

We intend to use and file, if and as appropriate, a separate franchise disclosure document to offer franchises for Applebee's full-service Restaurants and new Applebee's concepts for fast-casual and/or quick-service Restaurants to be located at another primary business or in conjunction with other businesses or at institutional settings such as schools, colleges and universities, military and other governmental facilities, hospitals, airports, travel plazas, casinos, stadiums, and any other site, venue or location operated by a master concessionaire or contract food service provider (a "Non-Traditional Venue"). The terms of such an offering may differ materially from the terms described in this Disclosure Document. ~~Applebee's is also developing and testing a new co-branded concept for restaurants in Traditional Venues and Non-Traditional Venues that operate under both the IHOP and Applebee's names ("Dual Brand Restaurants", and as used in this Disclosure Document, also a Restaurant or Applebee's Restaurant). Dual Brand Restaurants feature full table service and offer a different, combined menu of certain IHOP and Applebee's menu items as well as certain items that are uniquely available at Dual Brand Restaurants. Dual Brand Restaurants will also face competition from other national and local restaurants that provide similar food, beverages and services as IHOP restaurants. At this time, this concept is only being tested with franchisees on a limited basis for restaurants that meet certain qualifications. Franchisees will be required to sign both an IHOP Franchise Agreement and an Applebee's Franchise Agreement along with separate addendums to those respective Franchise Agreements.~~

Competition and Market: The Restaurants compete with other national and local restaurants which provide similar food, beverages and services to the general public. In addition, the Restaurants may compete with ghost kitchens and virtual brands. Your direct competitors will include other restaurants, ghost kitchens and virtual brands in the area of your Restaurant. We believe, however, that the Restaurants have particular appeal because of their distinctive atmosphere and high quality food. Each of the Restaurants is designed as an attractive, friendly "neighborhood establishment" in a fun, casual setting. We believe that a comfortable, warm atmosphere combined with fast service, good value, convenient locations associated with traditional fast service Restaurants and a wider variety of menu items (including alcoholic beverages) appeals to all ages and encourages regular patronage by both families and adult groups.

Specific Industry Regulation: In addition to the laws, regulations and ordinances applicable to businesses generally, such as the Americans with Disabilities Act, federal and state wage and hour laws, and the Occupational Safety and Health Act, you should consider that certain aspects of the Restaurant and related bar business are heavily regulated by federal, state and local laws, rules and ordinances. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, as well as state and local departments of health and other agencies have laws and regulations concerning the preparation of food and sanitary conditions of Restaurant facilities. State and local agencies routinely conduct inspections for compliance with these requirements. Under the Clean Air Act and state implementing laws, certain state and local areas must attain, by the applicable statutory guidelines, the national air quality standards for ozone, carbon monoxide and particulate matters. Certain provisions of those laws impose caps on emissions resulting from commercial food preparation. You must also comply with laws generally applicable to restaurant businesses, including laws relating to compensation of employees (including minimum wage and overtime requirements), accessibility for persons with disabilities, sales and use tax, food health and safety, and emergency orders related to public health or safety (such as mandatory shut-down orders in response to COVID-19).

To operate the Restaurant, you must obtain a liquor license, unless the service of all types of alcohol is prohibited by law. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost to obtain a license to sell liquor, the restrictions placed on how liquor may be sold, and the potential liability dram shop laws impose involving injuries, directly and indirectly, related to the sale of liquor and its consumption. You must understand and comply with those laws in operating the Restaurant.

ITEM 5 INITIAL FEES

Applicant's Fee. -You may be required to pay a nonrefundable applicant's fee of \$15,000. The applicant's fee may be waived or reduced if the applicant is an existing System franchisee or Restaurant operator.

