

EXHIBIT 4

ADDENDUM TO FRANCHISE AGREEMENT FOR NON-BAKING KIOSKS

THIS ADDENDUM is made and entered into this _____ day of _____, 20____, by and between **PRETZELMAKER FRANCHISING, LLC**, a Delaware limited liability company (“we,” “us” or “our”), and _____ (“you” or “your”).

RECITALS

A. We and you signed a franchise agreement dated _____, _____ (the “**Agreement**”) giving you the right to operate a Pretzelmaker Store at the following location: _____ (the “**Store**”). (We call the shopping center or mall in which the **Store** is located the “**Center**”).

B. As part of your operation of the **Store** within the **Center**, you now have expressed a desire to sell pretzels and other products that are produced at the **Store** from one or more non-baking facilities (such as carts, wagons and similar facilities) that you will operate within the **Center** but away from the **Store’s** premises (“**Non-Baking Kiosks**”). The definition of **Non-Baking Kiosks** shall exclude promotional or seasonal decorating or display tables, which you may operate in certain circumstances approved by us under the terms of a separate consent letter.

C. We are willing to allow you to operate these **Non-Baking Kiosks** within the **Center** as long as you comply with the terms of this **Addendum**.

NOW, THEREFORE, we and you agree as follows:

1. The Recitals are hereby incorporated by reference.
2. We allow you to operate the **Non-Baking Kiosks** identified on **Appendix A** to this **Addendum**. Except as provided in **Section 7** below, you may operate these **Non-Baking Kiosks** from _____ to _____. Your right to operate **Non-Baking Kiosks**, however, always will be subject to the consent of, and conditions imposed by, the **Center’s** landlord. If the **Center’s** landlord withdraws its consent to the operation of one or more **Non-Baking Kiosks** within the **Center**, you must cease operating them immediately. You may not operate any **Non-Baking Kiosk** unless it is specifically identified in **Appendix A** and operated exclusively in the **Center**.
3. This **Addendum**, including **Appendix A**, is an integral part of the **Agreement**, and all of our and your rights and obligations under the **Agreement** will apply to the **Non-Baking Kiosks** that you operate under this **Addendum**. You are responsible for developing any and all **Non-Baking Kiosks**, although you must comply with all standards and specifications we prescribe to protect the image and goodwill of the **Store** and the **Marks**. You may not begin operating a **Non-Baking Kiosk** until we have notified you in writing that it meets our standards and

specifications. You are responsible for any additional insurance coverage required for **Non-Baking Kiosks** and all other expenses required to operate these **Non-Baking Kiosks**.

4. Your **Gross Revenues** from the **Non-Baking Kiosks** will be reported separate from, but at the same time and in the same manner as, your **Gross Revenues** for the **Store** for purposes of computing the **Continuing Fee** you must pay us under **Section 6.2** of the **Agreement**.

5. You will maintain separate bookkeeping, accounting and recordkeeping for the **Non-Baking Kiosks**, and if requested by us, you will submit separate operating statements, financial statements, statistical reports, copies of sales tax returns and other information required to be reported under the **Agreement**.

6. You agree to pay us a nonrecurring initial franchise fee in the amount of (\$_____) for the **Non-Baking Kiosks** upon execution of this **Addendum**. This initial fee will be fully earned by us when paid and is not refundable, except as provided in **Section 13.3(a)** of the **Agreement**.

7. We may terminate this **Addendum**, effective upon delivery of written notice of termination to you, if you fail to comply with any provisions of the **Agreement** with respect to your operation of the **Non-Baking Kiosks**, whether or not we also have terminated the **Agreement**. Of course, a termination of the **Agreement** likewise terminates this **Addendum**. We also may terminate this **Addendum** at any time if we decide to establish, or allow you or other franchisees to establish, other **Stores** within the **Center**, as provided in **Section 2.2** of the **Agreement**.

8. We and you may supplement **Appendix A** from time to time to identify other **Non-Baking Kiosks** that we have approved in writing after the date of this **Addendum**, although we are not obligated to approve any additional **Non-Baking Kiosks**.

9. This **Addendum** does not give you any right to operate **Non-Baking Kiosks** except as expressly provided above.

PRETZELMAKER FRANCHISING, LLC

FRANCHISEE:

[Name]

By: _____
Its: _____

By: _____
Its: _____

APPENDIX A

**TO ADDENDUM TO FRANCHISE AGREEMENT
FOR NON-BAKING KIOSKS**

NON-BAKING KIOSKS

You are allowed to operate the following **Non-Baking Kiosks** within the **Center** and no others:

PRETZELMAKER FRANCHISING, LLC

FRANCHISEE:

[Name]

By: _____
Its: _____

By: _____
Its: _____