

EXHIBIT 5
STATE-SPECIFIC ADDENDA

**CALIFORNIA ADDENDUM TO POWELL'S SWEET SHOPPE
UNIFORM FRANCHISE OFFERING CIRCULAR**

This Addendum relates to franchises sold in the state of California and is intended to comply with California statutes and regulations.

1. **THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATED TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.**

2. Item 3. In addition to the information required by Item 3, neither the Franchisor, any person or franchisor broker in Item 2 of the UFOC 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 persons from membership in such association or exchange.

3. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

4. 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*)

5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The Franchisor's web site is found at www.powellssweetshoppe.com.

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

**CALIFORNIA ADDENDUM TO POWELL'S SWEET SHOPPE
UNIFORM FRANCHISE OFFERING CIRCULAR**

This Addendum relates to franchises sold in California and is intended to comply with California statutes and regulations. In consideration of the execution of the Franchise Agreement, we and you agree to amend the Franchise Agreement as follows:

1. Release. Sections 3(B)(7) and 15(C)(7) of the Franchise Agreement require Franchisee to sign a general release of claims. This provision may not be enforceable under California law.

2. Covenant Not To Compete. Section 14(C) of the Franchise Agreement is amended by the addition of the following sentence: "The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law."

3. Construction. In all other respects, the Franchise Agreement will be construed and enforced with its terms.

WE:

YOU:

POWELL'S SWEET SHOPPE USA, LLC

By _____
Its _____

By _____

By _____