

FRANCHISE DISCLOSURE DOCUMENT

Sport Clips, Inc.
110 Sport Clips Way
Georgetown, Texas 78628
Telephone (512) 869-1201 • Toll Free (800) 872-4247
www.sportclips.com



A Sport Clips franchisee sells, primarily to men and boys, hair cutting services and hair care products in an environment with a sports theme and multiple televisions featuring sports programming.

The total investment necessary to begin operation of a Sport Clips franchise is \$288,500 to \$475,000 for one store. This includes \$69,500 to \$95,500 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Becky Geyer at 110 Sport Clips Way, Georgetown, Texas 78628, telephone (512) 868-4661.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-977-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. 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, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. The Franchise Agreement requires you to resolve disputes with us by non-binding mediation and then litigation only in Texas. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with us in Texas than in your own home state.
2. The Franchise Agreement states that Texas law governs the Agreement, and this law may not provide the same protections and benefits as local law. You may want to compare these laws.
3. The spouse(s) of franchise owners must execute a personal guaranty placing the personal assets of the franchise owners and spouses at risk.

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

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, "the Company," "SCI," or "we" means Sport Clips, Inc., the franchisor. "You" means the person who buys this franchise and your spouse and may include a corporation or a partnership. If a corporation or a partnership is the franchisee, "you" will also include the franchisee's owners.

The Company does business as Sport Clips, Inc. and Sport Clips, and we do not do business under any other name. Our principal address is 110 Sport Clips Way, Georgetown, Texas 78628. The Company is a Texas corporation that was incorporated on July 13, 1995.

The Company's agents for service of process are disclosed in Exhibit A.

The Company has sold franchises for the operation of retail stores known as "Sport Clips" since November 1995. As of December 31, 2024, the Company had 1,754 franchised stores and 83 Company-owned stores operating under the name "Sport Clips." The Company has never offered franchises under any other name or in any other line of business. We have operated Sport Clips stores of the type described in this Disclosure Document since 1993.

A Sport Clips business offers hair cutting and hair styling services to primarily men and boys and sells related hair care products within a sports themed environment. Sport Clips franchisees operate the franchise pursuant to our System, which includes our standards, specifications, approved products, methods and procedures. The System also includes the use of the trademark and trade name "Sport Clips." The services and products of Sport Clips stores are offered to all segments of the public, and the businesses are generally located in strip center locations. In addition to laws or regulations that apply to retail businesses generally, you will need to comply with local and state laws that regulate the operation of a hair care or cosmetology business, and your employees may be required to have a license issued by the state or other local government in order to provide hair cutting and related services.

Our Mission Statement is "To create a Championship Haircut Experience for men and boys in an exciting sports environment." As a Sport Clips franchisee, you will provide your customers with a relaxing atmosphere, surrounded by an exciting sports-themed environment, and be able to watch current and classic sporting events while they receive a consistently well-executed haircut. Some of the specific components of the Sport Clips environment include a flat-screen television in the front of the store, and television monitors at each haircutting station. The televisions are turned to live or recorded sports programming approved by the Company. Your store will also include specific signage and decorating items to create the "Sport Clips" look and atmosphere.

The Franchise Agreement includes a Supplemental Pre-Opening Services Agreement, under which the Company provides certain pre-opening services for a fee. These services will be provided to you either by the Company or its Area Developer, if there is an Area Developer in your area. See Item 5 for more information on the Supplemental Pre-Opening Services Agreement.

The Company offers a Multi-Unit Development Addendum ("MUDA") to the Franchise Agreement, which is included in Exhibit D to this Disclosure Document. Under a MUDA, you will open 3 or more Sport Clips stores within a specified time-period, and you pay a reduced initial franchise fee for each additional store. We offer a 2 store MUDA if your store is in a city of less than 100,000 people and is at least 75 miles from any city that has more than 100,000 people. It is our policy to award a single-store Franchise Agreement only in specified circumstances. Examples of situations where we would award a single store Franchise Agreement or a 2 store MUDA would be: 1) a Sport Clips Store Manager who is approved to become a franchisee; 2) a Veteran of the US

Armed Forces who does not financially qualify for additional licenses; or 3) in areas where we, in our sole discretion, determine that it would be advantageous for the Sport Clips system to award a single store Franchise Agreement or 2 store MUDA. Examples would be in a highly developed area where there is room for only a few more licenses to be awarded, or in high-cost areas.

All information in this Disclosure Document applies to the MUDA and the Supplemental Pre-Opening Services Agreement unless specifically and otherwise stated.

The Company has Area Developers in some areas. An Area Developer has purchased a territory, has the right to sell franchises in the territory on behalf of the Company, and provides certain support services to franchisees in the area. As of December 31, 2024, SCI had 7 Area Developers in 16 states. Depending upon your location, an Area Developer may provide certain services offered by the Company under the Franchise Agreement. This Disclosure Document is not an offer for an Area Development Agreement, nor does it contain an Area Development Agreement. Area Developers do not sign your Franchise Agreement and do not have responsibility for the management of sales or operations of franchisees.

You will compete with other businesses that offer a wide range of hair cutting and hair care services and that sell hair care products, similar to those offered by a Sport Clips business, including businesses which may be located in the same strip center as your Sport Clips franchise. Existing or new competitors in the market may offer similar goods and engage in aggressive promotions that may include discounting.

Affiliates

Sport Clips IP, LLC ("SCIP") and Sport Clips I Prop., Ltd. ("SCLTD") own several trademarks that are licensed to you by the Company under the Franchise Agreement. SCIP and SCLTD license the trademarks exclusively to the Company. The principal address of SCIP and SCLTD is 110 Sport Clips Way, Georgetown, Texas 78628. SCIP is a Texas corporation that was formed on August 22, 1995, and SCLTD is a Texas limited liability partnership that was formed on July 6, 2004. Neither SCIP nor SCLTD has ever offered franchises under any name.

Sport Clips International, Inc. (SCII), a Texas corporation, was formed on May 9, 2008, for the purpose of offering Sport Clips Master Franchisor Agreements in countries other than the United States. The principal address of SCII is 110 Sport Clips Way, Georgetown, Texas 78628. As of December 31, 2023, SCII has entered into a Master Franchise Agreement in Canada but has not offered or entered into any Master Franchise Agreements in any other country. SCII has never offered franchises under any other name.

GBS Texas, LLC ("GBS-TX") is a Texas limited liability corporation formed on December 31, 2018. The Company is the sole member of GBS-TX. The principal address of GBS-TX is 110 Sport Clips Way, Georgetown, Texas 78628. GBS-TX was formed for the purpose of owning and operating barbershops offering haircuts, shaves and other hair-related services, specializing in offering these and similar grooming services and retail products targeted at men and boys under the trade name "Gambuzza's Barbershop." As of December 31, 2024, GBS-TX owned 3 Gambuzza's Barbershop stores. GBS-TX has never offered franchises under any name and does not provide any goods or services to Sport Clips franchisees.

GBS Franchising, LLC ("GBSF") is a Texas limited liability corporation formed on January 3, 2019. The Company is the majority member in GBSF. The principal address of GBSF is 110 Sport Clips Way, Georgetown, Texas 78628. GBSF was formed for the purpose of franchising barbershops offering haircuts, shaves, and other hair-related and grooming services, under the

trade name “Gambuzza’s Barbershop”. As of December 31, 2024, GBSF has not offered franchises under any name and does not provide any goods or services to Sport Clips franchisees.

Predecessors and Parent Companies

There are no predecessors or parent companies required to be disclosed in this Disclosure Document.

All information contained in this Disclosure Document regarding the offer and sale of franchises applies only to such activity within the United States.

ITEM 2
BUSINESS EXPERIENCE

1. President and Chief Executive Officer: Gordon Edward Logan

Gordon Edward Logan has served as Chief Executive Officer of the Company since July 2020; he was elected to serve as President in April 2018. He was appointed as a Director in February 2018. He served as Chief Operating Officer from April 2017 to June 2020; he served as Vice President of Operations from January 2016 to April 2017. He has served as a Director of the International Salon/Spa Business Network, a trade association representing multi-unit operators of more than 15,000 salons since October 2017 and is currently serving as President.

2. Chairman of the Board of Directors and Treasurer: Gordon B. Logan

Gordon B. Logan served as Chief Executive Officer of the Company from 1995 to June 2020. He was elected Treasurer in September 2018. He has served as a Director of the Company since 1995. He has served on the Board of the VFW Foundation since October 2011. He served on the Board of the International Franchise Association (IFA) from January 2013 to February 2019 and is past Chairman of the IFA VetFran Committee. He has served as an Advisory Trustee of the Southwest Research Institute, San Antonio, Texas since February 2017. He served on the Board of the USO-Southwest Region from January 2020 to December 2021; he served on the Advisory Board of the USO Ft. Hood from 2016 to December 2022.

3. Second in Command: Vince Burchianti

Vince Burchianti has served as Second in Command for the Company in Saint Johns, Florida since January 2025. He held the role of Chief Financial Officer for Firehouse Restaurant Group, Inc. from November 2011 to August 2022.

4. Chief Marketing Officer: Martin Lee

Martin Lee has served as Chief Marketing Officer since April 2020. He served as Chief Marketing Officer for CarAdvise in Chicago, Illinois from September 2018 to March 2020.

5. Chief Technology Officer: Neelan Choksi

Neelan Choksi has held the role of Chief Technology Officer since June 2024. He previously worked as COO, Tasktop for Planview, Inc. from July 2022 to September 2022 and was President & COO for Tasktop Technologies from September 2010 until July 2022.

6. Senior Vice President of Operations: Michelle Selva Bondietti

Michelle Selva Bondietti has been the Company's Senior Vice President of Operations since February 2025. She held the position of Vice President of Operations Services from June 2024 until January 2025. Prior to joining SCI, Michelle held the role of Sr. Director Field Support for JCPenney Company, Inc. from September 2015 to February 2024.

7. Vice President: Bettye B. Logan

Bettye B. Logan has served as Secretary and Vice President of the Company and a member of SCIP since 1995.

8. Vice President of Finance: Sieglinde Irlbacher

Sieglinde Irlbacher has held the position of Vice President, Finance since June 2024. From July 2023 until June 2024, she served as Controller. Prior to joining the Company, she worked with EZCORP, Inc. as their Senior Manager, Operational & Corporate Accounting from May 2020 to July 2023. From October 2019 to April 2020, Sieglinde was a Professional Services Consultant for Cox Consulting Network.

9. Vice President of Digital Products: Bradley Smith

Bradley Smith has acted as the Vice President of Digital Products since September 2023. From March 2022 to October 2023, he worked as Head of Product for Green Room, Inc. and from July 2021 to March 2022 held the role of Director of Product Innovation. From September 2017 to June 2021 Bradley was Product Manager for Enverus.

10. Vice President of Company Stores: Chris McBratney

Chris McBratney has acted as the Vice President of Company Stores since February 2025. Prior to assuming this position, he was Senior Regional Director from October 2024 to January 2025. He started with the Company in March 2022 as Regional Director. Before joining Sport Clips, Inc., Chris was Director of Operations for Papa Johns Pizza from December 1998 to March 2022.

11. Vice President of Franchise Development: Jean Booth

Jean Booth has served as Vice President of Franchise Development for the Company in Houston, Texas since August 2011.

12. Vice President of Career Opportunities & Team Member Engagement: Julie Vargas

Julie Vargas has served as Vice President of Career Opportunities & Team Member Engagement since November 2018.

13. Vice President of Company Store Operations: Donna Whitaker

Donna Whitaker has served as Vice President of Company Stores in Bella Vista, Arkansas since November 2018.

14. Vice President of Operations Excellence: Earl Blood

Earl Blood has held the position of Vice President of Operations Excellence since May 2020. Earl served as the Company's Senior Director of Operations since February 2009.

15. Vice President of Franchise Legal Compliance & Programs: Shelly Walsh

Shelly Walsh has held the position of Vice President of Franchise Legal Compliance & Programs in Saint Johns, Florida since March 2025. She served as the Company's EPMO Director from April 2023 to February 2025. Before joining Sport Clips, Shelly was Senior Project Manager, E-Commerce for Southeastern Grocers from October 2022 to April 2023.

From May 2009 to August 2022, she was the Director of Franchise Programs for Firehouse Restaurant Group, Inc.

16. Vice President of State Government Relations: Leslie Roste

Leslie Roste has served as Vice President of State Government Affairs in Prairie Village, Kansas since January 2023. From January 2010 to December 2022, she was the National Director – Education & Industry Relations for King Research in Milwaukee, Wisconsin.

18. Vice President of Franchise Operations: Troy Hackmeister

Troy Hackmeister has held the role of Vice President of Franchise Operations for the Company in Everett, Washington since February 2025. From May 2023 to January 2025, he was Senior Regional Director. Troy was the Franchise Business Consultant for 7-Eleven in Seattle, Washington from January 2021 to April 2023. He was Senior Director of Operations for Vibe Restaurants from January 2019 to December 2020.

19. Regional Director: Nina Berrios

Nina Berrios has served as Regional Director in Plainfield, Illinois since January 2024. From October 2020 to January 2024, she held the role of Regional Coach. Before joining SCI, Nina was a Regional Coach for Kohler and Associates, LLC from June 2006 to October 2020.

20. Regional Director: Vi Camara

Vi Camara has held the position of Regional Director in Rocklin, California since October 2024. From October 2015 to October 2024, Vi was a Regional for SCI.

21. Regional Director: Marcus Holmes

Marcus Holmes has held the Regional Director position in Lorena, Texas since February 2025. Before joining SCI, from December 2018 until February 2025, Marcus was the Director of Franchise Development for Neighborly.

22. Regional Director: Bianca Huber

Bianca Huber has been a Regional Director for the Company in North Smithfield, Rhode Island since October 2024. From June 2019 to October 2024, Bianca was an Area Coach.

23. Regional Director: Steven Ray

Steven Ray has served as SCI Regional Director in Culleoka, Tennessee since January 2024. He also held this role from March 2019 to April 2023. Steven has been the Franchisee for DonutNV of Columbia, Tennessee since December 2022. He has also been the Franchisee for Knoa-Ice of Muletown – Culleoka, Tennessee since September 2021.

24. Regional Director: Rachael Sparkman

Rachael Sparkman has held the Regional Director position in Imperial, Missouri since October 2024. From November 2020 until October 2024, Rachael was an Area Coach. Before joining SCI, she worked as a Coach for Kohler and Associates, LLC from January 2015 to November 2020.

25. Regional Director: Janice Weishaar

Janice Weishaar has been a Regional Director since October 2024. She held the position of Regional Coach from October 2023 to October 2024 and was an Area Coach from December 2012 until October 2023.

26. Senior Director of Training: Sandra Goodman

Sandra Goodman has served as Senior Director of Training since December 2018.

27. Director of Franchise Development: Jerry Eulentrop

Jerry Eulentrop has served as Director of Franchise Development for the Company in Winfield, Missouri since July 2012.

28. Director of Franchise Development: Zack Klinger

Zack Klinger has held the role of Director of Franchise Development in Somerset, Wisconsin since July, 2024. Before his time with SCI, Zack worked for Authority Brands of Columbus, Maryland from March 2023 to June 2024. From March 2020 to August 2023, he held the role of Franchise Consultant for Agile Franchise Consultants, in St. Paul, Minnesota.

29. Director of Franchise Administration and Brand Excellence: Rebecca Geyer

Rebecca Geyer has served as Director of Franchise Administration and Brand Excellence since February 2019.

30. Member of the Board of Directors: Rick Herrman

Rick Herrman was elected to the Company's Board of Directors in December 1997. Since 2019, Mr. Herrman has served as Treasurer of Chihuahuan Desert Research Institute. From July 2020 to Sept. 2022 Mr. Herrman served as Executive Director and CFO of the Santa Fe Botanical Garden. Mr. Herrman has served on the Santa Fe Community Foundation Board since 2020, and presently serves as Treasurer and a member of the Executive Committee. From May 2023 to November 2024 Mr. Herrman served as Managing Director of Credit for the New Mexico Finance Authority. Mr. Herrman presently serves as Executive Director of Searchlight New Mexico.

31. Member of the Board of Directors: John W. Francis

John W. Francis was elected to the Company's Board of Directors in February 2009. He currently serves other non-competitive brands as a franchise industry consultant, strategic advisor, and keynote speaker.

32. Member of the Board of Directors: Robert Prosen

Robert Prosen was elected to the Company's Board of Directors in 2020. Mr. Prosen has been the CEO of The Prosen Center for Business Advancement since 2001. He is a leading business advisor specializing in business strategy and execution.

33. Member of the Board of Directors: Robert Cresanti

Robert Cresanti was appointed to the Company's Board of Directors in April 2021. Robert held the position of Senior Executive Director from July 2021 to December 2022 for Accenture, in Washington D.C. From March 2014 to April 2021, Robert was the CEO for the International Franchise Association in Washington, D.C.

ITEM 3
LITIGATION

We were not a party to any material civil actions involving the franchise relationship in the last fiscal year required to be disclosed in this Item, except for the following action filed by the Company.

Sport Clips, Inc. v. John W. Weber, et al., filed on June 25, 2024, case no. 24-1192-C425 in Williamson County, Texas. SCI filed a lawsuit naming several companies which owned Sport Clips franchises and their guarantor, seeking a declaratory judgment regarding SCI's rights under the Franchise Agreement arising from the defendant's failure to operate the franchises in accordance with the Sport Clips Operating Manual. No Answer was filed, and the parties settled the lawsuit with the defendants agreeing to transfer the rights to their franchised stores.

ITEM 4
BANKRUPTCY

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

ITEM 5

INITIAL FEES

Except as described in this Item, all new franchisees pay a \$69,500 lump sum franchise fee when they sign a MUDA (\$30,000 for the first Franchise Agreement, \$24,500 for the second Franchise Agreement, and \$15,000 for the third Franchise Agreement), and have the right to open 3 Sport Clips stores within a specified area and during a specified time over a period of 3 years. If we award a single store Franchise Agreement or a 2-store MUDA, the franchisee will pay a \$30,000 lump sum franchise fee when the franchisee signs a Franchise Agreement for a single store, or a \$54,500 lump sum franchise fee when the franchisee signs a Franchise Agreement with a 2-store MUDA (\$30,000 for the first Franchise Agreement and \$24,500 for the second Franchise Agreement). We will grant a 2-store MUDA if your store is in a city of less than 100,000 people and is at least 75 miles from any city that has more than 100,000 people. If we grant you a single store Franchise Agreement or a 2-store MUDA, you have no rights to buy additional franchises at a reduced price. There are no refunds under any circumstances. Examples of situations where we would award a single store Franchise Agreement or a 2-store MUDA would be: 1) a Sport Clips Store Manager who qualifies to become a franchisee; 2) a Veteran of the US Armed Forces who does not financially qualify for additional licenses; or 3) in areas where we, in our sole discretion, determine that it would be advantageous for the Sport Clips system to award single store Franchise Agreements or 2-store MUDAs. Examples would be in a highly developed area where there is room for only a few more licenses to be awarded, or in high-cost areas.

SCI participates in the International Franchise Association's VetFran program. Under this program, a new franchisee who is a veteran of the U.S. Armed Services, who has been honorably discharged, who has had at least one year of active service, is eligible to receive a 20% reduction on all initial franchise fees.

If you sign a MUDA for 3 or more stores, and you want to purchase additional stores after the commencement of your original Franchise Agreement and MUDA, it is our current policy to charge an initial franchise fee of \$15,000 per additional store license.

If you have 5 or more Sport Clips stores open and operating, it is our current policy to charge an initial franchise fee of \$12,500 per additional store license.

If we offer Supplemental Services in your area, you will sign the Supplemental Services Agreement that is Attachment E to the Franchise Agreement and pay a Supplemental Services Fee of \$5,000 for your first store, \$4,000 for your second store, and \$3,000 for your third store and any additional stores in one lump sum. See Item 7, Note 7, for more information regarding the Supplemental Services Agreement. The Supplemental Services Fee is not refundable under any circumstances. At the present time, we offer Supplemental Services in all areas and these services and fees are mandatory. Supplemental Service Fees are also required in cases of store relocation.

Before you open your Sport Clips store, you must purchase from the Company a point-of-sale software license to use in your store, and firewall security software. The cost for the point-of-sale software license is \$1,000. This fee is not refundable.

Before you open your Sport Clips store, you pay a Grand Opening advertising deposit of \$30,000 in one lump sum to promote your store in its local market area.

If you purchase an existing store from a Sport Clips franchisee and agree to make the required upgrades to the store as part of your purchase agreement with the seller, you will pay to SCI a deposit of one-half of the estimated total cost of the upgrades. The deposit will be fully refunded to you within 10 days after the required upgrades are completed.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
WEEKLY FEES			
Royalty	6% of Net Sales	Payable on Monday of each week by ACH transfer	Net Sales include all revenue from the franchise location. Net Sales do not include sales tax.
Advertising	\$300 per week, or 5% of Net Sales, whichever is more	Same as royalty fee	See Note 2
Training Fee	Base Training Fee of \$25.00 per week, plus a Percentage Training Fee of \$60.00 per week or 1% of Net Sales, whichever is more	Same as royalty fee	See Note 3
Stylist Recruitment Fee	1% of net sales	Same as royalty fee	See Note 4
Technology Fee	1% of net sales	Same as royalty fee	See Note 5
Local Advertising Coop Fee	Up to \$300 per week	Same as royalty fee	See Note 6. Payable only if you are in an area that votes to establish a local Advertising Coop.
Local Stylist Recruiting Coop Fee	\$100 per week, or 1% of net sales, whichever is greater	Same as royalty fee	See Note 7. Payable only if you are in an area that has an established local Stylist Recruiting Coop
Sport Clips Eric Gozur - Wayne McGlone Memorial Relief Fund Contribution	\$10.00 per week	Same as royalty fee	See Note 8
MONTHLY FEES			
Computer Software Monthly Maintenance Fee	\$165.00 per month currently	On the first Monday of each month	The fee includes support and updates to your required POS computer software. See Item 11. These fees are paid to a third-party vendor
Accounting Software Maintenance Fee	Not to exceed \$75 per month	On the first day of each month	Fees are paid by you to the franchisor or directly to third party supplier if such a program is established

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
IT Security Solution Firewall System	\$60.00 per month currently	On the first day of each month	Fees are paid by you directly to a third-party vendor and include PCI-DSS online tools

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
PERIODIC OR ONE-TIME FEES			
Supplemental Services Fee	\$5,000 for your first store, \$4,000 for your second store, and \$3,000 for the third store and any additional stores	Before you open your Sport Clips Store	See Item 7, Note 7
Meeting Registration Fees	Currently between \$720 and \$845 per person for the Annual Meeting. Subject to change, but will not exceed \$1,000 during the term of the Franchise Agreement	Upon registration for national and area meetings	
Renewal Fee	\$5,000 if you own fewer than 3 open franchised Sport Clips; \$3,500 if you own 3 or more open franchised Sport Clips	Upon renewal	
OTHER FEES			
Audit	Cost of audit plus 10% interest on underpayment	30 days after billing by ACH	Payable only if audit shows an understatement of at least 2% of gross sales for any month.
Transfer Fee	\$5,000 for the first store transferred, and \$1,000 for each additional store or license transferred if the transfers are in one transaction	Prior to consummation of transfer	Payable when you sell your franchise. No charge if franchise transferred to a corporation that you control. See Note 9

Fee for Failure to Maintain POS Computer System Communication	\$100 per week for each week, or portion of a week, that your POS Computer System is not maintained with the current approved software or required Internet connection so that we can access your sales data with our standard access software	Within 10 days of the end of the week that we cannot access your Computer System	
Fee for Failure to Timely Submit Financial Statements and Reports	\$100 per week for each week, or portion of a week, that you fail to submit financial statements or reports required under the Franchise Agreement	Same as royalty fee	

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Indemnification	All losses and expenses incurred	Upon being incurred by SCI	Payable only if SCI incurs liability because of your actions
Interest	Maximum permitted by law, on late royalties and advertising fees	Upon payment of late royalties and advertising fees	
Confidential Operating Manual Replacement Fee	\$250 per volume, or \$1,000 per set of volumes	Upon reissue of Confidential Operating Manual	Payable only if your Confidential Operating Manual is lost or destroyed
Extension Fee	\$5,000 per Franchise Agreement to extend the time by 1 year to open your stores as stated in the Development Schedule attached to your Franchise Agreement	Within 30 days of the date that your store should be open, but is not	This extension is at SCI's option See Note 10
Store Resale Assistance Fee	5% of sales price, with a minimum fee of \$5,000 and a maximum fee of \$10,000	Upon the closing of the sale of your store	Payable only if you execute a Resale Assistance Agreement requesting us to assist you in identifying a buyer for your store
Store Resale Broker Fee	Currently \$22,500	Upon the closing of the sale of your store	Payable only if you sell your store to a party that was referred to you by a business broker with whom we have an on-going relationship. The fee is paid by you directly to the Broker
Product Review Fee	SCI's out-of-pocket cost	Upon your request that SCI approve product	

Note 1

All fees are imposed by and are payable to the Company unless otherwise stated in the chart above. All fees are non-refundable unless it is otherwise stated in these Notes. All fees are uniformly imposed; however, older existing franchise agreements may allow franchisees to currently pay a lower advertising fund contribution and training fee until the time of the franchisee's renewal.

Note 2

The Company has established and administers an Advertising Fund. Under the Franchise Agreement, you are required to pay the greater of \$300 each week or 5% of your Net Sales for the previous week, as an Advertising Fund contribution. However, it is our current policy to charge you a total of 5% of sales and no more than \$650 per week as an Advertising Fund contribution. There is no minimum fee each week. For example, if 5% of your Net Sales for the previous week exceeds \$650, we will only charge you a maximum of \$650 for that week. We can change these policies at any time, and we review these policies in December of each year.

There may be additional advertising requirements contained in your premises lease. The extent of such advertising requirements in your lease may or may not be subject to negotiation; consequently, the extent of any such advertising obligation, if any, may be unknown to the Company.

Note 3

Under the Franchise Agreement, you are required to pay a weekly Base Training Fee of \$25 per week, plus a Percentage Training Fee of \$60 or 1% of Net Sales, whichever is more. However, it is our current policy to charge you no more than \$130 per week as the Percentage Training Fee. For example, if 1% of your Net Sales for the previous week exceeds \$130, we will only charge you a maximum Percentage Training Fee of \$130 plus the Base Training Fee of \$25 for that week. We can change this policy at any time, and we plan to review the maximum amount payable in December of each year; however, under the current Franchise Agreement we cannot charge you more than the Base Training Fee of \$25 each week plus the greater of \$60 or 1% of your Net Sales each week as the Percentage Training Fee. Other than the weekly training fee, there is no additional charge for this training although you or your employees may incur expenses related to travel to attend the training.

Note 4

Under the Franchise Agreement, you are required to pay a Stylist Recruitment Fee of 1% of your Net Sales for the previous week. However, it is our current policy to charge you no more than \$35.00 per week as the Stylist Recruitment Fee. For example, if 1% of your Net Sales for the previous week exceeds \$35.00, we will only charge you a maximum of \$35.00 for that week. We can change this policy at any time, and we plan to review the maximum amount payable in December of each year.

Note 5

Under the Franchise Agreement, you are required to pay a Technology Fee of 1% of your Net Sales for the previous week. However, it is our current policy to charge you no more than \$70.00 per week as the Technology Fee. For example, if 1% of your Net Sales for the previous week exceeds \$70.00, we will only charge you a maximum of \$70.00 for that week. We can change this policy at any time, and we plan to review the maximum amount payable in December of each year.

Note 6

If franchisees owning 75% or more of the stores in your market area vote to establish a local advertising cooperative, you are required to participate in the local advertising cooperative membership. The local advertising cooperative can assess each member store a fee of up to \$300 per week. The amount of the fee is decided by a vote of the cooperative's members. Currently, there are no active advertising cooperatives. See Item 11 for more information on the local advertising cooperatives.

Note 7

If franchisees owning 75% or more of the stores in your market area vote to establish a local Stylist Recruitment Cooperative, you are required to participate in the local Stylist Recruitment Cooperative membership. The local Stylist Recruitment Cooperative can assess each member store a fee not to exceed 1% of Net Sales and can establish a minimum fee not to exceed \$100 per week. Decisions on how the funds are to be allocated are also made by a vote of the cooperative's members. Currently, there are no active Stylist Recruitment Cooperatives. See Item 11 for more information on the local Stylist Recruitment Cooperatives.

Note 8

The Sport Clips Eric Gozur - Wayne McGlone Memorial Relief Fund ("SCEGWMMRF") is an emergency assistance fund supported by and available only to Sport Clips franchisees, their employees, and SCI employees. SCEGWMMRF was started with a donation from SCI in the amount of \$25,000. Stores owned by SCI contribute to the SCEGWMMRF at the same rate as franchised stores.

Under the Franchise Agreement, you are required to make a weekly contribution of \$10 per week. Under the current Franchise Agreement, we cannot raise your contribution to more than \$10 each week.

Contributions to the fund may be tax deductible to you. All contributions to the SCEGWMMRF go into a general fund (not specified or designated for any particular emergency or hardship), and any distributions undergo the review process as designated by an Independent Selection Committee which is comprised of the then-current Sport Clips Area Manager of the Year, the then-current Sport Clips Coach of the Year, 2 franchisees selected by the Team Leader Advisory Council, and a representative of the Chisholm Trail Community Foundation. A copy of the Operating Agreement and tax filings for the SCEGWMMRF is made available to any franchisee upon written request.

In the event that the Fund balance exceeds \$150,000, the Independent Selection Committee has the ability to contribute to the local or national Red Cross or similar charities responding to emergencies occurring in areas where Sport Clips stores are located, and which have been declared a Federal Disaster Area. In this event, the SEGCWMMRF balance will not be depleted below \$100,000 by such contributions.

Note 9

If you sell your business to an existing Sport Clips franchisee, you pay a reduced fee of \$2,500 for the first store or license that is transferred to the existing franchisee, and \$1,000 for each additional store or license that is transferred.

Note 10

You are required to open your stores as stated on a Development Schedule that is Schedule A of your Franchise Agreement. If you do not open a store by the due date, you may request, and SCI may grant you at its option, a one-time, one-year extension to open the store if you pay a fee of \$5,000 for each store that does not open according to the date stated on Schedule A.

ITEM 7**ESTIMATED INITIAL INVESTMENT****YOUR ESTIMATED INITIAL INVESTMENT**

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee	\$30,000-\$69,500 (Note 2)	Lump sum	Prior to Execution of Franchise Agreement	The Company
Travel and living expenses while attending initial training	\$1,000-\$2,000	As Incurred	During Initial Training	Airlines, Hotels and Restaurants
Real Estate	(Note 3)			
Opening Inventory	\$5,000-\$7,000 (Note 4)	Lump Sum	Prior to Opening	Suppliers
Fixtures and Equipment (including computer equipment)	\$52,000-\$61,500 (Note 5)	Lump Sum	Prior to Opening	Contractors and/or Suppliers
Leasehold Improvements	\$128,000-\$221,000 (Note 6)	Lump Sum	Prior to Opening	Contractors and/or Suppliers
Supplemental Services Fee	\$3,000-\$5,000 (Note 7)	Lump Sum	Prior to Opening	The Company
Professional Fees	\$3,000-\$8,000 (Note 8)	As Incurred	Prior to Opening	Suppliers
Permits and Licenses	\$3,000-\$6,000	As Incurred	Prior to Opening	Local and State Agencies
Lease Deposit	\$0-\$6,000	Lump Sum	Prior to Opening	Landlord
Signage	\$4,000-\$10,000 (Note 9)	Lump Sum	Prior to Opening	Suppliers

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Miscellaneous Opening Costs	\$3,000-\$5,000 (Note 10)	As Incurred	As Incurred	Suppliers, Utilities, etc.
Insurance	\$1,500-\$4,000 (Note 11)	Lump Sum	Prior to Opening	Insurance Company
Grand Opening Advertising	\$30,000 (Note 12)	Lump Sum	Prior to Opening	The Company
Additional Funds - 3 Months	\$25,000-\$40,000 (Note 13)	As Incurred	As Needed	Employees, Creditors and/or Suppliers
*TOTAL	\$288,500 - \$475,000			

*** Does not include Real Estate Costs, Royalties, or Marketing Fund Contributions.**

**** Except for the initial franchise fee (which reflects the cost for up to 3 stores), the amounts in the chart above reflect the estimated cost to open one store. The median investment to open one Sport Clips store during the previous calendar year was \$311,942**

Note 1

Except as stated in these Notes, none of the fees listed above are refundable once they are incurred by you. Neither the Company nor any affiliate of the Company offers financing for any of the fees listed above. See Item 10.

Note 2

When you sign a MUDA Agreement, the initial franchise fee is \$30,000 for the first store, \$24,500 for the second store, and \$15,000 for the third store. A total of \$69,500 is due in one lump sum when you sign the MUDA Agreement; therefore, there is no additional franchise fee due for the second and third stores. When you sign a 2 store MUDA Agreement, the initial franchise fee due is \$30,000 for the first store, and \$24,500 for the second store. A total of \$54,500 is due in one lump sum when you sign the MUDA Agreement; therefore, there is not additional franchise fee due for the second store. When you sign a single store Franchise Agreement, the initial franchise fee is \$30,000. If you purchase more than 3 franchises under a MUDA, the initial franchise fee is \$15,000 for each franchise that is in addition to 3 Sport Clips stores if these licenses are purchased at the time the MUDA is executed. If additional franchise licenses are purchased after the commencement of the MUDA, the cost is \$15,000 per license. See Item 5.

Note 3

Lease payments will vary significantly depending upon the geographic location, terms of the lease, the total area of your store, and various other fees for occupancy charged by the lessor. The typical space that the Company will approve will range from 1,000 to 1,500 square feet, although smaller or larger spaces may be approved in special situations. The rent may range from \$20.00 to \$60.00 (or higher) per square foot per year, depending on several factors. In most areas, rents typically run between \$30.00 and \$50.00 per square foot per year.

Note 4

The cost of initial inventory will vary depending on your store size. The estimated amount is based on our previous experience with opening Company-owned stores and franchisees. You are required to purchase an initial inventory of approved hair products for retail sale and in-store use.

Note 5

The cost of the fixtures and equipment will vary depending on the size, configuration, and location of your store. This amount includes such items as hair cutting furniture and equipment, television sets, merchandise displays, computer equipment, including a laptop for the store manager, and point-of-sale software. See Item 11 for a detailed description of computer equipment you are required to purchase for your store.

Note 6

The estimated amount for leasehold improvements is based on the Company's experience with opening 3 Company-owned stores during the previous calendar year for a space of 1,000 to 1,500 square feet, which is the size the Company will typically approve. Your cost of construction will depend upon the size of the space, whether the space is new construction or previously occupied, if there is a landlord allowance in the form of either cash or free rent, and your geographical area of the country. Depending on raw materials cost (such as steel, flooring, drywall and other construction materials), construction costs may vary significantly during the course of a year. If a landlord allowance is available, it can range from \$10 to \$40 per square foot, with the average being approximately \$25 per square foot range for new construction and approximately \$10 per square foot range for existing centers.

Note 7

If we or an Area Developer in your geographical area offer Supplemental Services, you are required to participate in this service plan. Currently, we offer these services in all areas. If you sign a MUDA, we will charge you a Supplemental Services fee of \$5,000 for the first store, \$4,000 for the second store, and \$3,000 for the third store and any additional stores.

Note 8

This estimate includes the cost of initial legal, accounting and architectural services. Some cities and/or landlords may require that you use a professional architect or engineer to complete the plans beyond that which is provided by our store designer.

Note 9

The estimated amount for signage includes both store front and in-store signs. Pricing will vary depending on your landlord's sign criteria. The cost of installing the signage is included in the estimated cost for Leasehold Improvements. The high estimate is for locations where signage on the rear of the building may be an option or required.

Note 10

This amount includes utility deposits, miscellaneous business licenses and permits. Some states require a tax deposit, which can be covered by a bond or interest-bearing deposit with a bank or with the state.

Note 11

Insurance requirements under the Franchise Agreement are summarized as follows:

Comprehensive General Liability	\$ 2,000,000
Worker's Compensation	Per state requirements
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 1,000,000
Business Interruption Insurance	\$ 200,000
Employment Practices Liability	\$ 500,000
Life Insurance (recommended)	\$ 1,000,000
Cyber Liability (recommended)	\$ 500,000

Insurance costs may not be uniform since premiums differ depending upon amounts of insurance acquired, the insurance company's assessment of risk, the location of the insured business and business premises, insurance requirements of the landlord as set forth in the business premises lease, and applicable law.

Note 12

The amount of \$30,000 is paid to the Sport Clips Ad Fund and is spent by the Ad Fund to promote your store in its local market area using a mix of public relations, promotions, advertisements, direct mail, coupons, and other marketing strategies determined by us and in our sole discretion. You may spend additional amounts on other promotional activities that are arranged by or approved by us.

Note 13

This estimates your initial start-up expenses. These expenses include payroll costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: How well you execute and how thoroughly you implement our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our product and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICE

You must purchase all equipment, supplies and inventory in accordance with specifications issued by the Company. These specifications include design, appearance and quality. You must also purchase inventory and equipment from our approved vendors. Our specifications for vendor approval include warranty, reliability and delivery. All specifications for inventory and vendors will be given to you upon your request.

In order to maintain a consistent image, store design and quality throughout the System, you are required to purchase for resale, and maintain a minimum inventory level of Paul Mitchell and other brands of hair care products as specified by Sport Clips from time to time. If you wish to purchase inventory or equipment not previously approved by the Company, or from an unapproved vendor, you must submit to us a written request. We will investigate the vendor and examine the product and assess whether or not the product will enhance the System's integrity and uniformity. We may charge you a fee that will not exceed the cost of our examination. Typically, we will give you a written response within 30 days. Our criteria for approving suppliers are available to franchisees at the franchisee's written request.

The Company maintains a National Vendor Program list. The vendors on the list are approved by us, and in many cases, we have negotiated purchase arrangements with these vendors, including price and credit terms. However, you are not prohibited from negotiating your own terms with these or other vendors.

We may purchase some supplies in large quantities to reduce the unit cost to you. These items are sold to you at our cost plus a markup to cover overhead and handling costs. Except for the salon point-of-sale software described below, you are not required to purchase these items from us, and these supplies will constitute less than 5% of your initial and on-going expenses. In the calendar year 2024, our total revenue from the sale of supplies, including the point-of-sale software, to franchisees was \$24,500, which was less than 1% of our total revenue. Our cost to purchase these supplies was approximately \$13,500.

Your purchases from SCI or our designated or approved sources or under our specifications will be approximately 70% of your total initial investment (not including the initial franchise fee) and approximately 7% of your ongoing expenses (not including royalties, training and advertising fees) in the operation of the Franchised Business.

You must purchase the Sport Clips point-of-sale computer software system for your store from the Company, because we are the only supplier of this system. We purchase the point-of-sale software from OpenSpend, Inc., dba Salon Ultimate ("OSI") in bulk, and mark up the price when we sell it to franchisees in order to cover our costs, for licenses and hosting other technology platforms. In the calendar year ending December 31, 2024, our revenue from the sale of the point-of-sale system to franchisees was \$24,500, which was less than 1% of our total revenue for the year 2024. Our cost during the year of 2024 to distribute the system and related supplies was \$13,500. The cost of the point-of-sale software system from SCI is less than 1% of your total purchases in connection with establishment of your store. SCI's subsidiary, SCOS Investments, LLC, holds warrants in and a convertible note from OSI, but does not provide any services or products to franchisees. See Item 11 for more information on the computer software you are required to purchase.

CDW, LLC, in Vernon Hills, Illinois, is the only approved supplier of certain computer hardware you are required to purchase. OpenSpend, Inc. allows its proprietary software to be loaded onto the computer by CDW, LLC who tests it before selling it to you. Except for its agreement to supply Sport Clips franchisees and Area Developers with computer hardware, we are not affiliated with CDW, LLC and we do not derive any income from your purchase of computer hardware from CDW, LLC. The cost of the computer hardware that you are required to purchase from CDW, LLC is less than 2% of your total purchases in connection with establishment of your store. See Item 11 for more information on the computer you are required to purchase.

We do not seek or accept commissions or any other payments or consideration from approved vendors. Some vendors may contribute to the cost of hosting an annual or area meeting for franchisees. In this case, we may accept the contribution and, if the contribution is in cash, we will deposit the contribution into our general operating account.

If you are in an area where we or an Area Developer offers certain Supplemental Services, then the Company or the Area Developer is the only approved vendor for these services. These services include assistance with site review, working with the store designer or architect, soliciting and comparing construction bids, assistance with ordering signs, and coordination with your general contractor. The charge for Supplemental Services is less than 2% of your initial startup costs. During the calendar year of 2024, our total revenue for supplemental services provided to franchisees was \$96,000 and \$11,000 of this amount was paid to Area Developers for the services they provided. The remaining amount of \$85,000 from these fees was less than 1% of our total revenue for the year 2024.

Your premises lease is subject to the Company's approval. In order to obtain our approval, the lease must include the following provisions:

- 1) The premises are used for the business licensed under the Franchise Agreement.
- 2) The Company will have the right to enter the premises to make any modifications necessary to protect our Proprietary Marks.
- 3) Upon the written request of the Company, the landlord will supply us with a written copy of the lease, your account information, sales reports, and any other related information.
- 4) The Company will have the option, but not the obligation, to assume the lease and occupy the business premises, with the right to sublease to another franchisee, upon the default, termination or expiration of the Franchise Agreement or the lease. The landlord will give the Company 30 days upon termination of your rights under the lease to exercise its option.
- 5) The lease may not be amended, assigned or sublet without the Company's prior written approval.

Insurance requirements under the Franchise Agreement are summarized as follows:

Comprehensive General Liability	\$ 2,000,000
Worker's Compensation	Per state requirements
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 1,000,000
Business Interruption Insurance	\$ 200,000
Employment Practices Liability	\$ 500,000
Life Insurance (recommended)	\$ 1,000,000
Cyber Liability (recommended)	\$ 500,000

You may purchase the required insurance from any source. Insurance costs may not be uniform since premiums differ depending upon location, amounts of insurance acquired, the insurance company's assessment of risk, the location of the insured business and business premises, insurance requirements of the landlord as set forth in the business premises lease, and applicable law.

Other than as disclosed in this Item, neither the Company, nor any officer of the Company, nor any affiliate of the Company, is an approved supplier, the only approved supplier, or owns any interest in an approved supplier, for any products or services offered by you in a Sport Clips store, nor does the Company or any affiliate of the Company derive revenue or any other material consideration as a result of required purchases or leases.

As of the date of this Disclosure Document, there are no purchasing and distribution cooperatives in the Sport Clips System, except as disclosed in this Item. We provide no material benefits (such as renewal or granting additional franchises) based on your use of designated or approved sources.

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	DISCLOSURE DOCUMENTITEM
a. Site selection and acquisition	Articles I(B), IV(A), V(B) and V(C) of Franchise Agreement	Items 6 and 11 in the Disclosure Document
b. Pre-opening purchases/leases	Articles V(E) and V(J) of Franchise Agreement	Item 8 in the Disclosure Document
c. Site development and other pre-opening requirements	Article V of Franchise Agreement	Items 6, 7 and 11 in the Disclosure Document
d. Initial and on-going training	Article V(F) of Franchise Agreement	Item 11 in the Disclosure Document
e. Opening	Articles IV(A), V(D), V(E), and V(F) of Franchise Agreement	Item 11 in the Disclosure Document
f. Fees	Article III of Franchise Agreement	Items 5 and 6 in the Disclosure Document
g. Compliance with standards and policies/Policies & Procedures Manual	Articles Article V(J), V(K), V(L), and VII of Franchise Agreement	Item 11 in the Disclosure Document
h. Trademarks and proprietary information	Article VI of Franchise Agreement	Items 13 and 14 in the Disclosure Document
i. Restrictions on product/services offered	Articles V(I), V(J), V(K) and V(L) of Franchise Agreement	Item 16 in the Disclosure Document
j. Warranty and customer service requirements	Article V(N) of Franchise Agreement	Item 11 in the Disclosure Document
k. Territorial development and sales	None	Not Applicable
l. On-going product/service purchases	Articles V(K) of Franchise Agreement	Item 8 in the Disclosure Document
m. Maintenance, appearance and remodeling requirements	Articles II(B)(2), V(E), V(J) of Franchise Agreement	Item 11 in the Disclosure Document

OBLIGATION	ARTICLE IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
n. Insurance	Article X of Franchise Agreement	Items 6 and 8 in the Disclosure Document
o. Advertising	Article IX of Franchise Agreement	Items 6 and 11 in the Disclosure Document
p. Indemnification	Articles X(A), XI(F)2, XI(H), and XVI(E) of Franchise Agreement	Item 6 in the Disclosure Document
q. Owner's participation/management/staffing	Articles V(F)(1) and (V)(F)(2) of Franchise Agreement	Items 11 and 15 in the Disclosure Document
r. Records/reports	Article VIII of Franchise Agreement	Item 6 in the Disclosure Document
s. Inspections/audits	Article VIII(G) of Franchise Agreement	Items 6 and 11 in the Disclosure Document
t. Transfer	Article XI of Franchise Agreement	Item 17 in the Disclosure Document
u. Renewal	Article II of Franchise Agreement	Item 17 in the Disclosure Document
v. Post-termination obligations	Article XIII of Franchise Agreement	Item 17 in the Disclosure Document
w. Non-competition covenants	Article XIV of Franchise Agreement	Item 17 in the Disclosure Document
x. Dispute resolution	Article XVII of Franchise Agreement	Item 17 in the Disclosure Document

ITEM 10

FINANCING

SUMMARY OF FINANCING OFFERED

Item Financed (Source)	Source of Financing	Amount Financed	Down Payment	Term (years)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right Upon Default
Initial Franchise Fee	None	None								
Financing for build-out, inventory, equipment and fixtures	None	None								
Lease Space (Note 1)	SCI	Guarantee of Lease	1 or 2 months of rent	5-10 years	None	None	None	Personal Guaranty, Equipment, Fixtures and Inventory	Loss of franchise, and unpaid rent and attorney fees	None
Financing for Additional Stores (Note 2)	SCI	Guarantee of Loan	Varies	5-7 years	Varies	Varies	Varies	Personal Guaranty, Equipment, Fixtures and Inventory	Loss of franchise, liquidated damages of two months payments under the loan, and attorney fees	None

Note 1

In some cases, we will guarantee your lease with a third party if you have acceptable credit and that is the only way to obtain an exceptional location. (Agreement to Guaranty Lease, Section 3). If we agree to guarantee your lease, you, your corporation and all the shareholders of your corporation, or all the members of your limited liability company must execute our Agreement to Guaranty Lease, a copy of which is included in Exhibit E to this Disclosure Document (See Item 22). We will charge you a fee for this guarantee, equal to two months' rent (including your "Triple Net Charges" that you pay to the landlord, which include Common Area Maintenance, taxes and insurance allocations) if you are a new franchisee, and one month's rent (including Triple Net Charges) if you already have at least one open Sport Clips store. For leases with terms of 10 years, these charges will be adjusted to an amount equal to four months' rent (including Triple Net Charges) if you are a new franchisee and two months' rent (including Triple Net Charges) if you already have at least one Sport Clips store open. We will require your personal guaranty, and the personal guaranty of all shareholders and members if you are a corporation or a limited liability company, and we will also require a security interest in your equipment and fixtures. (Agreement to

Guaranty Lease, Section 2). Generally, leases can be prepaid without penalty at any time during the term. We require that you pledge your fixtures, equipment and inventory as collateral for our guaranty (Agreement to Guaranty Lease, Section 9). If you do not make a rent payment on time and the landlord seeks payment from us, we have the right to collect the unpaid rent plus an additional two months' rent as liquidated damages. (Agreement to Guaranty Lease, Section 7). We can also obtain court costs and attorney's fees if a collection action is necessary. (Agreement to Guaranty Lease, Section 14).

Note 2

In some cases, we may guarantee your loan with a third-party lender for your second or other additional stores if you have acceptable credit and you have identified a location that we believe is an exceptional location. This program is not available for a first Sport Clips location owned by you. In order to qualify for this program, you must be in full compliance with your existing Franchise Agreements. If we agree to guarantee your loan, you and your corporation and the shareholders of your corporation or members of your limited liability company must execute our Guaranty, a copy of which is included in Exhibit F to this Disclosure Document (see Item 22). We require that you pledge your fixtures, equipment and inventory as collateral for the guaranty (Guaranty, Section 9). We charge a fee for this guarantee that is 5% of the loan amount, and you must pay this amount before closing the loan. If you do not make a note payment on time and the lender seeks payment from us, we have the right to collect the unpaid note payment plus an additional two months' payment under the note as liquidated damages (Guaranty, Section 7). We can also obtain court costs and attorney fees if a collection action is necessary (Guaranty, Section 14).

Except as disclosed in these Notes, the Company does not offer financing that requires you to waive notice, confess judgment or waive a defense against the Company, although you may lose your defenses against the Company and others in a collection action on a note that is sold or discounted. SCI does not have the practice or intent to sell, assign or discount to a third party any part of the financing arrangement. The Company does not receive direct or indirect payments for placing financing. The Company does not arrange financing from other sources.

Except as disclosed in Notes 1 and 2, the Company does not offer financing or guarantee your obligations to third parties.

ITEM 11

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

Except as listed below, the Company is not required to provide you with any assistance.

Before you open your business, the Company or the Area Developer will:

1) Review and approve your location within 30 days of your request, including a completed Site Package that conforms to our requirements for information to be included for us to make an informed decision regarding your proposed site, but this review and approval is not a warranty or guarantee of the likelihood of success of your Sport Clips business (Article IV.A.1). We do not own premises that are leased to franchisees.

The Company generally approves sites in shopping centers that have adequate parking, are in a market that serves at least 25,000 people, and are highly visible. Our approval of your site is not a guarantee of success, and we only verify that the site meets our minimum requirements. We do not verify the strength of co-tenants or the likelihood that the co-tenants may vacate the center in the future. We do not research highway department plans for roads in the area, and highway construction may affect the accessibility of your location. We do not research city, county, state or federal plans for future development in your area.

The Company may review a site before you sign the Franchise Agreement. However, you usually sign your Franchise Agreement before you have selected a site and before we have approved your site. We will approve or disapprove your site within 30 days of receiving written notice from you of a selected site, including a completed Site Package that conforms to our then-current requirements for information to be included for us to make an informed decision regarding your proposed site. You have one year from the date you sign a Franchise Agreement to obtain our approval for a location and to open a store. If you do not obtain our approval of a location and open a store within this one-year period, your Franchise Agreement and development rights will be terminated, and you will lose your initial franchise fee unless you pay the Extension Fee. See Item 6 for more information about the Extension Fee.

If you have signed a Franchise Agreement, and we become aware of a potential site in your area, we may refer you to the site for your appraisal. However, by referring the site to you for your appraisal, we are not recommending or endorsing the site. We maintain a written Real Estate Priority Policy that outlines how we notify franchisees in the same geographical area of available sites that come to our attention. Upon your request, you may review this Policy before you sign the Franchise Agreement.

2) Within 30 days of signing the Franchise Agreement, provide written specifications for store construction or remodeling and for all required and replacement equipment, inventory and supplies (Franchise Agreement, Article IV.A.3). See Item 8 of this Disclosure Document. We do not provide, install or deliver these items directly, but provide you with the names of approved suppliers.

3) Within 12 months of signing your Franchise Agreement, train and instruct you and one other person (Franchise Agreement, Article IV.A.4).

4) Within 12 months of signing your Franchise Agreement, and before you open your store, train your store manager (Franchise Agreement, Article IV.A.4). We may provide this training in your local market area if there is a training facility in the area. If there is no training facility, your manager will travel to another market area to receive this training. We do not charge a fee for this training, but you will need to pay the travel and living expenses for your store manager during the

training, which is usually 1 or 2 weeks in duration, depending on the skill level and experience of your manager.

5) Within 12 months of signing your Franchise Agreement, and during the week before your first store opens and for three to five days after your store opens, provide on-site assistance to you at your store location (Franchise Agreement, Article IV.A.5). The time that the Company or an Area Developer spends at your location will vary at our discretion but will typically decrease as you gain experience in opening stores. This on-site assistance may, at your request, include training of your stylists. We may provide some of this training at a central training center in your market area.

Franchisees typically open their first store from 6 to 12 months after signing the Franchise Agreement. The factors which affect this time include identification of an agreement on a site, lease negotiations with the landlord, permitting with the city or county, store construction, delayed installation of equipment, fixtures, and signs, and merchandising.

During the operation of your franchised business, the Company or the Area Developer will:

- 1) Provide you with the Company's updated standards and specifications.
- 2) Provide periodic inspections of your business and evaluate the products and services which you sell.
- 3) Provide recommended prices for services and products.

The Company is not obligated under the Franchise Agreement to conduct advertising. However, the Company operates advertising programs and provides marketing, advertising and public relations programs, creative resources and collateral materials and services to you through the Advertising Fund. Materials provided by the Advertising Fund to all franchisees are prepared by the Company's in-house marketing team, or by outside professional creative, marketing or advertising agencies. The materials include audio and video assets to support traditional media channels such as radio and television, as well as digital, social and streaming creative needs. In addition, print advertisements and other collateral brand materials are developed by the SCI marketing team. You will receive these materials at no additional charge, and by request, or you may create materials using approved templates available on the Company's web-based marketing repository. The Advertising Fund also uses at least 80% of the weekly Ad Fund Contribution for consumer marketing, some of which may be spent in the markets where the funds were contributed although there is no requirement to spend any certain percentage of these funds in the areas where the stores that contributed are located. If you wish additional advertising over and above what is placed by the Company for you through the Advertising Fund, you must place these advertisements at your own cost.

You may develop advertising materials for your own use, by submitting an ad request form or, using pre-approved Sport Clips templates. You may also develop ads without using a pre-approved template at your own cost. However, the Company must approve, in advance and in writing, the use of any advertising materials that are not created by the Company or created without a pre-approved template. If you do not receive written disapproval from the Company within 30 days from the date we receive the materials, you may use the advertising materials. You may not advertise over the Internet except as approved by the Company.

In the past, the Company has negotiated fees paid to celebrities to represent Sport Clips. We are not paying any fees to celebrity spokespeople at this time. We will continue to consider the use of celebrities when we develop new advertising campaigns. Major League Baseball (MLB), National Basketball Association (NBA), National Hockey League (NHL), National Football League (NFL), NASCAR, National Collegiate Athletic Association (NCAA) and other sponsorship agreements may be paid out of the Advertising Fund to build the brand at a national as well as the

regional and local level. The company pay social “influencers” via its social media programs and contracts either directly with those influencers or via talent agencies.

The Company is reimbursed by the Advertising Fund to cover the cost of administering the Fund. The Advertising Fund is used to promote the products and services sold by franchisees and is not used to sell additional franchises.

The Advertising Fund collects advertising contributions from all franchisees and from all Company-owned stores that contribute to the Advertising Fund on the same basis as franchisees. Company-owned stores contribute an amount to the Advertising Fund at the level that is charged to all new franchisees.

All payments to the Advertising Fund must be used for administration expenses, market research, cost of producing and distributing advertising materials, cost of promotional prizes and fulfillment, development and hosting of digital and social consumer marketing platforms, celebrity and social influencer spokesperson fees, NASCAR or other sports sponsorships and associated activation costs, cause related sponsorships, public relations support, stylist recruitment advertising, and charges for placing consumer advertising in a variety of media selected by the Company. You must contribute the amounts described in Item 6, under Note 2.

The Advertising Fund is administered by the Company's Chief Marketing Officer (See Item 2). We administer the Fund to ensure uniformity of the marketing message, and to ensure the most cost-effective media mix. Sums that you contribute to the Advertising Fund are maintained in a separate account, and we allocate the funds as we deem appropriate in our sole discretion. We may make a reasonable allocation for overhead expenses we incur in administering and managing the Fund, including all or part of some employee salaries and their fringe benefits. During the last fiscal year (ending on December 31, 2024), the Advertising Fund spent 91.9% of its disbursements on consumer advertising, including but not limited to, media purchases, sports sponsorships, web platforms (including digital and social sites), creative development, app development, cause and veteran related programs, public relations, promotional items, and collateral materials. In 2024, 0.1% of its disbursements were advertising contributions to the Stylist Recruitment Fund, 2.4% to the Technology Fund; and 7.1% on administrative expenses. The Company uses outside advertising agencies for a portion of the Fund's creative development and ad production. 2.7% of disbursements went to agency fees. The Company also uses digital agencies to place ads on a variety of media channels. Advertising fees not spent in the year they are collected remain part of the Advertising Fund and are carried forward to the next year. No part of the Advertising Fund is used exclusively to solicit franchisees, but we reserve the right to include a notation in any advertisement indicating that franchise opportunities are available. If the Company includes such notation, the Company will reimburse the Advertising Fund for its proportionate share of its use of the materials.

An annual unaudited accounting of the Advertising Fund expenditures is available to all Franchisees upon written request, usually in the first quarter of each year. The Company provides additional accountings and quarterly and/or annual plans to Franchisees as it deems necessary in its sole discretion, or upon a franchisee's written request.

The Company does not represent or warrant that contributions to the Advertising Fund will be spent in any local market in proportion to contributions made by franchisees in that market. The Company's right and discretion to place advertising and spend funds is not required to be proportionate to the Advertising Fund income received from any local market or from any particular franchisee. The Company is not required to spend any amount on advertising in your area or territory.

The Company may initiate marketing programs intended to enhance sales. These may include, by way of illustration and not of limitation, coupons, gift certificates, combination or

interchange programs with other companies, print advertising, direct mail, and email, text, digital and social messaging. You are obligated to participate fully in all such programs according to their terms as prescribed by the Company, and you are required to honor discounts and redeem coupons, up to a redeemed value of \$5,000 each year, that are part of any local, regional, or national marketing programs or promotions sponsored or approved by the Company or the Advertising Fund. You are required to fully participate in any local or national gift card program designated or organized by the Company.

Currently, the Company consults with the Team Leader Advisory Council ("TLAC") and the Area Developer Advisory Council ("ADAC") to provide advice and counsel to the Company in preparation and execution of marketing programs. However, we have the final authority to direct expenditures from, and administer, the Advertising Fund. The TLAC consists of 5 franchisees elected by their peers, one franchisee appointed by the elected members, and one franchisee appointed by us. The ADAC consists of 3 Area Developers elected by their peers. Other than the TLAC and the ADAC, there is no committee or council of franchisees that has the primary purpose of advising the Company on, or participating in, the administration of the Advertising Fund.

Under the Franchise Agreement the Company does not have the power to require advertising cooperatives to be formed, charged, dissolved, or merged. However, under the Franchise Agreement, when franchisees owning 75% or more of the stores in your area market vote to establish a local advertising cooperative, you are required to participate in the local advertising cooperative membership. The rules of the local cooperative are established by the adoption of by-laws drafted by the participating stores and are subject to our approval. An annual financial statement available for review by the participating franchisees is a condition of our approval. This financial statement does not need to be audited unless the cooperative votes to require an audit. The cooperatives can include collective advertising for employee recruitment if there is no Stylist Recruitment Cooperative active in the area. Contributions to the cooperatives are determined by a majority vote of the franchisees within the respective areas, with each open store receiving one vote, but cannot be more than \$300.00 per week. If we own a store in the market area, our store will not vote to establish the local advertising cooperative, but our store will belong to the cooperative if it is formed. The Company-owned store will also pay the same contribution to the cooperative as franchised stores and will have the same voting rights within the cooperative as franchised stores. Currently, there are no advertising cooperatives that assess its members. You are not required to participate in any other advertising funds or programs that are not described in this Item.

Under the Franchise Agreement the Company does not have the power to require Stylist Recruitment Cooperatives to be formed, charged, dissolved, or merged. However, under the Franchise Agreement, when franchisees owning 75% or more of the stores in your market vote to establish a local Stylist Recruitment Cooperative, you are required to participate in the local Stylist Recruitment Cooperative membership. The rules of the local cooperative are established by the adoption of by-laws drafted by the participating stores and are subject to our approval. An annual financial statement available for review by the participating franchisees is a condition of our approval. This financial statement does not need to be audited unless the Cooperative votes to require an audit. Contributions to the Cooperatives are determined by a majority vote of the franchisees within the respective areas, with each open store receiving one vote. The local Stylist Recruitment Cooperative can assess each member store fee of up to \$100.00 per week or 1% of Net Sales, whichever is greater. If we own a store in the market area, our store will not vote to establish the local Cooperative, but our store will belong to the Cooperative if it is formed. The Company-owned store will also pay the same contribution to the Cooperative as franchised stores and will have the same voting rights within the Cooperative as franchised stores. Currently, there are not any Stylist Recruitment Cooperatives that assess its members. You are not required to participate in any other stylist recruitment funds or programs that are not described in this Item.

You must purchase at least one Dell Windows 11 computer system designated for point-of-sale (POS) operations, and two ELO client-facing self-check-in systems (kiosks), a client-facing digital display to show the POS wallboard, up to two EMV-enabled integrated payment terminals, up to two EMV-enabled mobile payment terminals, a portable notebook or laptop for the store manager, a cash drawer, the necessary software, and required peripherals for each of your Sport Clips stores to support electronic communications and POS recordings. These systems track sales, cash received, and other essential operational data.

You are required to purchase the POS system through CDW which is pre-imaged with the necessary software and is built to the Company's required specifications. These specifications are:

- All-in-one Core i5 i5-14500 / up to 5 GHz
- SSD 512 GB
- UHD Graphics 770
- Win 11 Pro
- BTS
- RAM 16 GB
- NVMe, Class 35
- IEEE 802.11ax (Wi-Fi 6E), Bluetooth, Gigabit Ethernet
- monitor: LED 23.81" 1920 x 1080 (Full HD) @ 60 Hz touchscreen
- 3 Years Basic Onsite Service after Remote Diagnosis with Hardware-Only Support

We have independent access to the sales, information and reports generated on this computer system, and we will poll your computer system at least daily to collect this information. The Franchise Agreement does not limit our ability to collect information through your computer system.

The cost of the computer system(s) and its required peripherals for the typical store design, including the POS system and the Manager's laptop, is currently approximately \$7,500. You are also required to purchase the current mandated managed firewall IT Security solution and the included IT Security online tools. There is currently a cost of \$60 per month for the managed IT Security solution hardware. Some of these items must be purchased from OpenSpend, Inc., CDW, Best Buy, Acumera or other approved vendors.

The cost of the point-of-sale software license that you must purchase from the Company is currently \$1,000 for each store. There also may be a POS license transfer fee which must be paid upon the transfer of your store. This fee is currently \$500 for OpenSpend POS. You must also have an always-on broadband Internet connection with a minimum of 100 mbps download and 20 mbps upload speed in your store which runs through the mandated firewall IT Security solution for the POS. There is also Guest wi-fi available for Clients, which when turned on with the POS above, will require a minimum internet connection of 100 mbps download and 30 mbps upload speed. An additional internet camera system may require much higher bandwidth needs depending on the solution. Under the Franchise Agreement, you are required to pay a Technology Fee of 1% of your Net Sales for the previous week. However, it is our current policy to charge you no more than \$70.00 per week as the Technology Fee. We can change this policy at any time, and we review the maximum amount payable in December of each year. Additional fees for PCI DSS compliance and computer security, up to but not exceeding \$100 per month, may also be mandated to ensure compliance with current credit card security standards.