Franchise Fee Deposit. At the time you sign a Development Agreement, you must pay us a deposit on the franchise fees to be incurred under the Development Agreement. The franchise fee deposit amount required equals \$10,000 for each of the Restaurants you will develop during the "initial development periods." We allocate the franchise fee deposit equally toward the \$35,000 franchise fee due for each Restaurant you open during the initial development periods of the Development Agreement, provided you open such Restaurants on a timely basis. (Development Agreement, Section 4.1)

Initial Franchise Fee. You must pay an initial franchise fee of \$35,000 for each Restaurant you open during the initial development periods of the Development Agreement. ~~If you enter into a Franchise Agreement for a Dual Brand Restaurant, you must pay an initial franchise fee of \$35,000.~~ As noted above, we allocate the franchise fee deposit equally toward the \$35,000 initial franchise fee due for each Restaurant you open during the initial development periods of the Development Agreement, provided you open such Restaurants on a timely basis. ~~If there is a transfer of one or more Restaurants between one franchisee to another franchisee, we may reduce, defer, and/or waive the initial franchise fee when the selling franchisee has a term left on its existing franchise agreement(s), including if the Restaurant(s) are Dual Brand Restaurants,~~ although we may require the payment of transfer fees. - The initial franchise fee for each Restaurant opened during a subsequent development period of the Development Agreement will equal the standard Restaurant initial franchise fee in effect at the time the respective Franchise Agreement is issued. -You must pay the balance of the initial franchise fee for each of the Restaurants as follows: one-half when you sign the Franchise Agreement for the Restaurant and the remaining balance 14 days before you are scheduled to open the Restaurant.

Range and Timing of Payment of Initial Fees. - During the fiscal year ended December 29, 2024, we did not charge any applicant's fees.

Except as stated above, the initial fees are the same for all franchisees subject to this offering and are nonrefundable.

ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	4% of Gross Sales. This percentage can be increased by us.	Payable monthly on the 12th day of the next month.	"Gross Sales" includes all revenues from the Restaurant. "Gross Sales" does not include sales or use tax. ⁽¹⁾ ⁽²⁾ ⁽¹²⁾
Advertising (National Advertising Fund)	Currently, 4.25% of total Gross Sales. This percentage can be increased or decreased by us at any time.	Same as Royalty.	⁽¹⁾ ⁽³⁾ ⁽⁴⁾

Type of Expenditure ⁽²⁷⁾ ⁽²⁸⁾	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
POS System (Applebee's) ⁽³⁾	\$12,000 - \$17,000	As required by us or suppliers	As Incurred	Suppliers; Us or our affiliates
POS System (Dual Brands) ⁽³⁾	\$30,000 - \$60,000	As required by us or suppliers	As Incurred	Suppliers; Us or our affiliates
POS System License Fees ⁽⁴⁾	\$850 - \$4,000	As required by suppliers	Annually	Suppliers
Kitchen Display System ⁽⁵⁾	\$1,500 - \$2,400	As required by suppliers	As Incurred	Suppliers
Smallwares (dishes, silverware, other utensils, etc.)	\$39,779 - \$43,966	As required by suppliers	As Incurred	Suppliers; Distributors
Initial Inventory	\$25,500 - \$28,000	As required by suppliers	Before Opening	Suppliers; Distributors
Pre-Opening Expenses (insurance, legal, accounting, personnel and training expenses)	\$15,000 - \$20,000	Varies based on supplier and expense type	As Incurred	Employees; Suppliers; Utilities
Applicant's Fee	\$0 - \$15,000	As required by us	Before Opening	Us
Franchise Fee Deposit	\$0 - \$10,000	As required by us	⁽⁶⁾	Us
Initial Franchise Fee	\$35,000 (if Franchise Fee Deposit paid, then less \$10,000, for a total of \$25,000)	Two equal installments	⁽⁶⁾ ⁽⁷⁾	Us
Initial Advertising Expense ⁽⁸⁾	\$5,000 - \$10,000 ⁽⁸⁾	As required by suppliers	As Incurred	Suppliers
Liquor License(s)	\$500 - \$1,000,000 ⁽⁹⁾	Varies based on supplier and expense type	As Incurred	Licensing Authorities; Third Party
Apple Supply Chain Co-op Stock Purchase ⁽¹⁰⁾	\$0 - \$5	Upon subscription (check or money order)	Upon signing the membership subscription agreement	Apple Supply Chain Co-op, Inc.
On-Line Ordering (OLO) ⁽¹¹⁾	\$65 - \$200 per month	As required by suppliers	Monthly	Suppliers
Europay, Mastercard, and Visa ("EMV") Point to Point Encryption ("P2P") Services ⁽¹²⁾	\$1,350 - \$4,200	As required by suppliers	As Incurred	Suppliers
Wi-Fi Services ⁽¹³⁾	\$100 - \$300 per month	As required by suppliers	Monthly	Suppliers
Wi-Fi Equipment ⁽¹⁴⁾	\$1,200 - \$2,000	As required by suppliers	As Incurred	Suppliers
Digital Products Service Fee ⁽¹⁵⁾	\$21 - \$100 per month	As required by us or suppliers	30 days after billing (billed annually)	Us or Suppliers
Server Tablet Maintenance Fee ⁽¹⁶⁾	\$500 per year	As required by us	30 days after billing	Us
Implementation Fees ⁽¹⁷⁾	\$800 to \$3,500	As required by us	On demand	Us
Menu Management Platform Fee ⁽¹⁸⁾	\$90 - \$180 per month per Restaurant	As required by us	Monthly	Us

