

**EXHIBIT H TO THE OFFERING CIRCULAR**  
**TERRITORY AMENDMENT**





This HUNTINGTON LEARNING CENTERS, INC. TERRITORY AMENDMENT (the "Amendment") is made and entered into on \_\_\_\_\_ (the "Amendment Date") between HUNTINGTON LEARNING CENTERS, INC., (the "Franchisor"), a corporation incorporated in Delaware with principal business address at 496 Kinderkamack Road, Oradell, New Jersey 07649 or its successors and assigns, and you, the Franchisee, \_\_\_\_\_ a (insert one of individual (s), corporation, partnership, or limited liability company) \_\_\_\_\_. "You" and "Franchisee" as used in this Amendment mean the individuals, corporation, partnership, or limited liability company referred to as the Franchisee in this paragraph of this Amendment.

Based upon the representations, warranties, and covenants in this Amendment and subject to this Amendment, you and the Franchisor agree as follows:

1. **Franchise.** You and the Franchisor have entered into that certain franchise agreement (the "Franchise Agreement") dated \_\_\_\_\_ regarding the operation of a Huntington Learning Center (the "Franchised Center"). The term of this Amendment begins on the Amendment Date and shall be for the unexpired term of the Franchise Agreement, unless sooner terminated according to the terms of the Franchise Agreement.
2. **Status.** Indicate your status by recording either "YES" or "NA" in each of the appropriate boxes below and by affixing your signature next to each such box.

| Status   | If applicable, print "YES"; if not applicable, print "NA" | Signature |
|--|---|-----------|
| I/We are renewing a Franchisor franchise agreement that had a territory.       |   |           |
| I/We are an assignee of a Franchisor franchise agreement that had a territory. |   |           |

3. **Election.** If you responded YES to either conditions in Paragraph 2 above, the Franchisor grants you the right, at your option, indicated by your signature immediately below in Paragraph 3.1 or 3.2, as set forth below, (i) to continue operating your Franchised Center within the geographic area described in Exhibit A to this Amendment (the "Territory"), pursuant to the terms and conditions set forth in the Franchise Agreement and this Amendment, or (ii) to elect not to continue your Territory and instead opt for the Exclusive Area described in the Franchise Agreement.

3.1. **Include Territory.** If you elect to include a Territory in the Franchise Agreement by signing immediately below this Paragraph 3.1, then you and the Franchisor agree as follows: to be bound by the Franchise Agreement and this Amendment; you shall operate your Franchised Center only from a single location within the boundaries of the Territory that is described and defined in Exhibit A to this Amendment by map or written description; if any portion of your Territory's boundary can be interpreted in more than one way, then the interpretation producing the smallest geographic area shall apply; the Franchisor has not made, and does not make, any representation or forecast about your Territory or the success or profitability of your Franchised Center in it. The description of the Territory is attached to Exhibit A of this Amendment and made a part hereof. Your Territory's name is \_\_\_\_\_.

I/We accept, and do hereby include, a Territory in the Franchise Agreement.

|            |           |       |
|------------|-----------|-------|
| Print name | Signature | Title |
| Print name | Signature | Title |
| Print name | Signature | Title |

3.2. Do Not Include Territory. By signing immediately below this Paragraph 3.2, you elect not to include a Territory in the Franchise Agreement and instead opt for the Exclusive Area as described in the Franchise Agreement.

I/We decline, and do not hereby, include a Territory in the Franchise Agreement.

|            |           |       |
|------------|-----------|-------|
| Print name | Signature | Title |
| Print name | Signature | Title |
| Print name | Signature | Title |

IF PURSUANT TO PARAGRAPH 3.2 YOU DECLINED TO AMEND THE FRANCHISE AGREEMENT TO INCLUDE A TERRITORY, AND INSTEAD OPTED FOR THE EXCLUSIVE AREA AS DESCRIBED IN THE FRANCHISE AGREEMENT, AND YOU HAVE SIGNED WHERE INDICATED IN PARAGRAPH 3.2 ABOVE, THEN PARAGRAPH 4 OF THIS AMENDMENT SHALL NOT APPLY OR AFFECT IN ANY WAY YOUR OR THE FRANCHISOR'S RIGHTS AND OBLIGATIONS UNDER THE FRANCHISE AGREEMENT.

4. **Amendment to Franchise Agreement.** If you have executed this Amendment and have elected to include a Territory in the Franchise Agreement, your Franchise Agreement shall be amended as described in Paragraphs 4.1 to 4.9 hereof as follows:

4.1. Each reference to "Exclusive Area" in the Franchise Agreement shall be deemed to mean "Territory," except as otherwise amended in this Amendment.