You have an obligation under the Franchise Agreement to update or upgrade the store hardware or the software within a maximum of 5 years from purchase and/or when updates become available. We may ask you to upgrade your store hardware within 5 years if the operating system is no longer viable for our software platforms or is an IT Security risk, this includes, but is not limited to, the current operating system becoming 'end of life' (EOL) and no longer supported (EOS), by the original equipment manufacturer (OEM). Additional fees will be mandated, up to \$250 a month per store, for the Company and or POS vendor to support equipment that is older than 5 years old. The Franchise Agreement does not set a limit on your obligation to keep current with computer updates. Currently, the software supplier (not SCI) charges you a monthly fee of \$165.00 to maintain the POS software system, and this fee includes upgrades and updates to the POS software system and telephone technical support. Except for upgrades to the POS software, we cannot predict the cost of future upgrades for other software or hardware, because these costs are set by the manufacturers.

You are required to adhere to the current Payment Card Industry Standards known as PCI-DSS 4.0 and/or any IT Security substitute mandated by the Company. You must pay the costs associated to comply with these standards. Under the Franchise Agreement, you are required to provide the Company, at our request, with evidence of the required computer security compliance and give us all available copies of an audit, scanning results, or documents relating to your compliance. You are required to notify the Company immediately if you suspect or have been notified by any third party or government agency of a possible security breach related to the POS used in any store.

We host a web enabled application available via your browser which allows you to view data and reports from your Store and modify settings in your Store remotely via an Internet connection.

Upon registration in the initial training program, we will lend to you one copy of Sport Clips Operating Manuals that contain mandatory and suggested standards and procedures. The Manuals and the periodic updates are distributed through our intranet system. The Manuals are confidential and remain the Company's property. The Company may modify this Manual at any time, but the modifications will not alter your status and rights under the Franchise Agreement. The Operating Manual and the Franchise Agreement require you to keep your Sport Clips stores open all 7 days of the week, including Sundays, unless prohibited by law or your premises lease. The table of contents of the Manual is as follows:

Subject	Number of Pages
Franchise Manual	169
Store Operations	146
Salon Ultimate Online Documentation for Stylists, Managers, Franchisees	88 3 hours of video
Sample Store Team Member Handbook	61
Management Training Camp	351
Grand Opening Recruitment Resource Guide	16

Guide to Successful Neighborhood Marketing	18
Grand Opening Toolkit	10
Total Number of Pages	859

The initial training program is generally offered once a quarter. It is conducted at the Company's office in Georgetown, Texas. This training program is mandatory for all new franchisees. You must complete the initial training program to our satisfaction approximately 5 months before you may open your business. Sandy Goodman is in charge of the training program. See Item 2 for Ms. Goodman's experience. The minimum level of experience of the instructors in the field that is relevant to the subject taught and our operations is 3 years, and the average number of years of experience in the respective fields of the instructors is 20.

The Company does not charge for the initial training program, but you must pay the travel and living expenses for you and one other person. Training materials consist of electronic copies of the Training presentations, numerous digital lessons, videos and various handouts.

The following table describes our initial training program as of the end of our most recent fiscal year:

TRAINING PROGRAM				
Subject	Hours of Classroom Training	Hours of Self Paced or E-Learning	Hours of Field/On the Job Training	Location
Team Leader Orientation	1	1	1	Virtual or Area Developer's Pilot Store
Orientation Lessons (Business, Operations, Team Development, Marketing)		23		At any location chosen by you, including your home, that has Internet access
Core Camp Prerequisites		3		-
Core Camp Day 1: All Star Haircutting & Client Experience Standards Follow-up	6		1.5	Area Training Center or in Your Store/Virtual
Core Camp Day 2: Movement & Blending, Beard Grooming	6		2	Area Training Center or in Your Store/Virtual
Team Member Orientation	N/A		4	Area Training Center or in Your Store
Management Training Camp	36		N/A	Area Training Center or in Your Store/Virtual
Sport Clips Standards	4		31	Classroom training in Area Training Center.
Business Planning & Tools	5	2	2	Classroom training in Georgetown, Texas, and field training in Area Training Center

Compensation Plans	2	1	N/A	Classroom training in Georgetown, Texas
Operations	2			
Scheduling and Productivity	3		N/A	Classroom training in Georgetown, Texas
Culture and Communication	3		N/A	Classroom training in Georgetown, Texas
Feedback, Coaching and Counseling	2		N/A	Classroom training in Georgetown, Texas
Team Recruitment, Interviewing & Hiring	6		2	Classroom training in Georgetown, Texas, and field training at Area Training Center or virtual/online
Grand Opening Process and Supplier Management	4		N/A	Classroom training in Georgetown, Texas
Marketing	2		N/A	Classroom training in Georgetown, Texas
Training & Development	2		N/A	Classroom training in Georgetown, Texas
Post-Class Action Plan	0.5		N/A	Classroom training in Georgetown, Texas

In addition to the classroom and field training outlined above, self-paced activities and eLearning modules are included that will take approximately 30 hours to complete.

The Company will bear the cost of instruction and training materials for your Manager, Coordinators and Stylists for most training, but you are required to pay for a mannequin tripod for training purposes as part of your initial investment. You will also need to pay for the cost of mannequin heads used by your Stylists in virtual haircutting classes sponsored by SCI. Currently, the cost of mannequin heads average \$39.50.

The Company holds an annual national meeting and area meetings to discuss sales techniques, merchandising, and advertising programs. Currently, we charge a registration fee between \$790 and \$895 per person for these meetings. You and your Manager are required to attend the national meeting. This fee may increase in the future but in no case will it exceed \$1,000 per person per year during the term of your Franchise Agreement. Your Assistant Manager and Stylists may also attend the national meeting if you pay the required registration fee which, for these employees, is currently a minimum of \$565 per person. You must pay all your travel and living expenses when you attend the annual or area meetings. These meetings are held at locations chosen by the Company. If you are not in default of the Franchise Agreement, and you and your Store Manager attend the entire annual national meeting and required seminars, we will pay you \$1,300 within 30 days after the annual national meeting. If your store is open for less than 12 months, or if you have been a party to this Franchise Agreement for less than 12 months, at the time your first attendance of the national meeting since the date of signing this Franchise Agreement, we will pay you \$100 for each full calendar month your store has been open and operating under that store's current Franchise Agreement at the time of the annual national meeting. You must be in compliance with and cure any existing defaults under the Franchise Agreement as well as complete all attendance requirements within 7 months of the conclusion of the annual national meeting or you will irrevocably forfeit the \$1,300.00 payment.

ITEM 12

TERRITORY

Each Sport Clips Franchise Agreement is for one specific location approved by the Company, and you must receive the Company's permission before relocating.

You will receive an exclusive territory during the initial 5-year term of your Franchise Agreement. The territory is the lesser of a 1-mile radius around your location or a radius around your location that encompasses a population of 25,000 people. During the initial term, we may not sell any franchises nor open any Company-owned Sport Clips stores in the territory. After the initial 5-year term, you do not have an exclusive territory, but we will give you the first right of refusal to open a location within the territory as long as you are not in default of the Franchise Agreement. To exercise your first right of refusal, you must sign a Franchise Agreement for the additional location within 30 days of receiving written notice from the Company. If you do not sign a Franchise Agreement, we are free to sell a franchise or open a Company-owned store within the territory. After the initial term, you will not have an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you sign a MUDA, we will define for you a non-exclusive territory (the "MUDA Territory") for you to open your store(s). We may sell franchises and open Company-owned stores within the MUDA Territory until you open a store and obtain a territory under a Franchise Agreement for that location as defined in this Agreement. After you sign a lease for a location, your territory will be the lesser of a 1-mile radius around your location or a radius around your location that encompasses a population of 25,000 people, as defined in the Franchise Agreement.

Except as described in this Item, your exclusive territory does not depend on achieving any sales volume, market penetration or other contingency, and there are no other circumstances that will allow the exclusive territory to be altered.

We will approve the relocation of your store if you obtain a new lease and site that we approve, and your proposed site meets our standard location criteria.

There are no restrictions on franchisees from soliciting or accepting orders outside of their defined territories, except that you may not sell hair care products by mail order or over the Internet except in accordance with the Company's Confidential Manual. Currently, under the Confidential Manual, the sale of hair care products by mail order or over the Internet is not permitted. You may solicit business outside your territory without paying any compensation.

There are no restrictions on the Company from soliciting or accepting orders within your defined territory through either mail order or the Internet. We currently do not solicit or accept orders except through our Company-owned stores. However, we may solicit or accept orders through the Internet or through mail order in the future, and we do not need to pay you compensation for orders solicited in your territory. You do not receive the right to acquire additional franchises within your territory under the Franchise Agreement except as expressly provided for in the Agreement.

Neither the Company nor its Affiliates are restricted by the Franchise Agreement from establishing other franchises or Company-owned outlets or other channels of distribution selling or leasing similar products or services under a different trademark, including through the Internet. We, or our Affiliates, may acquire companies with stores that offer hair cutting services and sell hair care supplies under a different trademark, including stores in your area. In this case, we or our affiliates may operate and franchise these stores.

ITEM 13

TRADEMARKS

The principal Sport Clips commercial symbol that we will license to you appears on the cover of this Disclosure Document.

The Company grants you the right to operate a store under the name "Sport Clips." By trademark, the Company means trade names, trademarks, service marks and logos used to identify your store. The Company and/or its Affiliates registered the below trademarks on the United States Patent and Trademark Office principal register, and when required all affidavits have been filed:

Sport Clips Haircuts (Design) (S/M) Registration No.: 4360713 Date: July 2, 2013

Sport Clips Haircuts (Words) (S/M) Registration No.: 3099213 Date: May 30, 2006

These trademarks are licensed exclusively to the Company by SCIP and SCLTD (see Item 1) through a Licensing Agreement between the Company, SCIP and SCLTD that is dated October 1, 1995. Under the Licensing Agreement, the Company has the exclusive and worldwide right to grant a license to use the trademarks. The Licensing Agreement's duration is perpetual and can only be terminated if the Company ceases to do business, becomes insolvent, or fails to enforce quality control standards throughout the System. The Licensing Agreement may be modified only with the consent of all parties to the Licensing Agreement.

There are currently no effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the Trademark Administrator of any state or any court, involving the Sport Clips trademarks, nor is there any pending infringement, opposition or cancellation proceedings, or material litigation involving the trademarks. No agreements limit the Company's right to use or license the use of the Company's trademarks.

You must notify the Company immediately when you learn about an infringement of or challenge to your use of our trademark. The Company will take the action we think appropriate. Under the Franchise Agreement, the Company is required to defend you against a claim against your use of our trademark, if you have used the trademark in an authorized manner. We have the right to control any administrative proceedings or litigation involving our trademarks. The Franchise Agreement does not require the Company to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving our trademarks, or if the proceeding is resolved unfavorably to you. The Franchise Agreement provides you with no rights if you must discontinue the use of the trademark as a result of a proceeding or settlement.

You must follow our rules when you use this trademark. You cannot use a name or mark as part of a corporate name or with modifying words, designs, or symbols except for those which the Company licenses to you. You may not use the Company's registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by the Company. You may not use the Company's registered name or marks in connection with any Internet web site or Email address unless specifically authorized in writing by the Company.

The Company does not know of any superior rights or infringing uses which could materially affect your use of the trademarks.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, but you can use the proprietary information in the Company's Operating Manual.

Although the Company has not filed an application for a copyright registration for the Confidential Operating Manual, we claim a common law copyright and the information is proprietary. Proprietary information contained in the Operating Manual includes sales techniques, employee recruitment methods, and advertising strategies. The Company is not obligated to defend you against a claim against your use of the Operating Manual, but it is our policy to do so.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Company does not require that you personally supervise the franchised business, but we recommend that you do and you are ultimately responsible for your franchised business. The business must be directly supervised "on-premises" by a manager who has successfully completed the Company's training program and approved by the Company to manage your location. The manager need not have an ownership interest in a corporate or partnership franchise, but the Company does require that the manager sign a confidentiality agreement to protect our trade secrets.

Each individual who owns a 5% and greater interest in the franchisee entity, and his or her spouse, must sign an agreement assuming and agreeing to personally discharge all obligations of the "Franchisee" under the Franchise Agreement. This agreement is included as Attachment D to the Franchise Agreement, which is Exhibit D to this Disclosure Document.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only those goods and services that the Company has approved (See Item 8).

You must offer products and services that the Company designates as required for all franchisees. The required products and services are haircuts, hair care services, hair care products, and specified hair care accessories. All products sold in your store must be approved by the Company (See Item 8).

The Company has the right to change the brands and type of hair care products and accessories you sell in your store. However, the Company cannot change the nature of your store in that your store will always offer haircuts, hair care services, and hair care products. The Company does not restrict you from soliciting any customers, no matter whom they are or where they are located. However, you may not sell goods or services over the Internet or by mail except in accordance with the Company's Operating Manual. These sales are not currently authorized.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

PROVISION	ARTICLE IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Article II	5 Years
b. Renewal or extension of the term	Article II	Every 5 years if you are in good standing, you can add an additional term of 5 years.
c. Requirements for you to renew or extend	Article II	Notify the Company, sign then-current agreement (which may include materially different terms and conditions than in your original Franchise Agreement), participate in any required training courses, pay renewal fee, remodel as required, sign release and not be in default with the landlord or the Company
d. Termination by you	None	N/A
e. Termination by the Company without cause	None	N/A
f. Termination by the Company with cause	Article XII	The Company can terminate only if you default on any Agreement with the Company, including an Area Developer Agreement

g. "Cause" defined - defaults which can be cured	Article XII.B	You have 30 days to cure: non-payment of fees, non-submission of reports, failure to obtain the Company's approval of any matter required by Franchise Agreement, failure to complete training programs, failure to operate your franchise in accordance with the Operating Manual or in an unclean or unsafe manner, and sale of unauthorized product or services, failure to cure a default under any other Agreement with the Company, including another Franchise Agreement or an Area Developer Agreement
h. "Cause" defined – non-curable defaults	Article XII.A	Non-curable defaults: conviction of felony, abandonment, trademark misuse, false sales reports, unauthorized use of the premises, insolvency, and unapproved transfers
i. Your obligations on termination/non-renewal	Article XIII	Obligations include complete de-identification, payment of amounts due, and return of all store records, telephone numbers, Manuals and training materials, and sale of fixtures and assignment of lease upon the request of the Company (also see "r" below)
j. Assignment of contract by the Company	None	There is no restriction on the Company's right to assign
k. "Transfer" by you - definition	Article XI	Includes transfer of contract or assets or ownership change
l. The Company's approval of transfer by franchisee	Articles XI.D	The Company has the right to approve all transfers but will not unreasonably withhold approval. Your store must be open and operating for at least 3 months before you can transfer the attendant Franchise Agreement.

m. Conditions for the Company's approval of transfer	Article XI.D	New franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee, new franchisee renovates premises to then-current specifications 10 days before the transfer (also see r below)
n. The Company's right of first refusal to acquire your business	Article XI.C	The Company can match any offer for your business
o. The Company's option to purchase your business	Article XIII.E	Upon termination, the Company may purchase your inventory, furniture, equipment, and supplies and assume your store lease
p. Your death or disability	Article XI.G	Franchise must be assigned by estate to approved buyer within 6 months
q. Non-competition covenants during the term of the franchise	Article XIV.B	No involvement in competing business anywhere in U.S.
r. Non-competition covenants after the franchise is terminated or expires	Article XIV.C	No competing business for 2 years within 10 miles of your Location or any other Sport Clips franchise (including after assignment)
s. Modification of the agreement	Article XX	No modifications generally but Operating Manual subject to change
t. Integration/merger clause	Article XX	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside the Disclosure Document and Franchise Agreement may not be enforceable
u. Dispute resolution by arbitration or mediation	Article XVII.B	Non-binding mediation for all disputes for at least 8 hours before any legal action in a court
v. Choice of forum	Article XVII.C	Litigation must be in Williamson County, Texas, or the U.S. Central District Court of Texas

w. Choice of law

Article XVII.A

Texas law applies, unless stated otherwise in the state addendum to your Franchise Agreement

See the state addenda to the Franchise Agreement and Disclosure Document for special state disclosures.

ITEM 18

PUBLIC FIGURES

We have in the past produced TV/video and radio/audio messages, print and digital ads and brochures that featured celebrities representing Sport Clips. We do not have any celebrity spokespersons at the present time other than as described below. We will continue to consider the use of celebrities when we develop new advertising campaigns.

In 2025, the Company will be an “Official Sponsor of Joe Gibbs Racing,” that includes full graphics packages on primary sponsored races on both the #11 Team Cup Race Car and the #19 Team Xfinity Race Car, as well as an associate graphics package on the rear quarter panel of the #11 Team Cup Race Car. Additionally, the Sport Clips logo will appear on uniforms worn by Joe Gibbs’ Racing Driver Denny Hamlin, and his crew, and the uniforms of Drivers Chase Briscoe, Christopher Bell, and Ty Gibbs.

Denny Hamlin, Chase Briscoe, Christopher Bell, Ty Gibbs, and Coach Joe Gibbs may also serve as spokespersons for the Company. No fees have been paid to these gentlemen other than the cost of the sponsorships.

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 that 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.

Gross Sales of Franchised Stores for the Years 2023 Through 2024

At the end of calendar year 2024, there were 1,754 franchised Sport Clips stores. The Statements of Gross Sales below do not include 83 Company-owned stores located in Central Texas, Southern Nevada, Oklahoma, Arkansas, and New York. All stores included in the Statements of Gross Sales did not receive any services that were not generally available to other Sport Clips stores, and each store offered similar products and services as would generally be offered by a typical Sport Clips store.

STATEMENT OF GROSS SALES YEAR 2024 GROSS SALES AS REPORTED TO THE COMPANY (1,669 mature stores (with more than 2 years in operations) that were operational at December 31, 2024))		
Gross Sales	Number of Stores	Percentage of Stores/Cumulative % of stores at each level or higher
Over \$1,000,000	4	<1% / 1%
\$800,001 - \$1,000,000	28	2% / 2%
\$600,001 - \$800,000	151	9% / 11%
\$500,001 - \$600,000	257	15% / 27%
\$400,001 - \$500,000	435	26% / 52%
\$300,001 - \$400,000	450	28% / 80%
\$250,001 - \$300,000	171	10% / 89%
Less than \$250,000	173	10% / 100%
Total	1,669	100%

These 1,669 stores had average sales of \$419,485 for the entire year of 2024. 788 stores had sales above this average, and 881 stores had sales lower than the average. The median sales for these 1,645 stores were \$409,206 for the entire year of 2024.

Expense Reports for Company-Owned Stores During 2024

We owned and operated 83 stores in Central Texas, Southern Nevada, Oklahoma Arkansas, and New York markets during 2024. We are not offering franchises in these markets. The table below does not include 4 non-mature Company-owned stores that have opened since Q4 2023. 1 Company-owned store has temporarily closed due to weather-related incident and is not included. 5 Company-owned stores in New York are also not included.

The managers of the Company-owned stores included in the Expense Reports did not receive any services that were not generally available to other Sport Clips stores. Each store offered similar products and services as would generally be offered by a typical Sport Clips store, except for limited tests of procedures, products and/or services that may or may not be eventually incorporated into the system, depending on the success of the tests.

The Expense Reports below show the average expenses at each sales level and those expenses as a percentage of total revenue in each column.

2024 Average by Sales Band

Total Stores					
	Sales Less Than \$400000	Sales Between \$400001 And \$500000	Sales Between \$500001 And \$600000	Sales Greater Than \$600000	Average of All Stores
Number of Stores	19	16	16	22	73
Net Sales	\$329,623 100%	\$444,101 100%	\$544,869 100%	\$766,141 100%	\$533,445 100%
Variable Costs (Note 1)	\$23,997 7%	\$29,626 7%	\$33,643 6%	\$48,659 6%	\$34,778 7%
Payroll (Note 2)	\$179,772 55%	\$216,748 49%	\$263,531 48%	\$358,439 47%	\$260,079 49%
Occupancy (Note 3)	\$76,724 23%	\$74,360 17%	\$70,609 13%	\$78,379 10%	\$75,364 14%
Advertising (Note 4)	\$17,686 5%	\$23,953 5%	\$28,807 5%	\$32,820 4%	\$26,058 5%
Miscellaneous (Note 5)	\$11,827 4%	\$12,785 3%	\$13,416 2%	\$14,434 2%	\$13,171 2%
Operating Profit (Note 6)	\$19,617 6%	\$86,628 20%	\$134,863 25%	\$233,411 30%	\$123,995 23%

The Expense Reports below show the expenses at each sales level using the median value methodology.

2024 Median by Sales Band

Total Stores					
	Sales Less Than \$400000	Sales Between \$400001 And \$500000	Sales Between \$500001 And \$600000	Sales Greater Than \$600000	Median of All Stores
Number of Stores	19	16	16	22	73
Net Sales	\$318,723 100%	\$435,683 100%	\$539,304 100%	\$734,325 100%	\$513,410 100%
Variable Costs (Note 1)	\$23,927 8%	\$29,531 7%	\$33,279 6%	\$45,937 6%	\$31,695 6%
Payroll (Note 2)	\$177,208 56%	\$217,151 50%	\$262,514 49%	\$344,019 47%	\$245,394 48%
Occupancy (Note 3)	\$75,502 24%	\$72,792 17%	\$68,701 13%	\$77,489 11%	\$74,309 14%
Advertising (Note 4)	\$16,664 5%	\$23,255 5%	\$28,394 5%	\$32,997 4%	\$27,366 5%
Miscellaneous (Note 5)	\$11,555 4%	\$12,554 3%	\$12,808 2%	\$13,548 2%	\$12,562 2%
Operating Profit (Note 6)	\$13,867 4%	\$80,401 18%	\$133,609 25%	\$220,337 30%	\$122,084 24%

Note 1. Variable Costs include operating supplies, cost of goods sold, bank service charges, credit card discounts, and advertising to recruit Stylists.

Note 2. Payroll includes direct payroll, including payroll for an on-site full-time manager, payroll taxes, payroll processing, and fringe benefits except for 401K, disability, and medical insurance costs.

Note 3. Occupancy includes rent, pass-through expenses from the landlord, utilities, phone charges, and repairs and maintenance.

Note 4. Advertising includes the weekly payments to the Ad Fund plus other advertising and marketing expenses for the store.

Note 5. Miscellaneous expense includes magazine subscriptions, store insurance, awards, contributions to the Technology Fund, the Recruitment Fund, the Sport Clips Wayne McGlone Memorial Relief Fund, and overages and/or shortages from the cash drawer.

Note 6. Operating Profit does not include an amount paid for royalties or weekly training fees. The numbers in the Expense Report are unaudited, but we believe that these numbers are substantially correct.

Written substantiation for the financial performance representation will be made available to the prospective franchisee at the Company's office at 110 Sport Clips Way, Georgetown, Texas 78628.

Other than the preceding financial performance representation, Sport Clips, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Edward Logan, 110 Sport Clips Way, Georgetown, Texas, 78628, telephone (512) 869-1201, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**System Wide Outlet Summary
For Years 2022 To 2024**

Table No. 1

Franchised and Company-Owned Stores

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	1,778	1,781	3
	2023	1,781	1,785	4
	2024	1,785	1,754	-31
Company-Owned	2022	72	74	2
	2023	74	75	1
	2024	75	83	8
Total	2022	1,850	1,855	5
	2023	1,855	1,860	5
	2024	1,860	1,837	-23

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 to 2024**

	Year	Number of Transfers
Alabama	2022	1
	2023	0
	2024	13
Alaska	2022	0
	2023	0
	2024	2
Arizona	2022	0
	2023	0
	2024	0

Arkansas	2022	0
	2023	0
	2024	0
California	2022	12
	2023	11
	2024	22
Colorado	2022	2
	2023	0
	2024	9
Delaware	2022	0
	2023	0
	2024	0
Florida	2022	11
	2023	6
	2024	5
Georgia	2022	0
	2023	1
	2024	12
Idaho	2022	0
	2023	0
	2024	0
Illinois	2022	2
	2023	3
	2024	2
Indiana	2022	0
	2023	7
	2024	0
Iowa	2022	0
	2023	0
	2024	0
Kansas	2022	0
	2023	0
	2024	0
Kentucky	2022	0
	2023	0
	2024	1

Louisiana	2022	0
	2023	0
	2024	6
Maryland	2022	8
	2023	4
	2024	0
Massachusetts	2022	1
	2023	0
	2024	0
Michigan	2022	0
	2023	0
	2024	1
Minnesota	2022	0
	2023	17
	2024	4
Mississippi	2022	0
	2023	2
	2024	4
Missouri	2022	3
	2023	2
	2024	0
Montana	2022	0
	2023	4
	2024	0
New Hampshire	2022	0
	2023	0
	2024	0
New Jersey	2022	0
	2023	2
	2024	3
New Mexico	2022	0
	2023	0
	2024	0
New York	2022	5
	2023	0
	2024	0
North Carolina	2022	8
	2023	1
	2024	4

Ohio	2022	2
	2023	2
	2024	1
Oklahoma	2022	0
	2023	0
	2024	0
Oregon	2022	2
	2023	0
	2024	0
Pennsylvania	2022	3
	2023	8
	2024	7
Rhode Island	2022	1
	2023	0
	2024	0
South Carolina	2022	4
	2023	4
	2024	4
South Dakota	2022	2
	2023	0
	2024	0
Tennessee	2022	13
	2023	0
	2024	9
Texas	2022	1
	2023	10
	2024	6
Utah	2022	28
	2023	8
	2024	2
Virginia	2022	1
	2023	0
	2024	1
Washington	2022	9
	2023	3
	2024	3
Wisconsin	2022	5
	2023	3
	2024	2

Wyoming	2022	3
	2023	0
	2024	0
Total	2022	127
	2023	98
	2024	123

Table No. 3

**Status of Franchised Outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Termina- tions	Non- Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Alabama	2022	30	1	0	0	0	2	29
	2023	29	1	0	0	0	0	30
	2024	30	1	0	0	0	3	28
Alaska	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Arizona	2022	61	2	0	0	0	0	63
	2023	63	2	0	0	0	0	65
	2024	65	1	0	0	0	0	66
Arkansas	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
California	2022	149	4	0	0	0	6	147
	2023	147	1	0	0	0	1	147
	2024	147	1	0	0	0	7	141
Colorado	2022	54	0	0	0	0	0	54
	2023	54	1	0	0	0	1	54
	2024	54	1	0	0	0	2	53
Connecticut	2022	11	1	0	0	0	0	12
	2023	12	1	0	0	0	0	13
	2024	13	0	0	0	0	2	11
District of Columbia	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Delaware	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	1	5
Florida	2022	106	3	0	0	0	3	106
	2023	106	4	0	0	0	1	109
	2024	109	2	0	0	0	4	107
Georgia	2022	62	1	0	0	0	5	58
	2023	58	2	0	0	0	1	59
	2024	59	0	0	0	0	2	57
Hawaii	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	1	1
Idaho	2022	14	1	0	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	1	0	0	0	0	16
Illinois	2022	115	2	0	0	0	3	114
	2023	114	0	0	0	0	3	111
	2024	111	1	0	0	0	6	106
Indiana	2022	49	3	0	0	0	0	52
	2023	52	1	0	0	0	1	52
	2024	52	0	0	0	0	0	52
Iowa	2022	20	0	0	0	0	0	20
	2023	20	0	0	0	0	1	19
	2024	19	1	0	0	0	0	20
Kansas	2022	27	0	0	0	0	0	27
	2023	27	0	0	0	0	0	27
	2024	27	0	0	0	0	0	27
Kentucky	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
	2024	16	1	0	0	0	0	17
Louisiana	2022	21	1	0	0	0	1	21
	2023	21	0	0	0	0	1	20
	2024	20	1	0	0	0	0	21
Maine	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Maryland	2022	37	2	0	0	0	0	39
	2023	39	0	0	0	0	0	39
	2024	39	1	0	0	0	1	39

Massachusetts	2022	14	0	0	0	0	1	13
	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	2	11
Michigan	2022	22	0	0	0	0	1	21
	2023	21	0	0	0	0	0	21
	2024	21	0	0	0	0	0	21
Minnesota	2022	52	1	0	0	0	3	50
	2023	50	0	0	0	0	1	49
	2024	49	0	0	0	0	5	44
Missouri	2022	51	0	0	0	0	0	51
	2023	51	0	0	0	0	0	51
	2024	51	3	0	0	0	0	54
Mississippi	2022	13	1	0	0	0	0	14
	2023	14	1	0	0	0	1	14
	2024	14	0	0	0	0	0	14
Montana	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Nebraska	2022	18	1	0	0	0	0	19
	2023	19	0	0	0	0	0	19
	2024	19	1	0	0	0	0	20
Nevada	2022	4	2	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
New Hampshire	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	1	5
	2024	5	0	0	0	0	2	3
New Jersey	2022	35	1	0	0	0	0	36
	2023	36	0	0	0	0	3	33
	2024	33	0	0	0	0	2	31
New Mexico	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	1	0	0	0	1	6
New York	2022	16	1	0	0	0	1	16
	2023	16	0	0	0	0	1	15
	2024	15	0	0	0	5	1	9
North Carolina	2022	73	1	0	0	0	1	73
	2023	73	2	0	0	0	0	75
	2024	75	0	0	0	0	3	72

North Dakota	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Ohio	2022	78	0	0	0	0	2	76
	2023	76	1	0	0	0	1	76
	2024	76	1	0	0	0	2	75
Oklahoma	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Oregon	2022	21	0	0	0	0	2	19
	2023	19	0	0	0	0	0	19
	2024	19	0	0	0	0	1	18
Pennsylvania	2022	61	5	0	0	0	3	63
	2023	63	0	0	0	0	0	63
	2024	63	2	0	0	0	2	63
Rhode Island	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
South Carolina	2022	38	1	0	0	0	0	39
	2023	39	0	0	0	0	0	39
	2024	39	0	0	0	0	2	37
South Dakota	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Tennessee	2022	47	0	0	0	0	0	47
	2023	47	0	0	0	0	1	46
	2024	46	1	0	0	0	0	47
Texas	2022	246	6	0	0	0	3	249
	2023	249	6	0	0	0	2	253
	2024	253	1	0	0	0	0	254
Utah	2022	39	0	0	0	0	0	39
	2023	39	1	0	0	0	0	40
	2024	40	0	0	0	0	0	40
Vermont	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Virginia	2022	45	1	0	0	0	2	44
	2023	44	1	0	0	0	1	44
	2024	44	0	0	0	0	1	43

Washington	2022	38	0	0	0	0	2	36
	2023	36	0	0	0	0	1	35
	2024	35	2	0	0	0	0	37
West Virginia	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Wisconsin	2022	38	2	0	0	0	0	40
	2023	40	0	0	0	0	0	40
	2024	40	1	0	0	0	0	41
Wyoming	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Total	2022	1,778	46	0	0	0	43	1,781
	2023	1,781	27	0	0	0	23	1,785
	2024	1,785	27	0	0	5	53	1,754

Table No. 4

**Status of Company-Owned Outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Arkansas	2022	19	1	0	0	0	20
	2023	20	1	0	0	0	21
	2024	21	1	0	0	0	22
New York	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	5	0	0	5
Nevada	2022	13	0	0	0	0	13
	2023	13	0	0	0	0	13
	2024	13	0	0	0	0	13
Oklahoma	2022	19	0	0	0	0	19
	2023	19	0	0	0	0	19
	2024	19	1	0	0	0	20
Texas	2022	21	1	0	0	0	22
	2023	22	0	0	0	0	22
	2024	22	1	0	0	0	23
Total	2022	72	2	0	0	0	74
	2023	74	1	0	0	0	75
	2024	75	3	5	0	0	83

Table No. 5

Projected Single Unit Openings as Of December 31, 2025

State	Franchise Agreements Signed but Store Not Open	Projected New Franchised Stores in the Next Fiscal Year	Projected New Company Owned Stores in the Next Fiscal Year
Alabama		0	
Alaska		0	
Arizona		1	

Arkansas		0	2
California		3	
Connecticut		0	
Colorado		1	
Delaware		0	
Florida		2	
Georgia		0	
Hawaii		0	
Idaho		1	
Illinois		1	
Indiana		3	
Iowa		0	
Kansas		0	
Kentucky		1	
Louisiana		0	
Maine		0	
Maryland		0	
Massachusetts		0	
Michigan		0	
Minnesota		0	
Mississippi		0	
Missouri		1	
Montana		0	
Nebraska		1	
Nevada		0	2
New Hampshire		0	
New Jersey		1	
New Mexico		0	
New York		0	2
N. Carolina		1	
N. Dakota		0	
Ohio		0	
Oklahoma		0	1
Oregon		0	

Pennsylvania		1	
Rhode Island		0	
S. Carolina		0	
S. Dakota		0	
Tennessee		1	
Texas		4	1
Utah		1	
Vermont		0	
Virginia		0	
Washington		2	
West Virginia		0	
Wisconsin		0	
Wyoming		0	
Total		26	8

A list of names, business addresses, and business telephone numbers of all franchised stores, and of all Area Developers, as of December 31, 2024, is attached to this Disclosure Document as Exhibit B.

The name and last known location and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, sold their franchise or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with the Franchisor within 10 weeks of the application date is listed in the chart below. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Name	City	State	Telephone
Houston Hopkins*	Selma	Alabama	205-394-2932
Joey Eski	Anchorage	Alaska	907-243-2936
Jared Lee*	Chandler	Arizona	480-786-6614
Renee Ortega*	Alpine	California	619-368-2912
Doug Porter	Coronado	California	312-305-4280
Darren Molles*	La Verne	California	951-453-9697
Rick Hill	Laguna Niguel	California	310-760-7688
Gene Moorhouse	Roseville	California	916-337-5131
Dan Stoneman	San Diego	California	619-972-6289
Atif Kazmi	San Jose	California	650-799-8190
Satheesh Rangappan*	San Ramon	California	510-366-9840

James Harwood	Ventura	California	818-426-5451
Ted McMurdo*	Aurora	Colorado	720-323-8791
Bob O'Day	Colorado Springs	Colorado	720-242-9136
William Frankfurt	Denver	Colorado	720-371-3101
Charlie Cho*	Golden	Colorado	303-216-2008
Curt Brantl	Sandy Hook	Connecticut	973-944-8115
Larry Schumacher*	Celebration	Florida	847-998-3435
Debra Sawyer*	Orlando	Florida	804-897-0207
Brian Register*	Oviedo	Florida	407-365-3429
Paul Sachse*	Port St. Lucie	Florida	561-965-6146
Robert Klaus	Hartwell	Georgia	770-883-0960
Jarrold Durden*	Macon	Georgia	478-808-7030
Eddie Khan*	Honolulu	Hawaii	808-294-6042
Cary Kledzik*	Batavia	Illinois	630-326-9020
Todd Garcia*	Bourbonnais	Illinois	815-592-4160
Charles Keyser*	Carbondale	Illinois	618-559-5533
Alex Howson*	Hinsdale	Illinois	630-484-5905
Peter DeMarco*	Lake Barrington	Illinois	847-736-9158
James O'Connor*	Mount Prospect	Illinois	847-778-9019
Rajesh Rasalkar	Naperville	Illinois	630-632-9986
Mike McMahon*	South Barrington	Illinois	224-655-8883
Frank Schnitzler*	Third Lake	Illinois	224-627-4484
Shaun Norton*	Fishers	Indiana	312-513-1204
Wayne Freeman*	Olathe	Kansas	913-839-1073
Dennis Guerrette*	Augusta	Maine	207-319-8055
Jeff Burroughs*	Huntingtown	Maryland	240-585-2262
Chris Brandt	Deephaven	Minnesota	952-334-9131
Tim Tanner	Plymouth	Minnesota	651-231-3860
David Weseman*	Omaha	Nebraska	402-871-9066
Peter Sandham*	Lake Hopatcong	New Jersey	973-668-5150
Tracy Hoffman	Mahwah	New Jersey	201-962-3960
Margie Reale	Margate	New Jersey	609-823-9144
Karen Reader*	Medford	New Jersey	609-714-9698
Brad Van Lenten	Pompton Plains	New Jersey	973-907-2073
Deleela Jones	Tarrytown	New York	914-629-1895
Matt Lewis*	Raleigh	North Carolina	919-844-6634
Patrick Hardy*	Raleigh	North Carolina	919-676-6001
Traci Carter	Waxhaw	North Carolina	704-779-2120
Dan Feiwell	Solon	Ohio	440-248-3918
James Noah*	Central Point	Oregon	541-646-0567

Ken Shearmire	West Linn	Oregon	503-657-6218
Jeff White	Glenmoore	Pennsylvania	484-228-8272
Dan Young	Hawley	Pennsylvania	570-685-5251
Sergio Rudoi*	Macungie	Pennsylvania	610-821-1322
Bill Crockett	Media	Pennsylvania	610-566-7752
Michelle Barnot	Venetia	Pennsylvania	412-835-1790
Todd Currie*	Charleston	South Carolina	843-813-5816
Amelia Usry	Columbia	South Carolina	803-260-2050
William Voegtle*	Dataw Island	South Carolina	843-838-2637
Barbara Moore	Easley	South Carolina	864-640-9976
Anthony Sawyer*	Greenville	South Carolina	804-897-0207
John Weber	Franklin	Tennessee	501-940-8245
Cheryl Scott	Arlington	Texas	817-939-4178
Marcus McDaniel	Baytown	Texas	281-546-9617
Cheston Syma*	Katy	Texas	281-703-1826
Todd Bains*	Lubbock	Texas	806-544-6252
Jerry Laguerre*	Pearland	Texas	713-253-4093
Pattie Ragsdale	Spring Branch	Texas	830-730-3434
Holly Ouellette*	Manassas	Virginia	608-239-6030
Kenny Rogers*	Covington	Washington	206-999-2415

* These individuals remain a franchisee in the Sport Clips system as of December 31, 2024.

During the last 3 fiscal years, we have not signed any confidentiality clauses with any former or current franchisees or Area Developers. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Sport Clips franchise system. You may wish to speak with current and former franchisees and franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no franchisee organizations associated with the Sport Clips franchise system that we have created, sponsored, or endorsed. No independent franchisee organizations have asked to be included in this Disclosure Document, and we do not know of any such organizations formed for Sport Clips franchisees.

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit C is a copy of our audited financial statements for the periods of January 1, 2022 to December 31, 2022, January 1, 2023 to December 31, 2023, and January 1, 2024 to December 31, 2024.

ITEM 22

CONTRACTS

Attached to this Disclosure Document as Exhibit D is a copy of the Franchise Agreement, which includes the MUDA, and a copy of the Release you will sign if you are renewing or selling the Franchise Agreement. Attached to this Disclosure Document as Exhibit E is a copy of the Agreement to Guaranty Lease, which you will sign only if we agree to guaranty your premises lease, and as Exhibit F is a copy of the Guaranty Lease only if the Company agrees to guaranty your loan from a third party. Attached to this Disclosure Document as Exhibit G is a copy of the Store Resale Assistance Agreement, which you will sign only if you request the Company to assist you in finding a buyer for your store. No other agreements are proposed for use by the Company in connection with the franchise described in this Disclosure Document.

ITEM 23

RECEIPTS

You will find copies of a detachable receipt at the very end of this Disclosure Document.

**ADDENDUM TO SPORT CLIPS, INC.
FRANCHISE DISCLOSURE DOCUMENT
STATE REGULATIONS**

FOR RESIDENTS OF THE STATE OF CALIFORNIA

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.).

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 a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of the State of Texas. This provision may not be enforceable under California law.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

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

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.corp.ca.gov.

FOR THE RESIDENTS OF THE STATE OF HAWAII

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

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY

THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR RESIDENTS OF THE STATE OF ILLINOIS

Illinois law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

FOR RESIDENTS OF THE STATE OF MARYLAND

Item 17 is amended to provide that, pursuant to COMAR 01.01.08.16L, the general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law, and to provide that the Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchise may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.). This Amendment also applies to non-residents of Maryland who will operate a Sport Clips franchise in the state of Maryland.

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

FOR RESIDENTS OF THE STATE OF MINNESOTA

Minnesota statute §80C14 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of jurisdiction.

Minnesota statute §80C14 provides: It shall be deemed unfair and inequitable for any person to:

(A) Terminate or cancel a franchise without first giving written notice setting forth all the reasons for the termination or cancellation to the Franchisee at least 90 days in advance of termination or cancellation, and the recipient of a notice fails to correct the reasons stated for cancellation or termination within 60 days within receipt of the notice, except that the notice shall be effective immediately upon receipt where the alleged grounds are:

- 1) Voluntary abandonment of the franchise relationship by the Franchisee;
- 2) The conviction of the Franchisee of an offense directly related to the business conducted pursuant to the franchise; or
- 3) Failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Franchisor's trade name, trademark, service mark, logotype or other commercial symbol after the Franchisee has received written notice to cure of at least 24 hours in advance thereof;

(B) Terminate or cancel a franchise except for good cause. "Good cause" shall be failure by the Franchisee substantially to comply with reasonable requirements imposed upon him by the franchise including, but not limited to:

- 1) The bankruptcy or insolvency of the Franchisee;
- 2) Assignment for the benefit of creditors or similar disposition of the assets of the franchise business;
- 3) Voluntary abandonment of the franchise business;
- 4) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or
- 5) Any act by, or conduct of, the Franchisee which materially impairs the goodwill associated with the Franchisor's trademark, trade name, service mark, logotype or other commercial symbol; or

(C) Unless the failure to renew the franchise is for good cause as defined in clause (b), Franchisor may not fail to renew a franchise unless (i) the Franchisee has been given written notice of the intention not to renew at least 180 days in advance thereof and (ii) has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a going concern measured from the date of the failure to renew. No franchisor may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the franchisor for its own account.

A franchisor may not unreasonably withhold consent to an assignment, transfer, or sale of the franchise where the assignee meets the present qualifications and standards required of other franchisees.

Item 13 is modified as follows: The Minnesota Department of commerce requires that a Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the trademark infringes trademark rights of the third party. The Company does not indemnify against the consequences of the Franchisee's use of the Company's trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, the Franchisee must provide notice to the Company of any such claim within 10 days and tender the defense of the claim to the Company. If the Company accepts the tender of defense, the Company 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 is amended to provide that you shall not be required to assent to a general release.

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

FOR RESIDENTS OF THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange

Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

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

5. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled **“Assignment of contract by franchisor”**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum”**, and Item 17(w), titled **“Choice of law”**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

FOR RESIDENTS OF THE STATE OF NORTH DAKOTA

A contractual requirement that a prospective franchisee sign a general release, waive trial by jury, or be required to litigate outside the State of North Dakota is unenforceable under North Dakota Law. These provisions are deleted in the Disclosure Document and the Franchise Agreement in the State of North Dakota. Post-termination covenants are generally considered

unenforceable in the State of North Dakota. In the Franchise Agreement, the choice of law and choice of forum provisions are deleted in the state of North Dakota.

FOR RESIDENTS OF THE STATE OF RHODE ISLAND

Item 17 is amended to state that section 19-28-1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

FOR RESIDENTS OF THE STATE OF VIRGINIA

Item 4 is amended to state that neither the franchisor, any parent, any predecessor, any affiliate, any general partner of the franchisor, any officer of the franchisor, nor any individual who will have management responsibility relating to the sale or operation of the franchise being offered has filed as a debtor (or had filed against it) a petition under a foreign bankruptcy or has obtained a discharge of its debts under a foreign bankruptcy code.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Sport Clips, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h: "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 franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as

determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

A copy of the Washington Addendum is attached to the Franchise Agreement, Exhibit D to this Franchise Disclosure Document with the Company's signature.

EXHIBIT A

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

LIST OF STATE ADMINISTRATORS

STATE OF CALIFORNIA, Corporations Commissioner, Department of Financial Protection and Innovation, 320 West 4th Street, Los Angeles, California 90013-1105; Telephone: (213) 576-7500.

STATE OF CONNECTICUT, Banking Commissioner, 44 Capitol Avenue, Hartford, Connecticut 06106; Telephone: (203) 566-4560.

STATE OF HAWAII, Commissioner of Securities, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813; Telephone: (808) 586-2722.

STATE OF ILLINOIS, Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706; Telephone: (217) 782-4465.

STATE OF INDIANA, Chief Deputy Commissioner, Securities Division, 302 West Washington Street, Room E111, Indianapolis, Indiana 46204; Telephone: (317) 232-6681.

STATE OF MARYLAND, Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202; Telephone: (410) 576-6360.

STATE OF MICHIGAN, Franchise Administrator, 670 Law Building, Lansing, Michigan 48913; Telephone: (517) 373-7177.

STATE OF MINNESOTA, Deputy Commissioner, Minnesota Department of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55101-2198; Telephone: (651) 539-1600.

STATE OF NEW YORK, New York State Department of Law, Investor Protection Bureau, 28 Liberty Street, 21st Floor, New York, N.Y. 10005; Telephone: (212) 416-8236.

STATE OF NORTH DAKOTA, Securities Commissioner, North Dakota Securities Department, 600 East Boulevard Avenue, State Capitol -- 5th Floor, Department 414, Bismarck, North Dakota 58505-0510; Telephone: (701) 328-4712.

STATE OF RHODE ISLAND, Division of Securities, Department of Business Regulation, John O. Pastore Complex, 1511 Pontiac Avenue, Building 69-1, Cranston, Rhode Island 02910; Telephone: (401) 462-9587.

STATE OF SOUTH DAKOTA, Franchise Administrator, Division of Securities, 124 S. Euclid, Suite 104, Pierre, South Dakota 57501; Telephone: (605) 773-4823.

STATE OF VIRGINIA, Securities and Retail Franchising Division, 1300 E. Main Street, 1st Floor, Richmond, Virginia 23219; Telephone: (804) 371-9051.

STATE OF WASHINGTON, Department of Financial Institutions, Securities Division, P.O. Box 41200, Olympia, Washington 98507-1200; Telephone: (206) 753-6928.

STATE OF WISCONSIN, Commissioner of Securities, Franchise Administrator, 345 W. Washington Avenue, 4th Floor, P.O. Box 1768, Madison, Wisconsin 53701-1768; Telephone: (608) 261-9555.

Agents for Service of Process

STATE OF CALIFORNIA, Commissioner of Corporations, Department of Financial Protection and Innovation, 320 West 4th Street, Los Angeles, California 90013-1105.

STATE OF HAWAII, Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Regulation Division, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

STATE OF ILLINOIS, Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706.

STATE OF INDIANA, Secretary of State, Securities Division, 302 West Washington Street, Room E111, Indianapolis, Indiana 46204.

STATE OF MARYLAND, Maryland Securities Commissioner, 200 St. Paul Place, Baltimore, Maryland 21202-2020.

STATE OF MINNESOTA, Commissioner of Commerce, Minnesota Department of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55101-2198.

STATE OF NEW YORK, New York Secretary of State, 99 Washington Avenue, Albany, New York 12231, telephone (518) 473-2492.

STATE OF NORTH DAKOTA, Securities Commissioner, North Dakota Securities Department, 600 East Boulevard Avenue, State Capitol -- 5th Floor, Department 414, Bismarck, North Dakota 58505-0510.

STATE OF RHODE ISLAND, Director, Department of Business Regulation, Division of Securities, Department of Business Regulation, John O. Pastore Complex, 1511 Pontiac Avenue, Building 69-1, Cranston, Rhode Island 02910.

STATE OF SOUTH DAKOTA, Director of the Division of Securities, 124 South Euclid, Suite 104, Pierre, South Dakota 57501-2017.

STATE OF VIRGINIA, Clerk, Virginia State Corporation Commission, 1300 E. Main Street, 1st Floor, Richmond, Virginia 23219.

STATE OF WASHINGTON, Director of Financial Institutions, Securities Division, P.O. Box 41200, Olympia, Washington 985047-1200.

STATE OF WISCONSIN, Administrator, Division of Securities, Franchise Administrator, 345 W. Washington Avenue, 4th Floor, P.O. Box 1768, Madison, Wisconsin 53701-1768.

If a state is not listed, Sport Clips, Inc. has not appointed an agent for service of process in that state in connection with the requirements of franchise laws.

EXHIBIT B

**LIST OF CURRENT
SPORT CLIPS FRANCHISEES AND
AREA DEVELOPERS**

ALABAMA

1	AL506	Butcher Cuts, Inc. Trevor Butcher	171 US Highway 31 North, Suite B Athens, AL 35611	(256) 444-0403
2	AL108	Crew Cut 4, Inc. Liz Taliaferro	5519 Grove Boulevard, Suite 133 Birmingham, AL 35244	(205) 444-3154
3	AL104	Butcher Cuts, Inc. Trevor Butcher	1401 Doug Baker Boulevard, Suite 108 Birmingham, AL 35242	(205) 408-8090
4	AL103	Butcher Cuts, Inc. Trevor Butcher	1616 Gadsden Highway, Suite 106 Birmingham, AL 35235	(205) 655-3220
5	AL102	Butcher Cuts, Inc. Trevor Butcher	1942-A Highway 31 South Birmingham, AL 35244	(205) 982-2499
6	AL111	Butcher Cuts, Inc. Trevor Butcher	1120 Cullman Shopping Center NW Cullman, AL 35055	(256) 735-4573
7	AL308	ForeM Partners, Inc. Michael Mendoza	6935 Highway 90, Suite 110 Daphne, AL 36526	(251) 408-9553
8	AL504	Butcher Cuts, Inc. Trevor Butcher	2407 6th Avenue, Suite 8 Decatur, AL 35601	(256) 822-2132
9	AL601	ForeM Partners, Inc. Michael Mendoza	5031 Montgomery Highway, Suite 2 Dothan, AL 36302	(334) 984-0244
10	AL303	ForeM Partners, Inc. Michael Mendoza	86 Plantation Pointe Fairhope, AL 36532	(251) 929-0610
11	AL505	Clippers of the Mid-South, LLC Jeff Adkins	2917 Mall Road Florence, AL 35630	(256) 275-7215
12	AL107	Butcher Cuts, Inc. Trevor Butcher	3441 Lowery Parkway, Suite 123 Fultondale, AL 35068	(205) 841-0430
13	AL507	Butcher Cuts, Inc. Trevor Butcher	9070 Memorial Parkway SW, Suite 260 Huntsville, AL 35802	(256) 384-5092
14	AL501	Butcher Cuts, Inc. Trevor Butcher	6275 University Drive, Suite 21 Huntsville, AL 35806	(256) 270-7022
15	AL502	Butcher Cuts, Inc. Trevor Butcher	4800 Whitesburg Drive, Suite 17 Huntsville, AL 35802	(256) 517-8952
16	AL503	Butcher Cuts, Inc. Trevor Butcher	5510 Promenade Point Parkway NW, Suite 130 Madison, AL 35757	(256) 325-2121
17	AL306	ForeM Partners, Inc. Michael Mendoza	7721 Airport Boulevard, Suite E140 Mobile, AL 36608	(251) 380-8977
18	AL307	ForeM Partners, Inc. Michael Mendoza	1390 Tingle Circle West, Suite D-4 Mobile, AL 36606	(251) 298-5282
19	AL304	ForeM Partners, Inc. Michael Mendoza	3725 Airport Boulevard, Suite 100 H Mobile, AL 36608	(251) 341-0390
20	AL302	ForeM Partners, Inc. Michael Mendoza	4419-C Rangeline Road Mobile, AL 36619	(251) 661-7920
21	AL201	Butcher Cuts, Inc. Trevor Butcher	2518 Berryhill Road Montgomery, AL 36117	(334) 215-1355
22	AL330	SWI II Enterprise, LLC Shane Irvin	2115 Interstate Drive, Suite 3-C Opelika, AL 36801	(334) 203-1922

23	AL109	SWI II Enterprise, LLC Shane Irvin	210 Oxford Exchange Boulevard Oxford, AL 36203	(256) 831-6444
24	AL331	SWI III Enterprise, Inc. Shane Irvin	3610 Highway 431 North Phenix City, AL 36269	(334) 384-9001
25	AL202	MVP, LLC Houston Hopkins	2786 Legends Parkway Prattville, AL 36066	(334) 285-1969
26	AL305	ForeM Partners, Inc. Michael Mendoza	10200 Eastern Shore Boulevard, Suite 108 Spanish Fort, AL 36527	(251) 625-2921
27	AL401	MVP, LLC Houston Hopkins	1800 McFarland Boulevard East, Suite 602 Tuscaloosa, AL 35401	(205) 345-8887
28	AL112	SWI II Enterprise, LLC Shane Irvin	623 Montgomery Highway Vestavia, AL 35216	(205) 848-2208

ALASKA

1	AK101	SC Alaska, LLC Duke Sorensen	8920 Old Seward Highway Anchorage, AK 99515	(907) 349-2550
2	AK102	SC Alaska, LLC Duke Sorensen	1771 E. Parks Highway Wasilla, AK 99654	(907) 373-2555

ARIZONA

1	AZ116	Lee Hill Investments, LLC Val Hill	1809 N. Dysart Road, C-103 Avondale, AZ 85323	(623) 547-3029
2	AZ130	Sundance Clips, LLC Tim Dunn	944 S. Watson Road, Suite 104 Buckeye, AZ 85326	(623) 327-0500
3	AZ406	NAZ Clips, L.L.C. James Dahl	2250 Highway 95, Suite 536 Bullhead City, AZ 86429	(928) 299-5399
4	AZ139	Lee Hill Investments, LLC Val Hill	29605 N. Cave Creek Road, Suite 107 Cave Creek, AZ 85331	(480) 502-6867
5	AZ105	Lee Hill Investments, LLC Val Hill	800 N. 54th Street, Suite L-2 Chandler, AZ 85226	(480) 785-9301
6	AZ122	Lee Hill Investments, LLC Val Hill	2990 E. Germann Road, Suite D-102 Chandler, AZ 85296	(480) 917-2899
7	AZ144	Lee Hill Investments, LLC Val Hill	1860 S. Alma School Road, Suite 4 Chandler, AZ 85286	(480) 855-5211
8	AZ114	Lee Hill Investments, LLC Val Hill	4245 S. Arizona Avenue, Suite 2 Chandler, AZ 85248	(480) 895-8494
9	AZ115	Raintree Clips, LLC Kevan Boyce	2875 W. Ray Road, Suite 17 Chandler, AZ 85224	(480) 857-1272
10	AZ403	NAZ Clips, L.L.C. James Dahl	319 W. Regent Street, Suite 211 Flagstaff, AZ 86001	(928) 774-9109
11	AZ143	Lee Hill Investments, LLC Val Hill	1877 E. Williams Field Road, Suite 104 Gilbert, AZ 85295	(480) 540-4866
12	AZ101	Lee Hill Investments, LLC Val Hill	1084 S. Gilbert Road, Suite 102 Gilbert, AZ 85296	(480) 558-0809
13	AZ123	Lee Hill Investments, LLC Val Hill	4622 S. Higley Road, Suite 102 Gilbert, AZ 85297	(480) 840-6880

14	AZ135	The Peacock Companies, LLC Val Hill	5830 W.Thunderbird Road, Suite B-7 Glendale, AZ 85306	(602) 938-4335
15	AZ111	Lee Hill Investments, LLC Val Hill	8251 W. Union Hills, Suite 110 Glendale, AZ 85308	(623) 537-3360
16	AZ149	The Peacock Companies, LLC Val Hill	9220 W. Glendale Avenue, Suite 102 Glendale, AZ 85305	(623) 440-9437
17	AZ140	Sundance Clips, LLC Tim Dunn	960 S. Sarival Avenue, Suite 119 Goodyear, AZ 85338	(623) 925-2003
18	AZ401	NAZ Clips, L.L.C. James Dahl	3880 Stockton Hill Road, Suite 105 Kingman, AZ 86409	(928) 692-7970
19	AZ402	NAZ Clips, L.L.C. James Dahl	91 London Bridge Road, Suite 106 Lake Havasu City, AZ 86403	(928) 453-7712
20	AZ204	SEU Enterprises, LLC Shahin Urias	5920 W. Arizona Pavilion's Drive, Suite 105 Marana, AZ 85743	(520) 284-2427
21	AZ137	Lee Hill Investments, LLC Val Hill	21423 N. John Wayne Parkway, Suite 103 Maricopa, AZ 85138	(520) 374-6040
22	AZ138	San Tan Clips, LLC Kevan Boyce	5329 S. Power Road, Suite C Mesa, AZ 85212	(480) 638-9181
23	AZ117	Lee Hill Investments, LLC Val Hill	1917 S. Signal Butte Road, Suite 108 Mesa, AZ 85209	(480) 380-2293
24	AZ142	ORF, LLC Maggie Valentini	1920 S. Stapley Drive, Suite 104 Mesa, AZ 85204	(602) 601-5923
25	AZ103	Lee Hill Investments, LLC Val Hill	1940 S. Val Vista Drive, Suite 103 Mesa, AZ 85204	(480) 892-5811
26	AZ102	Lee Hill Investments, LLC Val Hill	6606 E. McKellips, Suite 103 Mesa, AZ 85215	(480) 830-5818
27	AZ132	Grapevine Ventures, LLC Maggie Valentini	937 N. Dobson Road, Suite 103 Mesa, AZ 85201	(480) 668-4247
28	AZ128	DR Clips, LLC Kevan Boyce	1960 W. Baseline Road, Suite 102 Mesa, AZ 85202	(480) 839-1529
29	AZ145	The Peacock Companies, LLC Val Hill	4434 E. Brown Road, Suite 101 Mesa, AZ 85205	(480) 634-4031
30	AZ129	Lee Hill Investments, LLC Val Hill	6736 E. Baseline Road, #106 Mesa, AZ 85206	(480) 985-4141
31	AZ104	Mesa Village Clips, LLC Kevan Boyce	1927 N. Gilbert Road Mesa, AZ 85203	(480) 833-6151
32	AZ202	LLU Enterprises, LLC Shahin Urias	2060 E. Tangerine Road, Suite 142 Oro Valley, AZ 85755	(520) 219-8201
33	AZ127	Lee Hill Investments, LLC Val Hill	25101 N. Lake Pleasant Parkway, Suite 1355 Peoria, AZ 85383	(623) 566-4777
34	AZ118	Lee Hill Investments, LLC Val Hill	610 East Bell Road, Suite A-104 Phoenix, AZ 85022	(602) 361-2940
35	AZ134	Lee Hill Investments, LLC Val Hill	4655 E. Cactus Road, Suite 3A06 Phoenix, AZ 85032	(480) 275-8894

36	AZ141	Lee Hill Investments, LLC Val Hill	4355 E. Indian School Road, Suite 160 Phoenix, AZ 85018	(602) 358-8620
37	AZ106	Lee Hill Investments, LLC Val Hill	4645 E. Chandler Boulevard, Suite 12 Phoenix, AZ 85048	(480) 961-2131
38	AZ119	Lee Hill Investments, LLC Val Hill	34640 N. North Valley Parkway, Suite 110 Phoenix, AZ 85086	(623) 879-1098
39	AZ131	Lee Hill Investments, LLC Val Hill	3045 W. Aqua Fria Freeway, Suite 103 Phoenix, AZ 85027	(623) 780-5730
40	AZ148	The Peacock Companies, LLC Val Hill	7650 S. 59th Avenue, Suite 102 Phoenix, AZ 85339	(602) 354-7050
41	AZ146	The Peacock Companies, LLC Val Hill	24874 N. 67th Avenue, Suite 100 Phoenix, AZ 85383	(623) 594-3089
42	AZ152	The Peacock Companies, LLC Val Hill	2415 E. Baseline Road, 105B Phoenix, AZ 85042	(480) 471-6213
43	AZ405	NAZ Clips, L.L.C. James Dahl	1502 Willow Creek Road, Suite A Prescott, AZ 86301	(928) 778-0255
44	AZ404	NAZ Clips, L.L.C. James Dahl	5621 E. State Route 69 Prescott Valley, AZ 86314	(928) 778-2085
45	AZ120	Lee Hill Investments, LLC Val Hill	1745 W. Hunt Highway, Suite 105 Queen Creek, AZ 85143	(480) 655-5600
46	AZ124	Lee Hill Investments, LLC Val Hill	20311 S. Ellsworth Road, Suite 105 Queen Creek, AZ 85142	(480) 564-1020
47	AZ150	Lee Hill Investments, LLC Val Hill	25166 S. Ellsworth Road, Suite #A102 Queen Creek, AZ 85142	(480) 687-2847
48	AZ147	Lee Hill Investments, LLC Val Hill	40930 N. Ironwood Road, Suite #104 San Tan Valley, AZ 85140	(480) 550-5432
49	AZ126	Lee Hill Investments, LLC Val Hill	15560 N. Frank Lloyd Wright Boulevard Scottsdale, AZ 85260	(480) 451-1569
50	AZ107	Lee Hill Investments, LLC Val Hill	10893 N. Scottsdale Road, Suite 117 Scottsdale, AZ 85254	(480) 420-3444
51	AZ133	The Peacock Companies, LLC Val Hill	7730 E. McDowell Road, Suite 106 Scottsdale, AZ 85257	(480) 990-1778
52	AZ125	Lee Hill Investments, LLC Val Hill	6501 E. Greenway Road, #121 Scottsdale, AZ 85254	(480) 948-3282
53	AZ151	The Peacock Companies, LLC Val Hill	17200 W. Peoria Avenue, Suite 112 Surprise, AZ 85388	(623) 231-7386
54	AZ112	Lee Hill Investments, LLC Val Hill	13755 N. Litchfield Road, Suite 107 Surprise, AZ 85379	(623) 975-4633
55	AZ136	Lee Hill Investments, LLC Val Hill	16581 W. Bell Road, Suite 102 Surprise, AZ 85374	(623) 584-7894
56	AZ121	Lee Hill Investments, LLC Val Hill	815 E. Baseline Road, Suite B107 Tempe, AZ 85283	(480) 456-3086
57	AZ209	SLU AZ209, LLC Shahin Urias	4874 South Landing Way, Suite 160 Tucson, AZ 85714	(520) 288-8418
58	AZ207	SLU Enterprises, LLC Shahin Urias	6501 E. Grant Road, Suite 131 Tucson, AZ 85712	(520) 221-2006

59	AZ210	SEU Enterprises, LLC Shahin Urias	9431 East 22nd Street, Suite 131 Tucson, AZ 85710	(521) 277-7074
60	AZ203	SEU Enterprises, LLC Shahin Urias	4230 N. Oracle Road, Suite 120 Tucson, AZ 85705	(520) 407-1000
61	AZ201	SEU Enterprises, LLC Shahin Urias	7625 N. Oracle Road, Suite 115 Tucson, AZ 85704	(520) 229-2102
62	AZ208	SLU AZ208, LLC Shahin Urias	3820 West River Road, Suite 110 Tucson, AZ 85741	(520) 441-7771
63	AZ205	SEU Enterprises, LLC Shahin Urias	9210 South Houghton Road, Suite 110 Tucson, AZ 85747	(520) 903-1111
64	AZ206	SEU Enterprises, LLC Shahin Urias	5608 E. Broadway Boulevard Tucson, AZ 85711	(520) 519-1000
65	AZ301	Yuma Clips, LLC Tim Dunn	1630 S. Pacific Avenue, Suite 103 Yuma, AZ 85365	(928) 373-0500
66	AZ302	Yuma Clips Management Co, LLC Tim Dunn	11231 E. Commercial Centre Loop Yuma, AZ 85367	(928) 342-1213

ARKANSAS

1	AR402	ZG & CG, LLC Bryan Lutz	723 East Parker Road, Suite D Jonesboro, AR 72404	(870) 938-0514
2	AR403	BML Investments, LLC Bryan Lutz	3717 East Johnson Avenue, Suite 4 Jonesboro, AR 72401	(870) 336-3047
3	AR401	ZG & CG, LLC Bryan Lutz	3009 East Highland Drive Jonesboro, AR 72401	(870) 932-1833

