisees, except where specifically provided by law. It is understood that Great Clips may seek injunctive relief.

**BLACKLINED**

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA**

The following information applies to franchisees subject to Minnesota statutes and regulations. Notwithstanding anything in the Franchise Agreement to the contrary, the Franchise Agreement is hereby amended as follows:

1. With respect to franchises governed by Minnesota law, Great Clips will comply with Minn. Stat. Sec. 80C.14., Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

2. Great Clips will defend its Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisees' use of the GREAT CLIPS® trademark infringes trademark rights of the third party. Great Clips does not indemnify franchisees against the consequences of franchisees' use of the GREAT CLIPS® trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to such defense, the franchisee must provide notice to Great Clips, Inc. within 10 days and tender the defense of the claim to Great Clips. If Great Clips accepts the tender of defense, it has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. The provisions of Section ~~13~~15.4 of the Franchise Agreement relating to the posting of bond in connection with a preliminary injunction do not apply to Minnesota franchisees, except where specifically provided by law. It is understood that Great Clips may seek injunctive relief.

GREAT CLIPS, INC.

FRANCHISEE:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is an individual:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF NEW YORK**

New York franchisees are advised that Item 17(w) of the disclosure document is revised to include the following language:

Provided, however, that all rights enjoyed by the franchisee and any causes of action arising in its favor from the provisions of the General Business Law of the State of New York and the regulations thereunder shall remain in force; it being the extent of the proviso that the non-waiver provisions of GBL, Sections 687.4 and 687.5 be satisfied.



**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF NORTH DAKOTA**

Item 17

North Dakota franchisees are advised that a Franchisee's execution of a general release in favor of Great Clips upon renewal of the Franchise Agreement is determined to be unfair, unjust, and inequitable under Section 51-19-09 of the North Dakota Franchise Investment Law.

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

The following information applies to franchisees subject to North Dakota statutes and regulations. Notwithstanding anything in the Franchise Agreement to the contrary, the Franchise Agreement is hereby amended as follows:

1. Section 3.3 of the Franchise Agreement is amended by adding the following sentence:

“The requirement of the Franchisee to sign a general release upon renewal of the Franchise Agreement is determined to be unfair, unjust, and inequitable in the State of North Dakota.”

2. Section ~~7.19~~19.2 of the Franchise Agreement is amended by adding the following sentence:

"Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota, except in certain circumstances provided by law."

3. The consent by the Franchisee to jurisdiction and venue in Hennepin County, Minnesota, contained in Section ~~4.3~~15.5 may be inapplicable; provided, however, that such inapplicability in the State of North Dakota will not be construed to mean that venue in Hennepin County, Minnesota, is improper, or that the Franchisee and its officers, directors, and shareholders are not subject to jurisdiction in Hennepin County, Minnesota, or in any other state.

4. The provisions of Section ~~4.3~~15.5 requiring arbitration hearings to take place in Hennepin County, Minnesota, will be inapplicable and in the event of arbitration between Great Clips and Franchisee, such arbitration will be conducted in Fargo, North Dakota or at a mutually agreed upon location.

GREAT CLIPS, INC.

FRANCHISEE:

If Franchisee is an individual:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
MASTER DEVELOPMENT AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

1. The consent by the Franchisee to jurisdiction and venue in Hennepin County, Minnesota, contained in Section 13.5 may be inapplicable; provided, however, that such inapplicability in the State of North Dakota will not be construed to mean that venue in Hennepin County, Minnesota, is improper, or that the Franchisee and its officers, directors, and shareholders are not subject to jurisdiction in Hennepin County, Minnesota, or in any other state.

2. The provision of Section 13.5 requiring arbitration hearings to take place in Hennepin County, Minnesota, will be inapplicable and in the event of arbitration between Great Clips and Franchisee, such arbitration will be conducted in Fargo, North Dakota or at a mutually agreed upon location.

GREAT CLIPS, INC.

FRANCHISEE:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

If Franchisee is an individual:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF RHODE ISLAND**

Item 17

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in the Franchise Agreement restricting jurisdiction of venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**ADDENDUM TO GREAT CLIPS, INC.  
DISCLOSURE DOCUMENT  
FOR THE STATE OF VIRGINIA**

The disclosure document is amended to include the following information:

**The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement.**

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Great Clips Franchise Agreement or Master Development Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF VIRGINIA**

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement.