4.2. Paragraph 1.17 of the Franchise Agreement is deleted in its entirety, and replaced with the following language:

1.17 **Territory.** "Territory" shall mean the geographic area selected by you and approved by Huntington within which you shall operate one Huntington Learning Center, as described and defined by map or written description in Exhibit A to the Territory Amendment executed by you and the Franchisor on or about the Agreement Date; if any portion of your Territory's boundary can be interpreted in more than one way, then the interpretation producing the smallest geographic area shall apply.

4.3. Paragraph 3.1.7 of the Franchise Agreement is deleted in its entirety, and replaced with the following language:

3.1.7 Before the Expiration Date, you execute the Renewal Agreement, which shall supersede completely this Agreement and may contain terms, obligations, Continuing Royalty, Advertising Fee, and other fees and expenses significantly different from, in addition to, and less favorable to you than, those in this Agreement. The Renewal Agreement shall not require payment of an Initial Franchise Fee in addition to the Renewal Franchise Fee. If you renew as described in this Paragraph 3, the Franchisor shall execute the Renewal Agreement and, after the Expiration Date, shall deliver one fully executed copy to you;

4.4. Paragraph 3.2 of the Franchise Agreement is deleted in its entirety.

4.5. Paragraph 4.7 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

4.7. **Relocation.** Any request by you to relocate shall be in writing and shall be

accompanied by payment to the Franchisor of the Franchisor's then-current, non-refundable relocation fee. The Franchisor has the absolute right to refuse to consent to any relocation of your Franchised Center for any or no reason. Upon relocation of your Franchised Center, the new, approved location shall be deemed to be your Approved Location, and shall be subject to all the terms and conditions of this Agreement. If your Franchised Center is not relocated to the new, approved location within 180 days after you receive the Franchisor's written approval, the Franchisor's approval shall be withdrawn automatically, without notice to you. The Franchisor does not represent it will review or cause others to review your lease or any proposed lease you provide to the Franchisor; however, if the Franchisor conducts any review of any lease or proposed lease you provide to the Franchisor, you agree to pay to the Franchisor or its designee all its attorney's and accountants' fees and expenses related to any such lease review. You agree to pay to the Franchisor or its designee all its architectural fees and expenses related to any review of the architectural drawings and specifications of the Premises conducted by the Franchisor. You agree to pay to the Franchisor or its designee all its costs and expenses, including its attorneys' and accountants' fees and expenses, in connection with any request by you to relocate and in connection with any relocation of your Franchised Center. In connection with any relocation of your Franchised Center, you and each of your Franchisee Members and Guarantors shall execute the Franchisor's then-current general release of the Franchisor and the Franchisor's affiliates, and their respective present and past officers, directors, employees, and agents, releasing any and all claims against the Franchisor and its affiliates, and their respective present and past officers, directors, shareholders, agents, and employees, to the extent not prohibited by applicable law, when you notify the Franchisor of your intent to relocate your Franchised Center and upon its relocation. You agree your compliance with each requirement in this Paragraph 0 is a material condition to the Franchisor granting you written approval to relocate your Franchised Center.

- 4.6. Paragraph 14.2.3 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

14.2.3 At the Franchisor's option, the proposed Transferee shall have assumed in writing for the benefit of the Franchisor all your obligations under this Agreement or, unless exempted by the Franchisor in writing, the proposed Transferee shall execute the Franchisor's then-current franchise agreement, which may include, without limitation, higher fees, and other and different fees, and terms and obligations significantly different from, in addition to, and less favorable than granted to you in this Agreement; except that its term shall be for the unexpired term of this Agreement, and the Transferee shall pay to the Franchisor or its designee continuing royalty and advertising fees at the highest rate contained in the Franchisor's then-current franchise agreement. The Transferee shall pay to the Franchisor or its designee an initial franchise fee of \$4,000 for purchase of Transferor's franchised business, notwithstanding any provision to the contrary contained in the then-current franchise agreement;

- 4.7. Paragraph 14.3 of the Franchise Agreement is deleted in its entirety.