CALIFORNIA

1	CA823	JSK Group, LLC Don Berger	2640 5th Street, Suite C Alameda, CA 94501	(510) 521-2887
2	CA528	PLB Holdings Corporation Paul Bibeau	5569 E. Santa Ana Canyon Road Anaheim Hills, CA 92807	(714) 282-1214
3	CA771	West Coast Clips, Inc. Matt Kneeland	11320 Ming Avenue, Suite 320 Bakersfield, CA 93311	(661) 663-0727
4	CA770	West Coast Clips, Inc. Matt Kneeland	2681 Calloway Drive, Suite 310 Bakersfield, CA 93312	(661) 587-2547
5	CA842	Modern Clips, LLC Satheesh Rangappan	808 Southampton Road Benicia, CA 94510	(707) 751-1775
6	CA814	JSK Group, LLC Don Berger	5541 Lone Tree Way, Suite 120 Brentwood, CA 94513	(925) 513-2288
7	CA706	Adam & Stacey Ralphs - NO LLC Adam Ralphs	2452 W. Victory Boulevard Burbank, CA 91506	(818) 557-1344
8	CA655	H Waldie, LLC Steven Waldman	1008 Cherry Balley Boulevard, Suite 120 Calimesa, CA 92320	(949) 478-4247
9	CA752	SCJM2, LLC Ron Chamberlain	391 Carmen Drive Camarillo, CA 93010	(805) 484-3720
10	CA423	MYST, Inc. Marek Tlalka	7720 Rancho Santa Fe Road, Suite B Carlsbad, CA 92009	(760) 230-4802

11	CA401	SCJM2, LLC Ron Chamberlain	2708 Loker Avenue West, Suite 106 Carlsbad, CA 92010	(760) 931-1330
12	CA421	SCJM2, LLC Ron Chamberlain	7180 Avenida Encinas, Suite 102 Carlsbad, CA 92011	(760) 585-4975
13	CA102	Cotton Tops Enterprises, Inc. Kevin Henkel	4005 Manzanita Avenue, #58 Carmichael, CA 95608	(916) 489-1886
14	CA657	Shear Blitz, Inc. Arif Taj	8345 Pine Avenue, Suite 120 Chino, CA 91780	(909) 703-5810
15	CA635	Shear Blitz, Inc. Arif Taj	14230 Chino Hills Parkway, Suite D Chino Hills, CA 91709	(909) 548-4500
16	CA404	SCJM2, LLC Ron Chamberlain	884 Eastlake Parkway, Suite 1627 Chula Vista, CA 91914	(619) 656-8231
17	CA120	JPGM, Inc. Gene Moorhouse	6920 Auburn Boulevard, Suite 130 Citrus Heights, CA 95621	(916) 671-4817
18	CA202	West Coast Clips, Inc. Matt Kneeland	1215 N. Willow, Suite 170 Clovis, CA 93619	(559) 323-1252
19	CA205	West Coast Clips, Inc. Matt Kneeland	1850 Herndon Avenue, Suite 110 Clovis, CA 93611	(559) 765-4408
20	CA805	Modern Clips, LLC Satheesh Rangappan	5434 Ygnacio Valley Road, Suite 50 Concord, CA 94521	(925) 673-5686
21	CA518	SCJM2, LLC Ron Chamberlain	185 E. 17th Street, Suite D Costa Mesa, CA 92627	(949) 650-4820
22	CA505	Batter Up, Inc. Matt Brown	10071 Valley View Street, Suite D-1 Cypress, CA 90630	(714) 761-5183
23	CA806	JSK Group, LLC Don Berger	9500 Crow Canyon Road, Suite B Danville, CA 94506	(925) 648-2887
24	CA111	Cotton Tops Enterprises, Inc. Kevin Henkel	1411 West Covell Boulevard, Suite 106 Davis, CA 95616	(530) 753-6000
25	CA405	SCJM2, LLC Ron Chamberlain	2632 Del Mar Heights Del Mar, CA 92014	(858) 523-0057
26	CA653	RFDM Sport, Inc. Rafael Falcon	5120 Hamner Avenue, Suite 130 Eastvale, CA 91752	(951) 934-3228
27	CA416	SCJM2, LLC Ron Chamberlain	12098 Fury Lane #B1 El Cajon, CA 92019	(619) 567-3728
28	CA116	KBRM, LLC Kim Tworek	4420 Town Center Boulevard, Suite 120 El Dorado Hills, CA 95762	(916) 933-9090
29	CA639	SCJM2, LLC Ron Chamberlain	630 N. Sepulveda Boulevard, Suite 6A El Segundo, CA 90245	(310) 616-3115
30	CA109	Rocky Ridge Investment Group, Inc. Jeff Simms	8259 Laguna Boulevard, Suite 140 Elk Grove, CA 95758	(916) 691-4247
31	CA414	SCJM2, LLC Ron Chamberlain	276 N. El Camino Real, Suite D Encinitas, CA 92024	(760) 942-8100
32	CA705	Way-Wise International, Inc. Firoz Bari	17200 Ventura Boulevard Encino, CA 91316	(818) 990-6788
33	CA408	SCJM2, LLC Ron Chamberlain	1036 West Valley Parkway, Suite 114 Escondido, CA 92025	(760) 735-3322

34	CA103	Cotton Tops Enterprises, Inc. Kevin Henkel	5351 Sunrise Boulevard Fair Oaks, CA 95628	(916) 967-2547
35	CA841	Modern Clips, LLC Satheesh Rangappan	1570 Gateway Boulevard, Suite B Fairfield, CA 94533	(707) 399-9181
36	CA118	Cotton Tops Enterprises, Inc. Kevin Henkel	2779 East Bidwell Street, Suite 200 Folsom, CA 95630	(916) 214-0427
37	CA106	KBRM, LLC Kim Tworek	25075 Blue Ravine Road, Suite 140 Folsom, CA 95630	(916) 817-2555
38	CA112	KBRM, LLC Kim Tworek	9475 Madison Avenue, Suite 130 Folsom, CA 95630	(916) 987-9090
39	CA651	Shear Blitz, Inc. Arif Taj	16155 Sierra Lakes Road, Suite 150 Fontana, CA 92336	(909) 491-7774
40	CA521	SCJM2, LLC Ron Chamberlain	26761 Portola Parkway, Suite 2C Foothill Ranch, CA 92610	(949) 354-5617
41	CA530	SCJM2, LLC Ron Chamberlain	18657 Brookhurst Street, Suite 2D Fountain Valley, CA 92708	(714) 625-8631
42	CA203	West Coast Clips, Inc. Matt Kneeland	782 W. Palmdon Avenue, Suite 782 Fresno, CA 93704	(559) 438-1909
43	CA201	West Coast Clips, Inc. Matt Kneeland	9433 North Fort Washington, Suite 105 Fresno, CA 93720	(559) 434-5476
44	CA206	West Coast Clips, Inc. Matt Kneeland	6770 North Brawley Avenue, Suite 102 Fresno, CA 93711	(559) 261-9940
45	CA519	PLB Holdings Corporation Paul Bibeau	1060 E. Bastanchury Road Fullerton, CA 92835	(714) 257-9820
46	CA630	Trim Team Ventures, Inc. Arif Taj	1385 E. Gladstone Street, Suite 100 Glendora, CA 91740	(909) 305-2547
47	CA783	SCJM2, LLC Ron Chamberlain	5801 Calle Real, Suite B Goleta, CA 93117	(805) 681-0559
48	CA502	Batter Up, Inc. Matt Brown	19710 Beach Boulevard Huntington Beach, CA 92648	(714) 968-5951
49	CA524	JBD Investments, Inc. Brian Corey	6834 Edinger Avenue Huntington Beach, CA 92647	(714) 842-1725
50	CA501	SCJM2, LLC Ron Chamberlain	6274 Irvine Boulevard Irvine, CA 92620	(949) 748-8228
51	CA522	SCJM2, LLC Ron Chamberlain	6779 Quail Hill Parkway Irvine, CA 92603	(949) 748-6775
52	CA531	SCJM2, LLC Ron Chamberlain	18050 Culver Drive Irvine, CA 92612	(949) 336-8779
53	CA640	Asralphs Enterprises Stacey Ralphs	707 Foothill Boulevard, Suite 5 La Canada, CA 91011	(818) 864-6747
54	CA526	PLB Holdings Corporation Paul Bibeau	1202 S. Idaho Street, Suite G La Habra, CA 90631	(714) 773-1178
55	CA406	SCJM2, LLC Ron Chamberlain	8855 Villa La Jolla Drive, Suite 401 La Jolla, CA 92037	(858) 657-0255
56	CA419	RLO Incorporated Renee Ortega	8034 La Mesa Boulevard La Mesa, CA 91942	(619) 303-6404

57	CA603	JBD Investments, Inc. Brian Corey	46650 Adams Street, Suite 104 La Quinta, CA 92253	(760) 564-6100
58	CA508	Shear Blitz, Inc. Arif Taj	2855 Foothill Boulevard, Suite #A-4 La Verne, CA 91750	(909) 947-8170
59	CA532	SCJM2, LLC Ron Chamberlain	32391 Golden Lantern, Suite D Laguna Niguel, CA 92677	(949) 503-2551
60	CA516	SCJM2, LLC Ron Chamberlain	27311 La Paz Road, Suite F Laguna Niguel, CA 92677	(949) 916-9825
61	CA646	K.A. Bowers, LLC Ken Bowers	31800 Grape Street, Unit B2 Lake Elsinore, CA 92532	(951) 579-4550
62	CA510	SCJM2, LLC Ron Chamberlain	23647 El Toro Road, Suite C Lake Forest, CA 92630	(949) 770-2243
63	CA707	Haddad's LLC Walid Haddad	44506 Valley Central Way, 103 Lancaster, CA 93536	(661) 951-8200
64	CA809	JSK Group, LLC Don Berger	4338 Las Positas Road Livermore, CA 94550	(925) 371-2887
65	CA255	Cotton Tops Enterprises, Inc. Kevin Henkel	2601 Reynolds Ranch Parkway, Suite 120 Lodi, CA 95240	(209) 400-6030
66	CA643	H Waldie, LLC Steven Waldman	5943 E. Spring Street Long Beach, CA 90808	(562) 275-8360
67	CA642	SCJM2, LLC Ron Chamberlain	1221 Artesia Boulevard, Suite 102 Manhattan Beach, CA 90266	(424) 277-9280
68	CA271	Central Coast Cutters, LLC Andy Banton	140 General Stilwell, Suite 140 Marina, CA 93933	(831) 324-4915
69	CA649	SCJM2, LLC Ron Chamberlain	30155 Haun Road Menifee, CA 92584	(951) 566-4768
70	CA509	Shear Blitz, Inc. Arif Taj	6445 Pat's Ranch Road, Suite C Mira Loma, CA 91752	(951) 739-7664
71	CA525	SCJM2, LLC Ron Chamberlain	26012 Marguerite Parkway, Suite K Mission Viejo, CA 92692	(949) 900-6092
72	CA254	KBRM, LLC Kim Tworek	3900 Sisk Road, Suite L Modesto, CA 95356	(209) 248-5575
73	CA253	Cotton Tops Enterprises, Inc. Kevin Henkel	3834 McHenry Avenue, Suite 160 Modesto, CA 95356	(209) 272-7002
74	CA757	SCJM2, LLC Ron Chamberlain	888 New Los Angeles Avenue, Suite I Moorpark, CA 93021	(805) 532-9923
75	CA803	AleClips, LLC Alessandro Chaves	1053 Cochrane Road, Suite 140 Morgan Hill, CA 95037	(408) 782-7456
76	CA654	SCJM2, LLC Ron Chamberlain	28210 Clinton Keith Road, Suite 400 Murrieta, CA 92563	(951) 894-1904
77	CA751	SCJM2, LLC Ron Chamberlain	715 Wendy Drive Newbury Park, CA 91320	(805) 499-5544
78	CA656	Shear Blitz, Inc. Arif Taj	1030 Hamner Avenue, Suite B Norco, CA 92860	(951) 444-0223
79	CA420	MYST, Inc. Marek Tlalka	2267 El Camino Real, Suite B Oceanside, CA 92054	(760) 435-0998

80	CA411	SCJM2, LLC Ron Chamberlain	4259 Oceanside Boulevard, Suite 102 Oceanside, CA 92056	(760) 631-1100
81	CA520	PLB Holdings Corporation Paul Bibeau	1549 E. Katella Avenue, Suite B Orange, CA 92867	(714) 744-4210
82	CA750	JBD Investments, Inc. Brian Corey	367 W. Esplanade Drive Oxnard, CA 93036	(805) 988-4847
83	CA601	Desert Skies, LLC Harry Gock	74998 Country Club Drive, Suite 240 Palm Desert, CA 92260	(760) 851-0406
84	CA602	Desert Skies, LLC Harry Gock	5001-1 E. Ramon Road, Suite 102 Palm Springs, CA 92264	(760) 832-7054
85	CA708	Top Stylists Venture, Inc. Walid Haddad	1301 Rancho Vista Boulevard, Suite E Palmdale, CA 93551	(661) 273-0744
86	CA636	Shear Blitz, Inc. Arif Taj	2335 E. Colorado Boulevard, Suite 120 Pasadena, CA 91107	(626) 689-7948
87	CA819	Modern Clips, LLC Satheesh Rangappan	401 Kenilworth Drive, Suite 640 Petaluma, CA 94952	(707) 766-7100
88	CA782	SMTMS II, Inc. Jana Takaoka	511 Five Cities Drive, Suite E5 Pismo Beach, CA 93449	(805) 295-6405
89	CA812	JSK Group, LLC Don Berger	4001 Santa Rita Road, Suite 3 Pleasanton, CA 94588	(925) 847-3090
90	CA407	SCJM2, LLC Ron Chamberlain	13541 Poway Road, Suite 509 Poway, CA 92064	(858) 592-4104
91	CA644	Cutting Edge Corp. Sanjay Patel	11460 Kenyon Way, Suite 106 Rancho Cucamonga, CA 91701	(909) 532-8078
92	CA648	SCJM2, LLC Ron Chamberlain	28901 S. Western Avenue, Suite 227 Rancho Palos Verdes, CA 90275	(424) 772-6440
93	CA301	Cotton Tops Enterprises, Inc. Kevin Henkel	1750 Churn Creek Road Redding, CA 96002	(530) 223-3516
94	CA650	Shear Blitz, Inc. Arif Taj	27471 San Bernardino Avenue, Suite 110 Redlands, CA 92374	(909) 792-3663
95	CA107	Cotton Tops Enterprises, Inc. Kevin Henkel	6620 Lone Tree Boulevard, Suite 300 Rocklin, CA 95765	(916) 787-4247
96	CA101	Rocky Ridge Investment Group, Inc. Jeff Simms	2030 Douglas Boulevard, Suite 44 Roseville, CA 95661	(916) 780-1111
97	CA114	Cotton Tops Enterprises, Inc. KevinHenkel	4021 Woodcreek Oaks Boulevard, Suite 156 Roseville, CA 95747	(916) 772-0808
98	CA104	JPGM, Inc. Gene Moorhouse	2577 Fair Oaks Boulevard, Suite B Sacramento, CA 95825	(916) 482-4247
99	CA105	Cotton Tops Enterprises, Inc. Kevin Henkel	3610 North Freeway Boulevard, Suite 130 Sacramento, CA 95834	(916) 928-0846
100	CA517	SCJM2, LLC Ron Chamberlain	638 Camino De Los Mares, Suite 100 San Clemente, CA 92673	(949) 276-8200
101	CA402	SCJM2, LLC Ron Chamberlain	4839 Clairemont Drive, Suite E San Diego, CA 92117	(858) 273-9993

102	CA412	SCJM2, LLC Ron Chamberlain	10549 Scripps Poway Pkwy, Suite C San Diego, CA 92131	(858) 689-9189
103	CA409	SCJM2, LLC Ron Chamberlain	2169 Fenton Parkway, Suite A-107 San Diego, CA 92108	(619) 281-5566
104	CA415	RLO Incorporated Renee Ortega	16615-B Dove Canyon Road, Suite 213 San Diego, CA 92127	(858) 675-1476
105	CA424	RLO Incorporated Renee Ortega	6755 Mira Mesa Boulevard, Suite 122 San Diego, CA 92121	(858) 768-0555
106	CA417	SCJM2, LLC Ron Chamberlain	4007 West Point Loma Boulevard San Diego, CA 92110	(619) 226-4007
107	CA425	RLO Incorporated Renee Ortega	11944 Bernardo Plaza Drive San Diego, CA 92127	(858) 524-6305
108	CA808	AleClips, LLC Alessandro Chaves	874-D Blossom Hill Road San Jose, CA 95123	(408) 227-4897
109	CA822	Kinger Group, LLC Amit Kinger	5255 Prospect Road San Jose, CA 95129	(408) 861-9440
110	CA529	SCJM2, LLC Ron Chamberlain	30763 Gateway Place, Suite C-3 San Juan Capistrano, CA 92675	(949) 478-0522
111	CA781	SMTMS II, Inc. Jana Takaoka	481 Madonna Road, Suite C San Luis Obispo, CA 93405	(805) 544-2264
112	CA418	MYST, Inc. Marek Tlalka	300 S. Twin Oaks Valley Road, Suite 103 San Marcos, CA 92078	(760) 591-3500
113	CA811	JSK Group, LLC Don Berger	405 Market Place San Ramon, CA 94583	(925) 866-2887
114	CA702	Wisdom International, LLC Firoz Bari	26485 Golden Valley Road, Suite B-3 Santa Clarita, CA 91350	(661) 255-8635
115	CA701	Wisdom International, LLC Firoz Bari	26562 Bouquet Canyon Road Santa Clarita, CA 91350	(661) 263-1897
116	CA780	SMTMS, Inc. Jana Takaoka	540 East Betteravia Road, Suite F Santa Maria, CA 93454	(805) 346-2434
117	CA410	SCJM2, LLC Ron Chamberlain	9349 Mission Gorge Road, Suite 115 Santee, CA 92071	(619) 562-2719
118	CA753	SCJM2, LLC Ron Chamberlain	2975 Cochran Street, Suite C Simi Valley, CA 93065	(805) 520-6405
119	CA637	Shear Blitz, Inc. Arif Taj	1124 Fair Oaks Avenue South Pasadena, CA 91030	(626) 800-1417
120	CA818	Kinger Group, LLC Amit Kinger	302 W. El Camino Sunnyvale, CA 94087	(408) 685-2488
121	CA633	SCJM2, LLC Ron Chamberlain	40335 Winchester Road, Suite A Temecula, CA 92591	(951) 225-4142
122	CA634	SCJM2, LLC Ron Chamberlain	32068 Temecula Parkway, Suite 400 Temecula, CA 92592	(951) 303-9547
123	CA755	SCJM2, LLC Ron Chamberlain	2072 E. Avenida de Los Arboles, Unit A-2 Thousand Oaks, CA 91362	(805) 493-2400
124	CA512	SCJM2, LLC Ron Chamberlain	24223 Crenshaw Boulevard, Suite F Torrance, CA 90505	(310) 325-0094

125	CA251	JSK Group, LLC Don Berger	2451 Naglee Road, Suite 102 Tracy, CA 95304	(209) 832-2887
126	CA252	West Coast Clips, Inc. Matt Kneeland	2745 Country Side Drive Turlock, CA 95382	(209) 250-2627
127	CA504	SCJM2, LLC Ron Chamberlain	2318 Park Avenue Tustin, CA 92782	(714) 259-0622
128	CA523	SCJM2, LLC Ron Chamberlain	1078 Irvine Boulevard Tustin, CA 92780	(714) 368-3470
129	CA632	Shear Blitz, Inc. Arif Taj	1943 North Campus Avenue, Suite B Upland, CA 91784	(909) 922-6025
130	CA840	Cotton Tops Enterprises, Inc. Kevin Henkel	1631 E. Monte Vista Avenue, Suite K101 Vacaville, CA 95688	(707) 447-4606
131	CA703	Wisdom International, LLC Firoz Bari	26818 The Old Road, Suite B Valencia, CA 91355	(661) 260-3632
132	CA754	JBD Investments, Inc. Brian Corey	4020 E. Main Street, B-6-2 Ventura, CA 93001	(805) 644-4000
133	CA204	West Coast Clips, Inc. Matt Kneeland	3735 S. Mooney Boulevard Visalia, CA 93277	(559) 635-2222
134	CA426	SCJM2, LLC Ron Chamberlain	1350 E. Vista Way, Suite 1 Vista, CA 92084	(760) 295-0662
135	CA821	Modern Clips, LLC Satheesh Rangappan	2815 Ygnacio Valley Road Walnut Creek, CA 94598	(925) 274-1985
136	CA756	SCJM2, LLC Ron Chamberlain	30734 Russell Ranch Road, Suite C Westlake Village, CA 91362	(818) 483-4484
137	CA117	Modern Clips, LLC Satheesh Rangappan	2021 Bronze Star Drive, Suite 500 Woodland, CA 95776	(530) 406-8646
138	CA514	Shear Blitz, Inc. Arif Taj	21480 Yorba Linda Boulevard, Suite C1 Yorba Linda, CA 92887	(714) 701-0104
139	CA515	PLB Holdings Corporation Paul Bibeau	17476 Yorba Linda Boulevard Yorba Linda, CA 92886	(714) 572-1941
140	CA150	Cotton Tops Enterprises, Inc. Kevin Henkel	1054 Harter Road, #2 Yuba City, CA 95993	(530) 751-1175

COLORADO

1	CO137	Samben Enterprises, LLC Charlie Cho	7953 Wadsworth Boulevard, Suite 14 Arvada, CO 80003	(720) 633-6632
2	CO133	Mountain West Clips, LLC Gian Gieri	15400 W. 64th Street Arvada, CO 80007	(303) 420-0696
3	CO118	Samben Enterprises, LLC Charlie Cho	3571 South Tower Road, Unit B Aurora, CO 80013	(303) 371-1946
4	CO136	TMAC Investments, Inc. Riley McMurdo	25531 Smoky Hill Road, Suite 2 Aurora, CO 80016	(303) 680-7318
5	CO125	Samben Enterprises, LLC Charlie Cho	10551 E. Garden Drive, Suite 102 Aurora, CO 80015	(303) 745-4742
6	CO112	TMAC Investments, Inc. Riley McMurdo	6140 South Gun Club Road, #K-5 Aurora, CO 80016	(303) 680-4100

7	CO106	TMAC Investments, Inc. Riley McMurdo	316 Allen Street Castle Rock, CO 80108	(303) 663-2445
8	CO201	TMAC Investments, Inc. Riley McMurdo	3560 E. Woodmen Road, Suite 120 Colorado Spring, CO 80918	(719) 264-8444
9	CO206	Premier Salons of Colorado, LLC Jay Gallagher	4465 Venetucci Boulevard, Suite 150 Colorado Springs, CO 80906	(719) 576-3582
10	CO210	Premier Salons of Colorado, LLC Jay Gallagher	9673 Prominent Point, Suite 120 Colorado Springs, CO 80924	(719) 282-8382
11	CO202	TMAC Investments, Inc. Riley McMurdo	3736 Bloomington Street Colorado Springs, CO 80922	(719) 591-4889
12	CO208	Premier Salons of Colorado, LLC Jay Gallagher	13415 Voyager Colorado Springs, CO 80921	(719) 488-4222
13	CO209	TMAC Investments, Inc. Riley McMurdo	4108 Austin Bluffs Parkway Colorado Springs, CO 80918	(719) 593-1340
14	CO132	The TW Group, LLC William Frankfurt	15175 E. 104th Avenue Commerce City, CO 80022	(303) 227-7660
15	CO120	Samben Enterprises, LLC Charlie Cho	6300 E. Hampden Avenue, Suite B Denver, CO 80222	(303) 753-4025
16	CO141	TMAC Investments, Inc. Riley McMurdo	4906 North Tower Road, Suite 110 Denver, CO 80249	(720) 627-5800
17	CO501	The TW Group, LLC William Frankfurt	1125 S. Camino del Rio, Suite 350 Durango, CO 81303	(970) 259-6400
18	CO145	Mountain West Clips, LLC Gian Gieri	1921 Sheridan Boulevard, Unit C Edgewater, CO 80214	(720) 998-0847
19	CO103	TMAC Investments, Inc. Riley McMurdo	1153 Bergen Parkway, Suite K Evergreen, CO 80439	(303) 679-3338
20	CO205	TMAC Investments, Inc. Riley McMurdo	7639 McLaughlin Road Falcon, CO 80831	(719) 494-8340
21	CO134	JDMK Global, LLC Kurk Erickson	6120 Firestone Boulevard, Suite #402 Firestone, CO 80520	(303) 776-4381
22	CO301	Momentum Investments, Inc. Jason Brandon	2519 S. Shields Street, Suite 1N Fort Collins, CO 80526	(970) 484-3904
23	CO304	TMAC Investments, Inc. Riley McMurdo	2733 Council Tree Avenue, Suite 137 Fort Collins, CO 80525	(970) 286-2376
24	CO204	Premier Salons of Colorado, LLC Jay Gallagher	6825 Mesa Ridge Parkway, Suite 130 Fountain, CO 80817	(719) 382-3542
25	CO123	TMAC Investments, Inc. Riley McMurdo	1000 S. Colorado Glendale, CO 80246	(303) 691-3700
26	CO402	The TW Group, LLC William Frankfurt	2430 Patterson Road, Unit B Grand Junction, CO 81505	(970) 644-5577
27	CO302	TMAC Investments, Inc. Riley McMurdo	4711 W. 29th Street, Suite B Greeley, CO 80634	(970) 330-3595
28	CO138	BLB Enterprises, Inc. Brian Boberick	8575 E. Arapahoe Road, Suite B Greenwood Village, CO 80112	(303) 309-0143
29	CO101	The TW Group, LLC William Frankfurt	9579 S. University Boulevard, Suite 110 Highlands Ranch, CO 80126	(720) 348-1226

30	CO122	Samben Enterprises, LLC Charlie Cho	1100 Sgt Jon Stiles Drive, Suite 103 Highlands Ranch, CO 80129	(303) 471-5700
31	CO148	The TW Group, LLC William Frankfurt	4395 Ledge Rock Drive, Suite 120 Johnstown, CO 80534	(970) 806-6610
32	CO131	Samben Enterprises, LLC Charlie Cho	535 West Boulder Road, Suite 280 Lafayette, CO 80026	(303) 665-0487
33	CO117	Samben Enterprises, LLC Charlie Cho	2589 S. Lewis Way, Unit 6C Lakewood, CO 80227	(303) 986-2134
34	CO129	The TW Group, LLC William Frankfurt	375 Union Boulevard, Suite 120 Lakewood, CO 80228	(303) 989-1830
35	CO124	The TW Group, LLC William Frankfurt	14409C West Colfax Avenue Lakewood, CO 80401	(303) 453-7140
36	CO146	SC Littleton VW, LLC Pawan Chaudhary	8555 W. Belleview Avenue, Suite G20 Littleton, CO 80123	(720) 544-7753
37	CO139	The TW Group, LLC William Frankfurt	2600 West Belleview Avenue, Suite 500 Littleton, CO 80123	(303) 795-3252
38	CO108	Samben Enterprises, LLC Charlie Cho	9956 W. Remington, #A-11 Littleton, CO 80128	(303) 973-9902
39	CO105	Mountain West Clips, LLC Gian Gieri	9996 Commons Street, Suite 320 Lone Tree, CO 80124	(720) 895-0432
40	CO130	TMAC Investments, Inc. Riley McMurdo	210 Ken Pratt Boulevard, Suite 250 Longmont, CO 80501	(303) 651-0171
41	CO111	The TW Group, LLC William Frankfurt	133 McCaslin Boulevard, Suite F Louisville, CO 80027	(303) 665-7200
42	CO303	Abaco Development, Inc. David Weseman	1550 Fall River Drive, #160 Loveland, CO 80538	(970) 663-9034
43	CO144	TMAC Investments, Inc. Riley McMurdo	1440 10th Street Southwest Loveland, CO 80537	(970) 800-3602
44	CO203	TMAC Investments, Inc. Riley McMurdo	16064 Jackson Creek Parkway, Suite 140 Monument, CO 80132	(719) 488-3595
45	CO135	Samben Enterprises, LLC Charlie Cho	12947 S. Parker Road, Unit #4 Parker, CO 80134	(720) 778-1135
46	CO115	Samben Enterprises, LLC Charlie Cho	18366 Lincoln Avenue, Suite 105 Parker, CO 80134	(720) 851-5439
47	CO142	Samben Enterprises, LLC Charlie Cho	18400 Cottonwood Drive, Suite 103 Parker, CO 80138	(303) 841-0443
48	CO211	Autumn Breeze Investments Corp. Rebecca Brown	5939 North Elizabeth Street Pueblo, CO 81008	(719) 281-3145
49	CO128	BLB Enterprises, Inc. Brian Boberick	9645 Washington Street, #150 Thornton, CO 80229	(303) 920-5069
50	CO107	Samben Enterprises, LLC Charlie Cho	3975 E. 120th Avenue Thornton, CO 80241	(303) 450-0361
51	CO127	TMAC Investments, Inc. Riley McMurdo	13565 Quebec Street Thornton, CO 80602	(720) 588-8455
52	CO140	JDMK Global, LLC Kurk Erickson	14315 Orchard Parkway, Suite 300 Westminster, CO 80023	(303) 451-2323

53	CO114	The TW Group, LLC William Frankfurt	11225 Decatur Street, #700 Westminster, CO 80234	(303) 404-3886
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CONNECTICUT

1	CT102	A&M Clips, LLC Aziz Ali	385 W. Main Street Avon, CT 06001	(860) 284-9808
2	CT107	Branford Clippers, LLC Amy Da Silva	972 West Main Street Branford, CT 06405	(203) 208-1600
3	CT103	Avon Ridge Capital, LLC Nicodemo Santini	1196 Farmington Avenue Bristol, CT 06010	(860) 506-4227
4	CT108	Avon Ridge Capital, LLC Nicodemo Santini	10 Hazard Avenue, Suite 3 Enfield, CT 06082	(860) 741-0457
5	CT201	Black Rock Clippers, LLC Amy Da Silva	2395 Blackrock Turnpike Fairfield, CT 06825	(203) 212-3599
6	CT104	Avon Ridge Capital, LLC Nicodemo Santini	2753 Main Street Glastonbury, CT 06033	(860) 633-1122
7	CT106	A&M Clips Manchester, LLC Aziz Ali	1442 Pleasant Valley Road, Suite B Manchester, CT 06042	(860) 644-2081
8	CT101	Milford Clippers, LLC Amy Da Silva	1678 Boston Post Road Milford, CT 06460	(203) 283-7765
9	CT202	Norwalk Clippers, LLC Amy Da Silva	360 Connecticut Avenue Norwalk, CT 06854	(203) 957-8000
10	CT105	A&M Clips Plainville, LLC Aziz Ali	275 New Britain Avenue Plainville, CT 06062	(860) 793-0012
11	CT203	Shelton Clippers, LLC Amy Da Silva	868 Bridgeport Avenue Shelton, CT 06484	(203) 538-5249

DELAWARE

1	DE201	Top Dog 15, LLC Jeff Burroughs	1211 N. Dupont Highway, Suite #C Dover, DE 19901	(302) 677-1622
2	DE101	Top Dog 15, LLC Jeff Burroughs	450 People's Plaza Newark, DE 19702	(302) 836-9900
3	DE102	Top Dog 15, LLC Jeff Burroughs	1255 Churchmans Road Newark, DE 19713	(302) 294-1774
4	DE401	Top Dog 15, LLC Jeff Burroughs	18756 Coastal Highway, Suite 7 Rehoboth Beach, DE 19971	(302) 291-2391
5	DE104	Top Dog 15, LLC Jeff Burroughs	4500 New Linden Hill Road Wilmington, DE 19808	(302) 407-6333

FLORIDA

1	FL345	Tytegtay, Inc. Cary Kledzik	9658 Glades Road, Suite 210 Boca Raton, FL 33434	(561) 409-9400
2	FL334	Tytegtay, Inc. Cary Kledzik	625 NE Spanish River Boulevard, Suite 104 Boca Raton, FL 33431	(561) 368-4944
3	FL336	SLSJJ, Inc. Sergio Paliska	830 N. Congress Avenue, Suite 110 Boynton Beach, FL 33426	(561) 737-7811

4	FL119	Abink, LLC Michelle Choat-Sellers	1606 Cortez Road West Bradenton, FL 34207	(941) 751-7500
5	FL103	DASJ, Inc. Debra Sawyer	1969 W. Lumsden Road, Suite 34 Brandon, FL 33511	(813) 684-1385
6	FL101	DASJ, Inc. Debra Sawyer	819 E. Bloomingdale Avenue Brandon, FL 33511	(813) 571-0701
7	FL133	Trinity SC, LLC Joe Gulino	7065 Coastal Boulevard Brooksville, FL 34613	(352) 556-4617
8	FL373	Tytegtay, Inc. Cary Kledzik	2301 Del Prado Blvd, #860 Cape Coral, FL 33990	(239) 242-6612
9	FL380	HK Enterprise Group, LLC Alex Howson	1830 Pine Island Road, # 170 Cape Coral, FL 33909	(239) 458-3400
10	FL112	Kled6, Inc. Cary Kledzik	2518 State Road 580, Suite B Clearwater, FL 33761	(727) 724-6555
11	FL106	HK Enterprise Group, LLC Alex Howson	2759 Gulf to Bay Boulevard, 1920 - A1 Clearwater, FL 33759	(727) 796-0265
12	FL217	DASJ, Inc. Debra Sawyer	2501 South Highway 27, Suite 102 Clermont, FL 34711	(325) 989-5949
13	FL228	Coastal Styles 1, LLC Stanford Crowder	2301 State Road 524, Suite 165 Cocoa, FL 32926	(321) 806-4418
14	FL308	Kled6, Inc. Cary Kledzik	4450 North State Road, Suite 7 Coconut Creek, FL 33073	(954) 597-1800
15	FL309	Kled6, Inc. Cary Kledzik	8943 W. Atlantic Boulevard Coral Springs, FL 33071	(954) 345-8458
16	FL485	Emerald Coast Clips, LLC Mitzi Henley	1900 S. Ferdon Boulevard, Suite 100 Crestview, FL 32536	(850) 331-2946
17	FL307	Amandrex LLC Mario Barroso	2052 S. University Drive Davie, FL 33324	(954) 357-0121
18	FL306	SJJ, Inc. Sergio Paliska	3656 West Hillsboro Boulevard Deerfield Beach, FL 33442	(954) 571-7515
19	FL342	Triple Play Delray, LLC Paul Sachse	1725 South Federal Highway, Suite #A-4 Delray Beach, FL 33444	(561) 562-5085
20	FL484	Emerald Coast Clips, LLC Mitzi Henley	34904 Emerald Coast Parkway, Suite 140 Destin, FL 32541	(850) 460-2847
21	FL503	Ramacor 13, LLC Hector Ramallo	10481 NW 41st Street Doral, FL 33178	(305) 470-9021
22	FL375	Tytegtay, Inc. Cary Kledzik	8017 Plaza del Lago Drive, Suite 115 Estero, FL 33928	(239) 949-8228
23	FL506	RLK Companies, LLC Mike Lucido	1520 N. Federal Highway Fort Lauderdale, FL 33304	(954) 999-5004
24	FL381	Gladiathair, LLC Michael Wills	9321 Ben C Pratt Six Mile Cypress Parkway Fort Myers, FL 33966	(239) 208-2220
25	FL371	HK Enterprise Group, LLC Alex Howson	13711 S. Tamiami Trail #9 Fort Myers, FL 33912	(239) 437-8005
26	FL483	Emerald Coast Clips, LLC Mitzi Henley	450 E. Racetrack Road NW, Suite E Fort Walton Beach, FL 32547	(850) 315-6871

27	FL376	Tytegtay, Inc. Cary Kledzik	9902 Gulf Coast Main Street, D142 Ft. Myers, FL 33913	(239) 454-2547
28	FL902	Tytegtay, Inc. Cary Kledzik	2803 SW 42nd Street, Suite 30 Gainesville, FL 32608	(352) 792-6390
29	FL901	Tytegtay, Inc. Cary Kledzik	2231 NW 13th Street, Suite 20 Gainesville, FL 32605	(352) 727-7740
30	FL480	ForeM Partners, Inc. Michael Mendoza	3711 Gulf Breeze Parkway Gulf Breeze, FL 32563	(850) 932-4618
31	FL410	Tytegtay, Inc. Cary Kledzik	11406 San Jose Boulevard, Suite 5 Jacksonville, FL 32223	(904) 551-7497
32	FL415	Navidare, LLC John Curran	4413 Town Center Parkway, Suite 213 Jacksonville, FL 32246	(904) 606-3400
33	FL407	Tytegtay, Inc. Cary Kledzik	13760 Old St. Augustine Road, Suite 113 Jacksonville, FL 32258	(904) 288-0711
34	FL416	Navidare, LLC John Curran	9785 Crosshill Boulevard, Suite 102 Jacksonville, FL 32222	(904) 849-8100
35	FL409	Haircuts Pablo Creek, LLC Tom Brubaker	3267 Hodges Boulevard, Suite #4 Jacksonville, FL 32224	(904) 223-3233
36	FL403	MOUNTAINLIFE CORP. Tom Brubaker	13170 Atlantic Boulevard Jacksonville, FL 32225	(904) 221-9090
37	FL333	Tytegtay, Inc. Cary Kledzik	2517 NW Federal Highway Jensen Beach, FL 34957	(772) 232-9828
38	FL341	Triple Play Jupiter, LLC Paul Sachse	6390 West Indiantown Road, Suite 16A Jupiter, FL 33458	(561) 529-2566
39	FL215	DASJ, Inc. Debra Sawyer	4255 West Lake Mary Boulevard Lake Mary, FL 32746	(407) 732-7705
40	FL340	Triple Play Lantana, LLC Paul Sachse	6169 S. Jog Road, Suite 2C Lake Worth, FL 33467	(561) 355-0570
41	FL601	DASJ, Inc. Debra Sawyer	3615 South Florida Avenue, Suite 1330 Lakeland, FL 33803	(863) 619-2800
42	FL602	DASJ, Inc. Debra Sawyer	4151 US Highway 98 North Lakeland, FL 33809	(863) 859-5900
43	FL118	Kled6, Inc. Cary Kledzik	13200 Seminole Boulevard, Suite 203 Largo, FL 33778	(727) 330-7838
44	FL127	Trinity SC, LLC Joe Gulino	23683 Florida 54 Lutz, FL 33559	(813) 388-5242
45	FL702	ForeM Partners, Inc. Michael Mendoza	2105 Florida 77, Suite #2 Lynn Haven, FL 32444	(850) 248-5156
46	FL226	Navidare, LLC John Curran	4846 N. Wickham Road Melbourne, FL 32940	(321) 341-9190
47	FL481	ForeM Partners, Inc. Michael Mendoza	4816 US Highway 90 Milton, FL 32571	(850) 994-6299
48	FL378	HK Enterprise Group, LLC Alex Howson	2415 Tarpon Bay Boulevard, Unit #6 Naples, FL 34119	(239) 566-8804
49	FL377	Tytegtay, Inc. Cary Kledzik	1410 Pine Ridge Road, Suite 2 Naples, FL 34109	(239) 262-2547

50	FL379	HK Enterprise Group, LLC Alex Howson	13040 Livingston Road, Building 300, Unit 5 Naples, FL 34105	(239) 262-8841
51	FL382	Tytegtay, Inc. Cary Kledzik	1016 Immokalee Road Naples, FL 34110	(239) 631-5686
52	FL414	Tytegtay, Inc. Cary Kledzik	1106 Atlantic Boulevard Neptune Beach, FL 32266	(904) 246-1759
53	FL122	Rudi Clips, Inc. Michelle Rupiper	8265 Little Road New Port Richey, FL 34654	(727) 203-8000
54	FL211	Tytegtay, Inc. Cary Kledzik	2602 SW 19th Avenue, Suite 202 Ocala, FL 34471	(352) 433-2366
55	FL130	DASJ, Inc. Debra Sawyer	2201 Sembler Drive Odessa, FL 33556	(813) 336-4309
56	FL114	Kled6, Inc. Cary Kledzik	3689 Tampa Road, Suite 304 Oldsmar, FL 34677	(813) 510-3969
57	FL412	Tytegtay, Inc. Cary Kledzik	661 Blanding Boulevard, Suite 516 Orange Park, FL 32073	(904) 375-8614
58	FL219	DASJ, Inc. Debra Sawyer	9971 Tagore Place, Suite 2 Orlando, FL 32827	(407) 675-2001
59	FL218	DASJ, Inc. Debra Sawyer	859 North Alafaya Trail Orlando, FL 32828	(407) 250-5058
60	FL223	Register Enterprises, LLC Brian Register	1474 W. Granada Boulevard, Suite 485 Ormond Beach, FL 32174	(386) 265-1680
61	FL224	DASJ, Inc. Debra Sawyer	112 W. Mitchell Road, Suite 1037 Oviedo, FL 32765	(407) 542-5064
62	FL331	Tytegtay, Inc. Cary Kledzik	3910 Northlake Boulevard Palm Beach Gardens, FL 33403	(561) 799-4969
63	FL129	Kled6, Inc. Cary Kledzik	33119 US Highway 19 North Palm Harbor, FL 34684	(727) 239-7510
64	FL504	SFLA Holdings LLC Steven Risi	13611 South Dixie Highway, Suite 108 Palmetto Bay, FL 33176	(305) 235-1801
65	FL135	HK Enterprise Group, LLC Mark Kalas	8970 US301 North, Unit 116 Parrish, FL 34219	(941) 417-2016
66	FL312	Kled6, Inc. Cary Kledzik	10550 Pines Boulevard, Suite B-103 Pembroke Pines, FL 33026	(954) 299-9686
67	FL301	Kled6, Inc. Cary Kledzik	18247 Pines Boulevard, Space 2-C4B Pembroke Pines, FL 33029	(954) 499-5557
68	FL486	ForeM Partners, Inc. Michael Mendoza	1674 E. Nine Mile Road, Suite B Pensacola, FL 32514	(850) 332-5351
69	FL482	ForeM Partners, Inc. Michael Mendoza	5147-B Bayou Boulevard Pensacola, FL 32503	(850) 474-4700
70	FL124	Long Franchises, LLC Lyndi Long	2404 James L. Redman Parkway Plant City, FL 33566	(813) 853-0808
71	FL305	Tytegtay, Inc. Cary Kledzik	2001 N. Federal Highway, Space 115 Pompano Beach, FL 33062	(954) 783-2125
72	FL383	HYE Gladiathair, LLC Michael Wills	1804 Tamiami Trail, Suite E-4 Port Charlotte, FL 33948	(941) 883-2616

73	FL214	Register Enterprises, LLC Brian Register	1820 Dunlawton Avenue, Suite 104 Port Orange, FL 32127	(386) 333-9774
74	FL339	Tytegtay, Inc. Cary Kledzik	1740 SW St. Lucie Boulevard Port St Lucie, FL 34986	(772) 323-0709
75	FL104	HK Enterprise Group, LLC Alex Howson	10469 Gibsonton Drive, Suite F Riverview, FL 33569	(813) 671-8775
76	FL132	Long Franchises, LLC Lyndi Long	10169 Big Bend Road Riverview, FL 33578	(813) 733-0853
77	FL337	Triple Play Royal Palm, LLC Paul Sachse	11081 Southern Boulevard, Suite 130 Royal Palm Beach, FL 33411	(561) 333-0094
78	FL212	Register Enterprises, LLC Brian Register	1649 WP Ball Boulevard Sanford, FL 32771	(407) 878-0835
79	FL134	Abink, LLC Michelle Choat-Sellers	6532 University Parkway, Suite 110 Sarasota, FL 34240	(941) 259-2075
80	FL107	HK Enterprise Group, LLC Alex Howson	8433 Tuttle Avenue Sarasota, FL 34243	(941) 351-4659
81	FL121	Abink, LLC Michelle Choat-Sellers	8378 South Tamiami Trail Sarasota, FL 34238	(941) 702-5451
82	FL131	HK Enterprise Group, LLC Alex Howson	5360 Fruitville Road Sarasota, FL 34232	(941) 952-3679
83	FL230	Coastal Styles 2, LLC Stan Crowder	1024 Highway A1A, Suite 150 Satellite Beach, FL 32937	(321) 408-8352
84	FL418	Navidare, LLC John Curran	1835 US-1 South, Suite 129 St. Augustine, FL 32084	(904) 600-3250
85	FL417	Tytegtay, Inc. Cary Kledzik	550 Durbin Pavilion Drive, Suite 104 St. Johns, FL 32259	(904) 343-2813
86	FL110	HK Enterprise Group, LLC Alex Howson	3942 Tyrone Boulevard North, Suite A1 St. Petersburg, FL 33709	(727) 565-0947
87	FL117	Kled6, Inc. Cary Kledzik	5008 4th Street North St. Petersburg, FL 33701	(727) 914-7674
88	FL344	Tytegtay, Inc. Cary Kledzik	2297 SE Federal Highway Stuart, FL 34994	(772) 324-8550
89	FL802	Crawco, LLC Elizabeth Crawford	3122 Mahan Drive, Suite 702 Tallahassee, FL 32308	(850) 421-9001
90	FL801	Crawco, LLC Elizabeth Crawford	3495 Thomasville Road, Suite 4 Tallahassee, FL 32309	(850) 907-1376
91	FL803	Crawco, LLC Elizabeth Crawford	1700 North Monroe Street, Suite 13 Tallahassee, FL 32304	(850) 210-0311
92	FL108	Kled6, Inc. Cary Kledzik	415 S. Dale Mabry Highway, Suite G Tampa, FL 33609	(813) 304-2500
93	FL111	Kled6, Inc. Cary Kledzik	3801 W. Gandy Boulevard, Suite B Tampa, FL 33611	(813) 443-4561
94	FL115	Kled6, Inc. Cary Kledzik	6917 Gunn Highway, Suite B Tampa, FL 33625	(813) 336-4966
95	FL109	Kled6, Inc. Cary Kledzik	15724 N. Dale Mabry Highway Tampa, FL 33618	(813) 600-5500

96	FL208	KAPTIVATE, LLC Kathy Heron	6729 Colonnade Drive, Suite 116 Viera, FL 32940	(321) 637-1553
97	FL335	Triple Play Wellington, LLC Paul Sachse	10200 West Forest Hill Boulevard, Suite 160 Wellington, FL 33414	(561) 791-9177
98	FL105	DASJ, Inc. Debra Sawyer	27709 State Road 56, Suite 104 Wesley Chapel, FL 33544	(813) 907-9404
99	FL220	Darbyshire Heron, LLC Kathy Heron	4311 Norfolk Parkway, Suite 104 West Melbourne, FL 32904	(321) 953-4905
100	FL229	Navidare, LLC John Curran	1509 W. New Haven Avenue West Melbourne, FL 32904	(321) 462-6050
101	FL227	SC CFL1, LLC Adam Doktor	14410 Shoreside Way, Suite 120 Winter Garden, FL 34787	(407) 554-1001
102	FL209	DASJ, Inc. Debra Sawyer	3317-104 Daniels Road Winter Garden, FL 34787	(407) 654-5220
103	FL128	EightyEight, LLC Sharon Sowers	5719 Cypress Gardens Boulevard, Suite B Winter Haven, FL 33884	(863) 280-6521
104	FL206	JIMZER, Inc. Tami Johnson	5268 Red Bug Lake Road Winter Springs, FL 32708	(407) 695-2920

GEORGIA

1	GA116	Briks Ventures, LLC Shouvik Ganguly	3345 N. Cobb Parkway, Suite 200 Acworth, GA 30101	(770) 966-7999
2	GA146	Briks Ventures, LLC Shouvik Ganguly	4305 State Bridge Road, Suite 104 Alpharetta, GA 30022	(678) 587-5008
3	GA131	Briks Ventures, LLC Shouvik Ganguly	1791 Oconee Connector, #545 Athens, GA 30606	(706) 543-4242
4	GA143	Briks Ventures, LLC Shouvik Ganguly	2955 Cobb Parkway, Suite 850 Atlanta, GA 30339	(770) 953-8804
5	GA151	Shane and Wendy Irvin Shane Irvin	3974-B Peachtree Road NE, Suite 6 Atlanta, GA 30319	(404) 467-8991
6	GA125	Sawyer Business Group, Inc. Anthony Sawyer	3655 Roswell Road NE, Suite 220 Atlanta, GA 30342	(404) 844-2547
7	GA103	Sawyer Business Group, Inc. Anthony Sawyer	2090 Dunwoody Club Drive, Suite 122 Atlanta, GA 30350	(770) 673-0240
8	GA129	Briks Ventures, LLC Shouvik Ganguly	1715 Howell Mill Road NW, Suite 11 Atlanta, GA 30318	(404) 352-9816
9	GA503	Voegtler Enterprises, Inc. William Voegtler	2805 Washington Road, Suite 401 Augusta, GA 30909	(706) 922-3009
10	GA201	Voegtler Enterprises, Inc. William Voegtler	727 Glynn Isles Brunswick, GA 31525	(912) 265-3310
11	GA122	Briks Ventures, LLC Shouvik Ganguly	3410 Buford Drive, Suite G420 Buford, GA 30519	(770) 831-0101
12	GA120	Briks Ventures, LLC Shouvik Ganguly	1810 Cumming Highway, Suite 710 Canton, GA 30114	(770) 720-1606
13	GA150	SWI II Enterprise, LLC Shane Irvin	1765 US 27, Suite 700 Carrollton, GA 30117	(678) 586-3817

14	GA147	Sawyer Business Group, Inc. Anthony Sawyer	50 Main Street Market Place SE, #300 Cartersville, GA 30121	(770) 878-0028
15	GA301	SWI II Enterprise, LLC Shane Irvin	5413 Whittlesey Boulevard, Suite B Columbus, GA 31909	(706) 320-2221
16	GA155	Jars of Clay Newton, LLC Jarrod Durden	12651 Town Center Boulevard, Suite 104 Covington, GA 30014	(678) 888-4849
17	GA114	EDS I, LLC Ed Smith	1574 Marketplace Boulevard, Suite 3 Cumming, GA 30041	(770) 205-9141
18	GA144	Briks Ventures, LLC Shouvik Ganguly	3465 Braselton Highway, Suite 120 Dacula, GA 30019	(678) 804-9213
19	GA140	Shane and Wendy Irvin Shane Irvin	645 Dacula Road, #115 Dacula, GA 30019	(770) 674-5416
20	GA550	Sawyer Business Group, Inc. Anthony Sawyer	1323 West Walnut Avenue, Suite 4 Dalton, GA 30722	(706) 529-7443
21	GA130	Burgess Enterprises, Inc. Brian D. Burgess	143 Power Center Drive Dawsonville, GA 30534	(706) 265-4083
22	GA128	SWI III Enterprise, Inc. Shane Irvin	6977 B Concourse Parkway Douglasville, GA 30135	(678) 267-2700
23	GA501	Voegtler Enterprises, Inc. William Voegtler	4446 Washington Road, Suite 5 Evans, GA 30810	(706) 922-3133
24	GA156	Briks Ventures, LLC Shouvik Ganguly	5855 Spout Springs Road, A406 Flowery Branch, GA 30542	(678) 828-9540
25	TN502	Sawyer Business Group, Inc. Anthony Sawyer	2640 Battlefield Parkway, Suite 100 Ft. Oglethorpe, GA 30742	(706) 858-1414
26	GA505	Voegtler Enterprises, Inc. William Voegtler	4306 Gateway Boulevard, Unit C Grovetown, GA 30813	(762) 994-0080
27	GA111	SWI II Enterprise, LLC Shane Irvin	4795 Jimmy Lee Smith Parkway, Suite 105 Hiram, GA 30141	(770) 943-5610
28	GA603	Jars of Clay, LLC Jarrod Durden	1117 Highway 96, Suite 108 Kathleen, GA 31047	(478) 287-2190
29	GA138	Briks Ventures, LLC Shouvik Ganguly	4290 Bells Ferry Road, Suite 152 Kennesaw, GA 30144	(770) 966-2842
30	GA149	Briks Ventures, LLC Shouvik Ganguly	1985 Cobb Parkway, Suite 110 Kennesaw, GA 30152	(678) 803-9515
31	GA145	Shane and Wendy Irvin Shane Irvin	938 Duluth Highway, Suite C-2 Lawrenceville, GA 30043	(470) 282-1995
32	GA118	SWI II Enterprise, LLC Shane Irvin	4044 Atlanta Highway, Suite 800 Loganville, GA 30052	(770) 913-8176
33	GA601	Jars of Clay, LLC Jarrod Durden	5932 Zebulon Road, Suite B Macon, GA 31210	(478) 254-8530
34	GA109	Shane and Wendy Irvin Shane Irvin	4880 Lower Roswell Road, Suite 490 Marietta, GA 30068	(770) 578-7955
35	GA135	Burgess Enterprises, Inc. Brian D. Burgess	3600 Dallas Highway, Suite 270 Marietta, GA 30064	(770) 420-1983
36	GA121	Sawyer Business Group, Inc. Anthony Sawyer	3154 Johnson Ferry Road, Suite 104 Marietta, GA 30062	(770) 998-6970

37	GA154	Dragoon Six, LLC Alex Horn	2550 Sandy Plains Road Marietta, GA 30066	(770) 672-6618
38	GA504	Voegtler Enterprises, Inc. William Voegtler	313 South Belair Road, Suite C Martinez, GA 30907	(706) 305-9004
39	GA110	SWI II Enterprise, LLC Shane Irvin	114 South Point Boulevard McDonough, GA 30253	(770) 957-0245
40	GA152	Jars of Clay Walton, LLC Jarrod Durden	2140 W. Spring Street, Suite 200 Monroe, GA 30655	(678) 345-5135
41	GA119	SWI III Enterprise, Inc. Shane Irvin	335 Newnan Crossing Bypass, Suite C Newnan, GA 30265	(770) 502-0490
42	GA108	SWI II Enterprise, LLC Shane Irvin	5275 Peachtree Parkway, #104 Norcross, GA 30092	(678) 291-0707
43	GA133	SWI III Enterprise, Inc. Shane Irvin	2727 Highway 54 West Peachtree City, GA 30269	(678) 545-2803
44	GA402	Voegtler Enterprises, Inc. William Voegtler	50 Traders Way Pooler, GA 31322	(912) 330-8282
45	GA405	Voegtler Enterprises, Inc. William Voegtler	9120 Ford Avenue, Suite B Richmond Hill, GA 31324	(912) 459-2440
46	GA404	Voegtler Enterprises, Inc. William Voegtler	410 South Columbia Avenue, Suite EE Rincon, GA 31326	(706) 922-3002
47	GA137	Sawyer Business Group, Inc. Anthony Sawyer	315 Riverside Parkway NE, Suite 120 Rome, GA 30161	(706) 232-7499
48	GA102	Sawyer Business Group, Inc. Anthony Sawyer	1105 Woodstock Road, Suite 120 Roswell, GA 30075	(770) 640-5559
49	GA403	Voegtler Enterprises, Inc. William Voegtler	1909 East Victory Drive, Suite D-104 Savannah, GA 31404	(912) 351-3036
50	GA401	Voegtler Enterprises, Inc. William Voegtler	7929 Abercorn Street, Suite 400 Savannah, GA 31406	(912) 349-2802
51	GA112	SWI II Enterprise, LLC Shane Irvin	1679 Scenic Highway, Suite 201 Snellville, GA 30078	(770) 676-0819
52	GA701	Voegtler Enterprises, Inc. William Voegtler	701 Piedmont Loop, Suite 400 Statesboro, GA 30458	(912) 764-3445
53	GA141	Shane and Wendy Irvin Shane Irvin	3429 Lawrenceville Suwanee Road, Suite H Suwanee, GA 30024	(470) 589-1030
54	GA117	EDS II, LLC Ed Smith	3105 Peachtree Parkway, Suite 102 Suwanee, GA 30024	(770) 844-9933
55	GA801	MGBL, LLC Bobby Yarbrough	1650 Baytree Road, Suite B Valdosta, GA 31602	(229) 259-0100
56	GA136	5 Talents Enterprises, Inc. Andy Patterson	12186 Highway 92, Suite 103 Woodstock, GA 30188	(678) 445-5811
57	GA105	Briks Ventures, LLC Shouvik Ganguly	1428 Towne Lake Parkway, #103 Woodstock, GA 30189	(770) 926-0987

HAWAII

1	HI103	Sports Cut, LLC Eddie Khan	91-0710 Farrington Highway, Suite 140 Kapolei, HI 96707	(808) 674-0505
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IDAHO				
1	ID101	Genesail, Inc. Jason Bowman	3625 S. Federal Way Boise, ID 83705	(208) 424-5125
2	ID103	Genesail, Inc. Jason Bowman	1468 S. Entertainment Way Boise, ID 83709	(208) 377-2547
3	ID106	Genesail, Inc. Jason Bowman	1749 West State Street Boise, ID 83702	(208) 345-1823
4	ID110	Genesail, Inc. Jason Bowman	5210 Cleveland Boulevard, Suite 120 Caldwell, ID 83607	(208) 402-1100
5	ID403	Five Seas, LLC Scott Colgrove	204 West Ironwood Drive, Suite D Coeur d'Alene, ID 83814	(208) 930-4899
6	ID105	Genesail, Inc. Jason Bowman	3116 E. State Street, Suite 120 Eagle, ID 83616	(208) 939-3499
7	ID401	Five Seas, LLC Scott Colgrove	93 West Prairie Hayden, ID 83835	(208) 762-6655
8	ID201	Genesail, Inc. Jason Bowman	756 E. 17th Street Idaho Falls, ID 83404	(208) 522-2212
9	ID102	Genesail, Inc. Jason Bowman	3355 E. Fairview Avenue, Unit 102 Meridian, ID 83642	(208) 893-5187
10	ID108	Genesail, Inc. Jason Bowman	1520 West Chinden, Suite 102 Meridian, ID 83646	(208) 629-0675
11	ID109	Genesail, Inc. Jason Bowman	1275 N. Happy Valley Road, Suite 102 Nampa, ID 83687	(208) 505-5852
12	ID104	Genesail, Inc. Jason Bowman	16724 N. Marketplace Boulevard Nampa, ID 83687	(208) 467-4001
13	ID107	Genesail, Inc. Jason Bowman	2308 12th Avenue Road Nampa, ID 83686	(208) 466-9475
14	ID202	Genesail, Inc. Jason Bowman	231 West Quinn Road, Suite D Pocatello, ID 83201	(208) 233-4060
15	ID402	Five Seas, LLC Scott Colgrove	3095 East Mullan Avenue, Suite 700N Post Falls, ID 83854	(208) 981-0510
16	ID301	Genesail, Inc. Jason Bowman	1925 Fillmore Street, Suite 5-B Twin Falls, ID 83301	(208) 944-9552

ILLINOIS				
1	IL162	TSF Holdings LLC Store 5 Larry Schumacher	1070 North Rohlwing Road Addison, IL 60101	(630) 627-0700
2	IL104	Kled6, Inc. Cary Kledzik	434 South Randall Road Algonquin, IL 60102	(847) 854-3494
3	IL187	Grafton Enterprise, LLC Syed Hasan	487 E. Illinois Route 173 Antioch, IL 60002	(284) 788-8184
4	IL152	Tim Brown - No LLC Tim Brown	47 South Evergreen Arlington Heights, IL 60005	(847) 590-5069
5	IL184	TSF Holdings of Arlington Heights LLC Larry Schumacher	117 W. Rand Road Arlington Heights, IL 60004	(847) 253-5094
6	IL176	Kled6, Inc. Cary Kledzik	2987 Kirk Road Aurora, IL 60502	(630) 692-9645

7	IL189	McMahon Investco, Inc. Michael McMahon	2413 Bushwood Drive Aurora, IL 60506	(630) 870-7546
8	IL143	TSF Holdings LLC Store 2 Larry Schumacher	2563 Waukegan Road Bannockburn, IL 60015	(847) 914-0200
9	IL103	Kled6, Inc. Cary Kledzik	834 North Randall Road Batavia, IL 60510	(630) 879-8912
10	IL105	HK Enterprise Group, LLC Alex Howson	383 W. Army Trail Road, Suite 300 Bloomington, IL 60108	(630) 893-9510
11	IL502	SC TRIMS 2, LLC Matt Wrenn	1407 N. Veterans Parkway, Suite 11 Bloomington, IL 61704	(309) 663-1111
12	IL124	Kled6, Inc. Cary Kledzik	722 Boughton Road Bolingbrook, IL 60440	(630) 739-5446
13	IL301	Kled6, Inc. Cary Kledzik	840 North Bradley Boulevard, Suite B Bradley, IL 60915	(815) 936-1800
14	IL603	Keyser Enterprises 1, LP Jesse Keyser	1348 Main Street, Unit H Carbondale, IL 62901	(618) 351-8746
15	IL107	JARS Services, LLC John Kohler	588 E. North Avenue Carol Stream, IL 60188	(630) 588-7002
16	IL135	HK Enterprise Group, LLC Alex Howson	27 S. Western Avenue, Suite D Carpentersville, IL 60110	(847) 844-1616
17	IL109	Kled6, Inc. Cary Kledzik	656 Northwest Highway Cary, IL 60013	(847) 462-0922
18	IL704	Keyser Enterprises 1, LP Jesse Keyser	1903 N. Neil Street, Suite A Champaign, IL 61820	(217) 365-9200
19	IL203	Haircuts For Men Clybourn, LLC Frank Schnitzler	3452 N. Clark Street, Unit 1 Chicago, IL 60657	(773) 549-8801
20	IL209	Haircuts For Men Clybourn, LLC Frank Schnitzler	2750 Clybourn Avenue, Suite A1 Chicago, IL 60614	(773) 348-7100
21	IL207	Menestys, LLC Edwin Greer	44 E. Superior, Suite 1 Chicago, IL 60611	(312) 496-3792
22	IL205	TSF Holdings LLC Store 6 Larry Schumacher	10 E. Harrison Chicago, IL 60605	(312) 588-1010
23	IL204	Menestys, LLC Edwin Greer	3235 N. Ashland Avenue Chicago, IL 60657	(773) 857-0843
24	IL208	Menestys, LLC Edwin Greer	539 W. Diversey Chicago, IL 60614	(773) 661-9645
25	IL206	Menestys, LLC Edwin Greer	1444 N. Wells Street Chicago, IL 60610	(312) 643-1613
26	IL605	Tag Team 15, PLLC James O'Connor	1128 Collinsville Crossing Boulevard Collinsville, IL 62234	(618) 344-9102
27	IL169	SCCUTS, LLC Todd Garcia	13430 S. Cicero Avenue Crestwood, IL 60445	(708) 631-3000
28	IL120	Kled6, Inc. Cary Kledzik	5765 Northwest Highway Crystal Lake, IL 60014	(815) 444-9405
29	IL706	Keyser Enterprises 1, LP Jesse Keyser	3546 N. Vermilion, Suite B Danville, IL 61832	(217) 213-6133