Type of Expenditure ⁽²⁷⁾ ⁽²⁸⁾		Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Customer Relationship Management (“CRM”) Fee ⁽¹⁹⁾		\$0 - \$150 per month	As required by us	On demand	Us or Suppliers
Gateway Processing Fee ⁽²⁰⁾		\$63 per month	As required by suppliers	Monthly	Suppliers
Guest waitlist management ⁽²¹⁾		\$23 - \$75 per month	As required by suppliers	As Incurred	Suppliers
BOH Reporting – Food cost, Labor and business analytics reporting service		\$200 set up per location; \$75-\$400 per month (depending on modules selected)	As required by suppliers	As Incurred	Suppliers
Gamification ShiftOne		\$30 - \$60 per month	As required by suppliers	As Incurred	Suppliers
To Go Accuracy Printer		\$550 - \$650	As required by suppliers	As Incurred	Suppliers
Campaign/Menu Training ⁽²²⁾		\$30 per year	As required by suppliers		
Extra Manuals ⁽²⁴⁾		\$0 - \$250 per set	As required by suppliers	As Incurred	Suppliers
Operating Expenses During First Three Months ⁽²⁶⁾		\$405,000 - \$450,000	Varies based on supplier and expense type	Varies based on supplier and expense type	Employees; Suppliers; Utilities; Us
POS MDM Fee ⁽²⁹⁾		\$50 - \$60 per month	As required by us	Monthly	Us or Suppliers
TOTAL ⁽³⁰⁾	Tower II Prototype ⁽²³⁾	\$3,870,004 - \$5,822,933			
	Celebration Prototype (2025; New Prototype Not Yet Built) ⁽²⁵⁾	\$2,941,348 - \$4,679,442			
	Dual Brand Restaurant Concept ⁽³¹⁾	\$1,766,798 - \$5,222,865			

Notes:

The preceding table shows our current estimates of the initial investment likely to be required for the development and opening of our newest Restaurant prototype. The low range of the costs in the table for the newest prototype typically reflects our estimate of costs for a 169-seat version. The high range of the costs in the table typically reflects our estimate of costs for a 225-seat version of the newest prototype and also takes into account some add-ons that may increase the investment cost, including enhanced fire alarm systems, pylon signs and costs relating to expanding the Restaurant to accommodate up to 275 seats.