- 4.8. New Paragraph 15.1.14 shall be added to the Franchise Agreement:

15.1.14 You market Huntington Services in violation of Paragraph 26.12 of this Agreement.

4.9. New Paragraph 27.13 shall be added to the Franchise Agreement:

27.13 **Restrictions on Advertising and Marketing.** You agree that all your advertising for your Franchised Center shall be conducted solely in your Territory or in media (such as newspapers, radio, and direct mail) that claim circulation in your Territory. You shall not advertise your Franchised Center in any media that do not claim circulation in your Territory. All your marketing for your Franchised Center shall be solely within your Territory; you shall not market your Franchised Center outside your Territory without the Franchisor's written consent. You shall not visit any person or organization, including, without limitation, schools, employers, and government agencies, located outside your Territory on behalf of your Franchised Center, without the Franchisor's prior written consent.

5. **Construction.** You and the Franchisor agree that all defined terms in this Amendment shall have the same meaning as in the Franchise Agreement, unless otherwise specifically defined herein. In the event of a conflict between the Franchise Agreement and this Amendment, the terms of this Amendment shall control. Except as specifically amended herein, all of the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed.
6. **Entire Agreement.** This Amendment and the Franchise Agreement and all of their exhibits (the "Amended Franchise Agreement") constitute the entire agreement between you and the Franchisor with reference to their subject matter. The Amended Franchise Agreement supersedes all prior and contemporaneous negotiations, understandings, representations, and agreements, oral or written, about the Amended Franchise Agreement's subject matter. The Franchisor's obligations to you are confined exclusively to the Amended Franchise Agreement. Any right granted to you by the Franchisor as to the subject matter hereof is described solely in, and limited to, the Amended Franchise Agreement. Except for those specifically permitted to be made unilaterally by the Franchisor or you hereunder, no amendment, change, or variance from the Amended Franchise Agreement shall be binding on either party, unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

**THE BALANCE OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

7. ACCEPTANCE AND AGREEMENT. I HAVE READ AND UNDERSTAND FULLY THIS AGREEMENT AND ALL OF ITS EXHIBITS. I HAVE HAD THIS AGREEMENT REVIEWED BY COUNSEL OF MY OWN CHOOSING. I HAVE CONSULTED WITH, AND HAVE BEEN ADVISED BY, COUNSEL OF MY OWN CHOOSING ABOUT THIS AGREEMENT AND THE TRANSACTION GOVERNED BY THIS AGREEMENT. I ACCEPT AND AGREE TO BE BOUND BY AND TO PERFORM ACCORDING TO THIS AGREEMENT AND EACH AND ALL OF ITS TERMS, WITHOUT RESERVATION. I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND ALL ITS EXHIBITS AT LEAST 5 BUSINESS DAYS BEFORE I EXECUTED IT.

IN WITNESS WHEREOF, you and the Franchisor have executed this AMENDMENT on the above Amendment Date.

For the Franchisor, Huntington Learning Centers, Inc.,

Raymond J. Huntington \_\_\_\_\_ Chairman  
Print name Signature Title

Name of Franchisee: \_\_\_\_\_  
(Enter the same name that appears before Paragraph 1 of this Agreement)

For the Franchisee (This is executed by the Franchisee, if the Franchisee is an individual, or officers of the corporation, if the Franchisee is a corporation; or partners or members, if the Franchisee is a partnership or limited liability company.)

\_\_\_\_\_  
Print name Signature Title

\_\_\_\_\_  
Print name Signature Title

\_\_\_\_\_  
Print name Signature Title





EXHIBIT A

TERRITORY DESCRIPTION

You shall operate your Franchised Center only from a single location within the boundaries of the geographic area (the "Territory") that is described and defined in this Exhibit A by map or by written description. You selected your Territory and the Franchisor consented to it. If any portion of your Territory's boundary can be interpreted in more than one way, then the interpretation producing the smallest geographic area is to apply. The Franchisor has not made, and does not make, any representation or forecast about your Territory or the success or profitability of your Franchised Center in it.

Your Territory's name is \_\_\_\_\_

Your Territory's description is:

IN WITNESS WHEREOF, the Franchisee and the Franchisor have executed the Territory Amendment on the Amendment Date.

For the Franchisor, Huntington Learning Centers, Inc.,

Raymond J. Huntington \_\_\_\_\_ Chairman  
Print name Signature Title

Name of Franchisee: \_\_\_\_\_  
(Enter the same name that appears before Paragraph 1 of this Agreement)

For the Franchisee (This is executed by the Franchisee, if the Franchisee is an individual; or officers of the corporation, if the Franchisee is a corporation; or partners or members, if the Franchisee is a partnership or limited liability company.)

\_\_\_\_\_  
Print name Signature Title

\_\_\_\_\_  
Print name Signature Title

\_\_\_\_\_  
Print name Signature Title

