

EXHIBIT H

Contours **Express**®
The Better Idea in Women's Gyms!™

**State Specific
Addendum**

CONTOURS EXPRESS, LLC
156 IMPERIAL WAY
NICHOLASVILLE, KENTUCKY 40356
(877) 227-2282
WWW.CONTOURSEXPRESS.COM

STATE OF CALIFORNIA
ADDENDUM TO UFOC

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination and non-renewal of a franchise. If the license agreement contains a provision that is inconsistent with the law, the law still controls.
2. The license 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.).
3. The license agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
4. The license agreement requires application of the laws of Kentucky. This provision may not be enforceable under California law.
5. Neither the Franchisor nor any person or franchise broker identified in Item 2 of the Offering Circular is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.
6. Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.
7. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.
8. You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
9. THE FRANCHISE AGREEMENT REQUIRES BINDING ARBITRATION. THE ARBITRATION WILL OCCUR IN KENTUCKY, OR SUCH OTHER PLACE DESIGNATED BY THE FRANCHISOR, WITH THE COSTS BEING BORNE BY THE PARTY INSTITUTING THE ARBITRATION PROCEDURE, AND EACH PARTY BEING RESPONSIBLE FOR THEIR OWN ATTORNEY'S FEES; HOWEVER, THE ARBITRATOR HAS THE DISCRETION TO AWARD COSTS OF THE ARBITRATION, INCLUDING REASONABLE ATTORNEYS FEES AGAINST

EITHER OR BOTH PARTIES IN SUCH PROPORTION AS THE ARBITRATORS DETERMINE. 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 PROCEDURES SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA.

**ADDENDUM TO UNIFORM FRANCHISE OFFERING CIRCULAR
OF CONTOURS EXPRESS, INC.
FOR THE STATE OF ILLINOIS**

THIS ADDENDUM TO THE UNIFORM FRANCHISE OFFERING CIRCULAR (“Addendum”), sets forth modifications to the Uniform Franchise Offering Circular (“UFOC”) for purposes of offering franchises in the State of Illinois (the “State”).

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises;
and

2. WHEREAS, CONTOURS EXPRESS desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the UFOC is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. ITEM 17 is modified by adding the following paragraph:

The conditions under which the franchise can be terminated and Franchisee=s rights upon non-renewal may be affected by Illinois Law (815 ILCS 705/19 and 705/20).

2. ITEM 17 is modified by adding the following paragraph:

Illinois law (815 ILCS 705/4) provides that: “Any provision in the franchise agreement that designates jurisdiction or venue in a forum outside of this State is void provided that a franchise agreement may provide for arbitration in a forum outside of this State.”

3. ITEM 17 is modified by adding the following paragraph:

Illinois law (815 ILCS 705/41) provides that: “Waivers void. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.”

4. ITEM 17 is modified by adding the following paragraph:

“The laws of the State of Illinois will govern the interpretation and enforcement of the Franchise Agreement.”

5. The reference to 10 business days on the Receipt Pages shall be replaced with a reference to 14 days.

**EXHIBIT "H" TO FRANCHISE OFFERING CIRCULAR
STATE SPECIFIC ADDENDUM
FOR CONTOURS EXPRESS, LLC
FOR THE STATE OF MARYLAND**

THIS ADDENDUM TO THE UNIFORM FRANCHISE OFFERING CIRCULAR ("Addendum"), sets forth modifications to the Uniform Franchise Offering Circular ("UFOC") for purposes of offering franchises in the State of Maryland (the "State").

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises; and

2. WHEREAS, CONTOURS EXPRESS desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the UFOC is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. ITEM 17 is modified by adding the following paragraph:

If the Franchise Agreement requires you to sign a general release of claims as a condition of the sale, transfer or renewal of the franchise, such release will not apply to any claims that arise under the Maryland Franchise Law.

2. ITEM 17 is modified by adding the following paragraph:

If the Franchise Agreement requires you to agree to a period of limitations less than 3 years, the period of limitations less than 3 years shall not apply to any claims arising under the Maryland Franchise Law.

3. ITEM 17 is modified by adding the following paragraph:

If the Franchise Agreement requires you to sue in a state other than Maryland, you can still file a civil lawsuit in Maryland alleging a violation of the Maryland Franchise Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

EXHIBIT H
ADDENDUM TO UNIFORM FRANCHISE OFFERING CIRCULAR
OF CONTOURS EXPRESS, LLC
FOR THE STATE OF MINNESOTA

THIS ADDENDUM TO THE UNIFORM FRANCHISE OFFERING CIRCULAR (“Addendum”), sets forth modifications to the Uniform Franchise Offering Circular (“UFOC”) for purposes of offering franchises in the State of Minnesota (the “State”).

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises; and

2. WHEREAS, CONTOURS EXPRESS desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the UFOC is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. ITEM 17 is modified by adding the following paragraph:

Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

2. ITEM 17 is modified by adding the following paragraph:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular 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 the jurisdiction.