30	IL106	Kled6, Inc. Cary Kledzik	2445 75th Street, Building A - Unit B Darien, IL 60561	(630) 395-9532
31	IL181	DemCoh, LLC Peter DeMarco	39 Waukegan Road Deerfield, IL 60015	(847) 607-9903
32	IL154	Kled6, Inc. Cary Kledzik	336 Ogden, Suite 1004 Downers Grove, IL 60515	(630) 297-4447
33	IL503	SC TRIMS 3, LLC Matt Wrenn	103 River Road, Suite A East Peoria, IL 61611	(309) 698-2222
34	IL161	Kled6, Inc. Cary Kledzik	849 S. Randall Road Elgin, IL 60123	(847) 289-7814
35	IL170	JARS Services, LLC John Kohler	711 Meacham Road, Suite F Elk Grove Village, IL 60007	(847) 278-7504
36	IL122	CIG SOUTH, INC. Max Cangelosi	692 W. North Avenue Elmhurst, IL 60126	(630) 516-0837
37	IL705	Keyser Enterprises 1, LP Jesse Keyser	1260 S. Route 51, Suite B Forsyth, IL 62535	(217) 872-6200
38	IL604	Keyser Enterprises 1, LP Jesse Keyser	102 Junction Drive Glen Carbon, IL 62034	(618) 659-2151
39	IL115	CIG SOUTH, INC. Max Cangelosi	717 Roosevelt Road Glen Ellyn, IL 60137	(630) 790-1982
40	IL171	TSF Holdings, LLC Store 10 Larry Schumacher	45 Waukegan Road Glenview, IL 60025	(847) 486-0100
41	IL114	Kenly Solutions, Inc. Ken Kledzik	6409 Grand Avenue, Suite A Gurnee, IL 60031	(847) 855-2956
42	IL185	DemCoh, LLC Peter DeMarco	1475 W. Palatine Road Hoffman Estates, IL 60192	(224) 888-8228
43	IL116	Haircuts for Men, LLC Frank Schnitzler	14005 S. Bell Road Homer Glen, IL 60491	(708) 645-7005
44	IL164	TSF Holdings LLC Store 9 Larry Schumacher	12290 Princeton Drive Huntley, IL 60142	(847) 669-0300
45	IL128	SCCUTS, LLC Todd Garcia	2615 W. Jefferson Street Joliet, IL 60435	(815) 744-2547
46	IL163	Kled6, Inc. Cary Kledzik	20393 Rand Road Kildeer, IL 60074	(224) 662-4818
47	IL153	SCCUTS, LLC Todd Garcia	34 N. La Grange Road La Grange, IL 60525	(708) 354-0366
48	IL179	Haircuts for Men, LLC Frank Schnitzler	955 Rockland Road, Suite D Lake Bluff, IL 60044	(847) 283-0183
49	IL148	DemCoh, LLC Peter DeMarco	195 S. Rand Road Lake Zurich, IL 60047	(847) 847-1250
50	IL195	Menestys, LLC Edwin Greer	27450 Illinois Route 120, Suite B3 Lakemoor, IL 60051	(815) 345-9028
51	IL180	Kled6, Inc. Cary Kledzik	16449 West 159th Street Lockport, IL 60441	(815) 838-1200
52	IL119	Kled6, Inc. Cary Kledzik	429 E. Roosevelt Road Lombard, IL 60148	(630) 268-8444

53	IL149	TSF Holdings LLC Store 3 Larry Schumacher	4188 N. Illinois Route 83, Suite C Long Grove, IL 60047	(847) 478-5050
54	IL401	CIG NORTH, INC. Max Cangelosi	1275 West Lane Road Machesney Park, IL 61115	(815) 633-7882
55	IL602	Keyser Enterprises 1, LP Jesse Keyser	2406 Williamson County Parkway Marion, IL 62959	(434) 293-7347
56	IL707	Keyser Enterprises 1, LP Jesse Keyser	1406 Fort Worth Way Mattoon, IL 61938	(217) 798-8100
57	IL121	Cangelosi Investment Group, Inc. Max Cangelosi	2451 Richmond Road McHenry, IL 60050	(815) 578-9059
58	IL127	Kled6, Inc. Cary Kledzik	19854 S. LaGrange Road Mokena, IL 60448	(708) 479-7400
59	IL821	Kled6, Inc. Cary Kledzik	4347 E. 16th Street Moline, IL 61265	(309) 517-6765
60	IL202	Kled6, Inc. Cary Kledzik	2077 Orchard Road Montgomery, IL 60538	(630) 892-8200
61	IL141	CIG EAST, INC. Max Cangelosi	110 E. Kensington, Space 0300 Mt. Prospect, IL 60056	(847) 870-8089
62	IL147	HK Enterprise Group, LLC Alex Howson	2936 S. Route 59, Suite 118 Naperville, IL 60564	(630) 778-4611
63	IL113	Kled6, Inc. Cary Kledzik	760 N Route 59, Suite 116 Naperville, IL 60563	(630) 416-7454
64	IL130	Kled6, Inc. Cary Kledzik	2728 W. 75th Street Naperville, IL 60564	(630) 753-0163
65	IL140	Kled6, Inc. Cary Kledzik	420 E. Lincoln Highway New Lenox, IL 60451	(815) 462-7400
66	IL123	Kled6, Inc. Cary Kledzik	5944 West Touhy Avenue Niles, IL 60714	(847) 588-3770
67	IL174	CIG EAST, INC. Max Cangelosi	7050A W. Forest Preserve Avenue Norridge, IL 60706	(708) 695-9551
68	IL175	SCCUTS, LLC Todd Garcia	2518 S. Harlem Avenue, Suite 5B North Riverside, IL 60546	(708) 443-6160
69	IL125	Kled6, Inc. Cary Kledzik	984 Willow Road, Suite D Northbrook, IL 60062	(847) 513-6570
70	IL111	Kled6, Inc. Cary Kledzik	10545 S. Cicero Oak Lawn, IL 60453	(708) 636-5490
71	IL167	Haircuts For Men Clybourn, LLC Frank Schnitzler	473 N. Harlem Avenue Oak Park, IL 60305	(708) 848-0098
72	IL601	Keyser Enterprises 1, LP Jesse Keyser	1407 W. Highway 50, Suite 105 O'Fallon, IL 62269	(618) 632-5399
73	IL101	Haircuts for Men, LLC Frank Schnitzler	9239 W. 159th Street Orland Hills, IL 60477	(708) 349-3600
74	IL129	Kled6, Inc. Cary Kledzik	2430 Route 34 Oswego, IL 60543	(630) 554-4793
75	IL157	DemCoh, LLC Peter DeMarco	1590 N. Rand Road, Suite J Palatine, IL 60067	(847) 485-8451

76	IL136	TSF Holdings LLC Store 1 Larry Schumacher	35 S. Northwest Highway Park Ridge, IL 60068	(847) 292-4000
77	IL504	SC TRIMS 4, LLC Matt Wrenn	3562 Court Street Pekin, IL 61554	(309) 353-1111
78	IL501	SC Trims, LLC Matt Wrenn	4203 N. Sheridan Road, Suite A1-2 Peoria, IL 61614	(309) 686-1111
79	IL188	Tag Team 7, LLC James O'Connor	4341 Venture Drive Peru, IL 61354	(815) 200-9920
80	IL110	HK Enterprise Group, LLC Alex Howson	12640 S. Route 59, Unit 400 Plainfield, IL 60585	(815) 609-7803
81	IL801	Tag Team 17, PLLC James O'Connor	5207 Broadway Street Quincy, IL 62305	(217) 214-7895
82	IL402	CIG NORTH, INC. Max Cangelosi	575 S. Perryville, #111 Rockford, IL 61108	(815) 227-0500
83	IL131	Kled6, Inc. Cary Kledzik	408 S. Weber Road, Suite C Romeoville, IL 60446	(815) 254-3300
84	IL144	Tag Team, LLC James O'Connor	1920 N. Illinois Route 83, Suite 105 Round Lake Beach, IL 60073	(847) 223-0303
85	IL102	Kled6, Inc. Cary Kledzik	2474 Schaumburg Road Schaumburg, IL 60194	(847) 885-4115
86	IL159	CIG NORTH, INC. Max Cangelosi	1259 East Higgins Road Schaumburg, IL 60173	(847) 885-3000
87	IL118	SC TRIMS 6, LLC Matt Wrenn	1031 Brook Forest Avenue Shorewood, IL 60404	(815) 609-8300
88	IL151	DemCoh, LLC Peter DeMarco	9442 Skokie Boulevard, #11 Skokie, IL 60077	(847) 983-4861
89	IL139	JARS Services, LLC John Kohler	100 W. Higgins Road, #M-25 South Barrington, IL 60010	(847) 645-1616
90	IL112	HK Enterprise Group, LLC Alex Howson	476 Randall Road South Elgin, IL 60177	(847) 488-0465
91	IL702	Keyser Enterprises 1, LP Jesse Keyser	2971 Lindbergh Avenue, Suite F Springfield, IL 62711	(217) 717-9993
92	IL137	HK Enterprise Group, LLC Alex Howson	1940 West Main Street, Suite F St. Charles, IL 60174	(630) 443-0626
93	IL822	Cangelosi Investment Group, Inc. Max Cangelosi	4304 E. Lincolnway Sterling Commons, IL 61081	(815) 625-6364
94	IL138	Kled6, Inc. Cary Kledzik	1056 S. Sutton Road, Route 59 Streamwood, IL 60107	(630) 497-9090
95	IL168	Kled6, Inc. Cary Kledzik	26 Dekalb Avenue Sycamore, IL 60178	(815) 517-1959
96	IL178	Haircuts for Men, LLC Frank Schnitzler	7136 183rd Street Tinley Park, IL 60477	(708) 286-6349
97	IL108	Haircuts for Men, LLC Frank Schnitzler	701 N. Milwaukee, Suite 120 Vernon Hills, IL 60061	(847) 680-0525
98	IL166	Tag Team 4, LLC James O'Connor	3929 Fountain Square Place Waukegan, IL 60085	(224) 656-5891

99	IL177	Tim Brown - No LLC Tim Brown	200 West North Avenue, Suite 300 West Chicago, IL 60185	(630) 473-0913
100	IL156	JARS Services, LLC John Kohler	2117 W. Roosevelt Road Wheaton, IL 60187	(630) 784-7115
101	IL134	HK Enterprise Group, LLC Alex Howson	7185 South Kingery Highway, Unit L3 Willowbrook, IL 60527	(630) 455-0516
102	IL606	Tag Team 16, PLLC James O'Connor	1907 Vaughn Road Wood River, IL 62095	(618) 258-8682
103	IL117	HK Enterprise Group, LLC Alex Howson	6430 Main Street, Suite 110 Woodridge, IL 60517	(630) 353-1980
104	IL160	Tag Team 9, LLC James O'Connor	11565 US 14 Woodstock, IL 60098	(815) 345-2705
105	IL142	Kled6, Inc. Cary Kledzik	735 Erica Lane, Suite 1B Yorkville, IL 60560	(630) 553-2801
106	IL192	JARS Services, LLC John Kohler	2109 Sheridan Road Zion, IL 60099	(847) 372-8002

INDIANA

1	IN129	Norton Business Group - IN, LLC Shaun Norton	4723 S. Scatterfield Road Anderson, IN 46013	(765) 644-0033
2	IN120	The Dorulla Group, Inc. Ray Dorulla	2656 East 3rd Street Bloomington, IN 47401	(812) 287-8057
3	IN112	Reisinger Ventures, Inc. Shea Reisinger	321 West Northfield Drive Brownsburg, IN 46112	(317) 858-7992
4	IN128	Reisinger Ventures II, LLC Shea Reisinger	8310 Windfall Lane, Unit B Camby, IN 46113	(317) 856-4247
5	IN116	Sawyer Business Group, Inc. Anthony Sawyer	7305 East 146th Street, Suite E Carmel, IN 46033	(317) 872-2358
6	IN108	Sawyer Business Group, Inc. Anthony Sawyer	10485 N. Michigan Road, #140 Carmel, IN 46032	(317) 872-4247
7	IN102	Reisinger Ventures 3, LLC Shea Reisinger	1950-11 East Greyhound Pass Carmel, IN 46033	(317) 569-7169
8	IN117	Norton Business Group - IN, LLC Shaun Norton	12570 N. Gray Road Carmel, IN 46033	(713) 564-8828
9	IN122	Reisinger Ventures II, LLC Shea Reisinger	12249 N. Meridian Street Carmel, IN 46032	(317) 846-5500
10	KY103	His Hair, LLC Fred Shearer	1370 Veterans Parkway, Suite 900 Clarksville, IN 47129	(812) 280-9900
11	IN135	The Dorulla Group, Inc. Ray Dorulla	1405 N. National Road Columbus, IN 47201	(812) 799-3812
12	IN605	JR CROWN, LLC Chris Waszak	844 Superior Drive Crown Point, IN 46307	(219) 229-6198
13	IN701	Keyser Enterprises 1, LP Jesse Keyser	512 N. Green River Road Evansville, IN 47715	(812) 618-0993
14	IN106	Sawyer Business Group, Inc. Anthony Sawyer	11680 Commercial Drive, Suite 600B Fishers, IN 46038	(317) 845-8430

15	IN103	The Dorulla Group, Inc. Ray Dorulla	11440 Olio Road Fishers, IN 46038	(317) 577-1810
16	IN111	Sawyer Business Group, Inc. Anthony Sawyer	8354 East 96th Street Fishers, IN 46038	(317) 288-5075
17	IN404	Sawyer Business Group, Inc. Anthony Sawyer	6119 Stellhorn Road, Suite C03B Fort Wayne, IN 46805	(260) 492-8581
18	IN402	Sawyer Business Group, Inc. Anthony Sawyer	4415 Coldwater Road Fort Wayne, IN 46802	(260) 481-5300
19	IN403	Sawyer Business Group, Inc. Anthony Sawyer	1748 Apple Glen Boulevard Fort Wayne, IN 46804	(260) 434-3500
20	IN132	Reisinger Ventures II, LLC Shea Reisinger	952 North Morton Street Franklin, IN 46131	(317) 560-5168
21	IN401	Sawyer Business Group, Inc. Anthony Sawyer	10250 Coldwater Road Ft. Wayne, IN 46825	(260) 490-4247
22	IN501	Norton Clips, LLC Shaun Norton	113 East University Drive Granger, IN 46530	(574) 272-3100
23	IN137	Reisinger Ventures 3, LLC Shea Reisinger	1901 Melody Lane Greenfield, IN 46140	(317) 318-9280
24	IN136	Reisinger Ventures II, LLC Shea Reisinger	414 East Freeland Road Greensburg, IN 47240	(812) 560-4346
25	IN131	The Dorulla Group, Inc. Ray Dorulla	1280 US Highway 31 North, Suite M Greenwood, IN 46142	(317) 360-6440
26	IN104	The Dorulla Group, Inc. Ray Dorulla	3147 W. Smith Valley Road, Suite B Greenwood, IN 46142	(317) 888-8204
27	IN110	Reisinger Ventures, Inc. Shea Reisinger	1279 Emerson Avenue Greenwood, IN 46142	(317) 888-2140
28	IN118	The Dorulla Group, Inc. Ray Dorulla	2143 Independence Drive Greenwood, IN 46143	(317) 885-8130
29	IN105	Sawyer Business Group, Inc. Anthony Sawyer	9210 Rockville Road, Suite B-2 Indianapolis, IN 46234	(317) 271-5388
30	IN126	The Dorulla Group, Inc. Ray Dorulla	4586 South Emerson Avenue, Suite B Indianapolis, IN 46203	(317) 783-7005
31	IN121	Norton Business Group - IN, LLC Shaun Norton	11725 Fox Road, Suite A Indianapolis, IN 46236	(317) 826-3000
32	IN115	Reisinger Ventures, Inc. Shea Reisinger	1345 West Southport Road, Suite 9 Indianapolis, IN 46217	(317) 881-0011
33	IN123	The Dorulla Group, Inc. Ray Dorulla	7460 N. Shadeland Avenue, Suite 300 Indianapolis, IN 46250	(317) 288-2669
34	IN133	Norton Clips, LLC Shaun Norton	5320 E. 82nd Street, Suite 106 Indianapolis, IN 46250	(317) 288-5050
35	IN107	Sawyer Business Group, Inc. Anthony Sawyer	7411 North Keystone Avenue Indianapolis, IN 46240	(317) 259-9150
36	IN109	Sawyer Business Group, Inc. Anthony Sawyer	10935 East Washington Street Indianapolis, IN 46229	(317) 897-9674
37	IN901	His Hair, LLC Fred Shearer	3813 E. 10th Street Jeffersonville, IN 47130	(812) 924-7602

38	IN124	Norton Clips, LLC Shaun Norton	2028 S. Reed Road Kokomo, IN 46902	(765) 450-6882
39	IN201	Reisinger Ventures 3, LLC Shea Reisinger	100 S. Creasy Lane, Suite 1280 Lafayette, IN 47905	(765) 448-6400
40	IN603	Waszak Enterprises, LLC Chris Waszak	1661 E. 80th Avenue, Suite 25 Merrillville, IN 46410	(219) 750-9480
41	IN301	Sawyer Business Group, Inc. Anthony Sawyer	1509 W. McGalliard Road, Suite 7 Muncie, IN 47304	(765) 254-1533
42	IN606	Waszak Enterprises, LLC Chris Waszak	8147 Calumet Avenue Munster, IN 46321	(219) 230-8475
43	IN114	Norton Business Group - IN, LLC Shaun Norton	16625 Mercantile Boulevard, Suite 200 Noblesville, IN 46060	(317) 770-1987
44	IN130	The Dorulla Group, Inc. Ray Dorulla	12873 Campus Parkway Noblesville, IN 46060	(317) 214-7622
45	IN119	The Dorulla Group, Inc. Ray Dorulla	2683 East Main Street, Suite 109 Plainfield, IN 46168	(317) 838-9320
46	IN602	JR CROSSROADS, LLC Chris Waszak	336 Indianapolis Boulevard Schererville, IN 46375	(219) 322-3350
47	IN801	The Dorulla Group, Inc. Ray Dorulla	5399 US Highway 41 South, #109 Terre Haute, IN 47802	(812) 298-8930
48	IN601	JR VALPRO, LLC Chris Waszak	71 Silhavy Road, Suite 131 Valparaiso, IN 46383	(219) 242-8712
49	IN503	Norton Clips, LLC Shaun Norton	562 West 300 North, Unit 018 Warsaw, IN 46582	(574) 544-2605
50	IN202	Norton Business Group - IN, LLC Shaun Norton	1052 B Sagamore Parkway West West Lafayette, IN 47906	(765) 607-2927
51	IN134	Norton Clips, LLC Shaun Norton	3300 Indiana 32, Suite C Westfield, IN 46074	(317) 804-2386
52	IN127	The Dorulla Group, Inc. Ray Dorulla	6630 Whitestown Parkway Zionsville, IN 46077	(317) 769-2300

IOWA

1	IA103	Wildcat Investments, LLC Wayne Freeman	535 South Duff Avenue, Suite 102 Ames, IA 50010	(515) 292-8140
2	IA110	Wildcat Investments, LLC Wayne Freeman	1550 North Ankeny Boulevard, Suite 112 Ankeny, IA 50023	(515) 965-9300
3	IA105	Wildcat Investments, LLC Wayne Freeman	1690 SE Delaware Avenue, Suite 111 Ankeny, IA 50021	(515) 964-9727
4	IA203	Kled6, Inc. Cary Kledzik	2315 Edgewood Road, Suite 190 Cedar Rapids, IA 52404	(319) 396-5600
5	IA201	Kled6, Inc. Cary Kledzik	1100 Blairs Ferry Road NE Cedar Rapids, IA 52402	(319) 393-0320
6	IA104	The Turner Company 2, L.C. Ray Turner	9901 University Avenue, Suite 200 Clive, IA 50325	(515) 225-0777
7	IA106	Wildcat Investments, LLC Wayne Freeman	2180 NW 156th Street, Suite 104 Clive, IA 50325	(515) 987-3537

8	IA202	Kled6, Inc. Cary Kledzik	2439 2nd Street, #5 Coralville, IA 52241	(319) 338-5633
9	IA601	HANCE, Inc. Angie Roberts	3808 Metro Drive, Suite 101 Council Bluffs, IA 51503	(712) 256-4441
10	IA501	Kled6, Inc. Cary Kledzik	4760 Elmore Avenue Davenport, IA 52807	(563) 424-1126
11	IA107	Rise Above, Inc. Ray Turner	4209 Fleur Drive, Suite 3 Des Moines, IA 50321	(515) 225-4177
12	IA401	Kled6, Inc. Cary Kledzik	2805 NW Arterial, Suite 2 Dubuque, IA 52002	(563) 556-1820
13	IA402	Kled6, Inc. Cary Kledzik	3450 Dodge Street Dubuque, IA 52003	(563) 235-2535
14	IA111	Smith Sport, LLC Larry Smith	1101 E. 1st Street, Suite 111 Grimes, IA 50111	(515) 877-3130
15	IA102	Wildcat Investments, LLC Wayne Freeman	8460 Birchwood Crossing Court Johnston, IA 50131	(515) 254-9727
16	IA204	Kled6, Inc. Cary Kledzik	675 Pacha Parkway, Suite C North Liberty, IA 52317	(319) 665-6225
17	IA302	R & D Ventures, Inc. Randy Farwell	5001 Sergeant Road, Space 25 Sioux City, IA 51106	(712) 274-8393
18	IA205	Wildcat Investments, LLC Wayne Freeman	2027 Crossroads Boulevard, Suite C Waterloo, IA 50702	(319) 433-6251
19	IA108	Wildcat Investments, LLC Wayne Freeman	5010 Mills Civic Parkway, Suite 108 West Des Moines, IA 50265	(515) 225-4416
20	IA101	The Turner Company, LC Ray Turner	5926 Ashworth Road West West Des Moines, IA 50266	(515) 224-0010

KANSAS

1	KS902	R & M Ventures, LLC Monique Haynes-Robertson	1636 N. Rock Road, Suite 300 Derby, KS 67037	(316) 788-5588
2	KS115	Wildcat Investments, LLC Wayne Freeman	10940 Parallel Parkway Kansas City, KS 64109	(913) 261-9125
3	KS201	Kinetic Kuts, LLC Brad Whitt	2624 Iowa Street, Suite C Lawrence, KS 66046	(785) 856-6111
4	KS202	Wildcat Investments, LLC Wayne Freeman	4910 West 6th Street, Suite 130 Lawrence, KS 66049	(785) 842-1311
5	KS112	Wildcat Investments, LLC Wayne Freeman	13220 W. 87th Street Parkway Lenexa, KS 66215	(913) 541-2054
6	KS114	Delilah Development, LLC Todd Mayfield	12236 W. 95th Street Lenexa, KS 66215	(913) 599-3544
7	KS302	SC Wildcat Holdings, Inc. Wayne Freeman	705 N. 3rd Place, Suite E Manhattan Market Place, KS 66502	(785) 340-5547
8	KS110	Delilah Development, LLC Todd Mayfield	6023 Metcalf Avenue Mission, KS 66202	(913) 236-9919
9	KS103	Wildcat Investments, LLC Wayne Freeman	15237 W. 135th Street Olathe, KS 66062	(913) 393-1832

10	KS105	Kinetic Kuts, LLC Brad Whitt	14961 W. 119th Street Olathe, KS 66062	(913) 829-5333
11	KS106	Kinetic Kuts, LLC Brad Whitt	291 North K-7 Highway Olathe, KS 66061	(913) 397-0500
12	KS111	SC Wildcat Holdings, Inc. Wayne Freeman	20176 W. 153rd Street Olathe, KS 66062	(913) 440-9711
13	KS116	Delilah Development, LLC Todd Mayfield	10466 S. Ridgeview Road Olathe, KS 66061	(913) 227-0775
14	KS109	Wildcat Investments, LLC Wayne Freeman	8001 151st Street, Suite 101 Overland Park, KS 66223	(913) 681-1935
15	KS101	Delilah Development, LLC Todd Mayfield	6784 W. 135th Street Overland Park, KS 66223	(913) 239-8895
16	KS104	Kinetic Kuts, LLC Brad Whitt	12060 Blue Valley Parkway Overland Park, KS 66213	(913) 661-0440
17	KS108	Delilah Development, LLC Todd Mayfield	8815 Metcalf Overland Park, KS 66212	(913) 648-6624
18	KS801	Wildcat Investments, LLC Wayne Freeman	3015 S. 9th Street, Suite 291 Salina, KS 67401	(785) 404-2077
19	KS102	Wildcat Investments, LLC Wayne Freeman	16318 W. 65th Shawnee, KS 66217	(913) 631-7394
20	KS107	Wildcat Investments, LLC Wayne Freeman	6630 Monticello Road Shawnee, KS 66226	(913) 422-4897
21	KS301	Wildcat Investments, LLC Wayne Freeman	1227 SW Wanamaker Road, Suite 200 Topeka, KS 66604	(785) 272-7533
22	KS904	R & M Ventures, LLC Monique Haynes-Robertson	11333 E. Kellogg, Suite 700 Wichita, KS 67207	(316) 618-8888
23	KS906	R & M Ventures, LLC Monique Haynes-Robertson	2440 N. Greenwich Road, Suite 700 Wichita, KS 67226	(316) 315-0000
24	KS903	R & M Ventures, LLC Monique Haynes-Robertson	7777 E. 21st Street, Suite 140 Wichita, KS 67206	(316) 683-4040
25	KS905	R & M Ventures, LLC Monique Haynes-Robertson	7130 W. Maple, Suite 130 Wichita, KS 67209	(316) 941-4444
26	KS901	R & M Ventures, LLC Monique Haynes-Robertson	2357 N. Maize Road, Suite 111 Wichita, KS 67205	(316) 721-8080
27	KS907	R & M Ventures, LLC Monique Haynes-Robertson	3109 East Central Avenue Wichita, KS 67214	(316) 681-1111

KENTUCKY

1	KY401	Horn Business Interests, LLC Tim Horn	2435 Nashville Road, Suite 108 Bowling Green, KY 42104	(270) 904-4385
2	KY107	His Hair, LLC Fred Shearer	1811 North Dixie Highway, #100 Elizabethtown, KY 42701	(270) 982-4777
3	KY203	Burben Investments, Inc. Scott Burandt	6805 Houston Road, Suite 200 Florence, KY 41042	(859) 282-6364
4	KY201	Bhooshay Enterprises of Ohio, LLC David Boucher	1990 Highland Pike Ft. Wright, KY 41017	(859) 331-0648

5	KY202	Burben Investments, Inc. Scott Burandt	2519 Wilson Avenue Highland Heights, KY 41076	(859) 341-2547
6	KY302	His Hair, LLC Fred Shearer	3735 Palomar Center Drive, Suite 50 Lexington, KY 40513	(859) 309-9420
7	KY301	His Hair, LLC Fred Shearer	3090 Helmsdale Place, Suite 320 Lexington, KY 40502	(859) 264-0104
8	KY106	JTTJ, LLC Patrick Weishaar	1223 S. Hurstbourne Parkway, Suite 208 Louisville, KY 40222	(502) 327-2100
9	KY108	His Hair, LLC Fred Shearer	4901 Outer Loop, Suite 103 Louisville, KY 40219	(502) 969-2828
10	KY101	His Hair, LLC Fred Shearer	3549 Springhurst Boulevard Louisville, KY 40241	(502) 412-9800
11	KY104	JTTJ, LLC Patrick Weishaar	972 Breckenridge Lane Louisville, KY 40207	(502) 891-0207
12	KY105	JTTJ, LLC Patrick Weishaar	12613 Shelbyville Road Louisville, KY 40242	(502) 245-4044
13	KY102	ForeM Partners, Inc. Michael Mendoza	8800-A Dixie Highway Louisville, KY 40258	(502) 933-0099
14	KY204	Burben Investments, Inc. Scott Burandt	91 Carothers Road Newport, KY 41071	(859) 431-5555
15	KY304	Swartz Haircuts, LLC Chris Swartz	211 E Brannon Road, Suite 193 Nicholasville, KY 40356	(859) 303-5671
16	KY701	Keyser Enterprises 1, LP Jesse Keyser	5140 Frederica Street, Suite D Owensboro, KY 42301	(270) 926-3900
17	KY501	Keyser Enterprises 1, LP Jesse Keyser	5194 Hinkleville Road Paducah, KY 42001	(270) 443-0500

LOUISIANA				
1	LA801	ASC of Alexandria, LLC Jeremy Aydell	6501 Coliseum Boulevard, Suite 100A Alexandria, LA 71303	(318) 483-9430
2	LA202	ASC of Baton Rouge, LLC Jeremy Aydell	7089 Siegen Lane, Suite D Baton Rouge, LA 70809	(225) 292-1455
3	LA206	ASC of Baton Rouge, LLC Jeremy Aydell	636 Arlington Creek Centre Boulevard, Suite 3D Baton Rouge, LA 70820	(225) 766-6868
4	LA302	Gulf Coast Clips, LLC Jeremy Aydell	2300 Airline Drive, Suite 400 Bossier City, LA 71111	(318) 742-4277
5	LA104	Gulf Coast Clips, LLC Jeremy Aydell	1137 South Bernard Road, Suite D Broussard, LA 70518	(337) 252-7008
6	LA201	Aydell Investments, LLC Jeremy Aydell	14375 Grand Settlement Boulevard, Suite C Central, LA 70739	(225) 256-7778
7	LA603	Aydell Investments, LLC Jeremy Aydell	3039 Pinnacle Parkway, Suite H-120 Covington, LA 70433	(985) 809-1946
8	LA204	ASC Northshore, LLC Jeremy Aydell	240 Range 12 Boulevard, Suite 110 Denham Springs, LA 70726	(225) 271-4512
9	LA205	ASC, LLC Jeremy Aydell	2706 S. Cabela's Parkway, Suite 110 Gonzales, LA 70737	(225) 644-4486

10	LA606	ASC Northshore, LLC Jeremy Aydell	203 Palace Drive Hammond, LA 70401	(985) 345-8044
11	LA602	Gulf Coast Clips, LLC Jeremy Aydell	2701 Veteran's Boulevard, Suite 301 Kenner, LA 70062	(504) 461-3443
12	LA101	Gulf Coast Clips, LLC Jeremy Aydell	120 Curran Lane, Suite C1 Lafayette, LA 70506	(337) 981-6844
13	LA103	Gulf Coast Clips, LLC Jeremy Aydell	4243 Ambassador Caffery Parkway, Suite 104 Lafayette, LA 70508	(337) 988-9900
14	LA402	ASC of Lake Charles, LLC Jeremy Aydell	4728 Nelson Road, Suite 190 Lake Charles, LA 70605	(337) 564-5944
15	LA608	ASC Northshore, LLC Jeremy Aydell	3569 US Highway 190 Mandeville, LA 70471	(985) 778-0425
16	LA604	Devine Investments, LLC Elizabeth Devine	3535 Severn Avenue, Suite 4 Metairie, LA 70002	(504) 644-4429
17	LA203	ASC, LLC Jeremy Aydell	37436 Ultima Plaza Boulevard, Suite E Prairieville, LA 70769	(225) 744-3572
18	LA303	Gulf Coast Clips, LLC Jeremy Aydell	9484 Ellerbe Road, Suite 100 Shreveport, LA 71106	(318) 686-5910
19	LA301	Gulf Coast Clips, LLC Jeremy Aydell	7040 Youree Drive Shreveport, LA 71105	(318) 797-7780
20	LA605	ASC of Slidell LA, LLC Jeremy Aydell	174 Town Center Parkway Slidell, LA 70458	(985) 690-1300
21	LA401	ASC of Lake Charles, LLC Jeremy Aydell	309 N. Cities Service Highway Sulphur, LA 70663	(337) 533-8848

MAINE

1	ME101	SC New England, LLC Dennis Guerrette	569 Stillwater Avenue, Suite B Bangor, ME 04401	(207) 262-4261
2	ME202	SC New England, LLC Dennis Guerrette	574 Alfred Street Biddeford, ME 04005	(207) 494-7828
3	ME204	SC New England, LLC Dennis Guerrette	91 Auburn Street Portland, ME 04103	(207) 747-5931
4	ME203	SC New England, LLC Dennis Guerrette	86 Topsham Fair Mall Road, Suite 2 Topsham, ME 04086	(207) 406-4441
5	ME201	SC New England, LLC Dennis Guerrette	40 Elm Plaza, Suite 4 Waterville, ME 04901	(207) 616-3744
6	ME205	SC New England, LLC Dennis Guerrette	95 Rock Row, Suite 180 Westbrook, ME 04092	(207) 536-4588

MARYLAND

1	MD107	KCKR II, LLC Kevin McHugh	412 A-2A Constant Friendship Boulevard Abingdon, MD 21009	410-2569-8505
2	MD106	MD106, LLC Bill Rogers	2329F Forest Drive Annapolis, MD 21401	(410) 224-0082
3	MD110	GMGAA8, Inc. Melissa Griffith	9638 Belair Road, Suite B Baltimore, MD 21236	(410) 931-2237

4	MD104	KCKR, LLC Kevin McHugh	696 Bel Air Road, Suite J13 Bel Air, MD 21014	(410) 638-7011
5	MD403	Top Dog 11, LLC Jeff Burroughs	2757 Dorcehester Square, Suite A Cambridge, MD 21613	(443) 225-5319
6	MD205	Top Dog 8, LLC Jeff Burroughs	30170 Three Notch Road Charlotte Hall, MD 20622	(240) 249-3946
7	MD108	GMGAA4, Inc. Melissa Griffith	6476 Dobbin Center Way, Suite 500 Columbia, MD 21045	(443) 426-4636
8	MD126	GMGAA13, Inc. Melissa Griffith	1541 Merritt Boulevard Dundalk, MD 21222	(443) 530-3116
9	MD204	Top Dog 7, LLC Jeff Burroughs	10306 Southern Maryland Boulevard Dunkirk, MD 20754	(443) 964-5708
10	MD402	Top Dog 10, LLC Jeff Burroughs	219 Marlboro Avenue Easton, MD 21601	(410) 690-8751
11	MD117	Top Dog 4, LLC Jeff Burroughs	3275-A Solomons Island Road Edgewater, MD 21037	(443) 321-9898
12	MD120	GMGAA5, Inc. Melissa Griffith	6300 Georgetown Boulevard Eldersburg, MD 21784	(410) 970-6404
13	MD123	GMGAA12, Inc. Melissa Griffith	7260-B Montgomery Road Elkridge, MD 21075	(410) 579-8970
14	MD124	GMGAA6, Inc. Melissa Griffith	11085 Resort Road, Suite 402 Ellicott City, MD 21042	(410) 465-6600
15	MD129	KCKR V, LLC Kevin McHugh	1528 Rock Spring Road, Suite 600 Forest Hill, MD 21050	(410) 838-5616
16	MD302	GMGAA 2, Inc. Melissa Griffith	7820 Wormans Mills Road, Suite N Frederick, MD 21701	(301) 662-5353
17	MD301	GMGAA, Inc. Melissa Griffith	5100 Buckeystown Pike, Suite 190 Frederick, MD 21704	(301) 662-5927
18	MD121	Top Dog 4, LLC Jeff Burroughs	1404 S. Main Chapel Way, Suite 106 Gambrills, MD 21054	(410) 721-8959
19	MD114	GMGAA9, Inc. Melissa Griffith	6720 Governor Ritchie Highway, Suite D2 Glen Burnie, MD 21061	(410) 760-2060
20	MD306	CDK Family Group Corporation Melissa Strick	1730 Massey Boulevard, Suite 103B Hagerstown, MD 21740	(240) 203-7745
21	MD125	Chesapeake Cuts, LLC Mike McCraw	2320 Hannover Pike, Suite 12 Hampstead, MD 21074	(410) 374-4932
22	MD206	Top Dog 9, LLC Jeff Burroughs	54 Drury Drive La Plata, MD 20646	(301) 392-6055
23	MD207	Top Dog 8, LLC Jeff Burroughs	40955 Merchants Lane, Suite 2 Leonardtown, MD 20650	(240) 309-4139
24	MD203	Top Dog 3, LLC Jeff Burroughs	46400 Lexington Village Way, Suite 102 Lexington Park, MD 20653	(240) 237-8049
25	MD118	GMGAA11, Inc. Melissa Griffith	1410 Martin Boulevard, Suite 13 Middle River, MD 21220	(410) 686-4808
26	MD307	Mt Airy Clips, LLC Mike McCraw	1311 S. Main Street Mount Airy, MD 21771	(301) 703-8036

27	MD105	GAP 2, LLC Gary Pfaff	10357 Reisterstown Road Owings Mills, MD 21117	(410) 356-2887
28	MD112	Chesapeake Cuts, LLC Mike McCraw	1959 E. Joppa Road Parkville, MD 21234	(410) 668-2887
29	MD130	GMGAA14, Inc. Melissa Griffith	8036 Governor Ritchie Highway, Suite 1G Pasadena, MD 21122	(443) 410-3900
30	MD115	GMGAA10, Inc. Melissa Griffith	4139 Mountain Road Pasadena, MD 21122	(410) 360-2075
31	MD202	Top Dog 2, LLC Jeff Burroughs	80 West Dares Beach Road Prince Frederick, MD 20678	(410) 535-0225
32	MD401	Top Dog 5, LLC Jeff Burroughs	2657 N. Salisbury Road, Suite 103 Salisbury, MD 21801	(410) 334-3515
33	MD404	Top Dog 5, LLC Jeff Burroughs	1305 South Salisbury Boulevard Salisbury, MD 21801	(443) 859-8956
34	MD102	GMGAA7, Inc. Melissa Griffith	580 Ritchie Highway, Suite G Severna Park, MD 21146	(410) 647-4420
35	MD109	Top Dog 12, LLC Jeff Burroughs	346 Thompson Creek Mall Road Stevensville, MD 21666	(410) 643-5570
36	MD111	Chesapeake Cuts, LLC Mike McCraw	47 W. Aylesbury Road Timonium, MD 21093	(410) 853-7680
37	MD103	Jersy, LLC Gary Pfaff	6376 York Road Towson, MD 21252	(410) 372-2887
38	MD201	TOP DOG, LLC Jeff Burroughs	3000 Festival Way, Suite 307 Waldorf, MD 20601	(301) 645-3577
39	MD101	GAP 5, LLC Gary Pfaff	625 Baltimore Boulevard, Suite J Westminster, MD 21157	(410) 857-4339

MASSACHUSETTS

1	MA106	Parisi Enterprises, Inc. Daniel Parisi	35 Independence Way Danvers, MA 01923	(978) 774-3800
2	MA117	Kramerica Cuts, LLC Ron Howard	477 W. Central Street Franklin, MA 02038	(508) 346-3124
3	MA302	Lawnwood Enterprises, Inc. Ian Coogan	335 Russell Street Hadley, MA 01035	(413) 345-2680
4	MA114	HSR Enterprises, Inc. Ron Howard	58 Highland Commons East Hudson, MA 01749	(978) 562-4200
5	MA201	Norton Clips, LLC Shaun Norton	280 School Street Mansfield, MA 02048	(508) 261-5747
6	MA116	RSH Enterprises, Inc. Ron Howard	160B Apex Drive Marlborough, MA 01752	(508) 251-2668
7	MA107	Norton Clips, LLC Shaun Norton	18 Snow Road Marshfield, MA 02050	(781) 319-2150
8	MA109	RSH Enterprises, Inc. Ron Howard	196 E. Main Street, Suite 48 Milford, MA 01757	(508) 381-3273
9	MA115	RSH Enterprises, Inc. Ron Howard	10010-C Shops Way Northborough, MA 01532	(508) 466-8607

10	MA103	Norton Clips, LLC Shaun Norton	31 Furlong Drive, Suite D Revere, MA 02151	(781) 629-7677
11	MA301	Woodlawn Enterprises, Inc. Ian Coogan	302 Cooley Street, Suite 17A Springfield, MA 01128	(413) 342-1434

MICHIGAN

1	MI205	FHHC ACQUISITION MI203 & MI205, LLC David Gomel	3157 Ann Arbor-Saline Road, Suite C Ann Arbor, MI 48103	(734) 780-7677
2	MI603	LK Inc. Les Lynott	734 Perry Avenue Big Rapids, MI 49307	(231) 631-3136
3	MI405	Keyser Enterprises 1, LP Jesse Keyser	1831 Marketplace Drive SE Caledonia, MI 49316	(616) 871-3000
4	MI703	FHHC Development MI Fenton, LLC David Gomel	3401 Owen Road, Suite 300 Fenton, MI 48430	(810) 208-7829
5	MI401	Keyser Enterprises 1, LP Jesse Keyser	2753 E. Beltline Avenue SE Grand Rapids, MI 49546	(616) 949-0885
6	MI404	SMP - Standale Holdings, LLC Stacey Patulski	4761 Lake Michigan Drive Grand Rapids, MI 49534	(616) 791-0300
7	MI402	SMP - Grandville Holdings, LLC Stacey Patulski	4365 Canal Street, Suite J Grandville, MI 49418	(616) 724-2547
8	MI407	SMP Holdings, LLC Stacey Patulski	12719 Riley Street, Suite 40 Holland, MI 49424	(616) 298-7915
9	MI101	MacClips, Inc. Rob MacPherson	5304 West Main Kalamazoo, MI 49009	(269) 345-2700
10	MI103	SMP - Kalamazoo 103 Holdings, LLC Stacey Patulski	3138 S. Westnedge Avenue Kalamazoo, MI 49008	(269) 366-4475
11	MI802	Keyser Enterprises 1, LP Jesse Keyser	609 North Canal Road, Suite B Lansing, MI 48917	(517) 657-4500
12	MI804	Keyser Enterprises 1, LP Jesse Keyser	300 N. Clippert Street Lansing, MI 48912	(517) 329-1200
13	MI702	Ohle SC Midland, LLC Rick Ohle	219 W. Wackerly Road Midland, MI 48640	(989) 486-3841
14	MI701	Ohle SC Mt. Pleasant, LLC Rick Ohle	4459 E. Bluegrass Drive, Suite B Mt. Pleasant, MI 48858	(989) 317-3610
15	MI301	SMP - Muskegon Holdings, LLC Stacey Patulski	5791 Harvey Street, Suite C Muskegon, MI 49444	(231) 798-3500
16	MI302	SMP - Roosevelt Park Holdings, LLC Stacey Patulski	3275 Henry Street Muskegon, MI 49441	(231) 375-0349
17	MI203	FHHC ACQUISITION MI203 & MI205, LLC David Gomel	30800 Lyon Center Drive East New Hudson, MI 48165	(248) 721-1574
18	MI801	Keyser Enterprises 1, LP Jesse Keyser	3520 Okemos Road, Suite 2 Okemos, MI 48864	(517) 318-2621
19	MI102	MacClips II, Inc. Rob MacPherson	7101 S. Westnedge Avenue Portage, MI 49002	(269) 329-2412

20	MI212	Keyser Enterprises 1, LP Jesse Keyser	2587 S. Rochester Road Rochester Hills, MI 48307	(248) 606-4179
21	MI602	Ohle SC Traverse City, LLC Rick Ohle	2508 Crossing Circle Traverse City, MI 49684	(231) 642-5330

MINNESOTA

1	MN150	The McCleary Group, LLC Rachael McCleary	405 50th Avenue West Alexandria, MN 56308	(320) 219-7898
2	MN144	Norton Business Group - MN, LLC Shaun Norton	13650 Hanson Boulevard, Suite 112 Andover, MN 55304	(763) 717-8957
3	MN151	Sloane Business, LLC Boyd Candee	15640 English Avenue, Suite 300 Apple Valley, MN 55124	(952) 236-9912
4	MN126	Wildcat Investments MN, LLC Wayne Freeman	7394 153rd Street West, Suite 101 Apple Valley, MN 55124	(952) 683-1660
5	MN133	Norton Business Group - MN, LLC Shaun Norton	14695 Edgewood Drive, Suite 110 Baxter, MN 56425	(218) 828-7716
6	MN134	JPM HEALTH AND BEAUTY, INC. Tim Scott	4335 Pheasant Ridge Drive, Suite 226 Blaine, MN 55449	(763) 231-1166
7	MN104	Wildcat Investments MN, LLC Wayne Freeman	10400 Baltimore Street NE, Suite 190 Blaine, MN 55449	(763) 786-4664
8	MN103	Wildcat Investments MN, LLC Wayne Freeman	7817 Southtown Center, Suite 208 Bloomington, MN 55431	(952) 881-3442
9	MN146	The McCleary Group, LLC Rachael McCleary	5901 94th Avenue North, Suite 102 Brooklyn Park, MN 55445	(952) 334-9131
10	MN105	Wildcat Investments MN, LLC Wayne Freeman	1258 West County Road 42 Burnsville, MN 55337	(952) 681-7086
11	MN138	Norton Business Group - MN, LLC Shaun Norton	11215 Aquilla Drive North Champlin, MN 55316	(763) 208-7664
12	MN125	Norton Business Group - MN, LLC Shaun Norton	7905 Great Plains Boulevard, Suite 125 Chanhassen, MN 55317	(952) 934-6224
13	MN116	Norton Business Group - MN, LLC Shaun Norton	2908 North Chestnut Street Chaska, MN 55318	(952) 556-0123
14	MN101	Norton Business Group - MN, LLC Shaun Norton	3540 Main Street NW Coon Rapids, MN 55448	(763) 576-3086
15	MN119	Wildcat Investments MN, LLC Wayne Freeman	7240 East Point Douglas Road, Suite 140 Cottage Grove, MN 55016	(651) 207-8381
16	MN129	The McCleary Group, LLC Rachael McCleary	5612 W. Broadway Avenue Crystal, MN 55428	(763) 432-5701
17	MN402	Wildcat Investments MN, LLC Wayne Freeman	1600 Miller Trunk Highway, Suite F13D Duluth, MN 55811	(218) 606-1881
18	MN109	Wildcat Investments MN, LLC Wayne Freeman	1270 Promenade Place Eagan, MN 55121	(651) 452-1232
19	MN110	Wildcat Investments MN, LLC Wayne Freeman	8045 Flying Cloud Drive, Suite 120 Eden Prairie, MN 55344	(952) 944-3652
20	MN123	Norton Business Group - MN, LLC Shaun Norton	18209 Carson Court Elk River, MN 55330	(763) 441-7911

21	MN122	Norton Business Group - MN, LLC Shaun Norton	486 Water Street, Suite 385 Excelsior, MN 55331	(952) 300-8486
22	MN145	The McCleary Group, LLC Rachael McCleary	1094 Highway 15 South, Suite 101 Hutchinson, MN 55350	(320) 626-1114
23	MN114	Wildcat Investments MN, LLC Wayne Freeman	17440 Kenwood Trail Lakeville, MN 55044	(952) 435-0010
24	MN301	Wildcat Investments MN, LLC Wayne Freeman	1880 Tailwind Drive, Suite 300 Mankato, MN 56001	(507) 720-0027
25	MN131	Wildcat Investments MN, LLC Wayne Freeman	16381 County Road 30 Maple Grove, MN 55369	(763) 762-8962
26	MN111	Norton Business Group - MN, LLC Shaun Norton	1730 New Brighton Boulevard, Suite 105 Minneapolis, MN 55413	(612) 788-6330
27	MN117	The McCleary Group, LLC Rachael McCleary	3100 Excelsior Boulevard, Suite 103 Minneapolis, MN 55416	(612) 223-8260
28	MN102	Wildcat Investments MN, LLC Wayne Freeman	8340 3rd Street North Oakdale, MN 55128	(651) 714-8299
29	MN142	JPM HEALTH AND BEAUTY, INC. Tim Scott	4105 Vinewood Lane North, Suite D Plymouth, MN 55442	(763) 270-0972
30	MN108	Wildcat Investments MN, LLC Wayne Freeman	3570 Vicksburg Lane Plymouth, MN 55447	(763) 551-7996
31	MN501	JPM HEALTH AND BEAUTY, INC. Tim Scott	414 Crossroads Drive SW Rochester, MN 55902	(507) 281-3798
32	MN502	JPM HEALTH AND BEAUTY, INC. Tim Scott	3420 55th Street NW Rochester, MN 55901	(507) 282-3906
33	MN139	JPM HEALTH AND BEAUTY, INC. Tim Scott	13545 Northdale Boulevard, Suite 10 Rogers, MN 55374	(763) 432-2106
34	MN149	Sloane Business, LLC Boyd Candee	15063 Canada Avenue West Rosemount, MN 55068	(651) 344-7216
35	MN201	Norton Business Group - MN, LLC Shaun Norton	4106 W. Division St. Saint Cloud, MN 56301	(320) 257-2547
36	MN115	Wildcat Investments MN, LLC Wayne Freeman	14359 Highway 13 South, Suite 101 Savage, MN 55378	(952) 226-2887
37	MN120	Norton Business Group - MN, LLC Shaun Norton	1021 Red Fox Road, Suite 110 Shoreview, MN 55126	(651) 348-7898
38	MN141	Norton Business Group - MN, LLC Shaun Norton	2100 Snelling Avenue North, Suite 72B St Paul, MN 55113	(651) 330-8885
39	MN135	Norton Business Group - MN, LLC Shaun Norton	8320A Highway 7, Suite 1034 St. Louis Park, MN 55426	(952) 933-3536
40	MN112	Norton Business Group - MN, LLC Shaun Norton	2112-A Ford Parkway St. Paul, MN 55116	(651) 756-8514
41	MN132	Wildcat Investments MN, LLC Wayne Freeman	925 E. County Road East, Suite 180 Vadnais Heights, MN 55127	(651) 219-5236
42	MN148	Sloane Business, LLC Boyd Candee	1617 South Robert Street West St. Paul, MN 55118	(651) 207-4640
43	MN143	Norton Business Group - MN, LLC Shaun Norton	10720 10th Street West, Suite 102 Waconia, MN 55387	(952) 679-4666

44	MN127	Norton Business Group - MN, LLC Shaun Norton	1157 Wayzata Boulevard East Wayzata, MN 55391	(952) 300-8466
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MISSISSIPPI				
1	MS104	Gulf Coast Clips, LLC Jeremy Aydell	1040 Spillway Circle, Suite A3 Brandon, MS 39047	(601) 829-1471
2	MS401	ASC of Gulfport, LLC Jeremy Aydell	3950 Promenade Parkway, Suite D D'Iberville, MS 39540	(228) 392-7234
3	MS101	Gulf Coast Clips, LLC Jeremy Aydell	163 Ridgeway Drive, Suite E Flowood, MS 39232	(601) 992-2733
4	MS402	ASC, LLC Jeremy Aydell	15520 Daniel Boulevard, Suite B Gulfport, MS 39503	(228) 314-3939
5	MS201	Gulf Coast Clips, LLC Jeremy Aydell	6101 Highway 98, Suite 30 Hattiesburg, MS 39402	(601) 261-1140
6	MS603	Clippers of the Mid-South, LLC Jeff Adkins	1210 E. Commerce Street Hernando, MS 38632	(662) 469-4095
7	MS301	Gulf Coast Clips, LLC Jeremy Aydell	103 Frontage Road, Suite 212 Meridian, MS 39301	(601) 581-1680
8	MS403	ASC of Ocean Springs, LLC Jeremy Aydell	4006 Bienville Boulevard, Suite A Ocean Springs, MS 39564	(228) 215-1419
9	TN109	Clippers of the Mid-South, LLC Jeff Adkins	5070 Goodman Road, Suite 113 Olive Branch, MS 38654	(662) 890-9922
10	MS602	Clippers of the Mid-South, LLC Jeff Adkins	8120 Camp Creek Road, Suite 108 Olive Branch, MS 38654	(662) 874-5804
11	MS601	Clippers of the Mid-South, LLC Jeff Adkins	100 Merchants Row, Suite 117 Oxford, MS 38655	(662) 638-3399
12	TN108	Clippers of the Mid-South, LLC Jeff Adkins	7111 Southwest Parkway, Suite 108 Southaven, MS 38671	(662) 536-2234
13	MS502	ER Enterprises, LLC Laura Merritt	667 Highway 12 West Starkville, MS 39759	(662) 465-2144
14	MS501	Clippers of the Mid-South, LLC Jeff Adkins	3982 N. Gloster Street, Suite 2 Tupelo, MS 38804	(662) 840-3030

MISSOURI				
1	MO117	HK Enterprise Group, LLC Alex Howson	2257 Michigan Avenue Arnold, MO 63010	(636) 287-3895
2	MO102	Keyser Enterprises 1, LP Jesse Keyser	14838 Manchester Road Ballwin, MO 63011	(636) 527-7440
3	MO906	Kinetic Kuts, LLC Brad Whitt	904A East North Avenue Belton, MO 64012	(816) 331-1991
4	MO904	Kinetic Kuts, LLC Brad Whitt	617 NE Coronado Drive Blue Springs, MO 64014	(816) 229-8822
5	MO601	Keyser Enterprises 1, LP Jesse Keyser	3019 William Street Cape Girardeau, MO 63703	(573) 335-3131
6	MO101	HK Enterprise Group, LLC Alex Howson	202 THF Boulevard Chesterfield, MO 63005	(636) 532-5060

7	MO202	Mamba Mentality, LLC Brad Whitt	2716 Paris Road, Suite 3 Columbia, MO 65202	(573) 474-8853
8	MO203	Mamba Mentality, LLC Brad Whitt	1105 Grindstone Parkway, Suite 105 Columbia, MO 65201	(573) 875-8853
9	MO201	Mamba Mentality, LLC Brad Whitt	1401 Forum Boulevard, Suite 102 Columbia, MO 65203	(573) 445-8853
10	MO112	My Tara, LLC Angie Stiles	6075 Mid Rivers Mall Drive Cottleville, MO 63304	(636) 922-3500
11	MO110	A and G Holdings-CC, LLC Angie Stiles	12426 Olive Boulevard Creve Coeur, MO 63141	(314) 878-7004
12	MO123	Keyser Enterprises 1, LP Jesse Keyser	131 Twin City Mall Crystal City, MO 63019	(636) 638-2288
13	MO121	HK Enterprise Group, LLC Alex Howson	7869 State Highway N. Dardenne Prairie, MO 63368	(636) 329-0707
14	MO119	HK Enterprise Group, LLC Alex Howson	15862 Manchester Road Ellisville, MO 63011	(636) 220-3303
15	MO125	Keyser Enterprises 1, LP Jesse Keyser	580 Karsch Boulevard, Suite 2 Farmington, MO 63640	(573) 713-9026
16	MO115	HK Enterprise Group, LLC Alex Howson	794 Gravois Bluff Boulevard, Suite E Fenton, MO 63026	(636) 326-1344
17	MO902	Kinetic Kuts, LLC Brad Whitt	18921-B E Valley View Parkway Independence, MO 64055	(816) 795-8818
18	MO204	Mamba Mentality, LLC Brad Whitt	3748 West Truman Boulevard Jefferson City, MO 65109	(573) 634-8853
19	MO301	Kinetic Kuts, LLC Brad Whitt	430 South Geneva Avenue, Suite 600 Joplin, MO 64801	(417) 782-7575
20	MO903	Delilah Development, LLC Todd Mayfield	13167 Stateline Road Kansas City, MO 64145	(816) 942-8217
21	MO905	Kinetic Kuts, LLC Brad Whitt	8706 NW Ambassador Drive Kansas City, MO 64154	(816) 505-2636
22	MO908	Kinetic Kuts, LLC Brad Whitt	6201 NW 63rd Terrace Kansas City, MO 64151	(816) 587-7678
23	MO909	Kinetic Kuts, LLC Brad Whitt	4155 Sterling Avenue Kansas City, MO 64133	(816) 353-2480
24	MO912	Kinetic Kuts, LLC Brad Whitt	4914 North Oak Trafficway Kansas City, MO 64118	(816) 452-2252
25	MO915	Westport SC, LLC Todd Mayfield	905-C Westport Road Kansas City, MO 64111	(816) 753-4700
26	MO917	Delilah Development, LLC Todd Mayfield	9556 N. McGee Street Kansas City, MO 64155	(816) 468-1716
27	MO918	Delilah Development, LLC Todd Mayfield	8021 State Line Road Kansas City, MO 64114	(816) 444-0525
28	MO126	Keyser Enterprises 1, LP Jesse Keyser	10700 Manchester Road Kirkwood, MO 63122	(314) 858-1053
29	MO914	Kinetic Kuts, LLC Brad Whitt	1041 Sam Walton Lane Lees Summit, MO 64086	(816) 525-5545

30	MO901	Kinetic Kuts, LLC Brad Whitt	1804 NW Chipman Road Lee's Summit, MO 64081	(816) 554-8630
31	MO907	Kinetic Kuts, LLC Brad Whitt	1912 Star Drive, Suite C Liberty, MO 64068	(816) 781-1127
32	MO118	Keyser Enterprises 1, LP Jesse Keyser	14173 Manchester Road, Suite C Manchester, MO 63011	(636) 527-7744
33	MO128	Hair Salon at Maplewood Commons, LLC Lenny Wang	1805 Maplewood Commons Drive Maplewood, MO 63143	(314) 875-0488
34	MO807	JVH-MO, Inc. Tom Hancock	701 N. McCroskey Street, Suite 8 Nixa, MO 65714	(417) 714-4401
35	MO107	HK Enterprise Group, LLC Alex Howson	2115 Highway K O'Fallon, MO 63368	(636) 272-3470
36	MO109	HK Enterprise Group, LLC Alex Howson	979 Waterbury Falls Drive O'Fallon, MO 63368	(636) 329-0707
37	MO804	SC of the Ozarks, Inc. Becky Hancock	1507 W. State Highway J Ozark, MO 65721	(417) 485-3662
38	MO602	Keyser Enterprises 1, LP Jesse Keyser	3101 Oak Grove Road, Suite 2 Poplar Bluff, MO 63901	(573) 776-1021
39	MO919	Mamba Mentality, LLC Brad Whitt	4401 S. Wisconsin Avenue, Suite 300 Sedalia, MO 65301	(660) 951-1005
40	MO802	JVH-MO, Inc. Becky Hancock	2725 N. Kansas Expressway, Suite 136 Springfield, MO 65803	(417) 865-4300
41	MO803	JVH-MO, Inc. Becky Hancock	3825 S. Campbell, Suite 120 Springfield, MO 65807	(417) 823-3773
42	MO805	SC of the Ozarks, Inc. Becky Hancock	3405 E. Battlefield Road, Suite 120 Springfield, MO 65804	(417) 882-1633
43	MO806	SC of the Ozarks, Inc. Becky Hancock	3800 W. Sunshine Street, Suite 108 Springfield, MO 65807	(417) 942-9510
44	MO801	JVH-MO, Inc. Becky Hancock	2041 E. Independence Street Springfield, MO 65804	(417) 877-7678
45	MO106	HK Enterprise Group, LLC Alex Howson	2073 Zumbahl Road St. Charles, MO 63303	(636) 916-4443
46	MO916	Kinetic Kuts, LLC Brad Whitt	5307 N. Belt Highway St. Joseph, MO 64507	(816) 233-3774
47	MO105	Keyser Enterprises 1, LP Jesse Keyser	4037 Union Road St. Louis, MO 63129	(314) 894-4600
48	MO114	HK Enterprise Group, LLC Alex Howson	1520 S. Kirkwood Road St. Louis, MO 63127	(314) 822-2112
49	MO116	Keyser Enterprises 1, LP Jesse Keyser	6457 Chippewa Street St. Louis, MO 63109	(314) 449-1800
50	MO127	WTF Enterprises, LLC Wayne Fajerski	8654 Olive Boulevard St. Louis, MO 63132	(314) 918-5264
51	MO111	Keyser Enterprises 1, LP Jesse Keyser	189 Mid Rivers Mall Drive, Suite 189 St. Peters, MO 63376	(636) 278-3311
52	MO122	A and G Holdings, LLC Angie Stiles	220 Magee Street Troy, MO 63379	(636) 528-4702

53	MO120	Keyser Enterprises 1, LP Jesse Keyser	834 Washington Corners Washington, MO 63090	(636) 432-5033
54	MO103	HK Enterprise Group, LLC Alex Howson	1937 Wentzville Parkway Wentzville, MO 63385	(636) 332-2636

MONTANA

1	MT102	C&B Hauser, Inc. Casey Carnahan	315 Main Street, Suite 300 Billings, MT 59105	(406) 248-2488
2	MT101	Sheri Clemmer-Anderson - No LLC Sheri Clemmer-Anderson	111 24th Street West, Suite 2 Billings, MT 59102	(406) 652-3326
3	MT201	C&B Hauser, Inc. Casey Carnahan	1500 N. 19th Avenue, Suite G Bozeman, MT 59718	(406) 582-5486
4	MT301	C&B Hauser, Inc. Casey Carnahan	85 Treeline Road, Suite 103 Kalispell, MT 59901	(406) 890-2547
5	MT302	C&B Hauser, Inc. Casey Carnahan	3850 South Reserve Street, Suite 130 Missoula, MT 59801	(406) 926-6900

NEBRASKA

1	NE108	JPM HEALTH AND BEAUTY, INC. Tim Scott	3811 Twin Creek Drive, Suite 104 Bellevue, NE 68123	(402) 614-4600
2	NE114	JPM HEALTH AND BEAUTY, INC. Tim Scott	2700 E. 23rd Street Fremont, NE 68025	(402) 721-6697
3	NE204	JPM HEALTH AND BEAUTY, INC. Tim Scott	2250 N. Webb Road, Suite 222 Grand Island, NE 68803	(308) 675-3111
4	NE116	HANCE, Inc. Angie Roberts	16918 Morgan Avenue Gretna, NE 68028	(402) 502-9200
5	NE112	JPM HEALTH AND BEAUTY, INC. Tim Scott	12121 McDermott Plaza La Vista, NE 68128	(402) 505-9027
6	NE202	JPM HEALTH AND BEAUTY, INC. Tim Scott	1631 Pine Lake Road, Suite 5 Lincoln, NE 68512	(402) 421-7007
7	NE203	JPM HEALTH AND BEAUTY, INC. Tim Scott	8244 Northern Lights Drive, Suite 104 Lincoln, NE 68505	(402) 466-3760
8	NE201	JPM HEALTH AND BEAUTY, INC. Tim Scott	2712 Cornhusker Highway, Suite 102 Lincoln, NE 68504	(402) 261-9300
9	NE205	JPM HEALTH AND BEAUTY, INC. Tim Scott	8450 Eiger Drive Lincoln, NE 68526	(531) 500-5466
10	NE110	JPM HEALTH AND BEAUTY, INC. Tim Scott	6610 S. 168th Street, Suite 2 Omaha, NE 68135	(402) 557-6495
11	NE111	HANCE, Inc. Angie Roberts	920 N. 204th Avenue, Suite 160 Omaha, NE 68022	(402) 999-8777
12	NE107	HANCE, Inc. Angie Roberts	3506 N. 147th Street, Suite 125 Omaha, NE 68116	(402) 933-3226
13	NE106	HANCE, Inc. Angie Roberts	205 N. 80th Street, Suite 115 Omaha, NE 68114	(402) 504-4900
14	NE115	HANCE, Inc. Angie Roberts	12424 West Dodge Road, Suite 104 Omaha, NE 68154	(402) 590-2959

15	NE105	JPM HEALTH AND BEAUTY, INC. Tim Scott	12330 K Plaza, #103 Omaha, NE 68137	(402) 991-1114
16	NE101	The Weseman Group, LTD David Weseman	2753 S. 140th Street Omaha, NE 68144	(402) 333-4700
17	NE102	HANCE, Inc. Angie Roberts	18126 Wright Street Omaha, NE 68130	(402) 758-1234
18	NE103	HANCE, Inc. Angie Roberts	575 N. 155th Plaza Omaha, NE 68154	(402) 505-9831
19	NE109	HANCE, Inc. Angie Roberts	304 Olson Drive, Suite 107 Papillion, NE 68046	(402) 502-9984
20	NE104	HANCE, Inc. Angie Roberts	8419 S. 73rd Plaza, #103 Papillion, NE 68046	(402) 502-5100