GREAT CLIPS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

FRANCHISEE:

If Franchisee is an individual:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_

(Name of Franchisee)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF WASHINGTON**

1. Washington franchisees have the following renewal and termination rights under Washington law [RCW 19.100.180(2)(i) and (j)]. The franchisor may not:
  - (a) Refuse to renew a franchise without fairly compensating the franchisee for the fair market value, at the time of the expiration of the franchise, of the franchisee's inventory, supplies, equipment and furnishings purchased from the franchisor, and good will, exclusive of personalized materials, which have no value to the franchisor, and inventory, supplies, equipment and furnishings not reasonably required in the conduct of the franchise business: Provided, that compensation need not be made to a franchisee for good will if (i) the franchisee has been given one year's notice of non-renewal and (ii) the franchisor agrees in writing not to enforce any covenant which constrains the franchisee from competing with the franchisor: Provided further, that a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to franchisor.
  - (b) Terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include, without limitation, the failure of the franchisee to comply with lawful material provisions of the franchise or other agreement between the franchisor and the franchisee and to cure such default after being given notice thereof and a reasonable opportunity, which in no event need be more than 30 days to cure such default, or if such default cannot reasonably be cured within 30 days, the failure of the franchisee to initiate within 30 days substantial and continuing action to cure such default: Provided, that after three willful and material breaches of the same term of the Franchise Agreement occurring within a 12 month period, for which the franchisee has been given notice and an opportunity to cure as provided in this subsection, the franchisor may terminate the Agreement without providing notice or opportunity to cure: Provided further, that a franchisor may terminate a franchise without giving prior notice or opportunity to cure a default if the franchisee, (i) is adjudicated as bankrupt or insolvent; (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of the franchise business; (iii) voluntarily abandons the franchise business; or (iv) is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchise business. Upon termination for good cause, the franchisor shall purchase from the franchisee at a fair market value at the time of termination, the franchisee's inventory and supplies, exclusive of (i) personalized materials which have no value to the franchisor; (ii) inventory and supplies not reasonably required in the conduct of the franchise business; and (iii) if the franchisee is to retain control of the premises of the franchise business, any inventory and supplies not purchased from the franchisor or on their express requirement; Provided, that a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to the franchisor.

2. If any of the provisions in the disclosure document are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the disclosure document with regard to any franchise sold in Washington.

3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

4. The Washington Franchise Investment Protection Act in effect on the effective date of the Franchise Agreement prohibits certain provisions in the Franchise Agreement. Certain sections of that statute provide as follows:

Section 19.100.180(2)(g). For the purposes of this chapter and without limiting its general application, it shall be an unfair or deceptive act or practice or an unfair method of competition and therefore unlawful and a violation of this chapter for any person to...Require franchisee to assent to a release, assignment, novation or waiver which would relieve any person from liability imposed by this chapter, except as otherwise permitted by RCW 19.100.220. Section 19.100.220(2). Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their Franchise Agreement has taken effect, in which the person giving the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection.

Accordingly, Washington franchisees, and franchisees of GREAT CLIPS retail shops to be operated in Washington, are advised that certain provisions of Sections ~~14.2~~, ~~15.1~~ and ~~15.5~~ of the GREAT CLIPS Franchise Agreement may not be enforceable under Washington law. Washington franchisees are advised to consult with their own independent legal advisor for an explanation of the application of Washington law to the GREAT CLIPS Franchise Agreement. Great Clips, Inc. will not enforce any provision of the GREAT CLIPS Franchise Agreement that is prohibited by the Washington Franchise Investment Protection Act and any such provision is deleted from Washington GREAT CLIPS franchises.



**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON**

1. Washington franchisees have the following renewal and termination rights under Washington law [RCW 19.100.180(2)(i) and (j)]. The franchisor may not:
  - (a) Refuse to renew a franchise without fairly compensating the franchisee for the fair market value, at the time of the expiration of the franchise, of the franchisee's inventory, supplies, equipment and furnishings purchased from the franchisor, and good will, exclusive of personalized materials, which have no value to the franchisor, and inventory, supplies, equipment and furnishings not reasonably required in the conduct of the franchise business: Provided, that compensation need not be made to a franchisee for good will if (i) the franchisee has been given one year's notice of non-renewal and (ii) the franchisor agrees in writing not to enforce any covenant which constrains the franchisee from competing with the franchisor: Provided further, that a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to franchisor.
  - (b) Terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include, without limitation, the failure of the franchisee to comply with lawful material provisions of the franchise or other agreement between the franchisor and the franchisee and to cure such default after being given notice thereof and a reasonable opportunity, which in no event need be more than 30 days to cure such default, or if such default cannot reasonably be cured within 30 days, the failure of the franchisee to initiate within 30 days substantial and continuing action to cure such default: Provided, that after three willful and material breaches of the same term of the Franchise Agreement occurring within a 12 month period, for which the franchisee has been given notice and an opportunity to cure as provided in this subsection, the franchisor may terminate the Agreement without providing notice or opportunity to cure: Provided further, that a franchisor may terminate a franchise without giving prior notice or opportunity to cure a default if the franchisee: (i) is adjudicated as bankrupt or insolvent; (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of the franchise business; (iii) voluntarily abandons the franchise business; or (iv) is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchise business. Upon termination for good cause, the franchisor shall purchase from the franchisee at a fair market value at the time of termination, the franchisee's inventory and supplies, exclusive of (i) personalized materials which have no value to the franchisor; (ii) inventory and supplies not reasonably required in the conduct of the franchise business; and (iii) if the franchisee is to retain control of the premises of the franchise business, any inventory and supplies not purchased from the franchisor or on their express requirement; Provided, that a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to the franchisor.
2. If any of the provisions in the Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Agreement with regard to any franchise sold in Washington.
3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