3. ITEM 12 is modified by adding the following paragraph:

The franchisor will protect the franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Contours Express name.

4. ITEM 17 is modified by adding the following paragraph:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

5. Minn. Rule 2860.4400D prohibits a franchisee to assent to a general release. Any release assented to by a franchisee must exclude claims under the Minnesota Franchise Law.

6. Notwithstanding the provisions of Section 17.11 of the Franchise Agreement, any limitations of claims must comply with Minn. Stat. §80C.17, Subd. 5.

**ADDENDUM TO UNIFORM FRANCHISE OFFERING CIRCULAR
OF CONTOURS EXPRESS, LLC
FOR THE STATE OF NEW YORK**

THIS ADDENDUM TO THE UNIFORM FRANCHISE OFFERING CIRCULAR (“Addendum”), sets forth modifications to the Uniform Franchise Offering Circular (“UFOC”) for purposes of offering franchises in the State of New York (the “State”).

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises; and

2. WHEREAS, CONTOURS EXPRESS desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the UFOC is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. ITEM 3 is modified to read as follows:

Neither we, nor our predecessors, nor any person identified in Item 2, nor an affiliate offering franchises under our principal trademark:

- A. 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 conversation, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, there are no pending actions against us or any person or entity referred to above.
- B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.
- C. 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 is subject to any currently effective order of any 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..

2. ITEM 4 is modified to read as follows:

Neither we, nor our affiliates, predecessors, officers or general partners, during the 10-year period immediately before the date of the offering circular:

- A. Filed as a 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 the officer or general partner of the franchisor held this position in the company or partnership.

3. ITEM 17 is modified as follows:

The following language is hereby inserted in the column opposite provision d.: "The franchisee may terminate the agreement upon any grounds available by law."

4. ITEM 1 is modified to add the following:

Additional Industry Specific Regulations: You acknowledge that you must comply with the bonding, escrow and other requirements of New York's General Business Law, Section 622-a.

**ADDENDUM TO UNIFORM FRANCHISE OFFERING CIRCULAR
OF CONTOURS EXPRESS, LLC
FOR THE STATE OF NORTH DAKOTA**

THIS ADDENDUM TO THE UNIFORM FRANCHISE OFFERING CIRCULAR ("Addendum"), sets forth modifications to the Uniform Franchise Offering Circular ("UFOC") for purposes of offering franchises in the State of **North Dakota** (the "State").

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises; and

2. WHEREAS, **Contours Express, LLC** desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the UFOC is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. The Summary in ITEM 17(c) is hereby amended to read as follows: "Give written notice of renewal, sign new agreement."

2. The Summary in ITEM 17(i) is hereby deleted in its entirety and replaced with the following: "Obligations include complete de-identification and payment of amounts due."

3. The following is added to the Summary in ITEM 17(r): "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota".

4. The Summary in ITEM 17(u) is hereby deleted in its entirety and replaced with the following: "The Company has the right to sue to collect sums due to it, for matters affecting its rights relating to the Marks, and for preliminary injunctive relief. All other disputes that cannot be amicably settled will be determined by binding arbitration."

5. The Summary in ITEM 17(v) is hereby deleted in its entirety and replaced with the following: "The Franchise Agreement provides that arbitration shall take place at a location mutually acceptable to all parties. If the parties cannot agree on the location of arbitration, arbitration shall take place in the County in which the Franchise Unit is located."

6. The Summary in ITEM 17(w) is hereby deleted in its entirety and replaced with the following: "North Dakota law governs the interpretation of the Franchise Agreement."

**ADDENDUM TO UNIFORM FRANCHISE OFFERING CIRCULAR
OF CONTOURS EXPRESS, LLC
FOR THE STATE OF RHODE ISLAND**

THIS ADDENDUM TO THE UNIFORM FRANCHISE OFFERING CIRCULAR (“Addendum”), sets forth modifications to the Uniform Franchise Offering Circular (“UFOC”) for purposes of offering franchises in the State of Rhode Island (the “State”).

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises; and

2. WHEREAS, CONTOURS EXPRESS desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the UFOC is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. ITEM 17 is modified by adding the following paragraph:

§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.”

**ADDENDUM TO UNIFORM FRANCHISE OFFERING CIRCULAR
OF CONTOURS EXPRESS, LLC
FOR THE STATE OF SOUTH DAKOTA**

THIS ADDENDUM TO THE UNIFORM FRANCHISE OFFERING CIRCULAR (“Addendum”), sets forth modifications to the Uniform Franchise Offering Circular (“UFOC”) for purposes of offering franchises in the State of South Dakota (the “State”).

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises; and

2. WHEREAS, CONTOURS EXPRESS, INC. desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the UFOC is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. ITEM 17 is modified by adding the following paragraph:

South Dakota law (Section 37-5A-51.1 provides that: “Any provision in the 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 chapter.”

STATE OF WASHINGTON
ADDENDUM TO UFOC

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.

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

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