NEVADA

1	NV206	Sierra Nevada SC, Inc. Steve Secora	4849 Cochise Way, Unit 2 Carson City, NV 89703	(775) 234-3960
2	NV207	Cotton Tops Enterprises, Inc. Kevin Henkel	1650 Robb Drive, Suite B5 Reno, NV 89523	(775) 622-9568
3	NV205	Cotton Tops Enterprises, Inc. Kevin Henkel	537 South Meadows Parkway, Suite 120 Reno, NV 89521	(775) 852-4000
4	NV201	Cotton Tops Enterprises, Inc. Kevin Henkel	6015C S. Virginia Street Reno, NV 89502	(775) 851-7717
5	NV204	Sierra Nevada SC, Inc. Steve Secora	1565 E. Lincoln Way, Suite R-105 Sparks, NV 89434	(775) 357-2680
6	NV202	Cotton Tops Enterprises, Inc. Kevin Henkel	131 Disc Drive, Suite ES-3 Sparks, NV 89436	(775) 626-8855

NEW HAMPSHIRE

1	NH107	SC New England, LLC Dennis Guerrette	824 Central Avenue, Suite 5 Dover, NH 03820	(603) 343-5195
2	NH104	SC New England, LLC Dennis Guerrette	621 Amherst Street, Suite 3 Nashua, NH 03063	(603) 943-5042
3	NH101	Parisi Enterprises, Inc. Daniel Parisi	58 Plaistow Road, Unit D Plaistow, NH 03865	(603) 382-2470

NEW JERSEY

1	NJ111	Boro Cuts, LLC Gregory Zotian	76 Washington Valley Road Bedminster, NJ 07921	(908) 658-3100
2	NJ121	BrickClips, LLC Robert Biehler	588 Route 70 Brick, NJ 08723	(732) 451-2574
3	NJ122	Boro Cuts, LLC Gregory Zotian	178 East Hanover Avenue Cedar Knolls, NJ 07927	(908) 988-4477
4	NJ201	Ace Mazzone Management, LLC Amanda Mazzone	818 Haddonfield Road, Suite D Cherry Hill, NJ 08002	(856) 324-0239
5	NJ207	Champion Mazzone Management, LLC Amanda Mazzone	1907 Deptford Center Road, Suite 4 Deptford, NJ 08096	(856) 302-1948

6	NJ105	Boro Cuts, LLC Gregory Zotian	50 International Drive South, Unit D-1B Flanders, NJ 07836	(973) 448-2850
7	NJ127	ClipCo NJ, LLC Elizabeth Rothburd	176 Columbia Turnpike Florham Park, NJ 07932	(973) 261-1200
8	NJ129	Laceyclips, LLC Robert Biehler	302 North Main Street Forked River, NJ 08731	(609) 622-8456
9	NJ208	Allstar Mazzone Management, LLC Amanda Mazzone	694 Delsea Drive North, Suite 7 Glassboro, NJ 08028	(856) 956-3818
10	NJ206	Howarth & McKinley SC of Hamilton Square, LLC Jason McKinley	199 Sloan Avenue Hamilton, NJ 08619	(609) 689-4800
11	NJ126	Howarth & McKinley SC of Marlboro, LLC Jason McKinley	82 U.S. Route 9 Marlboro, NJ 07726	(732) 765-2547
12	NJ211	Dunleavy Financial Management, Inc. Marty Dunleavy	515 North Route 73 Marlton, NJ 08053	(856) 267-5526
13	NJ115	Howarth & McKinley Holdings, LLC Jason McKinley	1090 Route 35 Middletown, NJ 07748	(732) 671-4700
14	NJ210	Dunleavy Financial Management, Inc. Marty Dunleavy	1640 Nixon Drive Moorestown, NJ 08057	(856) 242-9744
15	NJ203	KTR 2, LLC Karen Reader	127 Ark Road, Suite 11 Mt. Laurel, NJ 08054	(856) 581-9257
16	NJ118	Boro Cuts, LLC Gregory Zotian	1260 Springfield Avenue New Providence, NJ 07974	(908) 988-4477
17	NJ110	TCNT Associates Oakland, LLC Tony Scaro	350 Rampo Valley Road, #475 Oakland, NJ 07436	(201) 644-7400
18	NJ301	Boro Cuts, LLC Gregory Zotian	564 Nassau Park Boulevard Princeton, NJ 08540	(609) 452-7400
19	NJ117	TCNT River Edge, LLC Tony Scaro	1011 Main Street River Edge, NJ 07661	(201) 343-4343
20	NJ205	Laceyclips, LLC Bob Biehler	47 Bethel Road Somers Point, NJ 08244	(609) 365-2850
21	NJ102	Sonic 102, LLC Peter Sandham	456 Elizabeth Avenue Somerset, NJ 08873	(732) 564-1155
22	NJ109	TRClips, LLC Robert Biehler	2 Route 37 West, Unit G2 Toms River, NJ 08753	(732) 281-2212
23	NJ202	MVP Mazzone Management, LLC Amanda Mazzone	3501 Route 42, Suite 350 Turnersville, NJ 08012	(856) 728-7600
24	NJ209	Dunleavy Financial Management, Inc. Marty Dunleavy	700 Haddonfield Berlin Road, Suite 15 Voorhees, NJ 08043	(856) 441-4707
25	NJ116	WallClips, LLC Robert Biehler	1825 Route 35, Suite 27 Wall Township, NJ 07719	(732) 280-8600
26	NJ101	Sonic 101, LLC Peter Sandham	9 Mount Bethel Road Warren, NJ 07059	(908) 834-8400
27	NJ130	Wayne Clips Associates, LLC Joe Capuano	908 Hamburg Turnpike, Suite 200 Wayne, NJ 07470	(973) 987-3005
28	NJ125	West Caldwell Clips Associates, LLC Joe Capuano	749 Bloomfield Avenue, Unit C West Caldwell, NJ 07006	(973) 228-4222

29	NJ107	Howarth & McKinley Holdings, LLC Jason McKinley	310 New Jersey 36 West Long Branch, NJ 07764	(732) 440-8895
30	NJ104	ClipCo NJ, LLC Jon Rothburd	319 Franklin Avenue, Suite 107 Wyckoff, NJ 07481	(201) 848-4500

NEW MEXICO

1	NM105	Grand Clips NM Enterprises, LLC Todd Bains	6600 Menaul Boulevard NE, Suite T005 Albuquerque, NM 87110	(505) 999-1025
2	NM104	Grand Clips NM Enterprises, LLC Todd Bains	8000 Paseo Del Norte NE, Suite B6 Albuquerque, NM 87109	(505) 797-2800
3	NM106	Grand Clips NM Enterprises, LLC Todd Bains	3703 Ellison Road NW, Suite B Albuquerque, NM 87114	(505) 890-4446
4	NM301	Grand Clips NM Enterprises, LLC Todd Bains	1701 Joe Harvey Boulevard, Suite 500 Hobbs, NM 88240	(575) 492-0454
5	NM201	Grand Clips NM Enterprises, LLC Todd Bains	3851 E. Lohman Avenue, Suite 1 Las Cruces, NM 88011	(575) 522-3441
6	NM107	Grand Clips NM Enterprises, LLC Todd Bains	3537 Zafarano Drive, Suite B Santa Fe, NM 87507	(506) 644-0800

NEW YORK

1	NY504	SCHair504, LLC Jillian Hogan	15 Park Avenue Clifton Park, NY 12065	(518) 930-2201
2	NY501	SCHair501, LLC Jillian Hogan	1770 Central Avenue Colonie, NY 12205	(518) 713-4708
3	NY502	SCHair502, LLC Jillian Hogan	274 Troy Road, Suite 400 East Greenbush, NY 12144	(518) 874-1561
4	NY505	SCHair505, LLC Jillian Hogan	800 Loudon Road Latham, NY 12110	(518) 250-5150
5	NY401	Jomeka Enterprises, LLC John Brecht	3873 State Route 31, Suite 120 Liverpool, NY 13090	(315) 715-4579
6	NY507	SCHair507, LLC Jillian Hogan	894 State Route 9, Suite 2 Queensbury, NY 12804	(518) 741-0418
7	NY503	SCHair503, LLC Jillian Hogan	3057 Route 50, Suite 6A Saratoga Springs, NY 12866	(518) 871-1140
8	NY301	TK SC 2, LLC Anthony Wills	367 Independence Plaza Selden, NY 11784	(631) 946-6988
9	NY402	Jomeka Enterprises, LLC John Brecht	3660 West Genesee Street Syracuse, NY 13219	(315) 214-5290

NORTH CAROLINA

1	NC507	NC Sport Cuts, LLC Patrick Hardy	754 West Williams Street Apex, NC 27502	(919) 367-8755
2	NC202	NC Sport Cuts, LLC Patrick Hardy	354 Merrimon Avenue, Suite 40 Asheville, NC 28801	(828) 505-0896
3	NC201	NC Sport Cuts, LLC Patrick Hardy	264 Thetford Street, Suite 105 Asheville, NC 28803	(828) 676-2875

4	NC126	PVG015-Belmont, LLC James Bailey	6425 Wilkinson Boulevard Belmont, NC 28012	(704) 826-3605
5	NC303	Top Cuts, LLC John Adcock	1449-F University Drive, Suite M-6 Burlington, NC 27215	(336) 447-4371
6	NC504	NC Sport Cuts, LLC Patrick Hardy	422 Crossroads Boulevard Cary, NC 27511	(919) 851-0199
7	NC511	NC Sport Cuts, LLC Patrick Hardy	82 Cornerstone Drive Cary, NC 27519	(919) 380-4456
8	NC521	Team MVP Store 7, LLC Matt Lewis	1231 Parkside Main Street Cary, NC 27511	(919) 909-1819
9	NC111	PVG007-Northlake, LLC James Bailey	9821 Northlake Centre Parkway, Suite H Charlotte, NC 28216	(704) 597-4321
10	NC123	PVG014-Blakeny, LLC James Bailey	9831 Rea Road, Suite B Charlotte, NC 28277	(980) 339-7977
11	NC110	PVG008-Mallard Creek, LLC James Bailey	1816 East Arbors Drive, Suite 410 Charlotte, NC 28262	(980) 999-5358
12	NC105	PVG009-Promenade, LLC James Bailey	5355 Ballantyne Commons Parkway, Suite 400 Charlotte, NC 28277	(704) 841-8819
13	NC116	PVG012-Arboretum, LLC James Bailey	8206 Providence Road, Suite 1700 Charlotte, NC 28277	(980) 237-3322
14	NC106	NC Sport Cuts, LLC Patrick Hardy	1600 E. Woodlawn Road, Suite 120 Charlotte, NC 28209	(704) 523-6375
15	NC118	PVG013-Toringdon, LLC James Bailey	3419 Toringdon Way, Suite 120 Charlotte, NC 28277	(704) 496-9191
16	NC108	PVG010-Rivergate, LLC James Bailey	14145 Rivergate Parkway, Suite 100 Charlotte, NC 28273	(704) 588-7177
17	NC122	NC Sport Cuts, LLC Patrick Hardy	3039 South Boulevard Charlotte, NC 28209	(980) 219-7868
18	NC311	Top Cuts, LLC John Adcock	3136 Gammon Lane Clemmons, NC 27012	(336) 893-5189
19	NC120	PVG001-Concord Mills, LLC James Bailey	8680 Concord Mills Boulevard, Suite 2A Concord, NC 28027	(704) 817-8490
20	NC109	PVG006-Afton Ridge, LLC James Bailey	6169 Bayfield Parkway Concord, NC 28027	(704) 788-1999
21	NC115	NC Sport Cuts, LLC Patrick Hardy	20619 Torrence Chapel Road, Suite 124 Cornelius, NC 28031	(704) 997-8049
22	NC112	NC Sport Cuts, LLC Patrick Hardy	7260 Highway 73, Suite 117 Denver, NC 28037	(704) 827-7009
23	NC510	Dakota Associates, Inc. Tom Hathaway	8200 Renaissance Parkway, Suite 1008 Durham, NC 27713	(919) 361-0087
24	NC522	Team MVP Store 4, LLC Matt Lewis	705A Ninth Street Durham, NC 27705	(919) 864-8010
25	NC518	Dakota Associates, Inc. Tom Hathaway	5075 Morganton Road, Suite 18 Fayetteville, NC 28314	(910) 868-8811
26	NC528	Dakota Associates, Inc. Tom Hathaway	9566 Cliffdale Road, Suite 130 Fayetteville, NC 28304	(910) 867-0010

27	NC520	Dakota Associates, Inc. Tom Hathaway	4411 Ramsey Street, Suite 108 Fayetteville, NC 28311	(910) 491-4889
28	NC502	Dakota Associates, Inc. Tom Hathaway	132 Shenstone Boulevard Garner, NC 27529	(919) 779-0066
29	NC121	PVG002-Gaston Mall, LLC James Bailey	2230 East Franklin Boulevard, Suite 110 Gastonia, NC 28054	(704) 691-7282
30	NC524	Dakota Associates, Inc. Tom Hathaway	501 North Berkeley Boulevard, Suite 120 Goldsboro, NC 27534	(984) 207-7063
31	NC307	Top Cuts, LLC John Adcock	1216 Bridford Parkway, Unit E Greensboro, NC 27407	(336) 235-0717
32	NC310	Top Cuts, LLC John Adcock	3712 Lawndale Drive, Suite J Greensboro, NC 27455	(336) 663-7691
33	NC305	Top Cuts, LLC John Adcock	3354-149 West Friendly Avenue, Suite 149 Greensboro, NC 27410	(336) 855-4165
34	NC301	Top Cuts, LLC John Adcock	1602 B Highwoods Boulevard Greensboro, NC 27410	(336) 855-4161
35	NC702	NC Sport Cuts, LLC Patrick Hardy	530 SE Greenville Boulevard Greenville, NC 27858	(252) 931-0600
36	NC124	PVG003 - Harrisburg, LLC James Bailey	4053 Harris Square Drive Harrisburg, NC 28075	(908) 258-0308
37	NC204	NC Sport Cuts, LLC Patrick Hardy	638 Spartanburg Highway, Suite 50 Hendersonville, NC 28792	(828) 595-9934
38	NC151	NC Sport Cuts, LLC Patrick Hardy	1752 Catawba Valley Boulevard Hickory, NC 28602	(828) 328-5020
39	NC125	NC Sport Cuts, LLC Patrick Hardy	2910 North Center Street Hickory, NC 28601	(828) 855-3260
40	NC309	Top Cuts, LLC John Adcock	4112 Brian Jordan Place, Suite 3 High Point, NC 27265	(336) 875-5608
41	NC519	Team MVP, LLC - NC Matt Lewis	125 Grand Hill Place, Suite 305 Holly Springs, NC 27540	(919) 567-7420
42	NC529	Dakota Associates, Inc. Tom Hathaway	3073 N. Main Street Hope Mills, NC 28348	(910) 600-5041
43	NC103	NC Sport Cuts, LLC Patrick Hardy	16735 Cranlyn Road, Suite B Huntersville, NC 28078	(704) 896-1840
44	NC128	NC Sport Cuts, LLC Patrick Hardy	15004 Village Crossing Road, Suite 400 Huntersville, NC 28078	(704) 274-9070
45	NC114	PVG011-Indian Trail, LLC James Bailey	14039 Highway 74 East, Suite A-4 Indian Trail, NC 28079	(704) 882-8384
46	NC704	Dakota Associates, Inc. Tom Hathaway	1092 Hampton Inn Way, Suite 300 Jacksonville, NC 28546	(910) 939-4193
47	NC306	Top Cuts, LLC John Adcock	1030 South Main Street, Unit D Kernersville, NC 27284	(336) 497-4041
48	NC512	NC Sport Cuts, LLC Patrick Hardy	1018 Shoppes at Midway Drive, Suite D Knightdale, NC 27545	(919) 266-3288
49	NC104	Matt and Kellie Hoover - NO LLC Matt Hoover	1813 Matthew Township Parkway, Suite 300 Matthews, NC 28105	(704) 321-9757

50	NC119	PVG004 - Matthews, LLC James Bailey	3335 Siskey Parkway, Suite 100 Matthews, NC 28105	(704) 443-7989
51	NC129	SC Haircuts, LLC Matt Hoover	2854 West Highway 74 Monroe, NC 28110	(704) 774-1193
52	NC107	NC Sport Cuts, LLC Patrick Hardy	598 B River Highway Mooresville, NC 28117	(704) 658-0441
53	NC505	Dakota Associates, Inc. Tom Hathaway	2012 Market Center Drive, Suite 120 Morrisville, NC 27560	(919) 463-0990
54	NC705	Dakota Associates, Inc. Tom Hathaway	3555 Martin Luther King Jr Boulevard New Bern, NC 28562	(252) 633-1222
55	NC501	NC Sport Cuts, LLC Patrick Hardy	9650 Leesville Road, Unit 220 Raleigh, NC 27613	(984) 200-4370
56	NC523	NC Sport Cuts, LLC Patrick Hardy	9660 Falls of the Neuse Road, Suite 173 Raleigh, NC 27614	(984) 232-8505
57	NC514	Dakota Associates, Inc. Tom Hathaway	3101 Edwards Mill Road, Suite 135 Raleigh, NC 27612	(919) 782-0712
58	NC509	NC Sport Cuts, LLC Patrick Hardy	10251 Little Brier Creek Lane, Suite 110 Raleigh, NC 27617	(919) 361-3339
59	NC517	Team MVP Store 2, LLC Matt Lewis	913 Spring Forest Road Raleigh, NC 27615	(919) 322-5327
60	NC117	NC Sport Cuts, LLC Patrick Hardy	1325 Klumac Road, Suite 1-D Salisbury, NC 28147	(704) 216-0257
61	NC527	Dakota Associates, Inc. Tom Hathaway	3110 S. Horner Boulevard Sanford, NC 27332	(919) 292-2100
62	NC516	Team MVP Store 3, LLC Matt Lewis	10564 U.S. Highway 15-501, Suite G Southern Pines, NC 28387	(910) 725-0236
63	NC525	NC Sport Cuts, LLC Patrick Hardy	916 Forrestville Road, Suite A-100 Wake Forest, NC 27587	(919) 554-3522
64	NC503	NC Sport Cuts, LLC Patrick Hardy	11841 Retail Drive Wake Forest, NC 27587	(919) 562-8558
65	NC127	PVG005-Wesley Chapel, LLC James Bailey	6330 Weddington Monroe Road, Suite A3 Wesley Chapel, NC 28104	(704) 234-8105
66	NC801	NC Sport Cuts, LLC Patrick Hardy	343 S. College Road, Suite 343-1 Wilmington, NC 28403	(910) 313-3299
67	NC804	NC Sport Cuts, LLC Patrick Hardy	1412 Barclay Pointe Boulevard, Suite 1004 Wilmington, NC 28412	(910) 765-1033
68	NC803	NC Sport Cuts, LLC Patrick Hardy	8207-K Market Street Wilmington, NC 28411	(910) 319-7171
69	NC701	NC Sport Cuts, LLC Patrick Hardy	3401 Raleigh Road Parkway, Suite 9-E Wilson, NC 27896	(252) 265-0021
70	NC304	Top Cuts, LLC John Adcock	1041 Hanes Mall Boulevard Winston Salem, NC 27103	(336) 760-7151
71	NC308	Top Cuts, LLC John Adcock	375 Lower Mall Drive Winston-Salem, NC 27103	(336) 602-1863
72	NC703	NC Sport Cuts, LLC Patrick Hardy	4100 Humber Drive, Suite 110 Winterville, NC 28590	(252) 756-2020

NORTH DAKOTA

1	ND202	M2 Enterprises, LLC Mitch Kost	411 S. 3rd Street Bismarck, ND 58504	(701) 751-0698
2	ND203	M2 Enterprises, LLC Mitch Kost	820 43rd Avenue NE, #108 Bismarck, ND 58503	(701) 751-4004
3	ND103	Mellow Herzog's, LLC Tara Herzog	5050 Timber Parkway South, Suite 112 Fargo, ND 58104	(701) 532-3600
4	ND101	Mellow Herzog's, LLC Tara Herzog	3221 32nd Avenue, Suite 600 Grand Forks, ND 58201	(701) 757-2700
5	ND201	Kost2Kost Enterprises, LLC Mitch Kost	3112 16th Street Minot, ND 58701	(701) 852-4247
6	ND102	Mellow Herzog's, LLC Tara Herzog	745 13th Avenue East, Suite 105 West Fargo, ND 58078	(701) 532-2400

OHIO

1	OH217	HSC Cincinnati, LLC John Hudek	1221 State Route 125, Suite B Amelia, OH 45102	(513) 449-4947
2	OH206	SARJNT, INC. Scott Burandt	7426 Beechmont Avenue Anderson Township, OH 45230	(513) 834-5455
3	OH503	Buckeye Clips, LLC Alden Rodriguez	5523 Mahoning Avenue Austintown, OH 44515	(330) 330-8746
4	OH401	Maxco, Inc. Tom Maxwell	35925 Detroit Road, Suite 111 Avon, OH 44011	(440) 937-8598
5	OH415	LST Clips, Inc. Darel Taylor	7044 Aurora Road Bainbridge, OH 44202	(330) 840-2700
6	OH303	Burben Investments, Inc. Scott Burandt	2260 North Fairfield Road, Suite F Beavercreek, OH 45431	(937) 912-5986
7	OH309	Burben Investments, Inc. Scott Burandt	4428 Indian Ripple Road Beavercreek, OH 45430	(937) 956-6266
8	OH301	Burben Investments, Inc. Scott Burandt	6004 Wilmington Pike Bellbrook, OH 45459	(937) 848-6445
9	OH205	SARJNT, INC. Scott Burandt	11255 Reed Hartman Highway Blue Ash, OH 45241	(513) 247-9182
10	OH417	Buckeye Clips, LLC Alden Rodriguez	4101 E. Royalton Road, Unit 3 Broadview Heights, OH 44147	(440) 838-4037
11	OH124	Vanity Ventures, Inc. Shaun Norton	6448 Winchester Boulevard, Suite 1120 Canal Winchester, OH 43110	(614) 829-6499
12	OH504	LST Investments, LLC Darel Taylor	4538 Boardman Canfield Road Canfield, OH 44406	(330) 330-8903
13	OH416	Buckeye Clips, LLC Alden Rodriguez	5242 Dressler Road Canton, OH 44718	(330) 546-0033
14	OH123	Sawyer Business Group, Inc. Anthony Sawyer	1251 North Bridge Street, Suite K Chillicothe, OH 45601	(740) 771-4119
15	OH204	JaNaMo Enterprises, Inc. Dan Murphy	5555 Glenway Avenue, Suite 800 Cincinnati, OH 45238	(513) 451-5888
16	OH207	SARJNT, INC. Scott Burandt	3880-L Paxton Road, Suite 51 Cincinnati, OH 45209	(513) 321-0200

17	OH210	SARJNT, INC. Scott Burandt	4550 Eastgate South Drive, Suite 242 Cincinnati, OH 45245	(513) 753-5888
18	OH214	Bhooshay Enterprises of Ohio, LLC David Boucher	6440 Harrison Avenue Cincinnati, OH 45247	(513) 574-1900
19	OH220	HSC Cincinnati, LLC John Hudek	9999 Montgomery Road Cincinnati, OH 45242	(513) 979-4987
20	OH101	Sawyer Business Group, Inc. Anthony Sawyer	1093 Polaris Parkway Columbus, OH 43240	(614) 443-9109
21	OH107	Vanity Ventures, Inc. Shaun Norton	7944 E. Broad Street Columbus, OH 43068	(614) 864-4400
22	OH304	Burben Investments, Inc. Scott Burandt	2331 Miamisburg Centerville Road Dayton, OH 45459	(937) 985-9885
23	OH126	JSCV, LLC Jai Thar	50 Coughlin Lane, Suite C Delaware, OH 43015	(740) 203-9640
24	OH118	Sawyer Business Group, Inc. Anthony Sawyer	7593 Sawmill Road, Suite 130 Dublin, OH 43016	(614) 717-0996
25	OH102	Sawyer Business Group, Inc. Anthony Sawyer	6730 Perimeter Loop Road Dublin, OH 43017	(614) 210-0622
26	OH122	Sawyer Business Group, Inc. Anthony Sawyer	4975 Tuttle Crossing Boulevard Dublin, OH 43016	(614) 726-9133
27	OH307	Norton Clips, LLC Shaun Norton	1128 S. Main Street Englewood, OH 45322	(937) 771-0002
28	OH212	Bhooshay Enterprises of Ohio, LLC David Boucher	530 Wessel Drive, Suite G Fairfield, OH 45014	(513) 816-7007
29	OH209	SARJNT, INC. Scott Burandt	3397 Princeton Road, Suite 103 Fairfield Township, OH 45011	(513) 737-5200
30	OH410	Maxxco, LLC Tom Maxwell	3737 West Market Street Fairlawn, OH 44333	(330) 665-4200
31	OH604	OH604, LLC Jordan Elliott	2023 Tiffin Boulevard Findlay, OH 45840	(419) 967-7107
32	OH109	Sawyer Business Group, Inc. Anthony Sawyer	4697A Morse Road Gahanna, OH 43230	(614) 337-2133
33	OH120	Vanity Ventures, Inc. Shaun Norton	291 Hamilton Road Gahanna, OH 43230	(614) 383-7256
34	OH409	Buckeye Clips, LLC Alden Rodriguez	3875 Massillon Road, Suite 340 Green, OH 44685	(330) 899-8595
35	OH108	Vanity Ventures, Inc. Shaun Norton	1728 Stringtown Road Grove City, OH 43123	(614) 871-5777
36	OH215	MMAO, LLC Marcy Mendenhall	589 Ring Road Harrison, OH 45030	(513) 845-4755
37	OH106	Vanity Ventures, Inc. Shaun Norton	1896 Hilliard - Rome Road Hilliard, OH 43206	(614) 771-7777
38	OH119	Vanity Ventures, Inc. Shaun Norton	3951 Britton Parkway Hilliard, OH 43026	(614) 710-1280
39	OH308	Burben Investments, Inc. Scott Burandt	232 E. Stroop Road Kettering, OH 45429	(937) 951-3606

40	OH110	Vanity Ventures, Inc. Shaun Norton	1618 North Memorial Drive Lancaster, OH 43130	(740) 687-5700
41	OH114	Sawyer Business Group, Inc. Anthony Sawyer	6429 Pullman Drive Lewis Center, OH 43035	(740) 549-0996
42	OH407	Buckeye Clips, LLC Alden Rodriguez	4310 Leavitt Road, Suite B Lorain, OH 44053	(440) 282-5473
43	OH216	MMAO, LLC Marcy Mendenhall	10553 Loveland Maderia Road, Suite B Loveland, OH 45140	(513) 340-4790
44	OH403	Maxco, Inc. Tom Maxwell	8210 Macedonia Commons Boulevard Macedonia, OH 44056	(330) 908-2950
45	OH208	SARJNT, INC. Scott Burandt	8241 Arbor Square Drive Mason, OH 45040	(513) 770-4312
46	OH405	Buckeye Clips, LLC Alden Rodriguez	40 Massillon Marketplace Drive SW Massillon, OH 44646	(330) 880-4247
47	OH404	Buckeye Clips, LLC Alden Rodriguez	6420 Mayfield Road, Suite 125 Mayfield Heights, OH 44124	(440) 684-1922
48	OH418	Buckeye Clips, LLC Alden Rodriguez	7617 Mentor Avenue Mentor, OH 44060	(440) 527-8914
49	OH219	HSC Cincinnati, LLC John Hudek	3427 Towne Boulevard Middletown, OH 45005	(513) 915-7252
50	OH201	SARJNT, INC. Scott Burandt	1081-E State Route 28 Milford, OH 45150	(513) 248-2547
51	OH419	Buckeye Clips, LLC Alden Rodriguez	26626 Lorain Road North Olmsted, OH 44070	(440) 455-9489
52	OH605	OH605, LLC Jordan Elliott	2951 Navarre Ave Oregon, OH 43616	(419) 795-2438
53	OH414	North Coast Partners, LLC Rajbir Sandhu	7681 West Ridgewood Drive Parma, OH 44129	(440) 845-5272
54	OH603	OH603, LLC Jordan Elliott	10411 Fremont Pike, Suite B Perrysburg, OH 43551	(567) 331-8441
55	OH103	Vanity Ventures, Inc. Shaun Norton	172 Clint Drive Pickerington, OH 43147	(614) 575-1090
56	OH501	LST Investments, LLC Darel Taylor	1320 Boardman Poland Road, Suite B Poland, OH 44514	(330) 953-2815
57	OH116	Sawyer Business Group, Inc. Anthony Sawyer	4002 Powell Road Powell, OH 43065	(614) 718-1223
58	OH408	Buckeye Clips, LLC Alden Rodriguez	19565 Detroit Road, Suite C Rocky River, OH 44116	(440) 799-4734
59	OH411	Gold Coast Ventures, LLC Rajbir Sandhu	921 Crossings Road Sandusky, OH 44870	(419) 625-4247
60	OH211	Bhooshay Enterprises of Ohio, LLC David Boucher	632 Corwin Nixon Boulevard South Lebanon, OH 45065	(513) 204-6013
61	OH305	Burben Investments, Inc. Scott Burandt	782 North Main Street Springboro, OH 45066	(937) 550-4301
62	OH701	S&L Cuts, Inc. Stephon Green	67800 Mall Road, Unit 964 St. Clairsville, OH 43950	(740) 699-4700

63	OH406	LST Investments, LLC Darel Taylor	4320 Kent Road, Suite 5 Stow, OH 44224	(234) 678-7099
64	OH422	LST Investments, LLC Darel Taylor	9525 Ohio 14 Streetsboro, OH 44241	(330) 552-3785
65	OH402	Maxco, Inc. Tom Maxwell	16754 Royalton Road Strongsville, OH 44136	(440) 238-0759
66	OH601	JM Elliott Enterprise, LLC Jordan Elliott	3332 W. Central Avenue Toledo, OH 43606	(419) 537-2222
67	OH502	Buckeye Clips, LLC Alden Rodriguez	2102 Niles Cortland Road SE Warren, OH 44484	(330) 989-6600
68	OH202	SARJNT, INC. Scott Burandt	8200 Princeton Glendale Road West Chester, OH 45069	(513) 942-2685
69	OH203	Bhooshay Enterprises of Ohio, LLC David Boucher	7749 Cox Lane West Chester, OH 45069	(513) 759-5666
70	OH125	Vanity Ventures, Inc. Shaun Norton	101 Westerville Plaza, Suite Q Westerville, OH 43081	(614) 392-2853
71	OH104	Sawyer Business Group, Inc. Anthony Sawyer	756 North State Street Westerville, OH 43082	(614) 776-5523
72	OH420	Maxco, Inc. Tom Maxwell	30028 Detroit Road Westlake, OH 44145	(440) 471-7916
73	OH412	LST Clips, Inc. Darel Taylor	5878 Som Center Road Willoughby, OH 44094	(440) 569-1173
74	OH423	SNI Sports, LLC Todd Nichols	4389 Burbank Road, Suite 94 Wooster, OH 44691	(330) 601-0135
75	OH801	S&L Cuts, Inc. Stephon Green	3934 Taryn Trace, Suite M2 Zanesville, OH 43701	(740) 487-1811

OKLAHOMA

1	OK302	RECS Clips, LLC Cheston Syma	1875 12th Avenue NW Ardmore, OK 73401	(580) 789-6677
2	OK303	RECS Clips, LLC Cheston Syma	2510 W. Main Street, Suite 102 Durant, OK 75093	(580) 745-5915
3	OK301	Kelley Endeavors, LLC David Kelley	1766 NW 82nd Street Lawton, OK 73505	(580) 699-3055

OREGON

1	OR106	SBK Enterprises, Inc. Jack Shattuck	14600 SW Murray Scholls Drive, Suite 106 Beaverton, OR 97007	(503) 372-5812
2	OR102	SBK Enterprises, Inc. Jack Shattuck	3270 SW Cedar Hills Boulevard, Suite 101 Beaverton, OR 97005	(503) 601-7006
3	OR202	C&S Miller Holdings, LLC Chad Miller	1500 NE Cushing Drive, Suite 110 Bend, OR 97701	(541) 213-2102
4	OR104	SBK Enterprises, Inc. Jack Shattuck	10223 SE Sunnyside Road Clackamas, OR 97015	(503) 427-2219
5	OR304	Dash Two, LLC Whitney Bradley	1327 NW 9th Street, Suite 103 Corvallis, OR 97330	(541) 207-3682

6	OR301	Premier Salons of Oregon Corp. Jay Gallagher	485 Coburg Road, Suite E Eugene, OR 97401	(541) 683-3632
7	OR302	Premier Salons of Oregon Corp. Jay Gallagher	3159 W. 11th Avenue, Suite C-3 Eugene, OR 97402	(541) 344-1111
8	OR303	Premier Salons of Oregon Corp. Jay Gallagher	1007 Green Acres Road Eugene, OR 97408	(541) 683-0808
9	OR103	SBK Enterprises, Inc. Jack Shattuck	18021 NW Evergreen Parkway Hillsboro, OR 97006	(503) 924-2015
10	OR111	SBK Enterprises, Inc. Jack Shattuck	17650 SW 63rd Avenue Lake Oswego, OR 97035	(503) 387-3427
11	OR117	Liahona, Inc. Bevin Leder	540 NE Highway 99, Suite B McMinnville, OR 97128	(971) 261-0809
12	OR401	Rogue Palm, LLC James Noah	181 Rossanley Drive, Suite 109 Medford, OR 97501	(541) 245-2981
13	OR101	Dash Two, LLC Jack Shattuck	19574 Molalla Avenue Suite 147 Oregon City, OR 97045	(971) 233-8963
14	OR109	SBK Enterprises, Inc. Jack Shattuck	9738 SE Washington Street, Suite P Portland, OR 97216	(503) 384-2279
15	OR116	Thorsen Enterprises, Inc. Glenn Thorsen	1114 Lancaster Drive NE, Suite 150 Salem, OR 97301	(971) 599-5424
16	OR110	Thorsen Enterprises, Inc. Glenn Thorsen	2990 Commercial Street SE, Suite 130 Salem, OR 97302	(503) 877-5812
17	OR115	Lee Hill Northwest, LLC Jared Lee	21332 SW Langer Farms Parkway, Suite 120 Sherwood, OR 97140	(503) 822-5054
18	OR107	Lee Hill Northwest, LLC Jared Lee	9009 SW Hall Boulevard Tigard, OR 97223	(503) 431-2343
19	OR105	SBK Enterprises, Inc. Jack Shattuck	21900 Willamette Drive, Suite 207 West Linn, OR 97068	(503) 974-9600

PENNSYLVANIA

1	PA128	Keystone Clippers, LLC Alden Rodriguez	4848 William Flynn Highway Allison Park, PA 15101	(724) 939-3559
2	PA701	Keystone Clippers, LLC Alden Rodriguez	216 Park Hills Plaza Altoona, PA 16602	(814) 934-0233
3	PA131	Keystone Clippers, LLC Alden Rodriguez	2580 Constitution Blvd Beaver Falls, PA 15010	(724) 581-4467
4	PA201	FSC Bensalem, LLC Jason Feiser	400 Rock Hill Drive Bensalem, PA 19020	(215) 355-3933
5	PA211	Queen of All Fades, LLC Erikal Roberts	412 West Swedesford Road Berwyn, PA 19312	(484) 320-8948
6	PA122	Catalina Clips, LLC Amanda Donovan	1001 Cool Springs Drive, Suite 500 Bethel Park, PA 15234	(412) 882-7000
7	PA109	Catalina Clips, LLC Amanda Donovan	1155 Washington Pike, Suite 8 Bridgeville, PA 15017	(412) 745-2547
8	PA214	Jack of All Fades, LLC Erikal Roberts	4908 Edgmont Avenue Brookhaven, PA 19015	(484) 480-3527

9	PA123	Keystone Clippers, LLC Alden Rodriguez	700 Butler Crossing, Suite 4 Butler, PA 16001	(724) 256-9979
10	PA309	R.R.I. Enterprises, LLC David Miller	3525 Gettysburg Road Camp Hill, PA 17011	(717) 412-0423
11	PA308	R.R.I. Enterprises, LLC David Miller	8 Noble Boulevard Carlisle, PA 17013	(717) 386-5066
12	PA307	R.R.I. Enterprises, LLC David Miller	500 Walker Road Chambersburg, PA 17201	(717) 414-7945
13	PA203	FSC Collegeville, LLC Jason Feiser	250 Plaza Drive, P4-5 Collegeville, PA 19426	(484) 973-6098
14	PA219	Ace of All Fades, LLC Erikal Roberts	200 Ridge Pike Conshohocken, PA 19428	(484) 243-6117
15	PA103	Keystone Clippers, LLC Alden Rodriguez	1691 Route 228 Cranberry Township, PA 16066	(724) 776-3444
16	PA204	Jack of All Fades, LLC Erikal Roberts	73 Old Dubline Pike, Suite 13B Doylestown, PA 18901	(267) 454-7481
17	PA402	Keystone Clippers, LLC Alden Rodriguez	1219 Pittsburgh Avenue, Suite B-10 Erie, PA 16505	(814) 452-2547
18	PA401	Keystone Clippers, LLC Alden Rodriguez	6805 Peach Street Erie, PA 16509	(814) 866-2547
19	PA209	Via Together, LLC Zac Tassone	60 East Uwchlan Avenue Exton, PA 19341	(484) 879-6163
20	PA206	FSC Fairless Hill, LLC Jason Feiser	110 Lincoln Highway, Suite 10 Fairless Hills, PA 19030	(267) 202-6924
21	PA104	Keystone Clippers, LLC Alden Rodriguez	500 Grandview Crossing Drive, Suite D Gibsonia, PA 15044	(724) 449-4333
22	PA207	Top Dog 15, LLC Jeff Burroughs	391 Wilmington Pike, Suite 14 Glen Mills, PA 19342	(610) 358-4630
23	PA116	Keystone Clippers, LLC Alden Rodriguez	6207 U.S. 30 Greensburg, PA 15601	(724) 600-0860
24	PA601	GAP 6, LLC Gary Pfaff	805 Baltimore Street, Suite 245 Hanover, PA 17331	(717) 632-2887
25	PA304	R.R.I. Enterprises, LLC David Miller	5020 Jonestown Road Harrisburg, PA 17112	(717) 562-7922
26	PA551	Keystone Clippers, LLC Alden Rodriguez	1041 N. Hermitage Road Hermitage, PA 16148	(724) 981-5750
27	PA305	R.R.I. Enterprises, LLC David Miller	763 Middletown Road Hummelstown, PA 17036	(717) 220-1738
28	PA124	Keystone Clippers, LLC Alden Rodriguez	12120 U.S. 30 Irwin, PA 15642	(724) 864-4247
29	PA306	H2D, LLC Bill Riiff	120 Rohrerstown Road, Suite 8B Lancaster, PA 17603	(717) 517-7396
30	PA302	H2D, LLC Bill Riiff	2073 Fruitville Pike Lancaster, PA 17601	(717) 824-4404
31	PA127	Keystone Clippers, LLC Alden Rodriguez	3920 U.S. 30 Latrobe, PA 15650	(724) 879-4917

32	PA105	SLLAAL08, LLC Jeff Crummie	4120 Washington Road McMurray, PA 15317	(724) 941-8255
33	PA403	Keystone Clippers, LLC Alden Rodriguez	18471 Smock Highway, Suite 106 Meadville, PA 16335	(814) 807-1880
34	PA301	R.R.I. Enterprises, LLC David Miller	6520 Carlisle Pike, Suite 3 Mechanicsburg, PA 17050	(717) 458-5515
35	PA126	Keystone Clippers, LLC Alden Rodriguez	225 Westside Square Drive Mercer, PA 16137	(724) 748-6263
36	PA303	H2D, LLC Bill Riiff	367 Comet Drive Millersville, PA 17551	(717) 584-6027
37	PA110	Keystone Clippers, LLC Alden Rodriguez	118 Wagner Road Monaca, PA 15061	(724) 728-6400
38	PA107	Keystone Clippers, LLC Alden Rodriguez	4180 William Penn Highway, Suite 7 Monroeville, PA 15146	(412) 856-1499
39	PA120	Keystone Clippers, LLC Alden Rodriguez	1136 Thorn Run Road Moon Township, PA 15108	(412) 329-7276
40	PA118	Keystone Clippers, LLC Alden Rodriguez	301 Blue Spruce Way Murrysville, PA 15668	(724) 519-8449
41	PA130	Keystone Clippers, LLC Alden Rodriguez	2509 State Street, Suite 3 New Castle, PA 16101	(724) 965-8481
42	PA202	Jack of All Fades, LLC Erikal Roberts	1460 Bethlehem Pike, Suite 160 North Wales, PA 19454	(267) 419-8630
43	PA117	Keystone Clippers, LLC Alden Rodriguez	4885 McKnight Road, Unit 11 Pittsburgh, PA 15237	(412) 837-2445
44	PA112	SLLAAL11, LLC Jeff Crummie	1610 Cochran Road, Suite 9A Pittsburgh, PA 15220	(412) 531-2053
45	PA114	SLLAAL11BG, LLC Jeff Crummie	10 Old Clairton Road, Suite 9A Pittsburgh, PA 15236	(412) 714-8064
46	PA102	Catalina Clips, LLC Amanda Donovan	270 Mt. Nebo Point Drive, Suite 8 Pittsburgh, PA 15237	(412) 366-5438
47	PA111	Keystone Clippers, LLC Alden Rodriguez	9034 St. Simon Way, Suite 125 Pittsburgh, PA 15237	(412) 369-9400
48	PA101	Keystone Clippers, LLC Alden Rodriguez	270 Settlers Ridge Drive Pittsburgh, PA 15205	(412) 788-1522
49	PA106	Ingar Lesheim - No LLC Ingar Lesheim	941 Freeport Road Pittsburgh, PA 15238	(412) 781-6070
50	PA119	Keystone Clippers, LLC Alden Rodriguez	3614 Forbes Avenue Pittsburgh, PA 15213	(412) 681-2345
51	PA208	Jack of All Fades, LLC Erikal Roberts	400 South State Road Springfield, PA 19064	(610) 543-3300
52	PA121	Keystone Clippers, LLC Alden Rodriguez	2015 Pittsburgh Mills Boulevard, Suite 105 Tarentum, PA 15084	(724) 275-7777
53	PA220	Jack of All Cuts, LLC Erikal Roberts	3465 Lincoln Highway East Thorndale, PA 19372	(484) 784-5753
54	PA218	CLPN Investments, LLC Sergio Rudoi	6900 Hamilton Boulevard, Suite 280 Trexlerstown, PA 18087	(484) 656-7110

55	PA129	Keystone Clippers, LLC Alden Rodriguez	712 W. Main Street, Suite 107 Uniontown, PA 15401	(868) 355-0288
56	PA125	SLLAAL16, LLC Jeff Crummie	100 Siena Drive, Suite 265 Upper St. Clair, PA 15241	(412) 835-4143
57	PA212	FSC Warrington, LLC Jason Feiser	255 Metro Drive, Suite 2 Warrington, PA 18976	(267) 488-1102
58	PA108	SLLAAL09, LLC Jeff Crummie	72 Trinity Point Drive Washington, PA 15301	(724) 503-4513
59	PA215	Via Together, LLC Zac Tassone	1502 West Chester Pike, Suite 10 West Chester, PA 19382	(484) 266-0526
60	PA115	Keystone Clippers, LLC Alden Rodriguez	11279 Perry Highway, Suite 312 Wexford, PA 15090	(724) 934-3943
61	PA210	Jack of All Fades, LLC Erikal Roberts	157 York Road Willow Grove, PA 19090	(267) 818-6126
62	PA603	M&R West York, LLC Roger Gauert	3013 East Market Street, Suite 603 York, PA 17402	(717) 718-5443
63	PA602	M&R West York, LLC Roger Gauert	840 Town Center Drive York, PA 17408	(717) 718-5778

RHODE ISLAND

1	RI101	RI Haircuts, LLC Jillian Hogan	618 George Washington Highway Lincoln, RI 02865	(401) 334-4687
2	RI102	RI Haircuts, LLC Jillian Hogan	1500 Bald Hill Road, Unit 1C Warwick, RI 02886	(401) 826-4687

SOUTH CAROLINA

1	SC603	Fraziers3, LLC Ashley Jordan	116 Commons Parkway Anderson, SC 29621	(864) 226-7979
2	SC403	Voegtler Enterprises, Inc. William Voegtler	272 Robert Smalls Parkway, Suite 330 Beaufort, SC 29906	(843) 379-4003
3	SC402	Voegtler Enterprises, Inc. William Voegtler	8210 Pinellas Drive, Suite B Bluffton, SC 29910	(843) 705-2722
4	SC610	RHSC Development, LLC EJ Gozur	2646 Boiling Springs Road Boiling Springs, SC 29316	(864) 814-0721
5	SC209	LK Inc. Les Lynott	1175 Folly Road, Suite E Charleston, SC 29412	(843) 872-6050
6	SC203	Beal & Currie Investments, LLC Todd Currie	1836 Ashley River Road, Suite C Charleston, SC 29407	(843) 571-0703
7	SC305	Coble & Company, LLC Chad Coble	327 Killian Road, Suite A-7 Columbia, SC 29203	(803) 735-0111
8	SC302	RHSC Development, LLC EJ Gozur	275 Park Terrace Drive, Suite 700 Columbia, SC 29212	(803) 407-8558
9	SC307	G & G of SC Development, LLC EJ Gozur	4711 Forest Drive, Suite 18 Columbia, SC 29206	(803) 782-6762
10	SC301	RHSC Development, LLC EJ Gozur	10210B Two Notch Road Columbia, SC 29229	(803) 865-8885

11	SC605	RHSC Development, LLC EJ Gozur	6525 Calhoun Memorial Highway, Suite G Easley, SC 29640	(864) 644-8377
12	SC504	NC Sport Cuts, LLC Patrick Hardy	1940 Hoffmeyer Road, Suite 42 Florence, SC 29501	(843) 317-1977
13	SC102	G & G of SC Development, LLC EJ Gozur	1135 Stonecrest Boulevard, Suite 119 Fort Mill, SC 29708	(803) 802-9966
14	SC206	LK Inc. Les Lynott	607 St. James Avenue, Suite C Goose Creek, SC 29445	(843) 863-8311
15	SC602	RHSC Development, LLC EJ Gozur	1106 Woodruff Road, Suite C Greenville, SC 29607	(864) 987-9061
16	SC601	RHSC Development, LLC EJ Gozur	3915 Pelham Road, Suite A Greenville, SC 29615	(864) 987-9041
17	SC604	RHSC Development, LLC EJ Gozur	1534 Poinsett Highway Greenville, SC 29609	(864) 242-1100
18	SC609	Fraziers3, LLC Ashley Jordan	209 Hospitality Boulevard Greenwood, SC 29649	(864) 227-0488
19	SC104	RHSC Development, LLC EJ Gozur	7716 Charlotte Highway, Suite 108 Indian Land, SC 29707	(803) 547-6767
20	SC105	Fraziers3, LLC Ashley Jordan	312 Bulkhead Way Lake Wylie, SC 29710	(803) 619-4468
21	SC304	RHSC Development, LLC EJ Gozur	5135 Sunset Boulevard, Suite G Lexington, SC 29072	(803) 951-2251
22	SC306	Coble & Company, LLC Chad Coble	1792 South Lake Drive, Suite 140 Lexington, SC 29073	(803) 359-0565
23	SC202	Beal & Currie Investments, LLC Todd Currie	656-D Long Point Road Mount Pleasant, SC 29464	(843) 388-0449
24	SC501	NC Sport Cuts, LLC Patrick Hardy	1764 Pine Island Road, Suite 2 Myrtle Beach, SC 29577	(843) 839-2540
25	SC502	NC Sport Cuts, LLC Patrick Hardy	1000 South Commons Drive, Suite 104 Myrtle Beach, SC 29588	(843) 650-1042
26	SC404	Voegtler Enterprises, Inc. William Voegtler	328 E. Martintown Road North Augusta, SC 29841	(803) 442-4477
27	SC208	LK Inc. Les Lynott	7800 Rivers Avenue, Suite 1060 North Charleston, SC 29406	(843) 569-8757
28	SC207	LK Inc. Les Lynott	4940 Centre Pointe Drive North Charleston, SC 29418	(843) 628-5069
29	SC503	NC Sport Cuts, LLC Patrick Hardy	114 Highway 17 South North Myrtle Beach, SC 29582	(843) 249-5700
30	SC101	RHSC Development, LLC EJ Gozur	572 John Ross Parkway, Suite 104 Rock Hill, SC 29730	(803) 980-8883
31	SC103	G & G of SC Development, LLC EJ Gozur	4811 Old York Road, Suite 104 Rock Hill, SC 29732	(803) 327-9990
32	SC606	RHSC Development, LLC EJ Gozur	343-B Harrison Bridge Road Simpsonville, SC 29680	(864) 228-5801
33	SC608	RHSC Development, LLC EJ Gozur	2603-C Woodruff Road Simpsonville, SC 29681	(864) 458-3323

34	SC607	RHSC Development, LLC EJ Gozur	169 Hadden Heights Road, Suite A-5 Spartanburg, SC 29301	(864) 764-1301
35	SC204	Beal & Currie Investments, LLC Todd Currie	9730 Dorchester Road, Suite 104 Summerville, SC 29485	(843) 821-6066
36	SC201	Beal & Currie Investments, LLC Todd Currie	420A Azalea Square Summerville, SC 29483	(843) 851-4405
37	SC308	Lason, LLC Crystal Smith	2621 Broad Street Sumter, SC 29150	(803) 469-2547

SOUTH DAKOTA

1	SD101	The McCleary Group, LLC Rachael McCleary	5019 S. Western Avenue, Suite 190 Sioux Falls, SD 57108	(605) 271-8085
2	SD102	The McCleary Group, LLC Rachael McCleary	504 South Foss Avenue Sioux Falls, SD 57110	(605) 275-2889
3	SD103	ISC, LLC Chelsea Schreurs	8006 West 41st Street Sioux Falls, SD 57106	(605) 271-4596

TENNESSEE

1	TN403	Clippers of Knoxville, LLC Jeff Adkins	719 Louisville Road Alcoa, TN 37701	(865) 983-5284
2	TN101	Clippers of the Mid-South, LLC Jeff Adkins	5291 Airline Road, Suite 106 Arlington, TN 38002	(901) 753-7126
3	TN102	Clippers of the Mid-South, LLC Jeff Adkins	2841 Bartlett Boulevard Bartlett, TN 38134	(901) 377-1600
4	TN225	LuTy Holdings, Inc. John Gilbo	7115 Southpoint Parkway, Suite 4 Brentwood, TN 37013	(615) 283-3940
5	TN503	Sawyer Business Group, Inc. Anthony Sawyer	5591 Highway 153, Suite 166 Chattanooga, TN 37343	(423) 877-5200
6	TN501	LGC, Inc. Greg Carson	7425 Commons Boulevard Chattanooga, TN 37421	(423) 877-5200
7	TN220	ForeM Partners, Inc. Michael Mendoza	108 Morris Road, Suite 102 Clarksville, TN 37040	(931) 919-2655
8	TN205	ForeM Partners, Inc. Michael Mendoza	1820 Madison Street Clarksville, TN 37043	(931) 920-3060
9	TN504	Horn Business Interests, LLC Tim Horn	4462 Frontage Road NW Cleveland, TN 37312	(423) 478-8242
10	TN105	Clippers of the Mid-South, LLC Jeff Adkins	295 New Byhalia Road, Suite 107 Collierville, TN 38017	(901) 854-1088
11	TN114	Clippers of the Mid-South, LLC Jeff Adkins	3592 S. Houston Levee, Suite 102 Collierville, TN 38017	(901) 316-5224
12	TN224	ForeM Partners, Inc. Michael Mendoza	620 S. James Campbell Boulevard Columbia, TN 38401	(931) 682-6169
13	TN217	ALSOMT, Inc. Michael Alsobrooks	416-C West Jackson Road Cookeville, TN 38501	(931) 854-0318
14	TN104	Clippers of the Mid-South, LLC Jeff Adkins	465 Germantown Parkway, Suite 106 Cordova, TN 38018	(901) 755-5977

15	TN223	Hunter Holdings Kevin Colbert	135 Thornton Drive Dickson, TN 37055	(615) 326-8625
16	TN203	ForeM Partners, Inc. Michael Mendoza	600 A. Frazier Drive, Suite 125 Franklin, TN 37067	(615) 771-2848
17	TN201	ForeM Partners, Inc. Michael Mendoza	1010 Murfreesboro Road, #174 Franklin, TN 37064	(615) 595-8800
18	TN212	PATLAN, LLC Lance Waller	1101 Nashville Pike, Suite 170 Gallatin, TN 37066	(615) 451-7399
19	TN107	Clippers of the Mid-South, LLC Jeff Adkins	7685 Farmington Boulevard, Suite 107 Germantown, TN 38138	(901) 756-4884
20	TN215	PATLAN, LLC Lance Waller	203 N. Anderson Lane, Suite 106 Hendersonville, TN 37075	(615) 264-6315
21	TN221	Hunter Holdings Kevin Colbert	5205 Old Hickory Boulevard, Suite 103 Hermitage, TN 37076	(615) 982-6157
22	TN301	Clippers of the Mid-South, LLC Jeff Adkins	1233 Vann Drive Jackson, TN 38305	(731) 300-3320
23	TN601	Alexander, LLC Bob Klinker	2244 N. Roan Street, Suite 104 Johnson City, TN 37601	(423) 232-5050
24	TN602	Alexander, LLC Bob Klinker	1880 N. Eastman Road Kingsport, TN 37644	(423) 765-9509
25	TN415	Clippers of Knoxville, LLC Jeff Adkins	7614 Chapman Highway, Suite 120 Knoxville, TN 37920	(865) 951-1536
26	TN408	ALSOMT, Inc. Michael Alsobrooks	234 Brookview Center Way, Suite 108 Knoxville, TN 37919	(865) 474-1062
27	TN402	Clippers of Knoxville, LLC Jeff Adkins	6631 Clinton Highway, Suite 103 Knoxville, TN 37921	(865) 938-9987
28	TN414	Clippers of Knoxville, LLC Jeff Adkins	4859 North Broadway, Suite 102 Knoxville, TN 37918	(865) 985-0244
29	TN401	Clippers of Knoxville, LLC Jeff Adkins	11523 Parkside Drive Knoxville, TN 37934	(865) 675-5458
30	TN404	Clippers of Knoxville, LLC Jeff Adkins	5469 Washington Pike Knoxville, TN 37918	(865) 540-4444
31	TN405	Clippers of Knoxville, LLC Jeff Adkins	123 North Peters Road Knoxville, TN 37923	(865) 693-4757
32	TN407	Clippers of Knoxville, LLC Jeff Adkins	4227 Sam Walton Way Knoxville, TN 37938	(865) 922-1656
33	TN412	Clippers of Knoxville, LLC Jeff Adkins	1942 Pinnacle Point Way Knoxville, TN 37922	(865) 851-7145
34	TN416	ALSOMT, Inc. Michael Alsobrooks	10820 Hardin Valley Road Knoxville, TN 37932	(865) 281-3156
35	TN106	Clippers of the Mid-South, LLC Jeff Adkins	9005 Highway 64, Suite 102 Lakeland, TN 38002	(901) 937-0728
36	TN206	ForeM Partners, Inc. Michael Mendoza	1701 West Main Street Lebanon, TN 37087	(615) 499-8026
37	TN110	Clippers of the Mid-South, LLC Jeff Adkins	5865 Poplar Avenue, Suite 108 Memphis, TN 38119	(901) 537-0060

38	TN116	Clippers of the Mid-South, LLC Jeff Adkins	2145 Union Avenue, Suite 101 Memphis, TN 38104	(901) 310-4355
39	TN103	Clippers of the Mid-South, LLC Jeff Adkins	4732 Spottswood Avenue Memphis, TN 38117	(901) 685-5995
40	TN115	Clippers of the Mid-South, LLC Jeff Adkins	8507 Highway 51 North, Suite 106 Millington, TN 38053	(901) 872-7778
41	TN410	Horn Business Interests, LLC Tim Horn	4329 W. Andrew Johnson Highway, Suite 5 Morristown, TN 37814	(423) 839-2333
42	TN204	Horn Business Interests, LLC Tim Horn	300 Pleasant Grove Road, Suite 315 Mt. Juliet, TN 37122	(615) 758-4005
43	TN222	ForeM Partners, Inc. Michael Mendoza	2104 Memorial Boulevard, Suite B Murfreesboro, TN 37129	(615) 217-0081
44	TN218	Hunter Holdings Kevin Colbert	2037 Old Fort Parkway, Suite 1A Murfreesboro, TN 37129	(615) 494-0099
45	TN207	Hunter Holdings Kevin Colbert	2615 Medical Parkway, Suite 1020 Murfreesboro, TN 37129	(615) 494-3700
46	TN209	ForeM Partners, Inc. Michael Mendoza	7630 Highway 70 South, Suite 305 Nashville, TN 37221	(615) 646-5946
47	TN202	ForeM Partners, Inc. Michael Mendoza	96 White Bridge Road Nashville, TN 37205	(615) 354-5551
48	TN219	Hunter Holdings Kevin Colbert	15582 Old Hickory Boulevard Nashville, TN 37211	(615) 760-5017
49	TN409	ALSOMT, Inc. Michael Alsobrooks	1537 Oak Ridge Turnpike Oak Ridge, TN 37830	(865) 294-4109
50	TN505	Sawyer Business Group, Inc. Anthony Sawyer	601 Chesterton Way, Suite 109 Ooltewah, TN 37363	(423) 498-1111
51	TN411	Horn Business Interests, LLC Tim Horn	701 Winnfield Dunn Parkway, Suite M Sevierville, TN 37876	(865) 366-3701
52	TN208	Hunter Holdings Kevin Colbert	801 Industrial Boulevard, Suite 110 Smyrna, TN 37167	(615) 355-0000
53	TN210	Hunter Holdings Kevin Colbert	1007 Crossings Boulevard Spring Hill, TN 37174	(931) 486-0774
54	TN226	Work Optional, LLC Matt Helton	1802 North Jackson Street, Suite 860 Tullahoma, TN 37388	(931) 222-4109

TEXAS				
1	TX494	March 11, Inc. Maggie Walker	1750 East Overland Trail, Suite 101 Abilene, TX 79601	(325) 672-1300
2	TX493	March 11, Inc. Maggie Walker	4217 Southwest Drive Abilene, TX 79606	(325) 793-2200
3	TX458	MO-Hair, LLC Matt Olson	190 East Stacy Road, Suite 208 Allen, TX 75002	(214) 383-5151
4	TX423	Terzis Investments, Inc. Timothy Terzis	1008 W. McDermott Drive, Suite 200 Allen, TX 75013	(972) 359-7599
5	TX268	RECS Clips, LLC Cheston Syma	252 North Bypass 35, Suite B Alvin, TX 77511	(281) 585-9600

6	TX701	PS92SK, LP Karen Weddel	3240 Soncy Road, Suite 200 Amarillo, TX 79124	(806) 355-2547
7	TX702	PS92SK, LP Karen Weddel	2325 South Georgia Street Amarillo, TX 79109	(806) 467-2547
8	TX456	3H Enterprises, LLC Kevin Houston	1237 N. Little School Road, Suite D Arlington, TX 76017	(817) 483-4144
9	TX459	4321 Clips LLC Paul Slabbekoorn	5001 South Cooper Arlington, TX 76017	(817) 472-8899
10	TX487	MO-Hair, LLC Matt Olson	1010 East Tyler Street, Suite B Athens, TX 75751	(903) 292-1024
11	TX266	RECS Clips, LLC Cheston Syma	8608 North Highway 146, Suite 300 Baytown, TX 77523	(281) 573-2200
12	TX212	Hopper Ventures, Inc. Drew Hopper	5015 Garth Road Baytown, TX 77521	(281) 421-0972
13	TX502	Portabeau, LLC Cody Lovins	3939 Dowlen Road, Suite 6 Beaumont, TX 77706	(409) 347-3700
14	TX401	S. Klips, Inc. Ken Kroviak	3208 Harwood Bedford, TX 76021	(817) 868-9610
15	TX332	MO-Hair, LLC Matt Olson	1445 S. Main Street, Suite 110 Boerne, TX 78006	(830) 331-4077
16	TX294	CV Ventures, LLC Cody Lovins	107 US Highway 290 West Brenham, TX 77833	(979) 836-2620
17	TX690	Onardem Ventures, Inc. Juan Medrano	3000 Pablo Kissel Boulevard, Suite 300 B1 Brownsville, TX 78526	(956) 504-0015
18	TX289	Bunte Enterprises No. 3, Inc. Les Bunte	1612 Villa Maria Drive, Suite 100 Bryan, TX 77807	(979) 779-8900
19	TX321	CBA Sports, LLC Cristina James	20248 State Highway 46W, Suite 160 Bulverde, TX 78070	(830) 438-2800
20	TX430	3H Enterprises, LLC Kevin Houston	140 John Jones Boulevard, Suite 112 Burleson, TX 76028	(817) 447-5656
21	TX484	3H Enterprises, LLC Kevin Houston	12625 South Freeway Burleson, TX 76028	(817) 615-9544
22	TX415	THR Carrollton, LLC Timothy Terzis	4009 Old Denton, Suite 100 Carrollton, TX 75007	(972) 939-8395
23	TX406	THR W. PLANO, LLC Timothy Terzis	3320 E. Hebron Parkway Carrollton, TX 75010	(972) 862-3501
24	TX416	Yuvilos Innovations Corp. Erika Flores	213 N. Highway 67, Suite 400-A Cedar Hill, TX 75104	(972) 291-6464
25	TX322	Cibolo Creek Cuts, Inc. Chris Parker	513 Cibolo Valley Drive, Suite 119 Cibolo, TX 78108	(210) 254-9576
26	TX489	3H Enterprises, LLC Misti Houston	1661 W. Henderson Street, Suite B Cleburne, TX 76033	(817) 774-2228
27	TX279	Wage Haircutters, LLC Shannon Whitley	810 North Dixie Drive, Suite L Clute, TX 77531	(979) 266-8660
28	TX290	Bunte Enterprises, Inc. Les Bunte	980 E. University, Suite 200 College Station, TX 77840	(979) 260-1700