4. The Washington Franchise Investment Protection Act in effect on the effective date of the Franchise Agreement prohibits certain provisions in the Franchise Agreement. Certain sections of that statute provide as follows:

Section 19.100.180(2)(g). For the purposes of this chapter and without limiting its general application, it shall be an unfair or deceptive act or practice or an unfair method of competition and therefore unlawful and a violation of this chapter for any person to...Require franchisee to assent to a release, assignment, novation or waiver which would relieve any person from liability imposed by this chapter, except as otherwise permitted by RCW 19.100.220. Section 19.100220(2). Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their Franchise Agreement has taken effect, in which the person giving the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection.

Accordingly, Washington franchisees, and franchisees of GREAT CLIPS retail shops to be operated in Washington, are advised that certain provisions of Sections ~~14.2~~, ~~15.1~~ and ~~15.5~~ of the GREAT CLIPS Franchise Agreement may not be enforceable under Washington law. Washington franchisees are advised to consult with their own independent legal advisor for an explanation of the application of Washington law to the GREAT CLIPS Franchise Agreement. Great Clips, Inc. will not enforce any provision of the GREAT CLIPS Franchise Agreement that is prohibited by the Washington Franchise Investment Protection Act and any such provision is deleted from Washington GREAT CLIPS franchises.

GREAT CLIPS, INC.

FRANCHISEE:

If Franchisee is an individual:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_  
(Name of Franchisee)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM TO GREAT CLIPS, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF WISCONSIN**

Prospective Wisconsin franchisees are advised that Item 17 of the disclosure document and Section 14 of the Franchise Agreement are amended as follows:

The Wisconsin Fair Dealership Law, Chapter 135, Wis. Stats., supersedes any provisions of the franchise contract or agreement if such provisions are in conflict with that law.

GREAT CLIPS, INC.

FRANCHISEE:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is an individual:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If Franchisee is a corporation or other entity:

\_\_\_\_\_

(Name of Franchisee)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT O**

State Agencies and Agents for Service of Process

# STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

## CALIFORNIA

Department of Business Oversight  
One Sansome Street, Suite 600  
San Francisco, California 94104

## HAWAII

Department of Commerce and Consumer Affairs  
Business Registration Division  
Commissioner of Securities  
King Kalakaua Building  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813

## ILLINOIS

Attorney General State of Illinois  
Franchise Division  
500 South 2nd Street  
Springfield, Illinois 62706

## INDIANA

Agent  
Indiana Secretary of State  
201 State House  
200 W. Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6531

Administrator  
Indiana Securities Commissioner  
302 W. Washington Street, Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

## MARYLAND

State Regulatory Agency  
Office of the Attorney General  
Division of Securities  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

Agent to Receive Process  
Maryland Securities Commissioner  
Division of Securities  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

## MICHIGAN

Consumer Protection Division  
Attn: Franchise  
670 Law Building  
Lansing, Michigan 48913

## MINNESOTA

Commissioner of Commerce  
Minnesota Department of Commerce  
85-7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101-2198

## NEW YORK

Secretary of State of New York  
162 Washington Avenue  
Albany, New York 12231

New York State Department of Law  
Bureau of Investor Protection & Securities  
120 Broadway, 23<sup>rd</sup> Floor  
New York, New York 10271

## NORTH DAKOTA

North Dakota Securities Department  
State Capitol, 5<sup>th</sup> Floor  
600 East Boulevard Avenue  
Bismarck, North Dakota 58505

## RHODE ISLAND

Chief Securities Examiner  
Division of Securities 1511 Pontiac Avenue  
John O. Pastore Complex – 69-1  
Cranston, Rhode Island 02920-4407

## SOUTH DAKOTA

Director of Division of Securities  
Department of Labor and Regulation  
445 East Capitol Avenue  
Pierre, South Dakota 57501-3185

## VIRGINIA

State Administrator  
State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9<sup>th</sup> Floor  
Richmond, Virginia 23219

Agent to Receive Process  
Clerk of the State Corporation Commission  
1300 East Main Street  
1<sup>st</sup> Floor  
Richmond, Virginia 23219

## WASHINGTON

Department of Financial Institutions  
General Administrative Building  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501

## WISCONSIN

Department of Financial Institutions  
Commissioner of Securities  
345 W. Washington Avenue, 4<sup>th</sup> Floor  
P.O. Box 1768  
Madison, Wisconsin 53701

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Great Clips offers you a franchise, ~~we~~it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment, to Great Clips or an affiliate in connection with the proposed franchise sale.

