

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration California, 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, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

State	Effective Date
California	<u>May 1, 2014 as amended</u>
Illinois	
Indiana	
Maryland	
Michigan	March 24, 2014
Minnesota	
North Dakota	
South Dakota	March 24, 2014
Virginia	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of March 24, 2014

TWIN PEAKS® RESTAURANT

CALIFORNIA AMENDMENT TO AREA DEVELOPMENT AGREEMENT

THIS AMENDMENT TO AREA DEVELOPMENT AGREEMENT (“**Amendment**”) dated _____, is intended to be a part of, and by this reference is incorporated into that certain Area Development Agreement (“**Area Development Agreement**”) dated _____, by and between Twin Restaurant Franchise, LLC, a Delaware limited liability company (“**we**” or “**us**”), with its principal business located at 5151 Beltline Road, #1200, Dallas, Texas 75254, and _____, a(n) _____ whose principal business address is _____ (“**developer**” or “**you**”) Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Area Development Agreement, the provisions contained in this Amendment shall control Defined terms contained in the Area Development Agreement shall have the identical meanings in this Amendment

1 ~~The second sentence in Section 3 B is deleted in its entirety and replaced with the following:~~

~~Upon execution of this Agreement, you shall pay the Development Fee in the amount specified in Section 3 A by submitting a certified check payable to Twin Restaurant Franchise LLC California Franchise Escrow Account # 98361913 (“Escrow Account”). We will, in turn, deposit such funds in accordance with the terms and conditions of the escrow agreement between us and JPMorgan Chase Bank, N.A. dated July 29, 2011 (“Escrow Agreement”). We acknowledge that we must complete all of our pre-opening obligations to you related to the first Restaurant to be developed under this Agreement. You in turn acknowledge and agree that by no later than 5:00 pm Central Standard Time on the first day the first Restaurant opens for business, you and we will enter into the Petition for Release of Escrowed Funds (“Petition for Release of Escrowed Funds”), with which you and we will petition the California Commissioner of Business Oversight to order the release of all Development Fee funds deposited in the Escrow Account (including but not limited to the Initial Franchise Fee for the first Restaurant) plus accrued interest, to us. You acknowledge and agree that the Development Fee (plus accrued interest, if any), is fully earned by us when released from escrow and is not refundable.~~

21 The following replaces Section 11 L of the Area Development Agreement

Arbitration Except for actions which we may bring in any court of competent jurisdiction for failure to pay Royalty Fees or any other amounts due and owing under this Agreement, or for injunctive or other extraordinary relief, you and we agree to submit any claim, controversy, or dispute (collectively, “**Disputes**”) between us or any of our affiliates (and/or their respective shareholders, officers, directors, agents, representatives, and/or employees) and you (and/or your owners, agents, representatives, and/or employees, as applicable) arising out of or related to (a) this Agreement or any other agreement between us and you, (b) our relationship with you, (c) the validity of this Agreement or any other agreement between us and you, or (d) any System standard, to arbitration

The parties agree that notwithstanding anything to the contrary in this Agreement, Disputes shall be submitted to binding arbitration in accordance with this Section 11 L. The arbitration shall be conducted through the American Arbitration Association (“**AAA**”) and in accordance with the AAA’s Commercial Arbitration Rules (“**Rules**”) The arbitration shall be conducted by one arbitrator with franchise knowledge and experience and as selected by agreement of the parties or (in the event the parties cannot agree) in accordance with the Rules. The arbitrator shall apply the Federal Rules of

Evidence during the conduct of the sessions with respect to the admissibility of evidence
The arbitration shall be governed by the United States Arbitration Act, 9 U S C § 1-16
Judgment upon the award rendered by the arbitrator may be entered by any court having
jurisdiction thereof and will be final, binding and non-appealable, except as set forth
below

The place of arbitration shall be in the county in which our headquarters is located,
currently in Dallas County, Texas, unless otherwise mutually agreed between the parties
We reserve the right, but have no obligation, to advance your share of the costs of any
arbitration proceeding in order for such arbitration proceeding to take place and by doing
so shall not be deemed to have waived or relinquished its right to seek the recovery of
those costs in accordance with this Agreement The arbitrator, in the conduct of the
arbitration, shall not have the authority to declare any Mark generic or otherwise invalid
and, to the fullest extent permitted by law, each party waves any right to or claim for any
punitive, exemplary, incidental, or consequential damages against the other The
arbitrator shall be required to state in writing the reasoning on which the award is based

The parties agree that all Disputes submitted to arbitration shall be conducted on an
individual and not a class wide basis and that only we (and our affiliates and their
respective owners, officers, directors, agents, and employees, as applicable) and you (and
your affiliates and their and their respective owners, officers, and directors, as applicable)
may be the parties to any arbitration proceeding described in this Section 11 L, and that
no such arbitration proceeding shall be consolidated with any other arbitration proceeding
involving us and/or any other natural person, association, corporation, partnership,
limited liability company, or other entity

If any party to an arbitration wishes to appeal any final award by the arbitrator, such party
may appeal within 30 days of such final award to a different arbitrator appointed in the
same manner as set forth above The issues on appeal will be limited to the proper
application of the law to the facts found at the arbitration and will not include any trial de
novo or other fact-finding function The party requesting such appeal must have paid for
a court reporter to make a written record of the arbitration hearing and must pay all costs
charged by such appeal panel, as well as posting any bond deemed appropriate by the
appeal panel Any party that does not pay for or share in the payment for a transcript of
the arbitration hearing cannot challenge any ruling by the arbitrator on appeal, even if the
opposing party does appeal

If you institute any claim subject to this arbitration proceeding in any court, and we
succeed in a motion to compel arbitration of the claim, you shall reimburse us our
reasonable attorneys' fees and costs in defending the action and in our motion to compel
arbitration

| 32 In the event of any conflict between the terms of this Amendment and the terms of the Area
Development Agreement, the terms of this Amendment shall prevail

| 43 Each provision of this Amendment shall be effective only to the extent, with respect to such
provision, that the jurisdictional requirements of the California Franchise Investment Law are met
independently without reference to this Amendment

| ~~{Signature page is the next page}~~

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