29	TX293	Bunte Enterprises No. 4, Inc. Les Bunte	11667 FM 2154, Suite 200 College Station, TX 77845	(979) 704-5382
30	TX291	Bunte Enterprises No. 2, Inc. Les Bunte	943 William D. Fitch Parkway, #351 College Station, TX 77845	(979) 690-3800
31	TX224	CV Ventures, LLC Cody Lovins	1317 W. Davis Street, Suite B Conroe, TX 77304	(936) 494-2889
32	TX436	MO-Hair, LLC Matt Olson	240 N. Denton Tap Road, Suite 430 Coppell, TX 75019	(972) 393-9490
33	TX350	MO-Hair, LLC Matt Olson	1502 Airline Drive, Suite 120 Corpus Christi, TX 78412	(361) 906-2222
34	TX352	MO-Hair, LLC Matt Olson	14221 Northwest Boulevard, Suite 105 Corpus Christi, TX 78410	(361) 933-0173
35	TX351	MO-Hair, LLC Matt Olson	5625 Saratoga Boulevard, Suite 103 Corpus Christi, TX 78414	(361) 452-6722
36	TX468	RECS Clips, LLC Cheston Syma	11750 US Highway 380, Suite 400 Crossroads, TX 76227	(940) 365-9090
37	TX276	Aim High Ventures, Inc. Brad Minton	28610 Highway 290, Suite F21 Cypress, TX 77433	(346) 218-7630
38	TX265	Aim High Ventures, Inc. Brad Minton	9727 Barker Cypress Road, Suite 400 Cypress, TX 77433	(281) 758-5458
39	TX228	NT&D Venture, Inc. Hung Nguyen	13215 Grant Road, Suite 1600 Cypress, TX 77429	(281) 257-0331
40	TX229	Aim High Ventures, Inc. Brad Minton	26084 Hwy 290 West, Suite 160 Cypress, TX 77429	(281) 256-1344
41	TX278	Aim High Ventures, Inc. Brad Minton	9814 Fry Road, Suite 140 Cypress, TX 77433	(281) 758-1274
42	TX412	MO-Hair, LLC Matt Olson	4727 Frankford Road, Suite 357 Dallas, TX 75287	(972) 713-0707
43	TX431	Arvada Ventures, Inc. Scott Wheeler	6025 Royal Lane, Suite 314 Dallas, TX 75230	(214) 363-7410
44	TX440	NextQuest, Inc. Jan Mansfield	15212 Montfort Drive, Suite 312 Dallas, TX 75248	(972) 239-4442
45	TX463	Arvada Ventures, Inc. Scott Wheeler	6176 Retail Road, Suite 200 Dallas, TX 75231	(214) 361-2366
46	TX467	Arvada Ventures, Inc. Scott Wheeler	6333 E. Mockingbird Lane, Suite 145 Dallas, TX 75214	(214) 434-1523
47	TX461	Arvada Ventures, Inc. Scott Wheeler	5521 Greenville Avenue, Suite 110 Dallas, TX 75206	(214) 987-0900
48	TX424	Arvada Ventures, Inc. Scott Wheeler	3001 Knox Street, Suite 101A Dallas, TX 75205	(214) 219-5900
49	TX446	Arvada Ventures, Inc. Scott Wheeler	4007 Lemmon Avenue Dallas, TX 75219	(214) 219-3000
50	TX254	Hopper Ventures, Inc. Drew Hopper	3717 Center Street, Suite D Deer Park, TX 77536	(281) 476-9003
51	TX462	Devine Clips, LLC Bobby Forrest	2520 West University Drive, Suite 1170 Denton, TX 76201	(940) 382-4793

52	TX453	RECS Clips, LLC Cheston Syma	5017 Teasley Lane, Suite 109 Denton, TX 76210	(940) 243-5100
53	TX426	Devine Clips, LLC Bobby Forrest	1400 Loop 288, Suite 102 Denton, TX 76205	(940) 383-8383
54	TX693	ZES Investment, LLC Begona Simon	403 West Trenton Road, Suite B Edinburg, TX 78539	(956) 720-4821
55	TX802	Sporty Lifestyle, Inc. Claudia Samaniego	655 Sunland Park Drive, Suite L3 El Paso, TX 79912	(915) 474-3458
56	TX805	Grand Clips TX Enterprises, LLC Todd Bains	10771 Gateway South Boulevard, Suite J-104 El Paso, TX 79934	(915) 821-0110
57	TX808	Sporty Las Palmas, LLC Claudia Samaniego	1325 George Dieter Drive, Suite C-1 El Paso, TX 79936	(915) 231-6169
58	TX806	Sporty Lifestyle, Inc. Claudia Samaniego	6450 Desert Boulevard, Suite B107 El Paso, TX 79912	(915) 249-6809
59	TX804	Grand Clips TX Enterprises, LLC Todd Bains	8889 Gateway Boulevard, Suite 3010 El Paso, TX 79925	(915) 260-5918
60	TX801	Grand Clips TX Enterprises, LLC Todd Bains	1830 North Zaragoza, Suite 103 El Paso, TX 79936	(915) 921-7601
61	TX450	MO-Hair, LLC Matt Olson	402 North Interstate Highway, Suite 102 Ennis, TX 75119	(469) 881-1708
62	TX445	S. Klips, Inc. Ken Kroviak	3010 Highway 121, Suite 800 Euless, TX 76039	(817) 571-6605
63	TX402	ZAMLA Enterprises, LLC Almaz Haile	13901 Midway Road, #107 Farmers Branch, TX 75244	(214) 613-2559
64	TX417	RECS Clips, LLC Cheston Syma	6101 Long Prairie Road, Suite 724 Flower Mound, TX 75028	(972) 691-3678
65	TX411	RECS Clips, LLC Cheston Syma	1901 Long Prairie, Suite 112 Flower Mound, TX 75028	(214) 513-2989
66	TX442	Devine Clips, LLC Bobby Forrest	501 N. FM 548, #150 Forney, TX 75126	(972) 564-0444
67	TX439	3H Enterprises, LLC Kevin Houston	4811 Overton Ridge Boulevard, Suite 212 Fort Worth, TX 76132	(817) 346-1414
68	TX464	4321 Clips LLC Paul Slabbekoorn	9400 Clifford Street, Suite 120 Fort Worth, TX 76108	(682) 708-5252
69	TX473	Devine Clips, LLC Bobby Forrest	4540 W. Bailey Boswell Road, Suite 120 Fort Worth, TX 76179	(817) 840-5117
70	TX479	F&S Joint Ventures, LLC Bobby Forrest	3488 Highway 114, Suite 102 Fort Worth, TX 76177	(682) 502-4121
71	TX466	4321 Clips LLC Paul Slabbekoorn	501 Alta Mere Drive, Suite 1005 Fort Worth, TX 76114	(817) 763-8135
72	TX452	Devine Clips, LLC Bobby Forrest	2880 Heritage Trace Parkway Fort Worth, TX 76177	(817) 741-4121
73	TX482	4321 Clips LLC Paul Slabbekoorn	9662 Red Dirt Road Fort Worth, TX 76123	(682) 224-6040
74	TX455	RECS Clips, LLC Cheston Syma	11550 Legacy Drive, Suite 430 Frisco, TX 75034	(469) 362-7723

75	TX438	RECS Clips, LLC Cheston Syma	4150 Legacy Drive, Suite 414 Frisco, TX 75034	(972) 377-7477
76	TX457	RECS Clips, LLC Cheston Syma	11411 Coit Road, Suite 140 Frisco, TX 75035	(214) 436-4457
77	TX408	RECS Clips, LLC Cheston Syma	8300 Gaylord Parkway, #10 Frisco, TX 75034	(972) 668-5324
78	TX418	4321 Clips LLC Paul Slabbekoorn	1664 S. University Drive, Suite C Ft. Worth, TX 76107	(817) 332-3020
79	TX267	Syma Ventures, Inc. Cheston Syma	6727 FM 1463, Suite 210 Fulshear, TX 77494	(281) 574-7448
80	TX476	RECS Clips, LLC Cheston Syma	201 N. Interstate 35, Suite 120 Gainesville, TX 76240	(940) 665-1950
81	TX428	Firewheel 428, LLC Ken Kroviak	5255 George Bush Turnpike, Suite 475 Garland, TX 75040	(972) 675-5760
82	TX420	MO-Hair, LLC Matt Olson	5949 Broadway, #125 Garland, TX 75043	(972) 240-6300
83	TX488	4321 Clips LLC Paul Slabbekoorn	327 East Highway 377 Granbury, TX 76048	(682) 205-1199
84	TX483	MO-Hair, LLC Matt Olson	3154 State Highway 161, Suite 620 Grand Prairie, TX 75052	(972) 639-3444
85	TX410	4321 Clips LLC Paul Slabbekoorn	1527 W. State Highway 114, Suite 200 Grapevine, TX 76051	(817) 251-6517
86	TX472	RECS Clips, LLC Cheston Syma	3110 IH 30, Suite 101 Greenville, TX 75402	(903) 303-4577
87	TX604	Team Raca, LLC Omar Ramirez	2309 West Lincoln Avenue, Suite A Harlingen, TX 78550	(956) 412-3600
88	TX465	Devine Clips, LLC Bobby Forrest	13100 NW Highway 287, Suite 130 Haslet, TX 76052	(817) 439-8165
89	TX414	MO-Hair, LLC Matt Olson	4040 FM 2181 Hickory Creek, TX 75065	(940) 321-0770
90	TX803	SCWM Horizon City, LLC Claudia Samaniego	13900 Horizon Boulevard Horizon City, TX 79928	(915) 852-4848
91	TX211	Syma Ventures, Inc. Cheston Syma	19859 Katy Freeway, Suite B Houston, TX 77094	(281) 398-0802
92	TX239	BUX 239, LLC Richard Buxbaum	15242 Wallisville Road, Suite B Houston, TX 77049	(713) 637-7800
93	TX247	JCM Interests, LLC Chris Martin	1911 Taylor Street, Suite B Houston, TX 77007	(713) 426-3512
94	TX253	BUX 253, LLC Richard Buxbaum	13141 FM 1960 Road West, Suite 800 Houston, TX 77065	(281) 894-1500
95	TX258	Laguerre Capital, LLC Jerry Laguerre	8498 S. Sam Houston Parkway, Suite 800 Houston, TX 77075	(713) 492-2286
96	TX274	Whittleman Enterprises, Inc. Robert Whittleman	3351 Clear Lake City Boulevard, Suite 800 Houston, TX 77059	(281) 990-8494
97	TX286	Hopper Ventures, Inc. Drew Hopper	14237 E. Sam Houston Marketplace North Houston, TX 77044	(832) 462-6880

98	TX219	REB Ventures #2, LLC Richard Buxbaum	5115 Buffalo Speedway, Suite 600 Houston, TX 77005	(713) 661-6040
99	TX241	BUX 241, LLC Richard Buxbaum	8420 Katy Freeway, Suite 300 Houston, TX 77024	(832) 358-9800
100	TX552	JCM Interests, LLC Chris Martin	1727 West 34th Street, Suite 300 Houston, TX 77018	(713) 993-6190
101	TX244	Bonanza Ventures, LLC Cody Lovins	8705 West Loop South, Suite 200 Houston, TX 77096	(713) 666-8700
102	TX259	JCM Interests, LLC Chris Martin	103 Yale Street, Suite 200 Houston, TX 77007	(713) 862-7700
103	TX264	RECS Clips, LLC Cheston Syma	9930 Katy Freeway, Suite 150 Houston, TX 77055	(713) 465-1113
104	TX252	Aim High Ventures, Inc. Brad Minton	22545 State Highway 249, Suite 120 Houston, TX 77070	(281) 251-7103
105	TX223	JCM Interests, LLC Chris Martin	2611 S. Shepherd Drive, #160 Houston, TX 77098	(713) 528-8722
106	TX204	REB Ventures #1, LLC Richard Buxbaum	5000 Westheimer, #104 Houston, TX 77056	(713) 626-2995
107	TX201	HBJ, LLC Joe Klimek	2476 Highway 6 South Houston, TX 77077	(281) 556-8992
108	TX202	Syma Ventures, Inc. Cheston Syma	5403 FM 1960 Road W. Houston, TX 77069	(281) 807-0027
109	TX203	Aim High Ventures, Inc. Brad Minton	7065 Highway 6 North Houston, TX 77095	(281) 345-7830
110	TX226	HBJ, LLC Joe Klimek	13714A Northwest Freeway Houston, TX 77040	(713) 462-6740
111	TX251	RECS Clips, LLC Cheston Syma	14013 Memorial Drive Houston, TX 77079	(281) 558-2887
112	TX261	JCM Interests, LLC Chris Martin	2248 W. Holcombe Boulevard Houston, TX 77030	(832) 767-3697
113	TX269	Hopper Ventures, Inc. Drew Hopper	444 West 19th Street Houston, TX 77008	(281) 974-2508
114	TX271	JCM Interests, LLC Chris Martin	1911 W. Gray Street Houston, TX 77019	(713) 380-2878
115	TX474	4321 Clips LLC Paul Slabbekoorn	100 N. Oakridge Drive, Suite 400 Hudson Oaks, TX 76087	(817) 989-9199
116	TX234	Hopper Ventures, Inc. Drew Hopper	19250 W. Lake Houston Parkway, Suite H Humble, TX 77346	(281) 548-0067
117	TX281	TBM7 Investments, LLC Cody Lovins	193 Interstate 45, Suite G Huntsville, TX 77340	(936) 276-8844
118	TX432	MO-Hair, LLC Matt Olson	1314 W. Pipeline Road, Suite A06 Hurst, TX 76053	(817) 284-0503
119	TX405	Devine Clips, LLC Bobby Forrest	7707 N. MacArthur Boulevard, Suite 120 Irving, TX 75063	(214) 496-0802
120	TX249	Syma Ventures, Inc. Cheston Syma	1998 Katy Mills Boulevard, Suite C Katy, TX 77494	(281) 395-3388

121	TX277	Syma Ventures, Inc. Cheston Syma	9722 Gaston Road, Suite 185 Katy, TX 77494	(281) 396-4113
122	TX275	RECS Clips, LLC Cheston Syma	2918 W. Grand Parkway North, Suite 140 Katy, TX 77493	(832) 437-7819
123	TX218	Syma Ventures, Inc. Cheston Syma	23501 Cinco Ranch Boulevard Katy, TX 77494	(281) 392-6900
124	TX485	MO-Hair, LLC Matt Olson	380 E. Highway 175, Suite 110 Kaufman, TX 75142	(972) 932-6244
125	TX243	Whittleman Enterprises, Inc. Robert Whittleman	212 FM 518, Suite 104 Kemah, TX 77565	(281) 334-9200
126	TX325	MO-Hair, LLC Matt Olson	1305 Sidney Baker Street Kerrville, TX 78028	(830) 955-5135
127	TX263	BUX 263, LLC Richard Buxbaum	25639 US Highway 59 North, Suite 111 Kingwood, TX 77339	(284) 354-7220
128	TX214	Hopper Ventures, Inc. Drew Hopper	4566 Kingwood Drive Kingwood, TX 77345	(281) 361-6024
129	TX215	Wage Haircutters, LLC Shannon Whitley	120 Highway 332 West, Suite A-6 Lake Jackson, TX 77566	(979) 297-4788
130	TX651	Onardem Ventures, Inc. Juan Medrano	2019 Northeast Bob Bullock, Suite C-250 Laredo, TX 78045	(956) 725-5200
131	TX652	Onardem Ventures, Inc. Juan Medrano	7309 San Dario Avenue, Suite 106 Laredo, TX 78045	(956) 727-2000
132	TX242	Whittleman Enterprises, Inc. Robert Whittleman	2860 Gulf Freeway South, Suite E League City, TX 77573	(281) 337-0840
133	TX550	Whittleman Enterprises, Inc. Robert Whittleman	2875 East League City Parkway, Suite 400 League City, TX 77573	(281) 336-0725
134	TX288	REB Ventures 5, LLC Richard Buxbaum	1911 W. League City Parkway, Suite 140 League City, TX 77573	(832) 905-0715
135	TX427	MO-Hair, LLC Matt Olson	724 West Main Street, Suite 430 Lewisville, TX 75067	(214) 222-1400
136	TX400	RECS Clips, LLC Cheston Syma	4770 State Highway 121, Suite 110 Lewisville, TX 75056	(972) 625-5100
137	TX403	MO-Hair, LLC Matt Olson	291 E. Round Grove Road, #160 Lewisville, TX 75067	(972) 459-4809
138	TX504	RECS Clips, LLC Cheston Syma	3222 South Main Street, Unit 6 Lindale, TX 75771	(903) 882-5550
139	TX437	RECS Clips, LLC Cheston Syma	2763 El Dorado Parkway, #140 Little Elm, TX 75068	(469) 362-9688
140	TX256	Whittleman Enterprises, Inc. Robert Whittleman	1770 W. Church Street Livingston, TX 77351	(936) 327-3899
141	TX509	KING COLLYNS, LLC Tracey Goram-Welch	2414 Gilmer Road, Suite 5 Longview, TX 75604	(903) 291-1354
142	TX506	KING COLLYNS, LLC Tracey Goram-Welch	3080 North Eastman Road, Suite 107 Longview, TX 75605	(903) 234-9991
143	TX710	NextQuest, Inc. Jan Mansfield	4930 South Loop 289, Suite 206 Lubbock, TX 79414	(806) 687-9069

144	TX711	NextQuest, Inc. Jan Mansfield	4505 98th Street, Suite 150 Lubbock, TX 79424	(806) 687-9701
145	TX712	NextQuest, Inc. Jan Mansfield	3719 19th Street Lubbock, TX 79410	(806) 771-2547
146	TX512	KING COLLYNS, LLC Tracey Goram-Welch	4411 S. Medford Dr. Lufkin, TX 75901	(936) 632-8008
147	TX513	Baron Enterprises, LLC Cody Lovins	301 North LHS Drive, Suite 101 Lumberton, TX 77657	(409) 227-0016
148	TX230	CV Ventures, LLC Cody Lovins	6011 FM 1488, Suite F Magnolia, TX 77354	(832) 934-2400
149	TX553	Syma Ventures, Inc. Cheston Syma	13380 FM 1488, Suite 108 Magnolia, TX 77354	(281) 387-6600
150	TX422	Yuvilos Innovations Corp. Erika Flores	1811 US Highway 287 North, Suite 122 Mansfield, TX 76063	(682) 518-9910
151	TX469	3H Enterprises, LLC Kevin Houston	3550 East Broad Street, Suite 108 Mansfield, TX 76063	(682) 400-8291
152	TX601	Medvilla, LLC Juan Medrano	4100 North 2nd Street, Suite 400 McAllen, TX 78501	(956) 618-1221
153	TX603	Medvilla, LLC Juan Medrano	3300 Expressway 83, Unit 1230 McAllen, TX 78501	(956) 618-5588
154	TX691	ZES Investment, LLC Begona Simon	1519 S. Jackson Road, Bldg.B, Suite 5 McAllen, TX 78577	(956) 731-4309
155	TX444	Terzis Investments, Inc. Timothy Terzis	1411 North Custer Road, Suite 800 McKinney, TX 75071	(972) 542-4335
156	TX429	Terzis Investments, Inc. Timothy Terzis	3190 S. Central Expressway, Suite 560 McKinney, TX 75070	(972) 540-1844
157	TX443	Terzis Investments, Inc. Timothy Terzis	8930 State Highway 121, Suite 546 McKinney, TX 75070	(214) 383-5058
158	TX451	Terzis Investments, Inc. Timothy Terzis	1925 Central Expressway, Suite 460 McKinney, TX 75070	(972) 542-4889
159	TX477	McKsc, LLC Timothy Terzis	2651 Ridge Road, Suite 103 McKinney, TX 75072	(214) 842-3424
160	TX730	Devine Clips, LLC Bobby Forrest	3208 North Loop 250 West, Suite 800 Midland, TX 79707	(432) 689-8786
161	TX478	Devine Clips, LLC Bobby Forrest	2410 FM 663, Suite 600 Midlothian, TX 76065	(469) 672-6560
162	TX245	GT Nations, LLC Teresa Nations	8840 Highway 6, Suite 120 Missouri City, TX 77459	(281) 778-3870
163	TX287	Bonanza Ventures, LLC Cody Lovins	20212 Eva Street, Suite 240 Montgomery, TX 77356	(936) 597-4550
164	TX237	GT Nations, LLC Teresa Nations	15320 Highway 105 W., Suite 105 Montgomery, TX 77356	(936) 224-7612
165	TX419	S. Klips, Inc. Ken Kroviak	120 E. FM 544, #76 Murphy, TX 75094	(972) 633-3747
166	TX508	KING COLLYNS, LLC Tracey Goram-Welch	4919 North Street, Suite 103 Nacogdoches, TX 75965	(936) 462-1424

167	TX315	CBA Sports, L.L.C. Cristina James	161 Creekside Way, Suite 502 New Braunfels, TX 78130	(830) 626-0440
168	TX333	Moreno-Guerra Haircuts NB LLC Rene Moreno	2736 Loop 337, Suite 103 New Braunfels, TX 78132	(830) 327-1050
169	TX283	Hopper Ventures, Inc. Drew Hopper	11939 N. Grand Parkway East, Suite 300 New Caney, TX 77357	(832) 612-3446
170	TX407	4321 Clips LLC Paul Slabbekoorn	9147 Boulevard 26, Suite 460 North Richland Hills, TX 76180	(817) 605-1786
171	TX421	4321 Clips LLC Paul Slabbekoorn	8528 Davis Boulevard, Suite 140 North Richland Hills, TX 76180	(817) 581-9884
172	TX731	Devine Clips, LLC Bobby Forrest	6113 East Highway 191 Odessa, TX 79762	(432) 362-0667
173	TX511	Baron Enterprises, LLC Cody Lovins	3109 Edgar Brown Drive Orange, TX 77630	(409) 238-3101
174	TX507	RECS Clips, LLC Cheston Syma	419 Old Elkhart Road Palestine, TX 75801	(903) 723-2070
175	TX692	Venture Gaenz, LLC Robert Garcia	4416 N. Conway Avenue, Suite 112 Palmhurst, TX 78573	(956) 598-7350
176	TX209	Whittleman Enterprises, Inc. Robert Whittleman	5846 Fairmont Parkway Pasadena, TX 77505	(281) 705-0740
177	TX225	CV Investments, LLC Cody Lovins	10504 Broadway, Suite C Pearland, TX 77584	(713) 436-5244
178	TX231	CV Investments, LLC Cody Lovins	3108 Dixie Farm Road, Suite 112 Pearland, TX 77581	(281) 996-8223
179	TX695	ZES Investment, LLC Begona Simon	1519 S. Jackson Road, Suite 5B Pharr, TX 78577	(956) 666-9094
180	TX441	ZAMLA Enterprises, LLC Almaz Haile	1201 E. Spring Creek Parkway, Suite 170 Plano, TX 75074	(972) 881-5083
181	TX460	NextQuest, Inc. Jan Mansfield	7120 Coit Road, Suite 118 Plano, TX 75025	(972) 468-9333
182	TX404	MO-Hair, LLC Matt Olson	4701 W. Park, #103 Plano, TX 75093	(972) 312-0816
183	TX501	Portabeau, LLC Cody Lovins	8555 Memorial Boulevard, Suite 300 Port Arthur, TX 77640	(409) 722-1722
184	TX486	Princeton SC, LLC Timothy Terzis	580 West Princeton Drive, Suite 200 Princeton, TX 75407	(972) 736-0100
185	TX481	RECS Clips, LLC Cheston Syma	4940 W. University Drive, Suite 30 Prosper, TX 75078	(469) 296-8866
186	TX475	RECS Clips, LLC Cheston Syma	851 South Preston Road Prosper, TX 75078	(469) 481-6201
187	TX454	MO-Hair, LLC Matt Olson	700 E. Campbell Road, Suite 140 Richardson, TX 75082	(972) 231-2499
188	TX246	Syma Ventures, Inc. Cheston Syma	22720 Bellaire Boulevard, Suite 200 Richmond, TX 77469	(281) 341-8080
189	TX551	Syma Ventures, Inc. Cheston Syma	10203 W. Grand Parkway South, Suite 103 Richmond, TX 77407	(281) 277-0027

190	TX425	MO-Hair, LLC Matt Olson	1224 N. Highway 377, Suite 305 Roanoke, TX 76262	(817) 491-3388
191	TX435	Devine Clips, LLC Bobby Forrest	2789 Ridge Road Rockwall, TX 75032	(972) 772-8828
192	TX240	Syma Ventures, Inc. Cheston Syma	24004 SW Freeway, Suite 202 Rosenberg, TX 77471	(832) 595-0222
193	TX449	Devine Clips, LLC Bobby Forrest	4301 Lakeview Parkway, Suite 200 Rowlett, TX 75088	(972) 412-5121
194	TX471	RECS Clips, LLC Cheston Syma	921 S. Erby Campbell Boulevard, Suite 140 Royse City, TX 75189	(972) 635-6100
195	TX720	March 11, Inc. Maggie Walker	4419 Sunset Drive San Angelo, TX 76901	(325) 949-0100
196	TX301	MO-Hair, LLC Matt Olson	11075 Interstate Highway 10, Suite 308 San Antonio, TX 78230	(210) 691-0148
197	TX331	MO-Hair, LLC Matt Olson	1205 N. Loop 1604 West, Suite 229 San Antonio, TX 78232	(210) 451-9604
198	TX324	MO-Hair, LLC Matt Olson	17026 Bulverde Road, Suite 208 San Antonio, TX 78247	(210) 404-9924
199	TX309	Team Uresti, LLC Orlando Uresti	119 SW Loop 410, Suite 130 San Antonio, TX 78245	(210) 509-3000
200	TX306	Team Uresti, LLC Orlando Uresti	6511 West Loop 1604 North, Suite 120 San Antonio, TX 78254	(210) 688-2400
201	TX307	MO-Hair, LLC Matt Olson	17503 La Cantera Parkway, Suite 114 San Antonio, TX 78257	(210) 690-5353
202	TX327	O Cuts, LLC Omar Ramirez	415 Texas 1604 Loop, Suite 110 San Antonio, TX 78253	(210) 908-9648
203	TX328	CBA Sports, L.L.C. Cristina James	14311 Potranco Road, Suite 107 San Antonio, TX 78245	(210) 672-2923
204	TX318	Moreno-Guerra Haircuts, LLC Rene Moreno	1235 Austin Highway, Suite 106 San Antonio, TX 78209	(210) 832-8822
205	TX330	MO-Hair, LLC Matt Olson	24531 US IH-10 West, Suite 106 San Antonio, TX 78257	(210) 310-3015
206	TX303	MO-Hair, LLC Matt Olson	11619 Bandera Road, Suite 105 San Antonio, TX 78250	(210) 767-8316
207	TX314	CK Clippers, LLC Chris Parker	754 NW Loop 410, Suite 105 San Antonio, TX 78216	(210) 340-1881
208	TX323	MO-Hair, LLC Matt Olson	938 Wurzbach Parkway, Suite 105 San Antonio, TX 78212	(210) 493-2828
209	TX304	MO-Hair, LLC Matt Olson	1141 N. Loop 1604 East, Suite 103 San Antonio, TX 78258	(210) 403-2957
210	TX311	MO-Hair, LLC Matt Olson	3326 SE Military Drive, Suite 102 San Antonio, TX 78223	(210) 337-7070
211	TX312	CBA Sports, L.L.C. Cristina James	23002 US Hwy 281 North, Suite 101 San Antonio, TX 78258	(210) 496-0404
212	TX302	MO-Hair, LLC Matt Olson	2805 Thousand Oaks San Antonio, TX 78232	(210) 494-7857

213	TX316	MO-Hair, LLC Matt Olson	651 Barnes Drive, Suite 203 San Marcos, TX 78666	(512) 392-7040
214	TX317	CK Clippers, LLC Chris Parker	17244 IH 35 North, Suite 3 Schertz, TX 78154	(210) 590-2500
215	TX329	MO-Hair, LLC Matt Olson	484 North Highway 123 Bypass Seguin, TX 78155	(830) 491-5010
216	TX305	MO-Hair, LLC Matt Olson	8332 Agora Parkway, Suite 120 Selma, TX 78154	(210) 658-6900
217	TX492	Terzis, LP Timothy Terzis	4060 Highway 75 North Sherman, TX 75090	(903) 891-0243
218	TX235	GT Nations, LLC Teresa Nations	250 Cypresswood Drive, Suite J Spring, TX 77388	(281) 528-2121
219	TX233	CBT Investments, LLC Cody Lovins	5941 FM 2920, Suite C Spring, TX 77388	(281) 355-1411
220	TX270	Hopper Ventures, Inc. Drew Hopper	24504 Kuykendahl Drive, Suite 300 Spring, TX 77375	(832) 698-2637
221	TX284	Hopper Ventures, Inc. Drew Hopper	2209 Spring Stuebner, Suite 300 Spring, TX 77389	(281) 466-4969
222	TX272	BUX 272, LLC Richard Buxbaum	3535 Rayford Road, Suite 200 Spring, TX 77386	(281) 651-4234
223	TX220	Syma Ventures, Inc. Cheston Syma	16718 Champion Forest Drive Spring, TX 77379	(281) 251-0232
224	TX282	REB Ventures 4, LLC Richard Buxbaum	20212 Champion Forest Drive Spring, TX 77379	(832) 559-7072
225	TX273	Syma Ventures, Inc. Cheston Syma	520 Hwy 6, Suite 200 Sugar Land, TX 77478	(832) 886-4565
226	TX206	GT Nations, LLC Teresa Nations	4763 Sweetwater Boulevard Sugar Land, TX 77479	(281) 491-4433
227	TX236	GT Nations, LLC Teresa Nations	19770 SW Freeway Sugar Land, TX 77479	(281) 238-8877
228	TX297	Central Texas Strategies, LLC Jeff Lee	3550 South General Bruce Drive, Suite 118 Temple, TX 76504	(254) 773-8383
229	TX480	RECS Clips, LLC Cheston Syma	604 American Way Terrell, TX 75160	(972) 210-7220
230	TX901	KING COLLYNS, LLC Tracey Goram-Welch	2523 Richmond Road Texarkana, TX 75503	(903) 255-0262
231	TX554	Whittleman Enterprises, Inc. Robert Whittleman	3401 Palmer Highway, Suite 105 Texas City, TX 77590	(409) 229-7642
232	TX238	Hopper Ventures, Inc. Drew Hopper	3026 College Park Drive, Suite D The Woodlands, TX 77384	(936) 273-1754
233	TX248	CBT Investments, LLC Cody Lovins	9955 Woodlands Parkway, Suite D The Woodlands, TX 77382	(281) 419-2044
234	TX232	Hopper Ventures, Inc. Drew Hopper	314 Sawdust Road, Suite 101 The Woodlands, TX 77380	(281) 465-8344
235	TX221	Hopper Ventures, Inc. Drew Hopper	6700 Woodlands Parkway, #120 The Woodlands, TX 77382	(281) 292-4747

236	TX216	Hopper Ventures, Inc. Drew Hopper	1440-C Lake Woodlands Drive The Woodlands, TX 77380	(281) 292-4466
237	TX207	Syma Ventures, Inc. Cheston Syma	14326 FM 2920 Tomball, TX 77375	(281) 255-3390
238	TX505	RECS Clips, LLC Cheston Syma	3707 Troup Highway, Suite 200 Tyler, TX 75703	(903) 561-7089
239	TX510	RECS Clips, LLC Cheston Syma	8942 S. Broadway Avenue, Suite 120 Tyler, TX 75703	(903) 630-7326
240	TX503	RECS Clips, LLC Cheston Syma	5365 South Broadway Tyler, TX 75703	(903) 509-2333
241	TX280	Wage Haircutters, LLC Shannon Whitley	8806 N. Navarro, Suite 200 Victoria, TX 77904	(361) 580-2547
242	TX296	Central Texas Strategies, LLC Jeff Lee	2448 W. Loop 340, Suite 28 Waco, TX 76711	(254) 732-0211
243	TX299	Central Texas Strategies, LLC Jeff Lee	1201 Hewitt Drive, Suite 209 Waco, TX 76712	(254) 313-1434
244	TX295	Central Texas Strategies, LLC Jeff Lee	170 N. New Road Waco, TX 76710	(254) 776-2547
245	TX409	Devine Clips, LLC Bobby Forrest	8004 Denton Highway, Suite 144 Watauga, TX 76148	(817) 428-5060
246	TX470	Devine Clips, LLC Bobby Forrest	1640 US Highway 77, Suite 500 Waxahachie, TX 75165	(469) 309-5456
247	TX434	4321 Clips LLC Paul Slabbekoorn	116 E. Interstate 20, Suite 110 Weatherford, TX 76086	(817) 594-4400
248	TX208	Whittleman Enterprises, Inc. Robert Whittleman	1065 West Bay Area Boulevard, Suite 130 Webster, TX 77598	(281) 332-6365
249	TX694	Venture Gaenz, LLC Robert Garcia	915 East Expressway 83, Suite 200 Weslaco, TX 78596	(956) 281-0490
250	TX740	Kelley Enterprises, LLC David Kelley	3911 Lawrence Road, Suite 300 Wichita Falls, TX 76308	(940) 689-8300
251	TX741	Kelley Enterprises, LLC David Kelley	3701 Fairway Boulevard, Suite 122 Wichita Falls, TX 76309	(940) 691-1000
252	TX257	Bonanza Ventures, LLC Cody Lovins	12709 Interstate Hwy 45 N, Suite 250 Willis, TX 77318	(936) 856-2856
253	TX448	Firewheel 428, LLC Ken Kroviak	805 Woodbridge Parkway, Suite 600 Wylie, TX 75098	(972) 442-6444

UTAH				
1	UT102	UT102, Inc. Duke Sorensen	51 N. West State Road, Suite 103 American Fork, UT 84003	(801) 763-8668
2	UT138	Menestys, LLC Edwin Greer	1311 S. Providence Center Drive, Suite 2 Cedar City, UT 84720	(435) 586-7588
3	UT120	Genesail, Inc. Jason Bowman	1912 West 1800 North, Suite B103 Clinton, UT 84015	(801) 825-2587
4	UT105	Lee Hill Utah, LLC Jared Lee	6930 South Park Centre Drive Cottonwood Heights, UT 84047	(801) 942-0846

5	UT117	Lee Hill Utah, LLC Jared Lee	280 East 12300 South, Suite 114 Draper, UT 84020	(801) 553-3526
6	UT131	Genesail, Inc. Jason Bowman	1060 West Park Lane, Suite 110 Farmington, UT 84025	(801) 447-9170
7	UT112	Lee Hill Utah, LLC Jared Lee	1268 South US 189, Suite 700 Heber City, UT 84032	(435) 654-4043
8	UT136	Lee Hill Utah, LLC Jared Lee	11946 South Carlsbad Way, Suite 300 Herriman, UT 84096	(801) 938-9520
9	UT101	Lee Hill Utah, LLC Jared Lee	4740 South Highland Drive Holladay, UT 84117	(801) 424-3893
10	UT118	Genesail, Inc. Jason Bowman	523 Ring Road Layton, UT 84041	(801) 547-6202
11	UT126	Lee Hill Utah, LLC Jared Lee	1851 West Traverse Parkway, Suite C Lehi, UT 84043	(801) 341-0800
12	UT108	Lee Hill Utah, LLC Jared Lee	677 North State Street Lindon, UT 84042	(801) 701-0814
13	UT133	Genesail, Inc. Jason Bowman	1433 Main Street, Suite 100 Logan, UT 84341	(435) 535-3311
14	UT124	Lee Hill Utah, LLC Jared Lee	744 West Blue Vista Lane Midvale, UT 84047	(801) 568-6687
15	UT127	Genesail, Inc. Jason Bowman	2550 N. Washington Boulevard, Suite 2574 North Ogden, UT 84414	(801) 782-9471
16	UT114	Genesail, Inc. Jason Bowman	4217 Riverdale Road Ogden, UT 84405	(801) 392-0993
17	UT104	Menestys, LLC Edwin Greer	254 East University Parkway Orem, UT 84058	(801) 434-7050
18	UT122	Lee Hill Utah, LLC Jared Lee	890 North State Street Orem, UT 84057	(801) 225-1919
19	UT132	Lee Hill Utah, LLC Jared Lee	1673 Ute Boulevard Park City, UT 84098	(435) 649-0976
20	UT134	Lee Hill Utah, LLC Jared Lee	855 South Turf Farm Road, Suite D Payson, UT 84651	(801) 900-5675
21	UT137	Menestys, LLC Edwin Greer	979 University Avenue, Suite 4 Provo, UT 84601	(801) 559-0417
22	UT110	SC Utah LLC Duke Sorensen	3728 West 13400 South, Suite 102 Riverton, UT 84065	(801) 446-2687
23	UT115	Genesail, Inc. Jason Bowman	613 East 400 South, Suite A-3 Salt Lake City, UT 84102	(801) 410-4463
24	UT125	Genesail, Inc. Jason Bowman	1842 South 300 West, Suite A2 Salt Lake City, UT 84115	(385) 259-0391
25	UT123	Genesail, Inc. Jason Bowman	2140 South 1100 East, Suite 3 Salt Lake City, UT 84106	(801) 467-2849
26	UT130	Lee Hill Utah, LLC Jared Lee	3163 East 3300 South Salt Lake City, UT 84109	(801) 906-0031
27	UT107	Lee Hill Utah, LLC Jared Lee	10393 South State Street Sandy, UT 84070	(801) 571-8283

28	UT129	Lee Hill Utah, LLC Jared Lee	1458 North Exchange Drive, Suite 102 Saratoga Springs, UT 84045	(801) 768-3412
29	UT121	Lee Hill Utah, LLC Jared Lee	3595 W. South Jordan Parkway, Suite 400 South Jordan, UT 84095	(801) 679-1532
30	UT103	UT103, LLC Duke Sorensen	10573 South Redwood Road South Jordan, UT 84095	(801) 302-9800
31	UT119	Lee Hill Utah, LLC Jared Lee	571 East 1000 North Spanish Fork, UT 84660	(801) 794-4997
32	UT202	Menestys, LLC Edwin Greer	1930 Sunset Boulevard, Suite 91 St George, UT 84770	(435) 688-9543
33	UT201	Menestys, LLC Edwin Greer	15 South River Road, Suite 160 St. George, UT 84790	(435) 673-2667
34	UT139	Genesail, Inc. Jason Bowman	2058 West 1700 South, Suite 102 Syracuse, UT 84075	(801) 773-7114
35	UT128	Lee Hill Utah, LLC Jared Lee	1740 West 5400 South Taylorsville, UT 84129	(801) 904-3652
36	UT135	Lee Hill Utah, LLC Jared Lee	544 North Mill Road, Suite 102 Vineyard, UT 84059	(801) 922-5733
37	UT109	Genesail, Inc. Jason Bowman	175 North 500 West, Suite C West Bountiful, UT 84087	(801) 298-1388
38	UT106	Lee Hill Utah, LLC Jared Lee	7726 Campus View Drive, Suite C-110 West Jordan, UT 84084	(801) 282-2166
39	UT111	Lee Hill Utah, LLC Jared Lee	2917 South Glen Eagles Drive, Suite 3 West Valley City, UT 84128	(801) 955-9566

VERMONT

1	VT101	Sunset Management, LLC Robert Scarcello	474 Holiday Drive, Suite 3 Rutland, VT 05701	(802) 855-8384
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VIRGINIA

1	VA111	Sawyer Business Group, Inc. Anthony Sawyer	7732B Richmond Highway Alexandria, VA 22306	(571) 481-4444
2	VA115	Sawyer Business Group, Inc. Anthony Sawyer	20448 Exchange Street Ashburn, VA 20147	(703) 858-7200
3	VA501	Sawyer Business Group, Inc. Anthony Sawyer	1480 South Main Street, Suite 112 Blacksburg, VA 24060	(540) 552-4897
4	VA801	NC Sport Cuts, LLC Patrick Hardy	270 Falls Boulevard, Unit 4 Bristol, VA 24202	(276) 644-2999
5	VA107	RHO Group, LLC Holly Ouellette	14169 Saint Germaine Drive Centreville, VA 20121	(703) 543-6550
6	VA601	RHO Group, LLC Holly Ouellette	1615 Rio Road Charlottesville, VA 22901	(434) 293-7347
7	VA401	Sawyer Business Group, Inc. Anthony Sawyer	741 Eden Way North, Suite 306 Chesapeake, VA 23320	(757) 548-4880
8	VA403	Sawyer Business Group, Inc. Anthony Sawyer	4105 Chesapeake Boulevard, Suite 104 Chesapeake, VA 23321	(757) 966-9662

9	VA208	DASJ, Inc. Debra Sawyer	11914 Iron Bridge Place Chester, VA 23831	(804) 414-8624
10	VA214	VN Clips, LLC Tuan Dam	2631 West Hundred Road Chester, VA 23831	(804) 454-1527
11	VA505	Sawyer Business Group, Inc. Anthony Sawyer	2720 Market Street NE Christiansburg, VA 24073	(540) 251-5486
12	VA210	ROBO Enterprises, Inc. Robin A. Coyle	1907 Southpark Boulevard Colonial Heights, VA 23834	(804) 479-3014
13	VA108	GMGAA3, Inc. Melissa Griffith	11224 James Swart Circle Fairfax, VA 22030	(703) 865-6655
14	VA120	RHO Group, LLC Holly Ouellette	29 Fords Bank Parkway, Suite 111 Fredericksburg, VA 22406	(540) 356-9449
15	VA106	RHO Group, LLC Holly Ouellette	1663 Carl D. Silver Parkway Fredericksburg, VA 22401	(540) 548-3455
16	VA109	RHO Group, LLC Holly Ouellette	9849 Patriot Highway Fredericksburg, VA 22407	(540) 898-2800
17	VA202	DASJ, Inc. Debra Sawyer	1070 Virginia Center Parkway, Suite 103 Glen Allen, VA 23059	(804) 264-2270
18	VA215	RJ Sport, Inc. Robin A. Coyle	11343 Nuckols Road Glen Allen, VA 23059	(843) 330-6107
19	VA304	Sawyer Business Group, Inc. Anthony Sawyer	6736 Fox Centre Parkway Gloucester, VA 23061	(804) 693-2373
20	VA303	Sawyer Business Group, Inc. Anthony Sawyer	4600 Kilgore Road Hampton, VA 23666	(757) 838-3008
21	VA701	TKB Enterprise, LLC Tim Beckett	1645 Reservoir Street Harrisonburg, VA 22801	(540) 434-2226
22	VA110	RHO Group, LLC Holly Ouellette	6434 Trading Square Haymarket, VA 20169	(703) 754-4100
23	VA503	TKB Enterprise, LLC Tim Beckett	4018 Wards Road, Suite E Lynchburg, VA 24502	(434) 832-1370
24	VA105	RHO Group, LLC Holly Ouellette	9934 Sowder Village Square Manassas, VA 20109	(703) 361-4687
25	VA205	DASJ, Inc. Debra Sawyer	7230 Bell Creek Road, Suite L Mechanicsville, VA 23111	(804) 559-4404
26	VA216	TKMT LLC Tuan Dam	9325 Chamberlayne Road, Suite 130 Mechanicsville, VA 23116	(804) 569-2074
27	VA209	DASJ, Inc. Debra Sawyer	15752 Westchester Main Street, Suite 215 Midlothian, VA 23113	(804) 378-3327
28	VA203	DASJ, Inc. Debra Sawyer	12038 Southshore Pointe Drive Midlothian, VA 23112	(804) 639-9110
29	VA301	Sawyer Business Group, Inc. Anthony Sawyer	12551 Jefferson Avenue, Suite 405 Newport News, VA 23602	(757) 833-7773
30	VA212	TAD Enterprises, LLC Tuan Dam	7101 Forest Hill Avenue, Suite M Richmond, VA 23225	(804) 447-1463
31	VA207	DASJ, Inc. Debra Sawyer	1700 Willow Lawn Drive, Suite 109 Richmond, VA 23230	(804) 282-4440

32	VA201	DASJ, Inc. Debra Sawyer	11736 West Broad Street, Suite 107 Richmond, VA 23233	(804) 364-5005
33	VA502	Sawyer Business Group, Inc. Anthony Sawyer	4210 Franklin Road, Suite 2 Roanoke, VA 24014	(540) 562-8687
34	VA504	Sawyer Business Group, Inc. Anthony Sawyer	1467 West Main Street, Suite 1467 Salem, VA 24153	(540) 387-1400
35	VA406	Sawyer Business Group, Inc. Anthony Sawyer	1217 North Main Street, #203 Suffolk, VA 23434	(757) 538-0000
36	VA118	RHO Group, LLC Holly Ouellette	34 Maple Avenue West Vienna, VA 22180	(703) 242-2400
37	VA407	ROBO Enterprises, Inc. Robin A. Coyle	1909 Landstown Centre Way, Unit 155 Virginia Beach, VA 23456	(757) 689-6607
38	VA404	Sawyer Business Group, Inc. Anthony Sawyer	2165 General Booth Boulevard, Suite 157 Virginia Beach, VA 23454	(757) 716-3599
39	VA405	Sawyer Business Group, Inc. Anthony Sawyer	561 First Colonial Road, Suite 102 Virginia Beach, VA 23451	(757) 769-7063
40	VA402	Sawyer Business Group, Inc. Anthony Sawyer	1031 Independence Boulevard Virginia Beach, VA 23455	(757) 490-0097
41	VA114	Sawyer Business Group, Inc. Anthony Sawyer	129 West Lee Highway, Suite 210 Warrenton, VA 20186	(540) 347-0600
42	VA302	Sawyer Business Group, Inc. Anthony Sawyer	5206 Monticello Avenue Williamsburg, VA 23188	(757) 253-2547
43	VA119	Sawyer Business Group, Inc. Anthony Sawyer	150 Market Street Winchester, VA 22603	(540) 665-3061

WASHINGTON				
1	WA126	KT Sports Ventures, LLC Kenny Rogers	1034 Outlet Collection Way, Suite 103 Auburn, WA 98001	(253) 939-6335
2	WA101	RFR Investments, LLC Mohit Chand	1645 140th Avenue Northeast, #B10 Bellevue, WA 98005	(425) 378-3333
3	WA136	GRQ Sports, Inc. Todd Ricker	1225 E. Sunset Drive, Suite 145 Bellingham, WA 98226	(657) 210-0235
4	WA501	SAN FU, INC. Jeffrey David Barger	1301 West Bakerview, Suite 103 Bellingham, WA 98226	(360) 656-5249
5	WA108	SAN FU, INC. Jeffrey David Barger	21260 SR 410 East Bonney Lake, WA 98391	(253) 862-2281
6	WA114	Beon Investments, LLC Anant Porwal	21125 Bothell Everett Highway, Suite F-103 Bothell, WA 98021	(425) 419-4707
7	WA104	SAN FU, INC. Jeffrey David Barger	17307 Southeast 272nd Street, Suite 109 Covington, WA 98042	(253) 630-1343
8	WA128	SAN FU, INC. Jeffrey David Barger	21920 Highway 99, Suite C Edmonds, WA 98026	(425) 361-7612
9	WA129	RFR Investments, LLC Mohit Chand	4809 132nd Street SE, Suite A101 Everett, WA 98208	(425) 948-6305
10	WA102	KT Sports Ventures, LLC Kenny Rogers	1401 South 348th Street, #M104 Federal Way, WA 98003	(253) 835-1800

11	WA127	KT Sports Ventures, LLC Kenny Rogers	4641 Point Fosdick Drive, Building 15 Gig Harbor, WA 98335	(253) 514-6404
12	WA103	RFR Investments, LLC Mohit Chand	775 NW Gilman Boulevard, Suite C-07 Issaquah, WA 98027	(425) 313-5013
13	WA137	RFR Investments, LLC Mohit Chand	6830 NE Bothell Way, Suite G Kenmore, WA 98028	(425) 908-7034
14	WA403	Lee Hill Northwest, LLC Val Hill	2925 West Kennewick Avenue, Suite 3005 Kennewick, WA 99336	(509) 736-3357
15	WA135	NStar Sport, Inc. Josh Nace	700 Sleater Kinney Road SE, Suite D Lacey, WA 98503	(360) 915-6425
16	WA123	NStar Sport, Inc. Josh Nace	1401 Marvin Way Road, Suite 308 Lacey, WA 98516	(306) 491-2215
17	WA117	GRQ Sports, Inc. Todd Ricker	8933 Market Place NE Lake Stevens, WA 98258	(425) 374-2945
18	WA122	SAN FU, Inc. Jeffrey David Barger	18700 33rd Avenue West, Suite D Lynnwood, WA 98037	(425) 673-5001
19	WA107	SAN FU, Inc. Jeffrey David Barger	12926 Mukilteo Speedway Lynnwood, WA 98087	(425) 353-5300
20	WA121	KT Sports Ventures, LLC Kenny Rogers	24081 SE 264th Street, Suite N300 Maple Valley, WA 98038	(425) 584-7345
21	WA105	GRQ Sports, Inc. Todd Ricker	17020 Twin Lakes Avenue, Suite 104 Marysville, WA 98271	(360) 652-7600
22	WA111	Beon Investments, LLC Anant Porwal	1018 164th Street SE, Suite A-26 Mill Creek, WA 98012	(425) 787-1200
23	WA134	Butterfly Effect, LLC Sherri Stoneburner	331 Bethel Road SE, Suite 101 Port Orchard, WA 98366	(360) 686-6322
24	WA116	KT Sports Ventures, LLC Kenny Rogers	16816 Meridian Avenue East, Suite K105 Puyallup, WA 98375	(253) 864-3080
25	WA112	RFR Investments, LLC Mohit Chand	17158 Redmond Way Redmond, WA 98052	(425) 881-8200
26	WA118	Beon Investments, LLC Anant Porwal	960 Park Avenue North, Suite B Renton, WA 98057	(425) 264-5945
27	WA402	Lee Hill Northwest, LLC Val Hill	1753 George Washington Way, Suite 416 Richland, WA 99354	(509) 578-1145
28	WA109	SAN FU, Inc. Jeffrey David Barger	1029 Northeast 65th Street Seattle, WA 98115	(206) 525-2215
29	WA115	SAN FU, Inc. Jeffrey David Barger	15407 Westminster Way North, Suite 5A-2 Shoreline, WA 98113	(206) 367-0058
30	WA201	Five Seas, LLC Scott Colgrove	4805 North Division Street, Suite 106 Spokane, WA 99207	(509) 624-2404
31	WA202	Five Seas, LLC Scott Colgrove	10 North Sullivan, Suite 102 Spokane Valley, WA 99037	(509) 242-3434
32	WA133	KT Sports Ventures, LLC Kenny Rogers	3550 Marketplace West, Suite 104 University Place, WA 98466	(253) 314-5424
33	WA301	Lee Hill Northwest, LLC Val Hill	19171 SE Mill Plain Boulevard, Suite 103 Vancouver, WA 98683	(360) 882-8832

34	WA302	Lee Hill Northwest, LLC Val Hill	310 NE 78th Street, Suite 103 Vancouver, WA 98665	(360) 882-3305
35	WA303	Lee Hill Northwest, LLC Val Hill	11215 NE Fourth Plain Boulevard, Suite 102 Vancouver, WA 98662	(360) 891-5600
36	WA110	RFR Investments, LLC Mohit Chand	17705 140th Avenue NE Woodinville, WA 98072	(425) 487-6200
37	WA401	Lee Hill Northwest, LLC Val Hill	140 South 72nd Avenue, Suite 110 Yakima, WA 98908	(509) 469-9633

WEST VIRGINIA

1	WV102	L & L Arts, LLC Amanda Donovan	25 Tanyard Station Drive Barboursville, WV 25504	(304) 948-6514
2	WV301	L & L Arts, LLC Amanda Donovan	14679 Apple Harvest Drive, Suite 102 Martinsburg, WV 25401	(304) 901-5404
3	WV151	L & L Arts, LLC Amanda Donovan	1134 Giant Street Morgantown, WV 26501	(304) 599-7700
4	WV101	L & L Arts, LLC Amanda Donovan	225 RHL Boulevard South Charleston, WV 25309	(681) 205-2602
5	WV152	L & L Arts, LLC Amanda Donovan	217 Cabela Drive Triadelphia, WV 26059	(304) 909-0859
6	WV201	L & L Arts, LLC Amanda Donovan	806 Grand Central Mall Vienna, WV 26105	(304) 917-3652

WISCONSIN

1	WI501	Team GP, LLC Deb Pokel	4343 West Wisconsin Avenue Appleton, WI 54913	(920) 830-3505
2	WI102	Madison Cuts, LLC Steve Smith	2095 North Calhoun Road, Unit 3 Brookfield, WI 53005	(262) 641-7443
3	WI114	TSF Holdings of Brookfield, LLC Larry Schumacher	15500 West Greenfield Avenue, Suite C Brookfield, WI 53005	(414) 881-4470
4	WI109	Madison Cuts, LLC Steve Smith	12460B West Capitol Drive, Suite 2 Brookfield, WI 53005	(262) 373-1880
5	WI202	Madison Cuts, LLC Steve Smith	3034 Commercial Boulevard Chippewa Falls, WI 54729	(715) 723-2690
6	WI120	Team GP, LLC Deb Pokel	3161 Golf Road Delafield, WI 53018	(262) 646-2895
7	WI203	Madison Cuts, LLC Steve Smith	2741 North Clairemont Avenue, Suite F Eau Claire, WI 54703	(715) 836-7005
8	WI201	Madison Cuts, LLC Steve Smith	4665 Keystone Crossing Eau Claire, WI 54701	(715) 831-8411
9	WI601	Tag Team 5, LLC James O'Connor	6231 McKee Road, Suite B Fitchburg, WI 53719	(608) 441-9300
10	WI108	TSF Holdings Franklin, LLC Larry Schumacher	7700 South Lovers Lane, Suite 130 Franklin, WI 53132	(414) 425-4247
11	WI118	SMT Investments, LLC Shelley Tessmer	6807 South 27th Street Franklin, WI 53132	(414) 331-2714

12	WI106	Madison Cuts, LLC Steve Smith	W182 N9606 Appleton Avenue, Suite 108 Germantown, WI 53022	(262) 251-7551
13	WI112	JARS Services, LLC John Kohler	6150 North Port Washington Road, Suite F Glendale, WI 53217	(414) 962-2547
14	WI121	Team GP, LLC Deb Pokel	1262 North Port Washington Road Grafton, WI 53024	(262) 421-8662
15	WI301	Team GP, LLC Deb Pokel	2665 South Oneida Street, Suite F Green Bay, WI 54304	(920) 494-7990
16	WI303	Team GP, LLC Deb Pokel	1976 Lime Kiln Road, Suite B Green Bay, WI 54311	(920) 468-4685
17	WI302	Team GP, LLC Deb Pokel	2363 West Mason Street, Suite 1 Green Bay, WI 54313	(920) 494-1020
18	WI103	TSF Holdings of Greenfield, LLC Larry Schumacher	7915 West Layton Avenue Greenfield, WI 53220	(414) 282-4444
19	WI123	Team GP, LLC Deb Pokel	1578 East Sumner Street Hartford, WI 53027	(262) 216-0061
20	WI901	Madison Cuts, LLC Steve Smith	1049 Pearson Drive Hudson, WI 54016	(715) 808-0078
21	WI604	KO Enterprises, LLC Todd Kronberg	2929 Milton Avenue, Suite 160 Janesville, WI 53545	(608) 563-5530
22	WI105	Tag Team 3, LLC James O'Connor	7114 118th Avenue Kenosha, WI 53142	(262) 857-8700
23	WI205	Team GP, LLC Deb Pokel	1418 Losey Boulevard La Crosse, WI 54601	(608) 518-3232
24	WI602	Tag Team 12, LLC JJ O'Connor	701 South Gammon Road, Suite 3 Madison, WI 53719	(608) 277-7825
25	WI606	Tag Team 13, LLC JJ O'Connor	4020 University Avenue Madison, WI 53705	(608) 218-9800
26	WI607	Tag Team 11, LLC James O'Connor	4622 East Washington Avenue Madison, WI 53704	(608) 665-3335
27	WI117	Team GP, LLC Deb Pokel	11523 North Port Washington Road Mequon, WI 53092	(262) 518-0487
28	WI603	Tag Team 8, LLC James O'Connor	2189 Deming Way Middleton, WI 53562	(608) 836-4050
29	WI116	Madison Cuts, LLC Steve Smith	7940 South 6th Street, Suite 102 Oak Creek, WI 53154	(414) 301-5627
30	WI119	Team GP, LLC Deb Pokel	1674 Old School House Road, Suite 102 Oconomowoc, WI 53078	(262) 354-3336
31	WI204	Team GP, LLC Deb Pokel	1230 Crossing Meadows Drive Onalaska, WI 54650	(608) 781-2954
32	WI502	Team GP, LLC Deb Pokel	536 South Koeller Street Oshkosh, WI 54902	(920) 385-0368
33	WI104	Madison Cuts, LLC Steve Smith	1279 Capitol Drive Pewaukee, WI 53072	(262) 691-2688
34	WI401	Team GP, LLC Deb Pokel	122 Crossroads Drive, Suite 103 Plover, WI 54467	(715) 343-9922

35	WI107	TSF Holdings Racine, LLC Larry Schumacher	5502 Washington Avenue, Suite 200 Racine, WI 53406	(262) 634-4247
36	WI605	Tag Team 10, LLC James O'Connor	2828 Prairie Lakes Drive, Unit 103 Sun Prairie, WI 53590	(608) 834-2001
37	WI110	Madison Cuts, LLC Steve Smith	2450 North Grandview Boulevard, Suite F Waukesha, WI 53188	(262) 549-0305
38	WI124	Madison Cuts, LLC Steve Smith	2320 East Moreland Boulevard Waukesha, WI 53188	(262) 788-5050
39	WI608	Tag Team 14, PLLC James O'Connor	2800 Sarah Lane, Suite D Waunakee, WI 53597	(608) 850-9033
40	WI101	Madison Cuts, LLC Steve Smith	2913 South 108th West Allis, WI 53227	(414) 327-4866
41	WI111	Melissa Gretebeck Melissa Gretebeck	1739 South Main Street West Bend, WI 53095	(262) 353-9240

WYOMING

1	WY102	TMAC Investments, Inc. Riley McMurdo	4030 Plaza Drive, Suite 2 Casper, WY 82604	(307) 333-6555
2	WY201	TMAC Investments, Inc. Riley McMurdo	5115 Frontier Mall Drive, Suite 100A Cheyenne, WY 82009	(307) 514-9322
3	WY101	TMAC Investments, Inc. Riley McMurdo	2550 South Douglas Highway, Suite 120 Gillette, WY 82718	(307) 257-2187

COMPANY OWNED STORES				
1	AR112		20320 Interstate 30 North, Suite 130 Benton, AR 72019	(501) 794-5992
2	AR203		1702-2 S. Walton Boulevard Bentonville, AR 72712	(479) 273-2275
3	AR103		3213 Main Avenue, Suite 3 Bryant, AR 72022	(501) 847-7678
4	AR110		1850 W. Main Street, Suite C Cabot, AR 72023	(501) 286-6333
5	AR109		3900 Dave Ward Drive, #2200 Conway, AR 72034	(501) 327-0011
6	AR102		563 Elsinger Boulevard Conway, AR 72032	(501) 764-4247
7	AR201		745 East Joyce Boulevard, Suite 105 Fayetteville, AR 72703	(479) 251-7855
8	AR302		4115 Phoenix Avenue, Suite 4115 Fort Smith, AR 72903	(479) 646-2031
9	AR301		7805-B Rogers Avenue Fort Smith, AR 72903	(479) 478-8855
10	AR107		1412 Higdon Ferry Road, Suite 600 Hot Springs, AR 71913	(501) 623-4247
11	AR101		12800 Chenal Avenue, Suite 5 Little Rock, AR 72211	(501) 225-2220
12	AR105		12911 Cantrell Parkway, Suite 15 Little Rock, AR 72223	(501) 225-7678
13	AR108		410 S. University, Suite 120 Little Rock, AR 72205	(501) 664-4247
14	AR114		13101 Crystal Hill Drive, Suite B North Little Rock, AR 72113	(501) 260-1111
15	AR104		4619 East McCain, Suite D North Little Rock, AR 72117	(501) 945-4247
16	AR205		2011 Promenade Boulevard, Suite 100 Rogers, AR 72758	(479) 621-6500
17	AR202		2212 W. Walnut, Suite A Rogers, AR 72756	(479) 636-4100
18	AR206		2301 Pleasant Grove Road Rogers, AR 72758	(479) 203-9386
19	AR111		2601 E. Parkway Drive, Suite C Russellville, AR 72802	(479) 498-4247
20	AR106		3514 E. Race Street Searcy, AR 72143	(501) 278-5033

21	AR207		3195 US Highway 412, Suite A Siloam Springs, AR 72761	(479) 373-5261
22	AR204		7058 West Sunset, Suite 7 Springdale, AR 72762	(479) 361-9908
23	NV115		3459 Saint Rose Parkway, Suite 130 Henderson, NV 89052	(702) 359-4880
24	NV101		605 Mall Ring Circle, Suite 160 Henderson, NV 89014	(702) 558-4222
25	NV109		655 S. Green Valley Parlwau, Suite 150 Henderson, NV 89052	(702) 202-4014
26	NV110		1000 S. Rampart Boulevard, Suite 6 Las Vegas, NV 89145	(702) 463-4410
27	NV112		10965 Lavender Drive, Suite 140 Las Vegas, NV 89135	(702) 912-0330
28	NV111		3962 Blue Diamond Drive, Suite 102 Las Vegas, NV 89139	(702) 331-5329
29	NV104		5130 S. Fort Apache Road, Suite 200 Las Vegas, NV 89148	(702) 220-6600
30	NV105		6475 N. Decatur Boulevard, #115 Las Vegas, NV 89131	(702) 395-0382
31	NV103		6640 North Durango Drive, Suite 120 Las Vegas, NV 89149	(702) 395-9495
32	NV107		7260 West Lake Mead Boulevard, Suite 2 Las Vegas, NV 89128	(702) 636-1839
33	NV106		7310 Arroyo Crossing Parkway, Suite 100 Las Vegas, NV 89113	(702) 262-0017
34	NV102		9905 S. Eastern Avenue, Suite 130 Las Vegas, NV 89183	(702) 837-1700
35	NV108		2546 E. Craig Road, Suite 110 North Las Vegas, NV 89030	(702) 363-1130
36	NY201		5095 Transit Road, Suite 200 Clarence, NY 14221	(716) 565-9988
37	NY104		6720 Pittsford-Palmyra Road Fairport, NY 14450	(585) 425-0620
38	NY105		2200 Penfield Road Penfield, NY 14526	(585) 377-8270
39	NY103		3177 Latta Road Rochester, NY 14612	(585) 227-6710
40	NY102		3349 Monroe Avenue Rochester, NY 14618	(585) 586-3523

41	OK106		1336 East Hillside Drive Broken Arrow, OK 74012	(918) 355-0508
42	OK202		1118 E. 2nd Street Edmond, OK 73034	(405) 340-7800
43	OK206		2000 W. Danforth Road, Suite 102 Edmond, OK 73003	(405) 513-8007
44	OK212		4334 W. Owen K. Garriott, Suite 102 Enid, OK 73703	(580) 234-5884
45	OK207		7201 SE 29th Street, Suite 204 Midwest City, OK 73110	(405) 733-9600
46	OK210		631 SW 19th Street, Suite 103 Moore, OK 73160	(405) 912-1800
47	OK211		1036 E. State Highway 152, Suite 120 Mustang, OK 73064	(405) 256-1001
48	OK208		1428 24th Avenue, Suite E102 Norman, OK 73069	(405) 366-1001
49	OK209		10440 South Western, Suite 3 Oklahoma City, OK 73139	(405) 691-5411
50	OK203		2410 W. Memorial Road, Suite B Oklahoma City, OK 73134	(405) 775-9500
51	OK201		5401 N. May Avenue, Suite 600 Oklahoma City, OK 73112	(405) 942-3066
52	OK204		7640 NW Expressway, Suite 110 Oklahoma City, OK 73132	(405) 722-9200
53	OK103		9045 N. 121st East Avenue, Suite 1200 Owasso, OK 74055	(918) 274-7220
54	OK215		4832 Marketplace Boulevard Shawnee, OK 74804	(405) 253-0076
55	OK214		2307 N. Perkins Road, Suite C Stillwater, OK 74075	(405) 533-3179
56	OK104		10902 E. 71st Street, Suite 109010 Tulsa, OK 74133	(918) 307-0124
57	OK108		5958 South Yale Avenue Tulsa, OK 74135	(918) 947-6565
58	OK105		7470 S. Olympia Avenue Tulsa, OK 74132	(918) 447-3030
59	OK107		7890 East 106th Place, #4 Tulsa, OK 74133	(918) 943-3300
60	OK205		1771 Garth Brooks Boulevard Yukon, OK 73099	(405) 354-0608

61	TX101		10515 N. Mopac Expressway, Suite B220 Austin, TX 78759	(512) 795-8775
62	TX103		11301 Lakeline Boulevard, Suite 320 Austin, TX 78717	(512) 918-8756
63	TX122		12680 US-290, Suite 130 Austin, TX 78737	(512) 337-8974
64	TX102		3201 Bee Caves Road, #107 Austin, TX 78746	(512) 329-9402
65	TX106		4970 Highway 290 West, Suite 450 Austin, TX 78735	(512) 899-2830
66	TX120		8300 N. FM620 Building G, Suite 200 Austin, TX 78726	(512) 494-5855
67	TX112		9600 S. IH 35 Service Road, Suite S-100 Austin, TX 78747	(512) 280-0900
68	TX121		489 Agnes, Suite 108 Bastrop, TX 78602	(512) 321-3339
69	TX111		12717 Shops Parkway, Suite 400 Bee Cave, TX 78738	(512) 402-1082
70	TX119		340 Old San Antonio Road, Suite B Buda, TX 78610	(512) 295-1212
71	TX116		1465 E. Whitestone Boulevard, Suite H-330 Cedar Park, TX 78613	(512) 528-9460
72	TX109		202 Walton Way, Suite 164 Cedar Park, TX 78613	(512) 528-8070
73	TX298		3010 E. Highway 190, #236 Copperas Cove, TX 76522	(254) 518-0350
74	TX110		1103 Rivery Boulevard, Suite 150 Georgetown, TX 78628	(512) 863-2800
75	TX123		19388 Ronald Reagan Boulevard, Suite 630 Georgetown, TX 78628	(512) 930-4850
76	TX150		201 East Central Texas Expressway Harker Heights, TX 76548	(254) 233-9949
77	TX107		720 US-79, Suite 120 Hutto, TX 78634	(512) 265-3631
78	TX292		2600 Trimmier Road, Suite 700 Killeen, TX 76542	(254) 501-7099
79	TX118		5695 Kyle Parkway, Suite 200 Kyle, TX 78640	(512) 268-1133
80	TX117		1512 Town Center Drive, Suite 450 Pflugerville, TX 78660	(512) 990-8883

81	TX105		2000 S. IH 35, Suite N-4B Round Rock, TX 78681	(512) 218-4228
82	TX115		201 University Oaks Boulevard, Suite 1220 Round Rock, TX 78665	(512) 341-0194
83	TX114		4500 E Palm Valley Drive, Suite 112 Round Rock, TX 78664	(512) 244-7710

AREA DEVELOPER DIRECTORY		
CALIFORNIA (SAN DIEGO, IMPERIAL & ORANGE COUNTIES)		
Ron Chamberlain	3581 Corte Castillo Carlsbad, CA 92009	(760) 942-6748
COLORADO, IOWA (WESTERN), KANSAS, MISSOURI (KANSAS CITY), NEBRASKA & SOUTH DAKOTA		
David & Becky Weseman	1725 S. 94th St Omaha, NE 68124	(402) 871-9066
ALASKA, IDAHO (SOUTHERN) & UTAH		
Duke Sorensen	125 E. Main, Suite 606 American Fork, UT 84003	(801) 756-2463
NORTH CAROLINA		
Matt Lewis & Carty Davis	4441 Six Forks Road, Suite 106-307 Raleigh, NC 27609	(919) 818-9728
SOUTH CAROLINA & GEORGIA (EASTERN)		
Eric Justin (EJ) Gozur, II	2729 Tiffany Drive Rock Hill, SC 29732	(803) 487-7711
TEXAS (DALLAS, FORT WORTH & WEST TEXAS), NEW MEXICO & OKLAHOMA (SOUTHERN)		
Mark & Jan Mansfield	3112 Sleepy Hollow Drive Plano, TX 75093	(972) 378-1482
TEXAS (HOUSTON & SOUTHEAST TEXAS)		
Joe & Jane Klimek and Bill & Sharon Vandrick	3750 FM 1488 D-108 The Woodlands, TX 77384	(713) 443-2117

EXHIBIT C

FINANCIAL STATEMENTS

EXHIBIT D

**SPORT CLIPS
FRANCHISE AGREEMENT**



FRANCHISE AGREEMENT

Unit # _____

FRANCHISEE: _____

ADDRESS: _____

TELEPHONE: _____

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FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 by and between **Sport Clips, Inc.**, a corporation incorporated under the laws of Texas, whose principal place of business is 110 Sport Clips Way, Georgetown, Texas 78628 (hereinafter referred to as the "Franchisor") and _____ with a current address of _____, (hereinafter referred to as the "Franchisee").