Under Iowa, Michigan, New York and Rhode Island law, if applicable, this period may be 10 business days, which could be longer than 14 calendar days. In addition, under Iowa, New York, and Rhode Island law, if applicable, Great Clips may be required to provide this disclosure document to you at your first personal meeting to discuss the franchise.

If Great Clips does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the respective party listed on Exhibit O. We authorize the respective parties identified on Exhibit O to receive service of process for us in the particular state.

Issuance Date: April 1, ~~2013~~2014, as amended September 16, 2013.

The franchise sellers involved in the offer and sale of the franchise to you are listed below or will be provided to you in a supplemental document to be attached to this Receipt prior to your signing the Franchise Agreement. ~~seller for this offering is~~  
Great Clips, Inc., 4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, MN 55435, (952) 893-9088.

Franchise sellers for Great Clips, Inc. are:

Heidi Ackerman Director of Franchise Administration 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6483	Clarence "Butch" M. Gladden Franchise Development Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6411
Laura K. Roper Franchise Development Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6556	Robert D. Goggins Vice President of Franchise Development 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6467
Steven A. Gemlo Senior Franchise Development Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6420	Scott M. Neilson Franchise Development Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (480) 883-3582
Beth Caron Franchise Development Marketing Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55434 (952) 746-6414	

I have received GREAT CLIPS® disclosure document with an Issuance Date of April 1, 2013, ~~as amended September 16, 2013, 4~~ that included the following Exhibits: A) List of Outlets; B) List of Former Franchisees; C) Franchisee Organizations Great Clips Has Created, Sponsored or Endorsed; D) Independent Franchisee Associations; E) Financial Statements; F) Franchise Agreement; G) Three Star Program Agreement; H) Master Development Agreement; I) Styleware™ Software Suite License; J) Participation Agreement; K) Lease Documents; L) Automated Clearing House Authorization; M) Franchise Application Questionnaire; N) State Addenda; O) State Agencies and Agents for Service of Process.

Dated: \_\_\_\_\_

Prospective Franchisee

Individual:

If a Business Entity:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Its: \_\_\_\_\_

Prospective Franchisee

Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Great Clips offers you a franchise, ~~we~~it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment, to Great Clips or an affiliate in connection with the proposed franchise sale.

Under Iowa, Michigan, New York and Rhode Island law, if applicable, this period may be 10 business days, which could be longer than 14 calendar days. In addition, under Iowa, New York, and Rhode Island law, if applicable, Great Clips may be required to provide this disclosure document to you at your first personal meeting to discuss the franchise.

If Great Clips does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the respective party listed on Exhibit O. We authorize the respective parties identified on Exhibit O to receive service of process for us in the particular state.

Issuance Date: April 1, ~~2013~~2014, ~~as amended September 16, 2013.~~

The franchise ~~sellers involved in the offer and sale of the franchise to you are listed below or will be provided to you in a supplemental document to be attached to this Receipt prior to your signing the Franchise Agreement.~~seller for this offering is  
Great Clips, Inc., 4400 West 78<sup>th</sup> Street, Suite 700, Minneapolis, MN 55435, (952) 893-9088.

Franchise sellers for Great Clips, Inc. are:

Heidi Ackerman Director of Franchise Administration 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6483	Clarence "Butch" M. Gladden Franchise Development Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6411
Laura K. Roper Franchise Development Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6556	Robert D. Goggins Vice President of Franchise Development 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6467
Steven A. Gemlo Senior Franchise Development Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (952) 746-6420	Scott M. Neilson Franchise Development Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 (480) 883-3582
Beth Caron Franchise Development Marketing Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55434 (952) 746-6414	



I have received GREAT CLIPS® disclosure document with an Issuance Date of April 1, 2013, ~~as amended September 16, 2013, 4~~ that included the following Exhibits: A) List of Outlets; B) List of Former Franchisees; C) Franchisee Organizations Great Clips Has Created, Sponsored or Endorsed; D) Independent Franchisee Associations; E) Financial Statements; F) Franchise Agreement; G) Three Star Program Agreement; H) Master Development Agreement; I) Styleware™ Software Suite License; J) Participation Agreement; K) Lease Documents; L) Automated Clearing House Authorization; M) Franchise Application Questionnaire; N) State Addenda; O) State Agencies and Agents for Service of Process.

Dated: \_\_\_\_\_

Prospective Franchisee  
Individual:

If a Business Entity:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Its: \_\_\_\_\_

Prospective Franchisee  
Individual:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name