WITNESSETH:

WHEREAS, the Franchisor holds the exclusive franchise rights to a proprietary system which it has developed through significant expenditures of time, skill, effort and money (hereinafter the "System") relating to the establishment, development and operation of a **Sport Clips** retail business (hereinafter the "Franchised Business" and signifying both franchise and Franchisor-managed outlets) which offers professional haircutting and grooming services to men, women and children in a sports-oriented environment; and in conjunction therewith, offers hair care products, sports apparel and sports-related specialty items;

WHEREAS, the Franchisor has developed a distinctive exterior and interior design, decor, color scheme, fixtures and furnishings for the Franchised Business store, and has developed the uniform standards, specifications, methods, policies and procedures for the store operations, inventory and management control, training and assistance, and advertising and promotional programs, all of which may be changed, improved upon, and further developed from time to time;

WHEREAS, the Franchisor, through its dedicated operations, marketing methods, and merchandising policies, has developed the reputation, public image and good will of its System and established a firm foundation for its franchised retail operations consisting of the highest standards of training, management, supervision, appearance, services and quality of products;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including the mark **Sport Clips** and logo, and such other trade names, service marks, and trademarks as are now, and may hereafter be designated for use in connection with the System (the "Proprietary Marks") which Proprietary Marks are owned by Sport Clips IP, LLC and exclusively licensed to the Franchisor, which has the exclusive right to sub-license and police the use of the System and the Proprietary Marks;

WHEREAS, the Franchisor continues to develop, expand, use, control and add to the Proprietary Marks and the System for the benefit of and exclusive use by the Franchisor and its Franchisees in order to identify for the public the source of the products and to represent the System's high standards of quality and service;

WHEREAS, the Franchisor uses a system of Area Developers and may delegate one or more of its obligations under this Agreement to an Area Developer;

WHEREAS, the Franchisee desires to operate a Franchised Business under the System and the Proprietary Marks and to obtain a license from the Franchisor for that purpose, as well as to receive the training and other assistance provided by the Franchisor in connection therewith;

WHEREAS, the Franchisee hereby acknowledges that it has read this Agreement and the Franchisor's Franchise Disclosure Document, and that it has no knowledge of any representations about the Franchised Business or about the Franchisor or its franchising program or policies made by the Franchisor or by its officers, directors, shareholders, employees or agents which are contrary to the statements in the Franchisor's Franchise Disclosure Document or to the terms of this Agreement, and that it understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain the Franchisor's high standards of quality and service and the uniformity of those standards at all facilities which operate pursuant to the System and thereby to protect and preserve the goodwill of the Proprietary Marks; and

WHEREAS, the Franchisee understands and acknowledges the importance of the Franchisor's uniformly high standards of quality and service and the necessity of operating the Franchised Business granted hereunder in strict conformity with the Franchisor's quality control standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, hereby mutually agree as follows:

I. GRANT OF FRANCHISE AND LOCATION

A. The Franchisor hereby grants to the Franchisee, and the Franchisee accepts, a non-exclusive and personal license to operate one unit of the Franchised Business in strict conformity with the Franchisor's standards and specifications (which may be changed, improved and further developed from time to time) at one location (the "Location") selected by the Franchisee and as will be more particularly described in the Location Addendum attached to this Agreement as Attachment A.

B. The Franchisor hereby grants to the Franchisee, for one initial term of this Franchise Agreement, a Protected Territory that is the lesser of (i) a one-mile radius around the Location, or (ii) a radius around the Location that encompasses a total population of 25,000 people. During the initial term of this Agreement, the Franchisor shall not establish company-owned units, or license other Sport Clips franchises, within the Protected Territory.

1. After the initial term, as long as there is no default under this Agreement and all conditions for renewal are met, the Franchisee shall have a First Right of Refusal for any location within the Protected Territory. After the initial term, the Franchisor may propose to the Franchisee in writing locations within the Protected Territory for an additional Sport Clips store. The Franchisee shall have thirty (30) days upon receipt of the written notice to execute the then-current Sport Clips Franchise Agreement and execute a lease with the landlord for the proposed location. If the Franchisee does not sign a Franchise Agreement or execute a lease within the thirty (30) day period, then the Franchisor shall be permitted to grant a franchise or establish a company-owned store for that location.

2. Protected Territories for Sport Clips units may overlap one another; however, in no event shall the Franchisor allow a Sport Clips unit to be placed within the Protected Territory of an existing unit during the initial term of this Franchise Agreement.

C. The Franchisor reserves the following rights:

1. Subject to Section I.B, to establish Sport Clips franchises and company-owned stores at any site the Franchisor deems to be appropriate.

2. To develop, offer, and support franchises in lines of business other than and similar to a Sport Clips business, and the Franchisor makes no representation or warranty to the Franchisee that the Franchisee shall have any right to participate in such other franchises.

3. At any time during this Franchise Agreement, and in the event the Franchisor or its affiliates acquires a company, or is acquired by a company, that is in a business similar to a Sport Clips business, the acquired or acquiring company may operate or franchise existing locations within the Protected Territory under that company's own trade name or service mark.

D. The Franchisee acknowledges and agrees that certain products of the Franchisor or its affiliates, whether now existing or developed in the future, may be distributed in the Franchisee's Protected Territory by the Franchisor or by its affiliates through channels that include, but are not limited to, supermarkets, variety stores and electronic distribution (including, without limitation, the World Wide Web), catalogs, and direct mail. This Agreement grants Franchisee no rights (i) to distribute such products through such alternative channels of distribution, or (ii) to share in any of the proceeds received by such alternative channels of distribution.

E. The Franchisor may, in its sole discretion, consent to a relocation of the Franchised Business. At a minimum, the Franchisor's consent shall be based upon the following conditions:

1. The Franchisee shall not be in default of any provision of this Agreement or in default of the lease for the original Location.

2. The Franchisee shall deliver to the Franchisor a financial statement that includes a profit and loss statement for the franchised business reflecting the previous twelve (12) months of operation, and the Franchisee shall deliver to the Franchisor a copy of the lease for the new location.

3. The new store must be constructed, located and equipped in accordance with the Franchisor's then-current specifications.

4. The Franchisee must give the Franchisor written notice of the proposed relocation ninety (90) days before the relocation date.

5. The Franchisee shall execute the Franchisor's then-current form of Franchise Agreement, which may include materially different terms, including a different royalty rate, training fees and advertising fees, except that: (i) the term of such amended Franchise Agreement shall expire on the same day that this Agreement would have expired; and (ii) there shall be no requirement for an initial franchise fee.

II. TERM AND RENEWAL

A. The initial term of this Agreement shall be for five (5) years and shall commence on the date the Franchised Business is open for business to the general public.

B. The Franchisee may renew this Agreement for additional five (5) year terms, subject to the following conditions:

1. The Franchisee shall give the Franchisor written notice of its election to renew this Agreement not more than twelve (12) months and not less than six (6) months prior to the end of the current term of this Agreement.

2. The Franchisee has made or has provided for such renovation and modernization of the Franchised Business as the Franchisor requires, including, without limitation, new signs, equipment, including additional computer equipment, furnishings and decor that reflect the then-current Sport Clips trade dress and appearance set forth by the Franchisor in the Manual.

3. The Franchisee is not in default of any provision of this Agreement, or any other agreement between the Franchisee and the Franchisor and shall not have received more than three (3) written notices of default during any twenty-four (24) consecutive month period during the current term of this Agreement.

4. The Franchisee executes the Franchisor's then-current Franchise Agreement for the renewal term, which may include material terms different from this Agreement, including a new royalty rate, training fees and advertising fees.

5. The Franchisee shall pay a renewal fee of five thousand dollars (\$5,000) per Franchise Agreement if the Franchisee owns fewer than three (3) open Sport Clips stores, or three thousand five hundred dollars (\$3,500) per Franchise Agreement if the Franchisee owns three (3) or more open Sport Clips stores.

6. The Franchisee and, upon SCI's request, the Franchisee's certified manager shall attend the Franchisor's then-current qualification and training programs. The Franchisee shall pay a training fee of \$1,000 per person required to attend training upon renewal and all out-of-pocket expenses.

7. The Franchisee, its shareholders, directors and officers shall execute a general release, in a form prescribed by the Franchisor, of any and all claims against the Franchisor, its subsidiaries and affiliates, and their respective officers, directors, agents and employees.

8. The Franchisee shall present evidence satisfactory to the Franchisor that it has the right to remain in possession of the premises where the Franchised Business is located for the duration of the renewal term.

9. The Franchisee's operation and management of the Franchised Business shall be in full compliance with the Confidential Manual.

10. The Franchisee shall maintain and be in good standing with all of its necessary and applicable licenses and permits.

III. FEES

A. In consideration of the right and license to operate the Franchised Business granted herein, the Franchisee shall pay to the Franchisor the following fees:

1. **Initial Franchise Fee.** Upon the execution of this Agreement, and unless otherwise stated in Schedule A, Sport Clips Multi-Unit Development Agreement, the Franchisee shall pay an initial franchise fee of Thirty Thousand Dollars (\$30,000) that shall be deemed not refundable under any circumstances and fully earned upon receipt by the Franchisor as consideration for the Franchisor's services to that time, including, without limitation, screening of the Franchisee, counseling and consultation.
2. **Grand Opening Deposit.** Upon the earlier of (i) ten (10) days after the date a construction permit is issued by the local government or (ii) the date construction of the Franchised Business commences, the Franchisee shall pay to the Franchisor a grand opening deposit of thirty thousand dollars (\$30,000) to be used by the Franchisor for public relations, promotions, marketing, advertisements, direct mail, coupons and other initial marketing expenses related to the opening of the Franchised Business.
3. **Royalty Fees.** The Franchisee shall pay to the Franchisor a continuing and non-refundable weekly royalty fee of six percent (6%) of Net Sales. "Net Sales" is defined as all sales of services and goods through the Franchised Business and at the Location, whether for cash or credit (and regardless of collectability) but does not include the sale price of goods returned by customers and does not include any sales tax or other taxes collected from customers by the Franchisee for transmittal to the appropriate taxing authority.
4. **Advertising and Promotion Fund Contribution.** The Franchisee shall pay to the Franchisor a continuing and non-refundable weekly Advertising and Promotion Fund Contribution an amount equal to five percent (5%) of the Franchisee's Net Sales for the previous week.
5. **Training Fees.** Franchisee shall pay to the Franchisor a weekly Base Training Fee of twenty-five dollars (\$25.00) per week, plus a Percentage Training Fee equal to the greater of sixty dollars (\$60.00) or one percent (1%) of the Franchisee's Net Sales for the previous week.
6. **Stylist Recruitment Fee.** Franchisee shall pay to the Franchisor a weekly Stylist Recruitment Fee equal to one percent (1%) of the Franchisee's Net Sales for the previous week.
7. **Technology Fee.** Franchisee shall pay to the Franchisor a weekly Technology Fee equal to one percent (1%) of the Franchisee's Net Sales for the previous week.
8. **Local Advertising Cooperative Fee.** In the event a Local Advertising Cooperative is formed in the Franchisee's Metropolitan Statistical Area, the Franchisee shall pay to the Cooperative a weekly fee of up to three hundred dollars (\$300.00).
9. **Sport Clips Eric Gozur – Wayne McGlone Memorial Relief Fund (SCEGWMMRF) Contribution.** Franchisee shall pay to the Franchisor ten dollars (\$10.00) per week which the Franchisor shall forward to the custodian of the SCEGWMMRF.
10. **Local Stylist Recruitment Cooperative Fee.** In the event a Local Stylist Recruitment Cooperative is formed in the Franchisee's Metropolitan Statistical Area, the Franchisee shall pay to the Cooperative a weekly fee of the greater of one hundred dollars (\$100.00) or one percent (1%) of the Franchisee's Net Sales for the previous week.

B. The Royalty Fees on all Net Sales made the previous calendar week, Advertising and Promotion Fund Contributions, SCEGWMMRF Contributions, Recruitment Fees, Technology Fees and Training Fees shall be due and payable each Monday at 2:00 pm Central Time (Standard or Daylight, whichever is in effect). The Franchisor shall obtain all information on Net Sales through polling the Franchisee's computerized point of sale system. The Franchisee shall make arrangements with its local bank to allow the Franchisor to draw a draft on the Franchisee's bank account for all fees and payments due the Franchisor on a weekly basis under this Franchise Agreement, and any other fees owed to the Franchisor upon seven (7) days after invoicing, which may be sent to the Franchisee electronically. Any payment that cannot be collected by the Franchisor from the Franchisee's bank on the due date shall be deemed overdue, and the Franchisee shall be in default under this Franchise Agreement. If any payment or report is overdue, the Franchisee shall pay to the Franchisor, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the maximum rate permitted by law. Entitlement to collect such interest shall be an addition to any and all other remedies the Franchisor may have. In addition to interest, the Franchisee shall pay one hundred dollars (\$100.00) for each week, or portion of a week, that the Franchisor does not have access through the Franchisee's computer system to sales reports, not as a penalty, but as liquidated damages for the expense to manually compile this data.

IV. DUTIES OF THE FRANCHISOR

A. Prior to the opening of the Franchised Business:

1. The Franchisor shall approve or disapprove a site proposed by the Franchisee as the Location. Approval or disapproval shall be in accordance with the Franchisor's established guidelines; however, approval of a site by the Franchisor shall not be a warranty, representation, or promise that the Location is suitable for a Sport Clips Business and is not to be deemed to be a representation or warranty as to the likelihood of success by the Franchisee. The Franchisee acknowledges and agrees that its success will be due to factors beyond the control of the Franchisor.
2. The Franchisor shall provide to the Franchisee written guidelines and specifications for the operation and management of the Franchised Business.
3. The Franchisor shall make available, at no charge to the Franchisee, standard (generic) plans and specifications for the construction of a typical Sport Clips store. Such plans will include typical exterior signage and interior design and layout, decor, color scheme, fixtures, furnishings and interior signage. However, the Franchised Business must be designed by a store designer or architect approved by the Franchisor, and plans must be approved by the Franchisor prior to soliciting bids for construction.
4. The Franchisor shall provide pre-opening training in the operation of the Franchised Business for up to two (2) people approved by the Franchisor (at least one of whom must be a principal of the Franchised Business), plus one manager designated by the Franchisee.
5. The Franchisor shall provide such on-site, pre-opening and opening supervision and assistance as the Franchisor deems, in its sole discretion, advisable and subject to the availability of staff.
6. The Franchisor shall loan to the Franchisee one set of the Confidential Operating Manuals (the "Manuals") that may include, at the option of Franchisor, one or more training programs on videotape or other electronic media. The Manuals shall include standards and

specifications for procedures, equipment, supplies, inventory, management and operation of the Franchised Business. Manuals may be delivered in hard copy or by electronic media.

7. At the Franchisor's sole option and discretion, the Franchisor may provide pre-opening assistance in the evaluation, selection and supervision of contractors and vendors, monitoring permits and construction, assistance with ordering supplies, installing interior signs, and other pre-opening activities. In the event that Franchisor offers these supplemental services to the Franchisee, the Franchisee shall be required to execute the Pre-Opening Services Agreement, Attachment E to this Franchise Agreement, use the services provided under Attachment E, and the Franchisee shall pay the Franchisor an additional fee of five thousand dollars (\$5,000) for the services for Franchisee's first store to open; four thousand dollars (\$4,000) for Franchisee's second store to open; and, three thousand dollars (\$3,000) each for Franchisee's third and subsequent stores to open.

B. After the opening of the Franchised Business:

1The Franchisor shall provide such on-going and general advisory assistance the Franchisor, in its sole discretion, determines to be helpful and necessary for the operation and promotion of the Franchised Business.

2. The Franchisor shall continue its efforts to establish and maintain high standards of quality, cleanliness, safety, customer satisfaction and service.

3. The Franchisor shall provide to the Franchisee all updates, revisions and amendments to its Manuals, in either printed or electronic format.

4. Franchisor may, as it deems necessary and in its sole discretion, coordinate and conduct periodic training programs for its network of Franchisees.

5. The Franchisor may, on a periodic basis and as it deems advisable in its sole discretion, conduct inspections of the Franchised Business and evaluate its operation.

6. The Franchisor may provide management consulting services for special projects or assistance and shall be entitled to charge a fee that is agreed to by the Franchisee.

7. The Franchisor shall have the right to send test customers ("Mystery Shoppers") to the Franchised Business from time to time, and without prior notification to the Franchisee.

8. The Franchisor shall, within thirty (30) days after the last day of the annual national meeting and provided the Franchisee and the Store Manager attend that meeting and all required seminars and events sponsored by the Franchisor held during the meeting, and provided the Franchisee is not in default of any Franchise Agreement with the Franchisor, pay to Franchisee one thousand three hundred dollars (\$1,300.00). Notwithstanding anything in this paragraph, if the Franchisee's Sport Clips store licensed under this Agreement has been open less than twelve (12) full calendar months at the time of the annual national meeting, or the Franchisee has been a party to this Franchise Agreement as a renewal or transfer for less than twelve (12) months, the Franchisor shall pay to the Franchisee one hundred dollars (\$100.00) for each full calendar month the Franchisee's store has been open and operating. The Franchisee must cure any defaults under this Agreement and complete all attendance requirements within seven (7) months of the conclusion of the annual national meeting or the one thousand three hundred dollars (\$1,300.00) reimbursement fee shall irrevocably be forfeited by the Franchisee.

C. At the Franchisor's sole discretion, some or all of the Franchisor's duties may be assigned by the Franchisor to a Sport Clips Area Developer.

V. DUTIES OF THE FRANCHISEE

A. The Franchisee understands and acknowledges that the Franchisor's standards of appearance and operation of the Franchised Business are critical to the Franchisor, the Franchisee and other Franchisees in order to (i) satisfy the expectations of the customers of the Franchised Business; (ii) develop and maintain high and uniform operating standards; (iii) increase the awareness of the products and services sold by Franchisees; and (iv) protect the Proprietary Marks, the System, and the Franchisor's trade secrets, reputation and goodwill. Accordingly, the Franchisee shall comply with all aspects of the System as set forth in this Agreement, the Manuals, and otherwise in writing by the Franchisor.

B. The Franchisee shall, within one year after executing this Agreement, have obtained the Franchisor's approval for the Location, executed Attachment A to this Agreement; signed a lease for the Location that has been approved by the Franchisor, and opened a Sport Clips business at the approved Location. The Franchisor's approval of the lease shall be conditioned upon the landlord's and the Franchisee's execution of Attachment B to this Agreement as an amendment to the lease, and the Franchisee's execution of the Telephone Assignment Agreement that is Attachment C to this Franchise Agreement.

C. The Franchisee shall commence operation of the Franchised Business within one year after signing the lease for the Location.

D. Before commencing any construction or leasehold improvements at the Location, the Franchisee shall:

1. Ensure that the Location is in compliance with all applicable local and state laws, regulations, and ordinances including but not limited to all zoning, signage and parking requirements.
2. Have plans drawn up by a store designer or architect approved by the Franchisor; plans must be approved by the Franchisor prior to soliciting bids for construction. Many jurisdictions require an architect and/or engineer to design the space; when this is the case, the Franchisee is encouraged to use the Sport Clips approved and recommended architectural firm to save time, ensure consistency with Sport Clips standards and specifications, and to ensure compatibility/fit with the store fixtures. If another architectural/engineering firm is used, final plans must be submitted to the Franchisor for final approval prior to soliciting bids for construction.
3. Employ a qualified general contractor for the purpose of supervising the construction of the Franchised Business. Prior to employing the contractor, the Franchisee shall submit to the Franchisor a statement identifying the general contractor and describing the general contractor's qualifications and financial responsibility.
4. The Franchisee shall obtain all business licenses, permits and certifications required for lawful construction and ongoing operation of the Franchised Business (including, without limitation, zoning, access, variances, health and safety, sign and fire requirements).

E. The Franchisee shall construct and equip, at the Franchisee's sole expense, the Location in accordance with Franchisor's standards and specifications. During the period of construction, Franchisee shall provide to Franchisor such periodic progress reports as the Franchisor may, in its discretion require, signed by the Franchisee and its general contractor, warranting that construction is proceeding on schedule and in accordance with the approved final plans and with all applicable laws, ordinances and regulations. The Franchisor shall have the right to inspect the construction at all reasonable times. Franchisee shall promptly notify Franchisor of the date of completion of construction, and the Franchisee shall not open the Franchised Business without the express written authorization of the Franchisor. The Franchisor's authorization to open the Franchised Business may be conditioned upon the Franchisee's strict compliance with the Franchisor's requirements regarding initial inventory, fixtures, furnishings, equipment, and the proper staffing level.

F. The Franchisee shall comply with the Franchisor's training requirements for the Franchisee, any person acting as the Franchisee's manager, and acting as the Franchisee's employees.

1. Prior to the opening of the Franchised Business, the Franchisee shall complete to the Franchisor's satisfaction the Team Leader Orientation self-study program, and the initial training program in Georgetown, Texas. There shall be no additional charge for this initial training, but the Franchisee shall pay all travel expenses to Georgetown, Texas, and living expenses while in Georgetown, Texas, for the Franchisee and all other persons who attend the initial training program on behalf of the Franchisee.

2. At all times during this Agreement, the Franchised Business shall be under the direct, on-premises, and full-time supervision of a full-time Manager. If the Franchisee is the Manager, the Franchisee must meet the criteria for a Manager published in the Operating Manual; be trained and certified by the Franchisor; and devote full-time and best efforts to the management of the store. At all times the Franchisee shall be accountable for all operations and the conduct of the Franchisee Business.

3. Prior to serving Clients, all persons acting as employees of the Franchisee shall be trained by the Franchisee, by using the Franchisor's training program that includes materials supplied by the Franchisor and purchased by the Franchisee. At the Franchisee's request, the Franchisor shall provide this training to the Franchisee's Manager at no charge other than materials and supplies to the Franchisee so that the Manager can conduct this training. Alternatively, at the Franchisee's request, Franchisor shall provide this training to the Franchisee's employees at no charge to the Franchisee at the Franchised Business other than the cost of materials and supplies. Employee salaries and travel expenses if any shall be at the Franchisee's expense. Franchisees are responsible for hiring, managing and compensating their employees within the laws of any jurisdiction in which they operate and are encouraged to consult their own legal counsel to ensure their compliance with all applicable laws. Franchisee and Franchisor recognize that Franchisor neither dictates nor controls labor and employment matters for the Franchisee or the Franchisee's employees.

4. At the Franchisee's request, the Franchisor shall at no cost to the Franchisee make available to the Franchisee's employees training that will provide them with the knowledge they need to successfully deliver the Sport Clips Championship Haircut Experience in accordance with the Manuals. Employee salaries, the cost of materials and supplies, and travel expenses, if any, shall be at the Franchisee's expense. SCI shall not charge a training fee for SCI's labor in providing the training.

5. The Franchisee and the Franchisee's Manager shall be required to attend and complete to the Franchisor's satisfaction any additional training programs that the Franchisor may, from time-to-time, require.

6. The Franchisee and the Franchisee's Manager shall be required to attend the national convention sponsored by the Franchisor. The Franchisee shall pay a fee in connection with the national convention that shall not exceed one thousand dollars (\$1,000.00) per person each year.

G. The Franchisee shall use the premises of the Franchised Business solely for the operation of a Sport Clips store in strict accordance with the Operating Manuals and shall not use the premises of the Franchised Business for any other purpose.

H. The Franchisee shall continuously maintain the Franchised Business in the highest degree of sanitation, safety, repair and condition as regulatory agencies, governmental agencies and/or the Franchisor may require, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but not without the Franchisor's prior written consent) as may be required for that purpose, including without limitation, redecorating, replacement of inventory and replacement of obsolete signs, fixtures or materials as the Franchisor may reasonably direct, or as required under the lease for the Franchised Business.

I. The Franchisee shall operate the Franchised Business in conformity with the uniform methods, standards and specifications, and operating hours, including on Saturdays and Sundays, as the Franchisor may from time to time prescribe in the Operating Manual to ensure uniformity and a high degree of product quality and service. The Franchisee shall conduct its business in a manner, which reflects favorably at all times on the System and the Proprietary Marks. The Franchisee shall at no time engage in deceptive, misleading or unethical practices or conduct any other act which may have a negative impact on the reputation and goodwill of the Franchisor or any other Franchisee operating under the System.

J. The Franchisee shall equip and furnish the Franchised Business in accordance with the Franchisor's specifications, and only with equipment, fixtures, furniture, and signs that have been approved by the Franchisor for use in the Franchised Business. The Franchisee shall maintain at the premises of the Franchise Business at least one computerized point-of-sale system approved by the Franchisor. The Franchisee shall promptly obtain, at the Franchisee's expense, any applicable updates to the software for the system as the updates become available.

1. The Franchisee shall adhere to the then-current Payment Card Industry Standards ("PCI-DSS") or any equivalent security system required by the Franchisor. The Franchisee shall provide the Franchisor, upon the Franchisor's request, with evidence of computer security compliance, which may consist of audits, scanning results or other documentation. The Franchisee shall notify the Franchisor within four (4) business hours upon any suspicion or notification by a third party of a possible security breach of the Franchisee's point-of-sale system.

K. The Franchisee shall offer for retail sale only such products and services as have been expressly approved in writing by the Franchisor. The Franchisee shall, at all times, maintain at the Franchised Business a level of inventory that is approved by the Franchisor of approved product for retail sale. The Franchisee shall fully participate in any local or national gift card program designated or organized by the Franchisor.

L. The Franchisee shall maintain at the Franchised Business a minimum number of employees as may be prescribed by the Franchisor and in compliance with all applicable federal,

state, and local laws and regulations. The Franchisee shall ensure that all employees are competent, trained, and are courteous to the public.

M. All customer complaints shall be promptly addressed by the Franchisee, and all consumer complaints pending in a legal or administrative forum shall be answered by the Franchisee within ten (10) days after receipt of any such legal proceedings (or such shorter period of time as may be provided by law). A copy of any consumer legal proceeding and the Franchisee's response shall be forwarded to the Franchisor within three (3) business days of the date that response is forwarded to the consumer or the applicable legal authority.

N. The Franchisee shall permit the Franchisor or its representatives to enter upon the premises of the Franchised Business at any reasonable time for purposes of conducting inspections, taking photographs and interviewing employees and customers. The Franchisee shall cooperate fully with the Franchisor's agents or representatives in such inspections by rendering such assistance as they may reasonably request. The Franchisee shall immediately correct any deficiencies detected during such inspections, including, without limitation, cease all use of products, equipment, inventory, advertising materials, supplies or other items that are not approved by the Franchisor. In the event the Franchisee fails or refuses to correct such deficiencies, the Franchisor shall have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such corrections as may be required, at the sole expense of the Franchisee, which the Franchisee agrees to pay upon demand.

O. The Franchisee shall at all times use the Franchisee's best efforts to promote and increase the sales and consumer recognition of the products and services offered at the Franchised Business pursuant to the System and the Manuals, to effect the widest and best possible distribution of the Franchisor's products and services from the Franchised Business.

P. The Franchisee shall not advertise any goods or services offered by the Franchised Business through the Word Wide Web except as specifically approved in writing by the Franchisor.

Q. The Franchisee shall at all times display the Franchisor's Proprietary Marks and logos at the Franchised Business and on uniforms in the manner prescribed by the Franchisor. The color, design and location of displays shall be specified by the Franchisor and may be changed from time to time in the sole discretion of the Franchisor. The Franchisee shall conspicuously display to customers any sign or notice designated by the Franchisor serving to notify and inform third parties that the Franchisor is engaged in the business of franchising and providing sufficient information to enable third parties to contact the Franchisor to inquire about prospective franchises. The Franchisee shall not display any signs or posters at the premises or elsewhere without the prior written consent of the Franchisor.

R. The Franchisee shall comply with all requirements set forth in this Agreement, in the Manuals or as the Franchisor may, from time to time, designate in writing.

S. If franchisees owning 75% or more of the stores in the Franchisee's market area vote to establish a local area Stylist Recruitment Cooperative, the Franchisor shall have the right, but not the obligation, to require that the Franchisee participate in the local area Stylist Recruitment Cooperative. Once such a Cooperative is established, membership by all Sport Clips franchisees in the designated media market coverage area shall be mandatory. A local Stylist Recruitment Cooperative can, by a majority vote of its members, assess the Franchisee a fee not to exceed 1% of Net Sales and can establish a minimum fee not to exceed \$100 per week for each individual Franchised Business owned by the Franchisee. The rules of the local Cooperative

will be established by the adoption of bylaws, which shall be subject to the approval of the Franchisor.

T. In the event the Franchisor has assigned to the Franchisee an email account, the Franchisee shall check the email account at least one time each week for communications, updates, and Notices from the Franchisor and, if requested, promptly acknowledge receipt of the emailed communication, update or Notice.

VI. PROPRIETARY MARKS

A. The Franchisee and the Franchisor agree that this license to use the Proprietary Marks applies only to their use in connection with the operation of the Franchised Business conducted at the Location, and that the license includes only such Proprietary Marks as are now or may hereafter be designated by the Franchisor in writing for use with the licensed System.

B. The Franchisor has the exclusive right to license the Proprietary Marks and the identification schemes, standards, specifications, operating procedures and other concepts embodied in the System. Any unauthorized use of the System and the Proprietary Marks is and shall be deemed an infringement of the Franchisor's rights and a breach of this Agreement. Except as expressly granted by this Agreement, the Franchisee acquires no right, title or interest in the System or in the Proprietary Marks. Any and all good will associated with the System or the Proprietary Marks shall inure exclusively to the Franchisor. Upon the expiration and termination of this Agreement, the Franchisee shall not be entitled to any compensation attributable to any goodwill associated with the Franchisee's use of the System or of the Proprietary Marks.

C. Franchisee shall promptly notify the Franchisor of the attempt by any person or entity, other than the Franchisor or its licensees, to use the Proprietary Marks or any colorable variation thereof, or any other name, mark or symbol in which the Franchisor claims a proprietary interest, or which is confusingly similar to the Proprietary Marks. Franchisee shall notify the Franchisor promptly of any litigation involving the Proprietary Marks that is instituted by any person or firm against Franchisee. Notwithstanding the lack of an obligation on the part of the Franchisor to assume responsibility for control of any such litigation, Franchisee shall, immediately upon receiving notice thereof, grant to the Franchisor the option to defend the litigation. Within ten (10) days of receipt of the written notice from the Franchisee, the Franchisor shall notify Franchisee of its election to either defend and assume control of such litigation or decline to defend and assume control the litigation. In the event the Franchisor elects to defend and control such litigation, the Franchisor may, without the consent of Franchisee, settle or compromise any such claims on such terms as the Franchisor, in its sole discretion, may deem appropriate, provided that any monetary settlement entered into without the consent of Franchisee will be paid by the Franchisor. In the event the Franchisor does not elect to defend and assume control of the litigation, the Franchisee shall not settle or otherwise compromise any claims regarding the Proprietary Marks on terms that are not first approved by the Franchisor. The Franchisor shall defend and indemnify the Franchisee from any claims or litigation arising under the Franchisee's use of the Proprietary Marks that arise subsequent to the date of this Agreement, provided the Franchisee has not used the marks in an unauthorized manner. The Franchisor may, in its sole discretion and at its sole expense, settle or compromise any such claims on such terms as the Franchisor deems appropriate and any settlement entered into shall be paid by Franchisor.

D. The Franchisee shall not use the Proprietary Marks or any part or form of the Proprietary Marks as part of the Franchisee's corporate or other legal name, or hold out or otherwise employ the Proprietary Marks to perform any activity, or to incur any obligation or indebtedness, in such a manner that could reasonably result in making the Franchisor responsible

or liable for that obligation or debt. The Franchisee shall display within the Franchised Business a prominently visible sign stating that the Franchisee's business is independently owned by the Franchisee and that the business is operated pursuant to a Franchise Agreement with the Franchisor.

E. In addition to all other obligations of the Franchisee with respect to the Proprietary Marks licensed herein, the Franchisee agrees:

1. To refrain from using any of the Proprietary Marks, or any part or form thereof, in conjunction with any other word or symbol without the Franchisor's prior written consent.

2. To feature and use the Proprietary Marks solely in the manner prescribed by the Franchisor and not use the Proprietary Marks on the World Wide Web or as part of any e-mail address except as approved in writing by the Franchisor.

3. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of the Franchisee as the Franchisor may direct in writing from time to time.

4. To use, promote and offer for sale under the Proprietary Marks only those products and services which are authorized by the Franchisor.

5. To execute all documents requested by the Franchisor or its counsel that are necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability, and to take no action that would jeopardize the validity or enforceability of such marks.

F. In the event the trade name "Sport Clips" is not available for use in any particular area, the Franchisor shall designate a trade name and logo for use by the Franchisee which shall become part of the Proprietary Marks, and the Franchisor shall have no liability to the Franchisee for any senior users that may claim rights to the Proprietary Marks

VII. CONFIDENTIAL OPERATING MANUALS

A. The Franchisee will conduct the business licensed under this Franchise Agreement in accordance with the Franchisor's Confidential Operating Manuals (the "Manuals") that the Franchisee acknowledges having received on loan from the Franchisor for the Franchisee's use during the term of this Franchise Agreement. Franchisee expressly agrees that any personnel policies or procedures made available in the Manuals are for Franchisee's optional use and are not mandatory. Franchisees are responsible for hiring, managing and compensating their employees within the laws of any jurisdiction in which they operate and are encouraged to consult their own legal counsel to ensure their compliance with all applicable laws. Franchisee and Franchisor recognize that Franchisor neither dictates nor controls labor and employment matters for the Franchisee or the Franchisee's employees.

B. The Franchisee will at all times treat the Manuals, which include all training materials, created or approved for use in the operation of the Franchised Business, as confidential, proprietary information of the Franchisor disclosed to the Franchisee under an agreement of confidentiality, and shall use all reasonable efforts to maintain such information secret and confidential. The Franchisee will not at any time, without the Franchisor's prior written consent, copy, duplicate, record, or distribute any part of the Manuals, or any other operating instructions, standards or procedures or training materials disclosed to the Franchisee by the Franchisor. The Franchisee shall not allow any person to duplicate or copy any such material and

shall obligate all employees to abide by the terms of this provision and keep and maintain such information secret and confidential, and refrain from the use of the information in any other business or activity except that which is licensed by this Agreement. Only employees that need to have access to the Manuals during the normal course of business shall have access to the Manuals. Upon the expiration or termination of this Franchise Agreement, the Franchisee shall promptly delete any electronic copies of the Manuals and/or destroy any paper copies of the Manuals.

C. The Manuals, including training materials, shall be provided to the Franchisee in electronic format, and remain the sole property of the Franchisor. The Franchisor may from time to time revise the content of the Manuals without the consent of the Franchisee, and the Franchisee will observe and comply with the Manuals in the amended form. The Franchisee will at all times ensure that the Franchisee's copy of the Manuals is kept current and up to date. Additional or replacement portions of the Manuals shall, immediately upon receipt, be included with the Franchisee's copy of the Manuals and supersede any sections of the Manual as directed by the Franchisor. In the event of any dispute as to the contents of the Manual, the terms of the master copy maintained by the Franchisor at its primary office shall be controlling. In the event the Franchisee requests from the Franchisor a paper Manual, the Franchisee shall pay a fee in the amount of two hundred and fifty dollars (\$250.00) per Manual or one thousand dollars (\$1,000) per set of Manuals.

VIII. ACCOUNTING, INSPECTIONS AND RECORDS

A. The Franchisee shall maintain and preserve during the term of this Agreement and for not less than three (3) years after the expiration or termination of this Agreement, full, complete and accurate books, financial records and accounts in the form and manner prescribed by the Manuals or otherwise in writing by the Franchisor.

B. The Franchisor shall have the right to poll by high speed Internet connection or other means the Franchisee's computerized point of sale system to obtain any and all information the Franchisor deems necessary to its monitoring of the Franchised Business, including Net Sales and any other information that is recorded by the computerized system. All such information received by Franchisor will be treated as confidential information and will not be made available to any third party without the consent of the Franchisee, except that comparative store data including Net Sales may be distributed to other franchises in the system by the Franchisor.

C. The Franchisee shall provide to the Franchisor, on a quarterly basis, unaudited profit and loss statements for the Franchised Business, in the format prescribed in the Manuals, within thirty (30) days of the end of each calendar quarter. During the term of this Agreement, the Franchisor requires the Franchisee to use a standardized on-line accounting system provided by a third-party, and as directed by the Franchisor, and the Franchisor shall have the right to access the Franchisee's accounting records and compile data from those records and reports. The Franchisor shall be entitled to use the compiled information for comparative purposes and use the compiled information for any lawful purpose. The Franchisee shall pay to the Franchisor or to the third-party providing the on-line accounting service a monthly fee for the service that shall not, for the term of this Franchise Agreement, exceed seventy-five dollars (\$75.00) per month.

D. The Franchisee shall provide to the Franchisor on an annual basis financial statements for the Franchised Business that are prepared in accordance with Generally Accepted Accounting Procedures (GAAP), within ninety (90) days of the close of the Franchisee's fiscal year. Upon the written request of the Franchisor, Franchisee shall provide to the Franchisor copies of federal and state income tax returns for the Franchisee and the Franchised Business, as well as quarterly or monthly state sales tax returns. The annual financial statements and each

annual tax return shall be prepared or reviewed by an independent public accountant and signed by the Franchisee attesting that the statements are true and correct.

E. Upon the Franchisor's request, the Franchisee shall submit copies of the Franchisee's invoices for goods purchased from all suppliers and copies of the Franchisee's operating reports to its landlord and/or shopping mall operator. The Franchisee hereby grants the Franchisor the right to independent access to the Franchisee's accounts and records with any vendor approved by the Franchisor for the purposes of verifying sales data and product purchases.

F. The Franchisee shall submit to the Franchisor such other financial and operating data and information as the Franchisor may request.

G. The Franchisor or its designated agents shall have the right at all reasonable times to audit, examine and copy, at the Franchisor's expense, all books, financial records, receipts, bank statements and tax returns of the Franchisee. The Franchisor shall also be entitled to review the tax returns of any individual who has an ownership interest in the Franchised Business or the Franchisee. If an inspection should reveal that Net Sales have been understated through any report to, or polling by, the Franchisor, the Franchisee shall immediately pay to the Franchisor the amount owed plus interest at a rate of ten percent (10%) per annum of the underpaid amount. If any inspection or audit discloses that Net Sales have been understated during any four (4) week period by two percent (2%) or more through any report to, or polling by, the Franchisor, the Franchisee shall then also pay for the Franchisor's costs in connection with the inspection or audit, including reasonable accountants' and attorneys' fees.

H. If any report required by this Article is not made on a timely basis, the Franchisee shall pay to the Franchisor one hundred dollars (\$100.00) for each week, or portion of a week, that the Franchisee has not submitted the required report, not as a penalty, but as liquidated damages incurred by the Franchisor.

IX. ADVERTISING

A. The Franchisee shall not use any advertising or promotional plans or materials that have not been approved in writing by the Franchisor, and the Franchisee shall cease to use any plans or materials promptly upon notice by the Franchisor. The Franchisee shall submit to the Franchisor for its prior written approval, samples of all promotional and marketing materials in whatever form that the Franchisee desires to use and which have not been previously supplied or approved by the Franchisor. If the Franchisor does not respond to the request to use advertising materials submitted by the Franchisee within thirty (30) days, the Franchisee shall be entitled to use the submitted materials until receiving notice otherwise from the Franchisor.

B. The Franchisor may, in its sole discretion, establish and maintain an Advertising and Promotion Fund (the "Fund"). All Advertising and Promotion Contributions made by the Franchisee shall be deposited by the Franchisor into the Fund. The Franchisor may make a reasonable allocation for its overhead expenses incurred in connection with the administration and management of the Fund, including employee salaries. However, in no event shall administration and management expenses of the Fund exceed twenty percent (20%) of the collected amount.

C. The Franchisor shall spend at least eighty percent (80%) of the Fund on advertising and promotion of the Proprietary Marks and systemwide stylist recruitment as the Franchisor deems, in its sole discretion, to be useful and appropriate. The Franchisor does not promise or represent to the Franchisee that any particular level or amount of Advertising and

Promotion Contributions made by the Franchisee to the Fund will be used for advertising or promotion in the Franchisee's Protected Territory or region. The Franchisor's determination of the allocation and use of the Contributions to the Fund shall not be challenged or contested by the Franchisee.

D. If Contributions made by the System to the Fund are not spent in the fiscal year in which they made, the Contributions shall remain in the Fund for use during the following year. It is understood and agreed that the Franchisor shall allocate advertising funds as it deems, in its sole discretion, to be appropriate.

E. If franchisees owning 75% or more of the stores in your market area vote to establish a local area advertising cooperative, the Franchisor shall have the right, but not the obligation, to require that the franchisees in that designated media market coverage area, including the Franchisee, form a local area advertising cooperative. Once such a cooperative is established, membership by all Sport Clips franchisees in the designated media market coverage area shall be mandatory. A local advertising cooperative can, by a majority vote of the member, assess each Franchisee up to \$300 per week for each individual Franchised Business owned by the Franchisee. The rules of the local cooperative will be established by the adoption of bylaws, which shall be subject to the approval of the Franchisor.

F. The Company may, in its sole discretion, initiate and promote national, regional and local marketing programs that include coupons and discounts. Coupons and discount offers may be advertised through direct mail, newspaper advertisements, radio, or any other medium chosen or approved by the Company. The Franchisee shall accept and redeem all such coupons, and honor all discounts included in any marketing program approved by or sponsored by the Company, but in no event shall the Franchisee be required to redeem coupons or honor discounts that collectively exceed a redeemed value of five thousand dollars (\$5,000.00) per calendar year.

X. INSURANCE

A. Prior to the opening of the Franchised Business and prior to the commencement of any construction at the Location, the Franchisee shall obtain, and thereafter maintain in full force and effect during the term of this Agreement, insurance that protects the Franchisee, the Franchisor, any Area Developer that is assigned to the Franchisee's Territory, and their respective officers, directors, partners and employees, against any loss, liability, personal injury, death, property damage or expense whatsoever from fire, lightning, theft, vandalism, malicious mischief and the perils included in the extended coverage endorsement, arising or occurring upon or in connection with the Franchised Business or the construction of or leasehold improvements to the Franchised Business, or by reason of the operation or occupancy of the Franchised Business.

B. The Franchisee shall submit to the Franchisor proof of insurance required by this Agreement prior to construction of the Franchise Business. Such insurance policy or policies shall be written by an insurance company satisfactory to the Franchisor in accordance with the standards and specifications set forth in the Manuals or otherwise in writing, and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified from time to time by the Franchisor in the Manuals or otherwise in writing) the following:

1. Comprehensive general liability insurance, including contractual liability, broad form property damage, personal injury, advertising injury, product liability, non-owned and hired auto liability, completed operations and independent contractors coverage, and fire damage coverage in the amount of at least two million dollars (\$2,000,000), or such higher amount as required by the lease, combined single limit, and naming the Franchisor and the Area Developer, if applicable, as an additional insured in each such policy or policies.

2. Worker's compensation and employer's liability insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated.

3. Fire, vandalism and extended coverage insurance with primary and excess limits of not less than the full replacement value of the Franchised Business and its furniture, fixtures and equipment.

4. Business interruption insurance in amounts equal to at least the average annual royalties and Advertising and Promotion Fund Contributions payable to the Franchisor, but in no event not less than two hundred thousand dollars (\$200,000) annual coverage.

5. Professional liability insurance (Barbers and Beauticians) in the amount of at least one million dollars (\$1,000,000), combined single limit, and naming the Franchisor as an additional insured in each such policy or policies (which may be included in the basic policy by some insurers, or may be written as a separate policy by others).

6. A stand alone and separate Employment Practices Liability insurance policy ("EPL Insurance") in the amount of at least five hundred thousand dollars (\$500,000), combined single limit, and naming the Franchisor as an additional insured, with the ability of the Franchisor to retain its own and separate counsel.

C. The Franchisee shall not employ any general contractor to work at the Location unless the contractor submits to the Franchisee proof of comprehensive general liability insurance (with comprehensive automobile liability coverage for both owned and non-owned vehicles, builder's risk, product liability and independent contractors coverage) in at least the amount of one million dollars (\$1,000,000) with the Franchisor and any applicable Area Developer named as an additional insured, and worker's compensation and employer's liability insurance as required by state law. A copy of the Certificates of Insurance for all coverage shall be provided to the Franchisor prior to the commencement of construction of the leasehold improvements.

D. Should the Franchisee fail to procure or maintain the insurance required by this Agreement, the Franchisor shall have the right, but not the obligation, to procure such insurance for the benefit of the Franchisee, and the Franchisee shall promptly reimburse the Franchisor for the insurance premiums, together with a reasonable fee for the Franchisor's expenses in obtaining the insurance. The Franchisor may recover such reimbursement and expenses by drafting directly from the Franchisee's bank account.

XI. TRANSFER OF INTEREST AND INCAPACITY OF FRANCHISEE

A. The Franchisor shall have the unencumbered right, at any time, to assign this Agreement, and all or part of its rights and privileges hereunder, to any person, firm, corporation or other business entity.

B. Neither the Franchisee, nor any of the Franchisee's shareholders, members, or partners, if any, shall transfer or sell five percent (5%) or more of the assets used in the Franchised Business, or mortgage or pledge as security any part of this Franchise Agreement, without obtaining the Franchisor's prior written consent.

C. If the Franchisee or any person with an ownership interest in the Franchised Business desires to accept an offer from a third party to purchase the Franchised Business in whole or in part, the Franchisee shall notify the Franchisor in writing and send a written copy of

the signed offer to purchase. The Franchisor shall have the option, but not the obligation, exercisable within thirty (30) days after receipt of such written notification, to purchase the ownership interest on the same terms and conditions offered by the third party.

1. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by the Franchisor as in the case of an initial offer.

2. In the event that the Franchisor exercises its option to purchase the Franchised Business under this Section, the closing of the purchase shall occur by the later of: (i) the closing date specified in the third-party offer; or (ii) within sixty (60) days from the date the Franchisor sends written notice exercising its option.

3. In the event the consideration, terms and/or conditions offered by a third party are such that the Franchisor may not reasonably be required to furnish the same consideration, terms and/or conditions, then the Franchisor may purchase the ownership interest for the reasonable equivalent in cash. If Franchisor and Franchisee cannot agree, within a reasonable time, on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by a third party, then each party, at its own expense, will designate an independent appraiser. The two appraisers attempt to agree as to the value and if they cannot agree to a value within in ten (10) days, the appraisers shall select a third independent appraiser and the independent appraiser's determination shall be final and binding. The cost of the third appraiser shall be borne equally by the Franchisor and the Franchisee. In the event the consideration, terms and/or conditions offered by a third party include the purchase of a business entity owned by the Franchisee that operates or has an interest in the Franchised Business, the Franchisor shall have the option to purchase only the assets of the Franchised Business at a price that is equivalent to the price offered by the third party to purchase the business entity.

D. The Franchisee must first obtain the Franchisor's written approval before the transfer or sale of any controlling interest in the Franchised Business. Neither the rights under this Agreement nor any part of the Franchised Business shall be transferred, sold, or assigned to another unless the Sport Clips store licensed by this Agreement has been open and operating for a minimum of three (3) months. The Franchisor's approval to a proposed transfer or assignment shall not be unreasonably withheld, but shall be conditioned upon the following:

1. The Franchisee shall not be in default of any part of this Agreement or any other Agreement between the Franchisee and Franchisor, including, but not limited to, monetary default.

2. The Franchisee and each of its partners, shareholders, officers and directors, if applicable, shall have executed a general release under seal, in a form satisfactory to the Franchisor, of any and all claims against the Franchisor and its officers, directors, shareholders and employees in their corporate and individual capacities.

3. The transferee shall demonstrate to the Franchisor's satisfaction that the transferee meets the Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related experience, Franchisor's testing criteria or otherwise); has at least the same managerial and financial criteria required of new Franchisees; and has a credible plan and sufficient financial resources to adequately support the acquired location(s), especially if acquiring multiple locations.

4. In the event the transferee is an existing Sport Clips franchisee, the transferee shall not be in default, or have a history of being in default, of any existing Sport Clips franchise

or other agreements with the Franchisor and show that the transferee has the financial resources and the ability to adequately operate and support additional Sport Clips stores.

5. The transferee shall enter into a written assignment, under seal and in a form satisfactory to the Franchisor, assuming and agreeing to discharge all of the Franchisee's obligations under this Agreement, and, if the transferee is not an individual, then the shareholders, partners or other owners of the transferee shall jointly and severally guarantee the obligations of the Franchisee under this Agreement in writing in a form satisfactory to the Franchisor. In the alternative, and at the Franchisor's option, the transferee shall execute the then-current form of the Sport Clips Franchise Agreement which may contain terms that are materially different from this Agreement, with a term ending on the expiration date of this Agreement but including any renewal terms as may be provided by this Agreement.

6. At least ten (10) days prior to the date of the transfer, the transferor must renovate and upgrade the Franchised Business to conform to the then-current specifications of the Franchisor.

7. The Franchisee shall be released from liability to the Franchisor for all obligations under the Franchise Agreement assumed by the transferee, except that the Franchisee shall continue to remain bound by all post-term covenants and obligations contained in this Agreement.

8. At the transferee's expense, and after signing the Sport Clips Franchise Agreement but prior to the transferee's commencement of operations of the new-acquired transferred Sport Clips store or stores, the transferee and its manager and employees shall complete any training programs then in effect for current franchisees upon such terms and conditions as the Franchisor may reasonably require except that, if the manager and employees of the Franchised Business have been trained previously by the Franchisor, they may not be required to attend any additional training programs as a result of the transfer if the Franchisor is satisfied that no further training is required.

9. The Franchisee shall pay to the Franchisor a transfer fee of five thousand dollars (\$5,000) for the first Franchised Business that is transferred and, provided the transfers take place in one simultaneous transaction, a transfer fee of one thousand dollars (\$1,000) for each additional Franchised Business (or license to open a Franchised Business) that is transferred.

10. The Franchisee must provide the Franchisor with a fully executed copy of the purchase and sale agreements of purchase and sale between the Franchisee and the transferee.

11. In the event the transferee was referred to the Franchisee by a business broker with whom the Franchisor has an on-going relationship, the Franchisee shall pay to that business broker the standard fee charged by the broker for similar transactions.

E. The Franchisee must obtain the Franchisor's written approval before the transfer or sale of any controlling interest in the Franchised Business to a corporation, limited liability company, partnership, or other business entity. The Franchisor's approval shall not be unreasonably withheld, but shall be conditioned upon the following:

1. The Franchisee shall be a newly organized business entity (unless such entity already has an existing relationship with the Franchisor) and the entity's articles of formation provide that the entity's business shall be confined to the operation and management of Sport Clips franchises.

2. The Franchisee shall provide the Franchisor with a true and correct copy of the business entity's articles of formation, state certificates of formation, bylaws, and any other similar documents requested by the Franchisor.

3. All owners of the business entity, regardless of the percentage of ownership, shall jointly and severally guarantee all obligations of the business entity under the Franchise Agreement, and agree to be personally bound by all post-termination covenants.

4. In the event the business entity issues any certificates of ownership, including but not limited to stock certificates, the certificates of ownership shall state in bold face and capital letters that the sale, transfer, assignment, pledge or encumbrance of the certificates of ownership are subject to the terms and conditions of a Franchise Agreement with Sport Clips, Inc. and the Franchisee.

5. The Franchisee shall maintain and provide to the Franchisor upon request a current list of all individual owners or partners of the business entity, together with the addresses and telephone numbers of each owner or partner.

6. The business entity shall file an assumed name registration with the county clerk of each county in which the Franchisee operates, and any other government agency that requires such a filing, stating that it is doing business under the name "Sport Clips," along with the business entity's legal name, and a copy of the filing shall be supplied to the Franchisor.

F. The Franchisee and anyone with an ownership interest in the Franchised Business must obtain the Franchisor's written approval before offering any ownership interest in the Franchised Business to the public by private or public offering or any stock exchange. The Franchisor's approval shall not be unreasonably withheld, but shall be conditioned upon the following:

1. All materials required by federal or state law, as well as any materials to be used to exempt the offering, shall be submitted to the Franchisor for review at least sixty (60) days prior to such documents being filed with any government agency or distributed to investors. Under no circumstances shall the Franchisee or anyone with an ownership interest in the Franchised Business imply by the use of the Proprietary Marks or otherwise that the Franchisor is participating in an underwriting, issuance or offering of the Franchisee's securities.

2. The Franchisee and any other participants in the offering must fully indemnify the Franchisor in connection with the offering pursuant to an indemnity agreement in form and substance satisfactory to the Franchisor and its counsel. For each proposed offering, the Franchisee shall pay to the Franchisor a non-refundable fee of no less than ten thousand dollars (\$10,000) to reimburse the Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees.

G. Upon the death, mental incapacity or disability of the Franchisee or any person with an ownership interest in the Franchised Business, the Franchisor shall consent to the transfer of the ownership interest in the Franchised Business and in this Agreement to the spouse, heirs or relative by blood or by marriage, of the deceased, incapacitated or disabled person, whether such transfer is made by will or by operation of law, if such person or persons meet the Franchisor's standards as set forth in Section XI.D. of this Agreement. If the transfer is not approved by the Franchisor, the executor, administrator or personal representative of the deceased, incapacitated or disabled person shall transfer the interest to a third party approved by the Franchisor within six (6) months after such death, mental incapacity or disability. Such transfer

shall be subject to the Franchisor's right of first refusal and to the same conditions as set forth in Section XIV of this Agreement.

H. In the event that the Franchisee or the Franchisee's owners are absent or incapacitated for any reason, and in order to protect the Franchised Business and to prevent injury to the goodwill and reputation of the Proprietary Marks, the Franchisor shall have the right, but not the obligation, to operate the Franchised Business for as long as the Franchisor deems necessary and practical. If the Franchisor elects to operate the Franchised Business, all revenues from the operation of the Franchised Business during the period of operation by the Franchisor shall be kept in a separate account. All expenses of the Franchised Business, including but not limited to Royalty Fees, Advertising and Promotion Fund Contributions, SCWMMRF Contributions, Training Fees, any applicable Cooperative Fees, and compensation and expenses for the Franchisor's representative, shall be charged to and paid from the account. Disbursements to Franchisee will be made periodically at the sole discretion of Franchisor, taking into consideration the reasonable and necessary needs of the business. If the Franchisor elects to operate the Franchised Business under this Section on behalf of the Franchisee, the Franchisee shall indemnify and hold harmless the Franchisor from any and all claims arising from the acts and omissions of the Franchisor and its representatives in the operation of the Franchised Business.

XII. DEFAULT AND TERMINATION

A. The Franchisee shall be deemed to be in default and the Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording the Franchisee any opportunity to cure the default, effective immediately upon receipt of notice from the Franchisor to the Franchisee, upon the occurrence of any of the following events:

1. If the Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by the Franchisee or such a petition is filed against and consented to by the Franchisee, or if the Franchisee is adjudicated bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver of the Franchisee or other custodian for the Franchisee's business or assets is filed and consented to by the Franchisee, or if a receiver or other custodian (permanent or temporary) of the Franchisee's business or assets is appointed by any court of competent jurisdiction, or if proceedings for a conference with a committee of creditors under any state, federal or foreign law should be instituted by or against the Franchisee, or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless *supersedes* bond is filed), or if execution is levied against the Franchisee's operating location or property, or if any substantial real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal or constable.

2. If the Franchisee ceases to do business at the Location for five (5) or more consecutive business days, relocates the Franchised Business without the Franchisor's consent, or loses the right to possession of the premises upon which the Franchised Business is located or otherwise forfeits the right to do or transact business where the Franchised Business is located; provided, however, that if any such loss of possession results from the governmental exercise of the power of eminent domain, or if, the premises are damaged or destroyed by a disaster such that they cannot, in the Franchisor's judgment, reasonably be restored within one hundred twenty (120) days, and the landlord (if the business location is leased) releases Franchisee from the applicable lease, then, the Franchisee shall have ninety (90) days to identify an alternative location within the same market area as the Location for the operation of the Franchised Business (the "Substituted Site") and submit all information reasonably requested by the Franchisor in connection with the Substituted Site for its review and approval. Notwithstanding the foregoing, the Franchisor shall have a right to terminate this Agreement if the Franchisee is not in possession

of the Substituted Site and open for business to the general public within six (6) months of its receipt of the Franchisor's approval.

3. If the Franchisee misuses or makes any unauthorized use of the Proprietary Marks, engages in any business or markets any service or products under a name or mark which is confusingly similar to the Proprietary Marks.

4. If the Franchisee attempts to modify the computerized point-of-sale computer system software without the prior written approval of Franchisor.

5. If the Franchisee understates by five percent (5%) or more its Net Sales in connection with any report required to be submitted to the Franchisor.

6. If a threat or danger to public safety results from the construction, maintenance or operation of the Franchised Business, or if the Franchisee operates the Franchised Business in an unlawful manner or without the proper licenses.

7. If the Franchisee is convicted of a crime of moral turpitude or any other crime or offense that the Franchisor reasonably believes is likely to have an adverse effect on the System and the Proprietary Marks, or if a judgment or a consent decree is entered against the Franchisee, or any of its officers, directors, shareholders or partners in any civil case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which the Franchisor reasonably believes is likely to have an adverse effect on the System or the Proprietary Marks.

8. If the Franchisee fails to obtain and maintain all required licenses under state and local law, so that the business is no longer able to operate as a Sport Clips franchised business.

9. If the Franchisee purports to transfer any rights or obligations under this Agreement to any third party without the Franchisor's prior written consent, or if the Franchisee moves or changes the Location without the Franchisor's prior consent.

10. If the Franchisee discloses, divulges or disseminates to an unauthorized third party the contents of the Manuals or any other designated trade secrets or confidential information provided to the Franchisee by the Franchisor.

11. If the Franchisee knowingly maintains false books or records or submits any false statements, applications or reports to the Franchisor.

12. If the Franchisee fails to present a Location for the Franchised Business and obtain the Franchisor's approval of the Location, or fails to sign the lease for the Location, or fails to open the Franchised Business within the time frames set forth in this Agreement.

13. If the Franchisee receives three (3) or more notices of default within any consecutive twenty-four (24) month period during the term of this Franchise Agreement, whether or not such defaults are timely cured by the Franchisee.

14. If the Franchisee defaults under its lease agreement for the Location and fails to cure the default within the applicable grace period.

15. If any other agreement, including any other Franchise Agreement, to which the Franchisee and the Franchisor are parties, or to which any of the Guarantors of this Franchise

Agreement have also guaranteed, is terminated as a result of the Franchisee failing to cure any default within the grace period (if any) provided for in that agreement.

16. If the Franchisee makes any unauthorized sale of product that violates approved vendor or manufacturer policies regarding sale of product, such as re-selling professional hair care products to wholesalers or other retailers.

B. The Franchisee shall have thirty (30) days after receiving from the Franchisor a written notice of default to remedy any default described below. If any such default is not cured within that time, or such longer period as required by applicable state law, this Agreement, at Franchisor's option, shall terminate without further notice to the Franchisee effective immediately upon the expiration of the thirty (30) day period. Such defaults shall include, without limitation, the occurrence of any of the following events:

1. If the Franchisee fails, refuses or neglects to pay promptly any monies owed to the Franchisor, its subsidiaries or affiliates, or to suppliers approved by the Franchisor, when due.

2. If the Franchisee fails to maintain any of the standards or procedures prescribed by the Franchisor in this Agreement, the Manuals, any other written agreements between the parties or otherwise.

3. If the Franchisee fails to comply with any material provision of this Agreement.

4. If the Franchisee fails to maintain and submit to the Franchisor any financial reports or statements required by this Agreement, including tax returns and bank statements.

5. If the Franchisee fails to install and maintain in good working condition computer hardware and software for a point-of-sale system as specified in the Manuals or fails to set up the point-of-sale system so that Franchisor can access the system to download data by high-speed Internet connection during store hours or after the store is closed each evening.

6. If the Franchisee fails to maintain signage as required by the Franchisor in the Manuals.

7. If the Franchisee, the Franchisee's manager or employees fail to attend and successfully complete any mandatory training program as required by the Franchisor. Attendance at the annual conference is mandatory and failure of the Franchisee and/or Franchisee's store manager to attend this conference shall be a default under this section.

8. If the Franchisee fails to obtain the prior written approval of the Franchisor of any and all advertising, marketing or promotional plans and materials used by the Franchisee in connection with its promotion of the Franchised Business or otherwise fails to comply with Franchisor's policies and procedures with respect to advertising, marketing or promotion.

9. If the Franchisee fails, refuses, or neglects to pay promptly when due any monies owing to a local area advertising cooperative or a local stylist recruitment cooperative of which the Franchisee is a member.

10. If the Franchisee fails to obtain and maintain all required licenses under state and local law, even if the business is able to continue to operate as a Sport Clips franchised business.

11. If the Franchisee offers through the Franchised Business or at the Location any product or service that is not approved by the Franchisor.

C. Termination of this Agreement for the reasons described in this Section shall be in addition to any other remedy that the Franchisor shall have in law or equity.

XIII. OBLIGATIONS UPON TERMINATION OR EXPIRATION OF FRANCHISE AGREEMENT

A. Upon termination or expiration of this Agreement, all rights granted to the Franchisee under this Agreement shall terminate immediately and the Franchisee shall have no further right to operate the Franchised Business.

B. Upon the termination or expiration of this Agreement, the Franchisee shall immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold that the Franchisee is a Sport Clips franchisee.

C. Upon the termination or expiration of this Agreement, The Franchisee shall immediately cease to use, in any manner whatsoever, the Proprietary Marks, the Manuals, trade dress, customer database, programs, literature, and all procedures and techniques associated with the System and the name "Sport Clips."

D. Upon the termination or expiration of this Agreement, the Franchisee shall cancel any assumed name or equivalent registration which contains the Proprietary Marks or any other trademark, trade name or service mark of the Franchisor, and the Franchisee shall furnish the Franchisor with evidence satisfactory to the Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

E. Upon the termination or expiration of this Agreement, the Franchisee shall, at the Franchisor's option and upon the Franchisor's request, assign to the Franchisor any interest that the Franchisee has in any lease or sublease for the premises of the Franchised Business, and/or sell to the Franchisor any furniture, equipment, supplies or signs used in the Franchised Business.

1. In the event the Franchisor elects to exercise its option to acquire the lease or sublease of the Franchised Business, the Franchisor shall provide the Franchisee written notice of the Franchisor's election to exercise the option within thirty (30) days of the date of termination or expiration of the Franchise Agreement.

2. In the event the Franchisor elects to purchase from the Franchisee any furniture, equipment, supplies and signs used in the Franchised Business, the Franchisor shall provide the Franchisee written notice of the Franchisor's election to exercise the option within thirty (30) days of the date of termination or expiration of the Franchise Agreement. If the Franchisor elects to buy the furniture, equipment, supplies and signs, the Franchisor shall compensate the Franchisee for these items at the lesser of the (i) the Franchisee's book value, or (ii) fair market value. The Franchisor shall be entitled to deduct from the purchase price any sums of money owed by the Franchisee to the Franchisor. If Franchisor and Franchisee cannot agree, within a reasonable time, on the fair market value of the items to be purchased by the Franchisor, then each party, at its own expense, shall designate an independent appraiser; the two appraisers will then attempt to agree as to the value. In the event that the two appraisers cannot agree in a reasonable time, then they will select a third independent appraiser and his determination shall be final and binding. The cost of the third appraiser shall be borne equally by both parties.

F. Upon the termination or expiration of this Agreement, and in the event that the Franchisor does not elect to exercise its option to assume the lease or sublease for the Franchised Business, the Franchisee shall make such modifications or alterations to the premises of the

Franchised Business as may be necessary to distinguish the appearance of said premises from that of a business operating under the System. The Franchisee shall make such specific additional changes as the Franchisor may reasonably request including, but not be limited to, ceasing to use exterior signage identifying the store as a Sport Clips; all proprietary interior signage; equipment that is unique to or an integral part of the Sport Clips overall decor package, including the receptionist desk, reception area chairs, proprietary murals of crowd scenes and athletes, and styling stations. In the event the Franchisee fails or refuses to comply with the requirements of this Section XIV, the Franchisor shall have the right to enter upon the premises of the Franchised Business without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes as may be required, at the expense of the Franchisee, which expense the Franchisee agrees to pay upon demand.

G. Upon the termination or expiration of this Agreement, the Franchisee shall immediately deliver to the Franchisor or the Franchisor's designee all Manuals, customer lists and customer databases, records, files, correspondence, brochures, and all other materials relating to the operation of the Franchised Business. The Franchisee shall not retain any copies of the material delivered to the Franchisor except for financial records required by law, correspondence between the parties and any other documents which the Franchisee reasonably needs for compliance with any provision of law. In addition to the foregoing, the Franchisee shall deliver to the Franchisor a complete list of all persons employed by the Franchisee during the three (3) years immediately preceding termination. The cost of delivering the materials as required by this paragraph shall be borne by the Franchisee.

H. Upon the termination or expiration of this Agreement, the Franchisee shall promptly notify the appropriate telephone company and all telephone directory listing agencies of the termination or expiration of the Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with the Proprietary Marks. The Franchisee shall authorize the transfer of all telephone numbers associated with the Proprietary Marks to the Franchisor or the Franchisor's designee. The Franchisee agrees to execute updated letters of direction to any telephone companies and telephone directory listing agencies that enforce the Franchisor's right to telephone numbers under this paragraph. The Franchisee acknowledges that as between the Franchisor and the Franchisee, the Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with any Proprietary Marks. The Franchisee authorizes the Franchisor, and hereby appoints the Franchisor or any officer of the Franchisor as its attorney in fact, and coupled with an interest, to direct the appropriate telephone company and all listing agencies to transfer all applicable telephone numbers and telephone listings to the Franchisor upon the termination or expiration of this Agreement.

XIV. COVENANTS

A. The Franchisee specifically acknowledges that the Franchisee, through the Franchisee's relationship with the Franchisor and through this Agreement, shall receive valuable specialized training and confidential information regarding the business, promotion, sales, marketing and operational methods and techniques of the Franchisor and the System used for the retail sale of hair cutting and hair care services and related products.

B. The Franchisee covenants that during the term of this Agreement, and except as approved in writing by the Franchisor, neither the Franchisee nor any shareholder, partner, or other person with an ownership interest in the Franchisee, shall either directly or indirectly, for itself or through, on behalf of or in conjunction with any individual, partnership, corporation or other legal entity:

1. Divert or attempt to divert any business or customer of the Franchised Business to any competitor of the Franchised Business, by direct inducement or otherwise;
2. Own, manage, be employed by, advise, assist, invest in, make loans to, or have any interest in any business that offers hair cutting and hair care services and related products; or
3. Offer for sale hair cutting and hair care services and related services and products through any venue or business other than through, and on the premises of, the Franchised Business.

C. The Franchisee covenants that for a period of two (2) years upon the expiration or termination of this Agreement, and except as approved in writing by the Franchisor, neither the Franchisee nor any shareholder, partner, or other person with an ownership interest in the Franchisee, shall either directly or indirectly, for itself or through, on behalf of or in conjunction with any individual, partnership, corporation or other legal entity:

1. Divert or attempt to divert any business or customer of the Franchised Business to any competitor of the Franchised Business, by direct inducement or otherwise;
2. Own, manage, be employed by, advise, assist, invest in, make loans to, or have any interest in any business that offers hair cutting and hair care services and related product and that is within a ten (10) mile radius of the Location of the Franchised Business; or
3. Own, manage, be employed by, advise, assist, invest in, make loans to, or have any interest in any business that offers hair cutting and hair care services and related product and that is within a ten (10) mile radius of any business that is a franchisee of the Franchisor and does business under any of the Proprietary Marks.

D. If the period of time or the area specified above should be adjudged by any tribunal or court of competent jurisdiction to be unreasonable, then the period of time or the restricted area may be reduced so that the restrictions are deemed reasonable and enforceable by the presiding tribunal or court.

E. The Franchisee acknowledges and agrees that the covenants not-to-compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on the Franchisee, or the Franchisee's shareholders or partners, if the Franchisee is a corporation or partnership, since the Franchisee, its shareholders or partners have other considerable skills, experience and education which afford the Franchisee, its shareholders or partners the opportunity to derive income from other endeavors.

F. The parties agree that each covenant in this section of this Agreement shall be construed as independent of any other covenant or provision contained in this section of this Agreement. If any one covenant contained in this section is held unreasonable or unenforceable by a tribunal or court of competent jurisdiction, all other covenants deemed to be reasonable and enforceable shall remain in effect.

G. Notwithstanding anything to the contrary in this Agreement, the Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this section of this Agreement, without prior notice to the Franchisee or without the Franchisee's consent. The reduction in scope of the covenants shall be effective immediately upon receipt by the Franchisee of written notice regarding the reduction, and the Franchisee agrees that it shall comply with any covenant as it may be modified by the Franchisor.

H. The Franchisee expressly agrees that the existence of any claims it may allege against the Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by the Franchisor of the covenants in this Agreement. The Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by the Franchisor in connection with the enforcement of the covenants set forth in this Agreement.

I. The Franchisee acknowledges that violation of the covenants not to compete contained in this section of this Agreement will result in immediate and irreparable injury to the Franchisor for which no adequate remedy at law will be available. Accordingly, the Franchisee hereby consents to the entry of an injunction, without the necessity of Franchisor posting a bond, that prohibits any conduct by the Franchisee in violation of the terms of the covenants not to compete set forth in this Agreement.

XV. TAXES AND INDEBTEDNESS

A. The Franchisee shall promptly pay, when due, all taxes levied or assessed by any federal, state or local tax authority and any and all other indebtedness incurred by the Franchisee in the operation of the Franchised Business. The Franchisee shall pay to the Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on the Franchisor with respect to any payments to the Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by the Franchisor.

B. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, the Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall the Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business or any improvements thereon.

C. The Franchisee shall notify the Franchisor in writing within three (3) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

XVI. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. This Agreement does not create a fiduciary or confidential relationship between the Franchisor and the Franchisee. The Franchisee acknowledges and agrees that the Franchisee is an independent businessperson and an independent contractor. Nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose whatsoever.

B. During the term of this Agreement, the Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a license from the Franchisor and as an authorized user of the System and the Proprietary marks which are owned by the Franchisor. The Franchisee agrees to take such affirmative action as may be necessary to do so, including exhibiting to customers a sign provided by Franchisor in a conspicuous place on the premises of the Franchised Business.

C. The Franchisor shall not have the power to hire, manage, compensate or fire the Franchisee's employees and it is expressly agreed that the Franchisor has no employment relationship with the Franchisee's employees. Except as herein expressly provided, the

Franchisor may not control or have access to the Franchisee's funds or the premises of the Franchised Business, or in any other way exercise dominion or control over the Franchised Business.

D. It is understood and agreed that nothing in this Agreement authorizes the Franchisee to make any contract, agreement, warranty or representation on the Franchisor's behalf, or to incur any debt or other obligation in the Franchisor's name, and that the Franchisor shall in no event assume liability for or be deemed liable as a result of any such action or by reason of any act or omission of the Franchisee in the Franchisee's conduct of the Franchised Business or any claim or judgment arising therefrom against the Franchisee.

E. The Franchisee agrees at all times to defend at the Franchisee's expense, and agrees to indemnify and hold harmless to the fullest extent permitted by law, the Franchisor and its corporate parent, subsidiaries, affiliates, employees and agents (including any Area Developer that is assigned to the Franchisee's Territory), and their respective directors, officers, employees, agents, shareholders, designees, and representatives from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof, which arises out of the Franchised Business or, including, but not limited to, the following:

1. The Franchisee's infringement or any other alleged violation of any patent, trademark, or other proprietary right that is owned or controlled by any third party.

2. The Franchisee's alleged violation of any federal, state or local law, regulation or ordinance, or any directive of any industry standard.

3. The Franchisee's libel, slander or any other form of defamation.

4. The Franchisee's alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement.

5. Any acts, errors or omissions of the Franchisee or any of its agents, servants, employees, contractors, partners, proprietors, affiliates, or representatives.

6. Latent or other defects of the premises of the Franchised Business, whether or not discoverable by the Franchisor or the Franchisee.

7. Any services or products provided by the Franchisee at, from or related to the operation at the Franchised Business.

8. Any injury that occurs on the premises for the Franchised Business, including the build-out of the premises or any construction activity.

9. Any action or inaction by the Franchisee or any other person resulting from or in connection with the operation of the Franchised Business.

Franchisor shall have the option, in its sole discretion, to defend any action with counsel of the Franchisor's choosing and for whom the Franchisee shall be responsible for full payment and indemnification, or to allow Franchisee to defend such action with counsel satisfactory to Franchisor.

XVII. APPLICABLE LAW, FORUM SELECTION, AND ELECTRONIC SIGNATURE

A. This Agreement shall take effect upon its acceptance and execution by the Franchisor in the state of Texas. This Agreement shall be interpreted and construed under the laws of the State of Texas, including the Texas Electronic Transactions Act, Tex. Bus. & Com. Code § 322.007, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, *et seq.*).

B. Except for any claims arising under the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, *et seq.*), any and all disputes arising out of or are related to this Agreement that cannot be settled through face-to-face discussions, shall be submitted to non-binding mediation for a minimum of eight hours before a mediation organization approved by the parties, or a mediator appointed by a court if the parties cannot agree on a mediation organization. Such mediation shall be held at the offices of the Franchisor or such other site in the state of Texas designated by the Franchisor.

C. ANY LITIGATION BETWEEN THE PARTIES, OR BETWEEN THE FRANCHISEE AND THE COMPANY'S OFFICERS AND DIRECTORS, SHALL ONLY BE INSTITUTED IN THE WILLIAMSON COUNTY, TEXAS, DISTRICT COURT OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS. THE PARTIES AGREE THAT THIS FRANCHISE AGREEMENT WAS ENTERED INTO IN GEORGETOWN, TEXAS AND THAT SUBSTANTIAL PERFORMANCE OF ALL OBLIGATIONS HEREUNDER IS RENDERED IN GEORGETOWN, TEXAS AND THAT THERE IS A REGULAR STREAM OF BUSINESS ACTIVITY BETWEEN THE FRANCHISEE AND THE COMPANY FROM AND INTO WILLIAMSON COUNTY, TEXAS. ACCORDINGLY, THE PARTIES AGREE THAT VENUE IN ANY SUCH ACTION IS PROPERLY LAID IN EITHER SAID COURT.

D. Notwithstanding any provision contained in this Agreement, the Franchisor may seek injunctive relief in a court of competent jurisdiction for the purpose of protecting the Proprietary Marks or for the purpose of seeking other equitable relief against the Franchisee.

E. If any party institutes litigation in a court of law or equity, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees relating to the litigation.

F. Each party to this Agreement waives all rights to a jury trial with respect to any litigation that is instituted or brought in any court regarding any matter arising out of or related to this Agreement.

G. No right or remedy conferred upon or reserved by the Franchisor or the Franchisee by this Agreement is intended and it shall not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

H. This Agreement may be executed and delivered to the other party electronically, including by email, and each such electronic signature shall be as valid and binding as an original handwritten signature.

XVIII. NO WAIVER

A. No failure of the Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by the Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Franchisor's right to demand exact compliance with any of the terms herein. Waiver by either party of any particular default by the other shall not affect or impair any rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of either party to exercise any power or right arising out of any breach or default by the other of any of the terms, provisions or covenants hereof affect or impair any right to exercise the same, nor shall such constitute a waiver of any right hereunder or the right to declare any subsequent breach or default and to terminate this Franchise Agreement prior to the expiration of its term. Subsequent acceptance by the Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by the Franchisor of any preceding breach by the Franchisee of any terms, covenants or conditions of this Agreement.

XIX. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, return receipt requested, including electronic receipt, or dispatched by overnight delivery envelope, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: G. Edward Logan, CEO & President
Sport Clips, Inc.
110 Sport Clips Way
Georgetown, Texas 78628

Notices to Franchisee: _____

Email: _____

Any notice sent by certified mail shall be deemed to have been given at the date and time of mailing. The Franchisor may, at its option, assign to the Franchisee an Email Address to which the Franchisor may send all Notices, Updates, and other communications under this Franchise Agreement. The Franchisee shall acknowledge receipt of any Notice, Update, or communication upon request by the Franchisor.

XX. ENTIRE AGREEMENT

This Agreement, together with any Amendments and Attachments, if any, constitute the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements. No amendment change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing. Nothing in this Agreement or in any related Agreements is intended to disclaim the representations in the Franchise Disclosure Document.

XXI. SEVERABILITY AND CONSTRUCTION

A. Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement shall be considered severable. If, for any reason, any section, part, term and/or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the valid remainder of this Agreement shall continue to have full force and effect and bind the parties; provided, however, that if the Franchisor determines that such finding of invalidity or illegality adversely affects the underlying purpose of this Agreement, the Franchisor, at its option, may terminate this Agreement.

B. All captions in this Agreement are intended solely for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision in this Agreement.

C. All references in this Agreement to the masculine, feminine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgments, promises, covenants, agreements and obligations made or undertaken by the Franchisee shall be deemed jointly and severally undertaken by all of the parties executing this Agreement in his individual capacity on behalf of the Franchisee. This Agreement may be executed in one or more originals, each of which shall be deemed an original.

D. As used in this Agreement, the term "Franchisee" shall include all persons who succeed to the interest of the original Franchisee by transfer or operation of law and shall be deemed to include not only the individual or entity defined as the "Franchisee" in the introductory paragraph of this Agreement, but shall also include all partners, shareholders, or members, as applicable of any business entity that executes this Agreement. By their signatures, all partners, shareholders, officers and directors of the entity that sign this Agreement as the Franchisee acknowledge and accept the duties and obligations imposed upon each of them, individually, by the terms of this Agreement.

E. As used in this Agreement, the term "employee" shall include all persons who are directly employed by Franchisee or other entities referenced in this Agreement, or who are "leased" from a Professional Employer Organization (PEO) under an arrangement commonly referred to as "employee leasing".

F. If, as a result of hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, riot, insurrection, war, explosion, unavoidable calamity or other act of God (a "Force Majeure"), compliance by any party with the terms of this Agreement is rendered impossible or would otherwise create an undue hardship upon any party, all parties shall be excused from their respective obligations hereunder for the duration of the Force Majeure and for a reasonable recovery period thereafter, but otherwise this Agreement shall continue in full force and effect.

XXII. ACKNOWLEDGMENTS

The Franchisee acknowledges that it has conducted an independent investigation of all aspects relating to the Franchised Business and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the skills and ability of the Franchisee as an independent businessperson or organization. The Franchisee acknowledges that it has received, read and understands this Agreement, and any Amendment and Attachments, if any, that the Franchisor has accorded the Franchisee ample time and opportunity to consult with advisors of the Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

THE SUCCESS OF THE FRANCHISEE IN OPERATING THIS FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING THE FRANCHISEE'S INDEPENDENT BUSINESS ABILITY. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE FRANCHISED BUSINESS RESTS SOLELY WITH THE FRANCHISEE. THE FRANCHISEE HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT

NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY THE FRANCHISOR TO INDUCE THE FRANCHISEE TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED WITHIN THIS AGREEMENT AND THE FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT. THE FRANCHISOR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES OR PROFITS OF THE BUSINESS VENTURE TO THE FRANCHISEE.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement on the day and year first above written.

Sport Clips, Inc.

Franchisee

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman
Date_____

Name

Date_____

Name

Date_____

STATE ADDENDUM TO THE SPORT CLIPS FRANCHISE AGREEMENT

FOR THE RESIDENTS OF THE STATE OF CALIFORNIA

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.).

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 a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of the State of Texas. This provision may not be enforceable under California law.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

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

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

FOR THE RESIDENTS OF THE STATE OF HAWAII

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

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE

FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR RESIDENTS OF THE STATE OF ILLINOIS

Illinois law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

FOR THE STATE OF MARYLAND

This Addendum for the residents of the state of Maryland also applies to non-residents who will operate a Sport Clips franchise in the state of Maryland. No acknowledgements or disclaimers contained within the Franchise Agreement shall, nor are they intended to, serve as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Sections II.B.7 and XI.D.2 of the Franchise Agreement are amended to provide that a general release shall not be condition of renewal and/or assignment/transfer and shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Article XVII.C is amended to provide that the Franchisee may sue the Company in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, and any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgment signed or agreed to be a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other terms of any document executed in connection with the franchise. Article 22 of the Franchise Agreement is deleted in its entirety.

The 8th "Whereas" paragraph on page 2 of the Franchise Agreement, beginning with the words " WHEREAS, the Franchisee hereby acknowledges that it has read this Agreement and the Franchisor's Franchise Disclosure Document, and that it has no knowledge of any representations about the Franchised Business..." is deleted in its entirety.

Article XXII of the Franchise Agreement is deleted in its entirety.

FOR RESIDENTS OF THE STATE OF MINNESOTA

No section shall in any way abrogate or reduce any rights of the Franchisee as provided for in the Minnesota Statutes, Chapter 80C. Minnesota statutes §80C14 regulate termination,

including at least 90 days written notice in advance of termination or cancellation, with 60 days in which to cure, except that the notice shall be effective immediately for certain grounds.

Pursuant to Minn. Stat. §80C.21 and Minn. Rule Part 2860.44005, Section XXIII of the Franchise Agreement shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including, but not limited to, the right to submit matters to the jurisdiction of the courts of Minnesota.

Section II is amended to read that unless the franchise is not renewed for good cause as defined in Minnesota Statute §80C.14(b), the Company may not fail to renew the Franchise Agreement unless (i) the Franchisee has been given written notice of the intention not to renew at least 180 days in advance and (ii) has been given an opportunity to operate the franchise over a sufficient period of time to enable the Franchisee to recover the fair market value of the franchise as a going concern measured from the date of the failure to renew. The Company may not refuse to renew the Franchise Agreement if the refusal is for the purpose of converting the Franchisee's business premises to an operation that will be owned by the Company for its own account.

Sections II.B.7 and XI.C.2 of the Franchise Agreement are amended to provide that a general release shall not be a condition or renewal and/or assignment/transfer.

Section VI.C is amended to read that the Company will indemnify the Franchisee against liability to third parties resulting from claims by third parties that the Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. The Company does not indemnify against the consequences of the Franchisee's use of the Company's trademark except in accordance with the requirements of the Franchise Agreement, and as a condition of indemnification, the Franchisee must provide notice to the Company of any such claim within ten (10) days and tender the defense of the claim to the Company. If the Company accepts the tender of the defense, the Company 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.

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

FOR THE RESIDENTS OF THE STATE OF NEW YORK

Section VIII.C is amended by adding the following: "Any new or different requirements set forth in the Operating Manual shall not unreasonably increase the Franchisee's obligations or place an excessive economic burden on the Franchisee's operations.

Section XII.A is amended by adding the following: "However, no assignment shall be made except to an assignee who in the good faith judgment of the Company is able to assume the Company's obligations under the Franchise Agreement."

Section XVII.C is amended by adding the following: "However, the foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisee by the provisions of Article 33 of the New York State General Business Law."

FOR THE RESIDENTS OF THE STATE OF NORTH DAKOTA

Covenants not to compete, such as stated in Section XV of the Franchise Agreement, are generally considered unenforceable in the State of North Dakota. Section XVII.B of the Franchise Agreement is amended to provide that mediation shall take place at a location that is mutually agreeable to the parties. Sections II.B.7, XVII.A, XVII.C, and XVII.F of the Franchise Agreement are deleted in their entirety.

FOR RESIDENTS OF THE STATE OF RHODE ISLAND

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

FOR RESIDENTS OF THE STATE OF WASHINGTON

See the Addendum for Washington residents on the following page.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges receipt and having read this Addendum for Residents of the **State of** _____ and understands and consents to be bound by all of its terms.

Sport Clips, Inc.

Franchisee

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman
Date _____

Name
Date _____

Name
Date _____

Attachment A

Location of Franchise

THIS ADDENDUM is made by and between Sport Clips, Inc. (the "Franchisor") and _____
_____ (the "Franchisee") to the Sport Clips Franchise Agreement dated _____
_____, 2025.

1. Pursuant to Section V.B of the Franchise Agreement, the Location shall be at the
following address: _____
_____.

Sport Clips, Inc.

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman
Date _____

Franchisee

Name

Date _____

Name

Date _____

Attachment B

Mandatory Addendum to Lease Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between Sport Clips, Inc., a Texas corporation (hereinafter referred to as "Franchisor"), _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant have executed a lease agreement dated _____, (the "Lease") for the premises containing approximately _____ square feet located at _____ (the "Leased Premises") for use by Tenant as a business to be opened pursuant to Franchisor's proprietary marks and system in connection with a written Franchise Agreement by and between Franchisor and Tenant (the "Franchise Agreement");

WHEREAS, a condition to the approval of Tenant's specific location by Franchisor is that the Lease for the Leased Premises designated for the operation of a **Sport Clips** business (hereinafter the "Franchised Business") contains the agreements set forth herein:

WHEREAS, Landlord acknowledges that Franchisor requires the modifications to the Lease set forth herein as a condition to its approving the Leased Premises as a site for the Franchised Business, and that Landlord agrees to modify and amend the Lease in accordance with the terms and conditions contained herein;

WHEREAS, according to the Sport Clips Franchise Agreement, all rights, title and interest in and to the Lease must be assigned to Franchisor, at Franchisor's option, upon the termination of the Franchise Agreement; and

WHEREAS, it is the intent of the parties hereto to provide Franchisor with the opportunity to preserve the leased premises as a Franchised Business in the event of any default or termination of said Lease or Franchise Agreement and to assure the Landlord that in the event Franchisor exercises its rights herein contained, any defaults of Tenant under the Lease will be cured by Franchisor before it takes possession of the Leased Premises.

1. **Use Clause.** The Leased Premises shall be used for the operation of a retail business specializing in providing professional haircutting and hair care services and for the sale of sports-related accessories and identified by the mark **SPORT CLIPS** or any other name. The Leased Premises must be able to accommodate:

Hairstyling for a primarily male clientele, and sales of related products and services, including sports attire, collectibles, memorabilia and specialty items.

Landlord acknowledges that such use does not violate any then existing exclusives granted to any existing tenant of Landlord. Landlord further acknowledges that during the term of this Lease or any extension thereof, Landlord will not lease space to a business similar to Tenant's business within the same shopping center or office building in which the Franchised Business is located. Privately owned full-service salons are agreed not to be a similar business.

Landlord represents and warrants that the Leased Premises does not violate any existing building code requirements and is properly zoned for its intended use.

2. Default of Tenant Under Lease. Landlord shall mail to Franchisor copies of any notice of default or termination it gives to Tenant concurrently with giving such notices to Tenant. If Tenant fails to cure any default within the period provided in the Lease, if any, Landlord shall give Franchisor immediate written notice of such failure to cure. Landlord shall thereupon offer to Franchisor, and Franchisor shall have the right to accept, an assignment of the Lease or a new lease containing the same terms and conditions as contained in the Lease, whichever Franchisor elects.

If Franchisor elects to continue the use of the Leased Premises under an assignment of the Lease or a new lease, it shall so notify Landlord in writing within thirty (30) days after it has received written notice from Landlord specifying the defaults Tenant has failed to cure within the grace period specified in the Lease. Upon receipt of such notice from Franchisor, Landlord shall promptly execute and deliver to Franchisor an assignment of the Lease or a new lease, whichever Franchisor requests, and Landlord shall deliver to Franchisor possession of the Leased Premises, free and clear of any rights of Tenant or any third party. Franchisor, before taking possession of the Leased Premises, shall promptly cure the defaults specified by Landlord in its notice to Franchisor and shall execute and deliver to Landlord its acceptance of the assignment of the Lease or of the new lease, as the case may be.

In the event that Franchisor elects to enter into a new lease with Landlord, Landlord shall do so upon terms and conditions no less favorable to Franchisor than those contained in the Lease.

3. Termination of the Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated for any reason during the term of the Lease or any extension thereof, Tenant, upon the written request of Franchisor, shall assign to Franchisor all of its rights, title and interest in and to the Lease. If Franchisor elects to accept the assignment of the Lease from Tenant, it shall give Tenant and Landlord written notice of its election to acquire the leasehold interest. Landlord hereby consents to the assignment of the Lease from Tenant to Franchisor, subject to Tenant's and/or Franchisor's curing any defaults of Tenant under the Lease before Franchisor takes possession of the Leased Premises. Alternatively, in the event of a termination of the Franchise Agreement, Franchisor may elect to enter into a new lease with Landlord containing terms and conditions no less favorable to Franchisor than as are contained in the Lease. Upon Landlord's receipt of written notice from Franchisor advising Landlord that Franchisor elects to enter into a new lease, Landlord shall execute and deliver such new lease to Franchisor for its acceptance. Landlord and Tenant shall deliver possession of the Leased Premises to Franchisor, free and clear of all rights of Tenant or third parties, subject to Franchisor's curing any defaults of Tenant, under the Lease, and executing an acceptance of the assignment of Lease or new lease, as the case may be.

Franchisor shall indemnify, defend and hold Landlord harmless from any attempt to terminate the Lease or dispossess Tenant from the Leased Premises based upon a termination of the Franchise Agreement.

4. Tenant's Agreement to Vacate Leased Premises. Tenant agrees to peaceably and promptly vacate the Leased Premises and (subject to Franchisor's right to acquire any such property pursuant to its Franchise Agreement with Tenant) to remove its personal property therefrom upon the termination of the Franchise Agreement or upon Tenant's failure to timely cure all of its defaults under the Lease. Any property not removed or otherwise disposed of by Tenant shall be deemed abandoned.

5. Delivery of Possession. If it becomes necessary for Landlord to pursue legal action to evict Tenant in order to deliver possession of the Leased Premises to Franchisor, Franchisor

shall, on receipt of written request therefore from Landlord, pay into an interest-bearing escrow account all amounts necessary to cure any default of Tenant's, pending delivery of the Leased Premises to Franchisor. If Landlord may not legally obtain possession of the Leased Premises or if Landlord is unable to deliver the Leased Premises to Franchisor within six (6) months from the date Franchisor notifies Landlord of its election to continue the use of the Leased Premises, then Franchisor shall have the right at any time thereafter to rescind its election to acquire a leasehold interest in the Leased Premises, and to terminate the Lease or any new lease between it and Landlord for the Leased Premises, whereupon all amounts deposited by Franchisor in escrow, together with the interest earned thereon, shall be returned forthwith to Franchisor, and Landlord shall release Franchisor from all of its obligations under the Lease or any new lease.

6. Amendment of Lease. Landlord and Tenant agree not to amend the Lease in any respect, except with the prior written consent of Franchisor.

7. Franchisor Not a Guarantor. Landlord acknowledges and agrees that notwithstanding any terms or conditions contained in this Addendum or any other agreement, Franchisor shall in no way be construed as a guarantor or surety of Tenant's obligations under the Lease. Notwithstanding the foregoing, in the event Franchisor becomes Tenant by assignment of the Lease in accordance with the terms hereof or enters into a new lease with Landlord, then Franchisor shall be liable for all of the obligations of the Tenant on its part to be performed or observed under the Lease or a new lease arising subsequent to the date Franchisor so becomes the Tenant and becomes obligated under the said assignment or new lease. Landlord agrees Franchisor will not become a guarantor unless an assignment of lease or separate document is executed by Franchisor stating Franchisor is agreeing to become guarantor of lease.

8. Document to Govern. The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between this Addendum and the Lease, the terms of this Addendum shall prevail.

9. No Hazardous Materials. Landlord warrants and represents that no part of the Leased Premises, including the walls, ceilings, structural portions, steel, flooring, pipes or boilers is wrapped, insulated, fire-proofed or surfaced with any asbestos-containing materials (hereinafter "ACM") or other hazardous materials as the same may be identified from time to time by applicable federal, state or local laws or regulations ("Hazardous Materials"), and that no ACM materials or Hazardous Materials will be present in, on or about the Leased Premises as of the date Tenant takes possession thereof.

10. Assignment and Subletting. Notwithstanding anything set forth in the Lease to the contrary, Tenant shall have the right to assign this Lease or any interest therein, or sublet the Leased Premises or any portion thereof without the consent of Landlord, to a corporation or entity that is

- (a) a parent, subsidiary, or affiliate of Tenant;
- (b) Tenant's Franchisor or any successor or affiliate thereof;
- (c) wholly owned by Tenant, Tenant's parent or a subsidiary of Tenant;
- (d) a corporation with which Tenant merges.
- (e) a result of a reorganization, or the surviving corporation of a business

- restructuring; or
(f) any bona fide franchisee of the Franchisor, and all renewal options (if any) and other material provisions of the Lease shall remain in force unchanged.

11. Special Provisions. Subject to Landlord's consent as to the method of installation, which consent shall not be unreasonably withheld, Tenant shall be permitted to install a small (36" diameter or less) satellite television antenna on the roof of the Premises, such installation to be at the sole expense of Tenant. Tenant will submit drawings to Landlord as to the method of installation prior to authorizing the antenna to be installed, and Tenant shall be responsible for any damage to the roof caused by such installation.

Tenant, as part of the standard Sport Clips signage plan shall be permitted to install the Store Front Vinyl or Plexiglas Window Sign Package as represented in Attachment "A" that describes the unique services and experiences offered by Sport Clips. These signs will be visible from the outside of the Premises. See Attachment "A" for sample of window sign package.

As part of the standard Sport Clips design package, Tenant may install in the waiting area of the store a large television (50" or larger) that may be visible from the exterior of the Premises.

12. Subordination. Landlord will subordinate its interest in the Tenant's equipment and personal property to any lender financing the same, and Landlord will further cooperate in executing all required documents to recognize such subordination.

13. Waiver. Failure of Franchisor to enforce or exercise any of its rights hereunder shall not constitute a waiver of the rights hereunder or a waiver of any subsequent enforcement or exercise of its rights hereunder.

14. Amendment of Agreement. This Agreement may be amended only in writing signed by all parties hereto.

15. Notices. All notices hereunder shall be sent by certified mail to Franchisor at 110 Sport Clips Way, Georgetown, Texas 78628 or to such other address(es) as Franchisor may, by written notice, designate.

16. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, successors, assigns and legal representatives.

17. Severability. If any provision of this Agreement or any part thereof is declared invalid by any court of competent jurisdiction, such act shall not affect the validity of this Agreement and the remainder of this Agreement shall remain in full force and effect according to the terms of the remaining provisions hereof.

18. Remedies. The rights and remedies created herein shall be deemed cumulative and no one of such rights or remedies shall be exclusive at law or in equity of the rights and remedies which Franchisor may have under this or any other agreement to which Franchisor and Tenant are parties.

19. Attorneys' Fees. If any action is instituted by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred in connection therewith.

20. Construction. This agreement shall be governed by and construed in accordance with the laws of the State in which the Leased Premises are located.

21. Certain Acknowledgements. Landlord and Tenant acknowledge and agree that all interior and exterior signage and related items (collectively the "Leased/Licensed Assets") are the sole property of Franchisor. Tenant shall have no right to pledge in any manner the Leased/Licensed Assets and Landlord shall have no right to place any lien on or make any claim on or to the Leased/Licensed Assets.

IN WITNESSS WHEREOF, the parties hereto have caused this Addendum to Lease to be executed the day and year first above written.

Landlord: _____

Witness:

By _____
Title _____
Date _____

Tenant: _____

Witness:

By _____
Title _____
Date _____

Sport Clips, Inc.:

G. Edward Logan, CEO & President, or Gordon B. Logan,
Chairman

Date _____

Attachment “A” Signage Examples

Window Signage and Store Hours on Front Door



Vinyl Appliqué



Plexiglas Sign



Store Hours

LANDLORD WAIVER

Landlord:

Premises:

Debtor:

Secured Party:

RECITALS

The Landlord is the owner and landlord of the Premises described above and now occupied by Debtor. The Secured Party has been, and may in the future be, requested to make secured loans to Debtor from time to time covering consumer goods, equipment, inventory, accessions and fixtures (collectively the Personal Property) which are already on the Premises, or which may hereafter be delivered to or installed on the Premises. The Secured Party has required the execution of this waiver as a condition precedent to making or continuing a loan to Debtor, and the Landlord acknowledges that benefits will insure to the undersigned because of the loan.

AGREEMENT

In consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Landlord hereby agrees as follows:

1. Landlord hereby waives as to the Secured Party all rights which the Landlord now has, or may hereafter have, under the laws of the state in which the Premises are located, or by virtue of any lease, mortgage or deed of trust affecting the Premises, now in effect or hereafter executed by Debtor, or to levy upon or distrain the Personal Property for rent, or to claim or assert title to or any interest in any of the Personal Property.
2. The Personal Property shall remain personal property notwithstanding its attachment to or installation on the Premises and none of the Personal Property shall become a fixture.
3. The Personal Property may be kept, installed, maintained, used and operated on the Premises, and the Secured Party's interest in the Personal Property shall be superior to any interest which the Landlord may now have, or hereafter may acquire in the Personal Property, by operation of law or otherwise.
4. In the event of a default by Debtor in the payment or performance of any of its obligations to the Secured Party, the Secured Party may (i) enter upon the Premises and remove the Personal Property or any part thereof from the Premises, or (ii) enter upon the Premises and maintain the Personal Property on the premises with full right of access thereto for a reasonable period of time for purposes of disposing of the same, either privately or publicly, provided the Secured Party pays any rent or other payments to the Landlord that the Debtor would have been required to pay during the same period under any rental or lease agreement or mortgage or deed of trust between Debtor and the Landlord. Except for payment of rent or other payments during periods in which it occupies the Premises, the Secured Party shall have no obligation for rent or any other payments or obligations of Debtor to the Landlord.
5. The Landlord warrants and represents that the legal description of the Premises is as set forth in Exhibit A, attached hereto and made part hereof.

6. This waiver shall insure to the benefit of the successors and assigns of the Secured Party and shall be binding upon the successors and assigns of Landlord, and upon any purchaser of the undersigned's interest in the Premises.

IN WITNESS WHEREOF, the undersigned has caused this waiver to be duly executed this _____ day of _____, 2025.

LANDLORD:

By: _____

Name: _____

Title: _____

Attachment C

Telephone Assignment Agreement

THIS TELEPHONE ASSIGNMENT AGREEMENT is made as of this _____ day of _____, 2025 by and between _____ (hereinafter the "Assignor") and Sport Clips, Inc., a Texas corporation (hereinafter the "Assignee").

WHEREAS, the Assignee has developed and owns the trademark "**Sport Clips;**"

WHEREAS, the Assignor has been granted a license to operate a Franchised Business pursuant to a Franchise Agreement in accordance with the System;

WHEREAS, in order to operate its Franchised Business, the Assignor shall be acquiring one or more telephone numbers, telephone listings and telephone directory advertisements;

WHEREAS, as a condition to the execution of the Franchise Agreement, the Assignee has required that the Assignor assign to the Assignee all of its right, title and interest in all telephone numbers, telephone listings and telephone directory advertisements, to the Franchisor;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Assignor hereby assigns to the Assignee all of its rights, title and interest in and to any telephone numbers, telephone listings and telephone directory advertisements that the Assignor uses in connection with the trademark "**Sport Clips.**"

2. Upon termination or expiration of the Sport Clips Franchise Agreement, the Assignee is authorized by the Assignor to present this Assignment Agreement to all relevant telephone companies and telephone directory companies for the purpose of obtaining control over all telephone numbers and telephone listings that are used in association with the trademark "**Sport Clips.**" The Assignee appoints the Assignor as the Assignee's attorney-in-fact, coupled with an interest, for this sole and express purpose.

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the day and year first written above.

Assignee
Sport Clips, Inc.

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman
Date _____

Assignor
Franchisee

Name

Date _____

Name

Date _____

Attachment D

Personal Guarantee

The undersigned Guarantor personally guarantees all obligations of the Franchisee under the foregoing Sport Clips Franchise Agreement dated _____, including all present and future amendments and addendums, between _____ as the Franchisee and Sport Clips, Inc. as the Franchisor. The undersigned hereby individually, personally and fully guarantee, and shall be primarily liable for the performance, debts and liabilities of the Franchisee incurred under the Franchise Agreement and specifically agree that the Franchisor may seek against the undersigned specific performance of the Franchisee's obligations under the Franchise Agreement, to the same extent as if the undersigned were named as the Franchisee.

The undersigned Guarantor each acknowledges that the Guarantor personally owns a beneficial interest in the Franchisee and, as an individual, is benefiting from benefits that accrue to the Franchisee under the Franchise Agreement. Accordingly, the Guarantor specifically agrees to be personally bound by all the covenants contained in Section XIV of the Franchise Agreement as if the Guarantor is named as the Franchisee in the Franchise Agreement.

The undersigned further agrees and acknowledges that this Guarantee is intended to be and constitutes an inducement for the acceptance and execution of the Franchise Agreement by the Franchisor.

Date _____

Date _____

Attachment E

Supplemental Pre-Opening Services Agreement

This Supplemental Pre-Opening Services Agreement is between Sport Clips, Inc. (the “Company”) and _____ (the “Franchisee”).

1. The Company and the Franchisee are parties to a Sport Clips Franchise Agreement dated _____, 2025.

2. In addition to the duties set forth in the Franchise Agreement, the Company shall provide one or more of the following supplemental services to the Franchisee prior to the opening of the Franchisee’s Location:

- a. Assistance with determining one or more suitable sites for the Location; provided, however, that the Franchisee shall ultimately use the Franchisee’s independent business judgment in determining whether or not to submit the Location to the Company for final approval.
- b. On-site, pre-opening supervision and assistance.
- c. Work with store designer(s) to develop the floor plan customized for the Location.
- d. Assistance with locating a qualified architect in the event a registered architect or engineer is required by either the landlord or a government authority to review and approve the building plans, and coordinate with the architect or engineer.
- e. Solicitation of construction bids from one or more general contractors. The Company shall compare and analyze the bids and submit the bids to the Franchisee for final approval and selection of a General Contractor (the “GC”).
- f. Coordination of signage for the Location’s storefront upon being provided by the Franchisee of sign specifications for the Location, including the required colors (if any). The Company shall submit the sign specifications to one or more sign contractors and analyze and compare the bids. The Franchisee shall have final approval of the sign contractor.
- g. Coordination with the GC prior to and at the commencement of the construction of the Location. The Franchisee shall remain responsible for obtaining from the GC a certificate of insurance as required by the Franchise Agreement.
- h. Schedule and coordinate an analysis of each proposed real estate location.

3. The Company shall visit the Location at least once during the construction phase to monitor progress and to verify workmanship and compliance with the plans. Upon completion of work by the GC, the Company shall inspect the Location and prepare an itemized project list of completed and uncompleted tasks and forward a copy of the list to the Franchisee and to the GC.

4. The Company shall assist the Franchisee with ordering and stocking initial inventory.

5. For the services provided under this Supplemental Pre-Opening Services Agreement, the Franchisee shall pay the Company, in addition to the initial franchisee fee, the sum of \$5,000 for Franchisee's first store to open; \$4,000 for Franchisee's second store to open; and, \$3,000 each for Franchisee's third and subsequent stores to open.

6. In the Company's sole discretion, the Company may assign its obligations under this Supplemental Pre-Opening Services Agreement to an Area Developer.

Sport Clips, Inc.

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman

Date_____

Franchisee

Name

Date_____

Name

Date_____

Multi-Unit Development Amendment to the Sport Clips Franchise Agreement

This Multi-Unit Development Agreement Amendment to the Sport Clips Franchise Agreement is entered into by Sport Clips, Inc. (the "Franchisor") and _____ (the Franchisee").

The Franchisor and the Franchisee have entered into a Sport Clips Franchise Agreement for the establishment of an original Sport Clips franchised Unit. The Franchisee wishes to obtain from the Franchisor the non-exclusive right to develop additional Sport Clips units (hereinafter referred to as "Additional Units") within the Territory described on Schedule A in accordance with the terms contained in this Amendment. The parties therefore agree as follows:

1. Section III.A.1 of the Franchise Agreement is amended to provide that the initial franchise fee for the Location shall be thirty thousand dollars (\$30,000.00), the initial franchise fee for the second Additional Unit on Schedule A shall be twenty-four thousand five hundred dollars (\$24,500.00), and the initial franchise fee for the third Additional Unit on Schedule A shall be fifteen thousand dollars (\$15,000.00).

2. Upon execution of this Amendment, the Franchisee shall pay to the Franchisor, in addition to the initial franchise fee for the Franchisee's original Sport Clips franchise unit, the initial franchise fees for each Additional Unit identified on Schedule A. No payment to the Franchisor under this paragraph is refundable under any circumstances.

3. No Additional Unit shall be opened, nor shall the original Sport Clips franchised Unit, be opened, until the Franchisee has executed the then-current Sport Clips Franchise Agreement for that Unit. The rights granted by this Amendment are not assignable by the Franchisee.

4. The Franchisee agrees to seek site approval for each Additional Unit and open each Additional Unit within the time set forth in Schedule A. Upon receiving site approval from the Franchisor for a scheduled Additional Unit, the Franchisee shall, after ten business days of receipt of the Franchisor's then-current Disclosure Document, execute the then-current Sport Clips Franchise Agreement for that Additional Unit.

5. In the event the Franchisee fails to open a scheduled Additional Unit within the time set forth on Schedule A, and upon thirty (30) days written notice and opportunity to cure, the Franchisee shall forfeit the initial franchise fees paid upon the execution of this Addendum for any other Additional Units.

6. A default under any Sport Clips Franchise Agreement that is not cured by the Franchisee upon receipt of notice from the Franchisor shall be a default under this Agreement. Termination of any Sport Clips Franchise Agreement between the Franchisor and the Franchisee shall result in termination of this Agreement.

7. Each Additional Store opened by the Franchisee shall conform to the store design and trade dress of the Franchisor in existence at the time the Additional store is opened.

Sport Clips, Inc.

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman

Date_____

Franchisee

Name

Date_____

Name

Date_____

SCHEDULE A

SPORT CLIPS MULTI-UNIT DEVELOPMENT AMENDMENT

The Territory under this Sport Clips Multi-Unit Development Amendment shall consist of the following boundaries: _____

_____ .

In addition to Sport Clips franchise described in the Franchise Agreement, the Franchisee agrees to open and operate within the Territory Additional Units as set forth below.

<u>Unit Number</u>	<u>Date for Store to Open</u>	<u>Fee</u>
Second Unit		\$24,500.00
Third Unit		\$15,000.00

(Additional if necessary)

Sport Clips, Inc.

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman
Date _____

Franchisee

Name

Date _____

Name

Date _____

Release Upon Renewal of Franchise Agreement

_____ (the "Franchisee") hereby absolutely and unconditionally releases and forever discharges Sport Clips, Inc., its subsidiaries, affiliates, successors, assigns and associated companies, their respective officers, employees and directors, and their respective heirs, successors, assigns (collectively, "SCI"), jointly and severally, of and from any and all manner of claims, actions, causes of action, contracts, agreements and demands whatsoever ("Actions"), from the beginning of time to the effective date of this Release, which arise out of or under the Sport Clips Franchise Agreement, or are otherwise incidental to or arise out of any transaction or course of dealing between or among the Franchisee and SCI with respect to the franchise relationship. The Franchisee further agrees to indemnify and hold SCI harmless from and against any Actions by officers, directors or employees of the Franchisee and from and against any and all Actions asserted or instituted by any party against SCI and related to Franchisee's operation of a Sport Clips franchise at any time through the effective date of this Release.

This Release shall be effective as of _____.

Franchisee

Name

Date _____

Name

Date _____

Individuals

Name

Date _____

Name

Date _____

EXHIBIT E
AGREEMENT TO GUARANTY LEASE

Agreement to Guaranty Lease

This Agreement is between Sport Clips, Inc. ("SCI"), a Texas corporation, _____, (the "Franchisee"), and _____ (the "Primary Guarantors").

1. The Franchisee has signed a Sport Clips Franchise Agreement for a Sport Clips franchised store. The Franchisee has identified an available space located at _____ (the "Location") to operate the Sport Clips franchised store, and the franchisor, Sport Clips, Inc., has approved the Location for the Franchisee's store.

2. The Franchisee's shareholders, if the Franchisee is a corporation, the Franchisee's members, if the Franchisee is a limited liability corporation, or each of the Franchisee's partners, if the Franchisee is a partnership, are each referred to in this Agreement as the "Primary Guarantors."

3. The landlord for the Location has determined that the landlord will not permit the Franchisee or the Primary Guarantors sign a lease (the "Lease") for the Location without the guaranty of a third party acceptable to the landlord. Provided the landlord accepts SCI's guaranty on the Lease, SCI shall guaranty the Lease for the benefit of the Franchisee and the Primary Guarantors, provided the Franchisee and the Primary Guarantors agree to the covenants and conditions contained in this Agreement.

4. As partial consideration for SCI's guaranty of the Lease, the Franchisee shall pay to SCI the sum of \$_____, which shall be deemed fully earned and non-refundable upon the landlord's acceptance of SCI's guaranty.

5. Each Primary Guarantor shall guaranty the Lease, and the Franchisee and the Primary Guarantors each covenants and agrees that they shall be primarily liable and responsible for all amounts due under the Lease and fulfillment of all terms and conditions of the Lease. Each Guarantor covenant and warrant that he or she has read the Lease and has had the opportunity to consult with an attorney or other business advisor before executing this Agreement.

6. The Franchisee shall strictly adhere to and perform each and every covenant contained in the Lease. In the event the Franchisee defaults under the Lease, and the landlord seeks payment from SCI as a guarantor, the Franchisee and the Primary Guarantors agree that the Primary Guarantors shall be primarily liable for all amounts owed to the landlord under the Lease, and the Primary Guarantors shall promptly make payment as required. In the event SCI is required to pay to the landlord, as a result of SCI's guaranty of the Lease, any amount due under the Lease, the Franchisee and the Primary Guarantors shall promptly reimburse SCI. The Franchisee's and the Primary Guarantors' obligation to reimburse SCI under this Agreement shall be unconditional, immediate, and without notice, and without regard to any claims that the Franchisee or the Primary Guarantors have or may have against the landlord of the Location.

7. In the event SCI is required to pay to the landlord, as a result of SCI's guaranty of the Lease, any amount due under the Lease, in addition to reimbursing SCI for the amount SCI is required to pay the landlord, and in addition to any other rights and remedies that SCI may have, the Franchisee and the Primary Guarantors shall pay to SCI as liquidated damages, and not as a penalty, a sum equal to two (2) months of rent under the Lease.

8. The Franchisee and the Primary Guarantors shall indemnify Sport Clips, Inc. from any all claims, causes of actions, and liability that from the Franchisee's failure to perform any obligation under the Lease, including, but not limited to, the payment of rent, late fees, taxes, insurance, maintenance fees, and attorney fees.

9. The Franchisee and the Primary Guarantors hereby grant to SCI a security interest in the Franchisee's fixtures, equipment and inventory maintained by the Franchisee at the Location, subject only to any purchase money liens that may be held by a bank or financing institution. The Franchisee and the Primary Guarantors hereby authorize SCI to file with the applicable state authorities any statutory papers perfecting SCI's security interest, including a UCC-1 financing statement.

10. The Franchisee shall operate only a Sport Clips store at the Location and shall not use the premises of the Location for any other business or activity. The Franchisee shall not sublet the premises at the Location or assign the Lease to any third party, except with the written consent of SCI.

11. Neither the Franchisee nor the Primary Guarantors shall amend the Lease with the landlord in any manner without the prior written consent of SCI.

12. In the event the Franchise Agreement between the Franchisee and Sport Clips, Inc. is terminated for any reason, the Franchisee shall, upon SCI's request, assign the Lease to SCI or to SCI's designee. By signing this Agreement, the Primary Guarantors agree to the assignment, upon SCI's demand, of the Lease to SCI or SCI's designee, and waive all rights they may have under the Lease.

13. Nothing in this Agreement shall be construed as an opinion of SCI on the suitability of the Location for the Franchisee's Sport Clips franchised store, or an opinion on or warranty of any profit potential that the Franchisee may realize at the Location. The Franchisee and the Primary Guarantors each covenant and warrant that each has performed an independent business analysis of the Location and is entering into the Lease based upon their own business judgment and decision-making process.

14. This Agreement is entered into in Georgetown, Texas, and shall be construed and interpreted according to the laws of the state of Texas. Any litigation arising under this Agreement shall be heard by a court of competent jurisdiction located in Williamson County, Texas, or by a federal court in the Central District of Texas. If an action is instituted by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs

See next page for signature.

Sport Clips, Inc.

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman
Date_____

Franchisee

Name

Date_____

Name

Date_____

Primary Guarantors

Name

Date_____

Name

Date_____

EXHIBIT F
AGREEMENT TO GUARANTY LOAN

Agreement to Guaranty Loan

This Agreement is between Sport Clips, Inc. ("SCI"), a Texas corporation, _____, (the "Franchisee"), and _____ (the "Primary Guarantors").

1. The Franchisee has signed a Sport Clips Franchise Agreement for a Sport Clips franchised store. The Franchisee has identified an available space located at _____ (the "Location") to operate the Sport Clips franchised store, and the franchisor, Sport Clips, Inc., has approved the Location for the Franchisee's store.

2. The Franchisee's shareholders, if the Franchisee is a corporation, the Franchisee's members, if the Franchisee is a limited liability corporation, or each of the Franchisee's partners, if the Franchisee is a partnership, are each referred to in this Agreement as the "Primary Guarantors."

3. The Franchisee has applied for a loan in the amount of \$ _____ (the "Loan") to open a store at the approved location, and the prospective lender _____ ("Lender") has determined that it will not make the Loan without the guaranty of a third party acceptable to Lender. Provided Lender accepts SCI's guaranty of the Loan, SCI shall guaranty the Loan for the benefit of the Franchisee and the Primary Guarantors, provided the Franchisee and the Primary Guarantors agree to the covenants and conditions contained in this Agreement.

4. As partial consideration for SCI's guaranty of Loan, the Franchisee shall pay to SCI 5% of the Loan amount or the sum of \$ _____, which shall be deemed fully earned and non-refundable upon the funding of the Loan.

5. Each Primary Guarantor shall guaranty the Loan, and the Franchisee and the Primary Guarantors each covenants and agrees that they shall be primarily liable and responsible for all amounts due under the Loan and fulfillment of all terms and conditions of the Loan. Each Guarantor covenant and warrant that he or she has read the Loan and has had the opportunity to consult with an attorney or other business advisor before executing this Agreement.

6. The Franchisee shall strictly adhere to and perform each and every covenant contained in the Loan. In the event the Franchisee defaults under the Loan, and the Lender seeks payment from SCI as a guarantor, the Franchisee and the Primary Guarantors agree that the Primary Guarantors shall be primarily liable for all amounts owed to the Lender under the Loan, and the Primary Guarantors shall promptly make payment as required. In the event SCI is required to pay to the Lender, as a result of SCI's guaranty of the Loan, any amount due under the Loan, the Franchisee and the Primary Guarantors shall promptly reimburse SCI. The Franchisee's and the Primary Guarantors' obligation to reimburse SCI under this Agreement shall be unconditional, immediate, and without notice, and without regard to any claims that the Franchisee or the Primary Guarantors have or may have against the Lender.

7. In the event SCI is required to pay to the landlord, as a result of SCI's guaranty of the Loan, any amount due under the Loan, in addition to reimbursing SCI for the amount SCI is required to pay the Lender, and in addition to any other rights and remedies that SCI may have, the Franchisee and the Primary Guarantors shall pay to SCI as liquidated damages, and not as a penalty, a sum equal to two (2) months payments under the Loan.

8. The Franchisee and the Primary Guarantors shall indemnify Sport Clips, Inc. from any all claims, causes of actions, and liability that from the Franchisee's failure to perform any obligation under the Loan, including, but not limited to, the payment of rent, late fees and attorney fees.

9. The Franchisee and the Primary Guarantors hereby grant to SCI a security interest in the Franchisee's fixtures, equipment and inventory maintained by the Franchisee at the Location, subject only to any purchase money liens that may be held by a bank or financing institution. The Franchisee and the Primary Guarantors hereby authorize SCI to file with the applicable state authorities any statutory papers perfecting SCI's security interest, including a UCC-1 financing statement.

10. The Franchisee shall operate only a Sport Clips store at the Location and shall not use the premises of the Location for any other business or activity. The Franchisee shall not sublet the premises at the Location or assign the Lease to any third party, except with the written consent of SCI.

11. Neither the Franchisee nor the Primary Guarantors shall amend the Loan with the Lender in any manner without the prior written consent of SCI.

12. In the event the Franchise Agreement between the Franchisee and Sport Clips, Inc. is terminated for any reason, the Franchisee shall, upon SCI's request, assign the Lease for the Location to SCI or to SCI's designee. By signing this Agreement, the Primary Guarantors agree to the assignment, upon SCI's demand, of the Lease to SCI or SCI's designee, and waive all rights they may have under the Lease.

13. Nothing in this Agreement shall be construed as an opinion of SCI on the suitability of the Location for the Franchisee's Sport Clips franchised store, or an opinion on or warranty of any profit potential that the Franchisee may realize at the Location. The Franchisee and the Primary Guarantors each covenant and warrant that each has performed an independent business analysis of the Location and is entering into the Lease and this Loan based upon their own business judgment and decision-making process.

14. This Agreement is entered into in Georgetown, Texas, and shall be construed and interpreted according to the laws of the state of Texas. Any litigation arising under this Agreement shall be heard by a court of competent jurisdiction located in Williamson County, Texas, or by a federal court in the Central District of Texas. If an action is instituted by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs

Sport Clips, Inc.

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman
Date _____

Franchisee

Name

Date _____

Name

Date _____

Primary Guarantors

Name

Date _____

Name

Date _____

EXHIBIT G
RESALE ASSISTANCE AGREEMENT

Resale Assistance Agreement

This Resale Assistance Agreement is between Sport Clips, Inc. ("SCI") and _____
_____ (collectively referred to as the "Franchisee").

1. The Franchisee owns one or more Sport Clips franchised stores and has notified SCI that Franchisee wishes to sell the store(s) located at _____
_____ (collectively referred to as the "Store").

2. In the event a prospective franchisee is communicating with SCI and expresses an interest in purchasing an open and operating Sport Clips store in the area of the Store, SCI may, at its option, provide the prospect with any sales data, real estate information and lease information SCI has regarding the Store. In addition, SCI may, at its sole option, refer that prospect to the Franchisee for further discussion directly between the prospect and the Franchisee.

3. In the event the Franchisee provides a prospective buyer with financial information regarding profitability of the Store, the Franchisee warrants that the information will be truthful and accurate. SCI may provide a prospective buyer with the gross sales history reported by the Franchisee to SCI for Store, but SCI shall not provide profitability data with any prospective buyer on behalf of the Franchisee.

4. In the event a Business Broker refers to the Franchisee or to SCI a prospective buyer who buys the Store from the Franchisee, the Franchisee shall pay to the Business Broker the standard fee that the Business Broker charges for similar stores. As of the date of signing this Agreement, the average fee charged by a Business Broker is forty thousand, dollars (\$40,000.00). The fee payable to the Business Broker shall be payable upon the sale of the Store and shall be paid from the sales proceeds at the time of the closing.

5. Upon the sale of the Store, the Franchisee shall pay to SCI a resale assistance fee equal to five percent (5%) of the sales price paid by the buyer. In no event, however, shall the resale assistance fee be less than five thousand dollars (\$5,000.00) or greater than ten thousand dollars (\$10,000.00).

6. Nothing in this Agreement shall be construed as a guaranty or warranty by SCI that a buyer will be found for the Store or that a buyer will purchase the Store. The Franchisee hereby absolutely and unconditionally releases Sport Clips, Inc., its affiliates, successors, and assigns, and their respective officers, employees and directors, from any and all claims, causes of action, whether known or unknown, and of whatever kind or nature from the beginning of time to the effective date of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement and agree that the effective date shall be _____, 2025.

Sport Clips, Inc.

G. Edward Logan, CEO & President
or Gordon B. Logan, Chairman
Date _____

Franchisee

Name

Date _____

Name

Date _____

Individual

Name

Date _____

Name

Date _____

State Effective Dates

The following states require that the Disclosure Document be registered or filed with the state or be exempt from registration: California, Florida, 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, exempt from registration, or otherwise effective in the following states with franchise registration and disclosure (or business opportunity) laws as of the dated listed below:

State	Effective Date
California	April 1, 2025 (Exemption)
Hawaii	Pending
Illinois	April 1, 2025
Indiana	April 1, 2025
Maryland	Pending (Exemption)
Michigan	April 1, 2025
Minnesota	Pending
New York	April 1, 2025
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending (Exemption)
Washington	Pending (Exemption)
Wisconsin	April 1, 2025

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document all agreements carefully.

If Sport Clips, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Sport Clips, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in Exhibit A to this Disclosure Document.

The franchisor is Sport Clips, Inc., 110 Sport Clips Way, Georgetown, Texas 78628. Its telephone number is (512) 869-1201.

Issuance date: April 1, 2025.

The person making this offering for Sport Clips, Inc. is _____. The name, address, and telephone number of each franchise seller offering the franchise (other than employees and Area Developers of Sport Clips, Inc.) will be added in the space above before you buy the franchise, and a copy of the supplemented Receipt will be sent to you.

Sport Clips, Inc. authorizes the respective state agencies identified in Exhibit A to receive service of process for it in the particular state.

I received a Disclosure Document dated April 1, 2025 that included the following Exhibits:

List of State Administrators and Registered Agents	Exhibit A
List of Current Sport Clips Franchisees and Area Developers.....	Exhibit B
Financial Statements	Exhibit C
Sport Clips Franchise Agreement	Exhibit D
Agreement to Guaranty Lease	Exhibit E
Agreement to Guaranty Loan.....	Exhibit F
Resale Assistance Agreement	Exhibit G

Franchisee Signature

Date_____

Name and Address (Please Print)

Franchisee Signature

Date_____

Name and Address (Please Print)

You may return the signed receipt either by signing, dating, and mailing it to Sport Clips, Inc. at 110 Sport Clips Way, Georgetown, Texas 78628, or by faxing a copy of the signed and dated receipt to Sport Clips, Inc. at (512) 869-0366.

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