The figures in the table above reflect our estimate of your initial investment from the time you sign a Development Agreement through approximately three months after you open your first Restaurant. The total estimated initial investment includes pro-rated costs and expenses related to on-line ordering, wi-fi services, digital products service fee, server tablet maintenance fee, gateway processing fee, guest waitlist management, campaign/menu training, and training for 3 months. The estimates for construction costs are based on the most recent costs or on the expected costs for franchisees’ Restaurants to be opened in 2025. Please note that construction costs have fluctuated greatly (both up and down) in recent years. Your actual investment costs may be higher or lower than these estimates based on many factors, including the following: land and building size, location, and development needs; time for conversion or

(24) Payable if you want extra manuals, training materials and other similar documents. We make the first set available to you for free.

(25) These cost estimates specifically relate to the “Celebration” Restaurant prototype. This is the most recent Restaurant prototype that we have developed, but no Restaurants utilizing this prototype have opened to the public. We relied on cost estimates provided by third parties to compile this estimate. Your costs will vary.

(26) This estimates your initial operating expenses for three months of operation. These expenses include working capital, payroll costs, food and liquor costs, utilities, ordinary maintenance, local advertising, royalty fees, advertising fees, telecommunication services, and other expenses normal in operating a Restaurant. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs depend on factors such as how much you follow our methods and procedures; the area of the country in which you locate your Restaurant; your management skill, experience and business acumen; local economic conditions; the local prevailing wage rate; competition; and sales level reached during the initial period.

(27) None of the payments described in Item 7 are refundable. The total investment necessary to begin operation of an Applebee’s Neighborhood Grill & Bar® franchised business ranges from \$1,766,798 to \$5,822,933, excluding any expenses related to the purchase of real property.

(28) We currently do not offer direct or indirect financing to franchisees for any items. (See Item 10 for more explanation.)

(29) All Applebee’s franchisees using New POS are required to use Mobile Device Management (“MDM”) on all hardware in the Restaurant. This service is currently provided by New POS vendor, a third-party vendor, but Applebee’s reserves the right to evaluate other providers and make changes from time to time.

(30) Please note that the range of total costs does not cover the investment required for the conversion of an existing Restaurant. We expect that costs for such conversion would be lower. For purposes of computing the total estimate of your initial investment from the time you sign a Development Agreement through approximately three months after you open your first Restaurant, the high and low end of the range for monthly fees, as applicable, have been multiplied by three.

~~(31) — These costs for a Dual Brand Restaurant vary significantly depending on whether the Restaurant converts an existing IHOP or Applebee’s restaurant or involves the ground up construction of a new Dual Brand Restaurant. This cost is the combined total cost for an IHOP and Applebee’s.~~

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the uniform high standards of appearance, service, and food and beverage quality necessary to retain and enhance the goodwill and acceptance of the Restaurants, you must adhere to our current and future requirements, specifications and standards for the following:— form, content and media of any advertising, including the form and content of any websites, mobile apps, or digital menus; the selection, purchase, distribution and preparation of all food and beverage products; all equipment, signs, interior and exterior furnishings or decor items; site acquisition, construction, site work and development, including remodeling criteria; fixtures; uniforms; plateware; glassware; accounting, bookkeeping, and other business systems; POS systems; KDS systems; EMV; digital products; computer hardware and software; gift card program; guest satisfaction surveys; and all other materials, supplies and services we require for the operation of your Restaurants. From time to time, we may require you to participate in national advertising campaigns, subject to applicable laws.

We develop and modify our specifications internally. As part of this process, we may consult with suppliers, professionals or other third parties. Our standards, operating specifications and procedures for

Food Safety Evaluation (“FSE”). Restaurant food safety performance is routinely evaluated by an independent third party two times per year. Applebee’s Services will pay for the costs of the routine FSE program in 2025 and reserves the right to require franchisees to pay all costs associated with the FSE program in 2026 and after. If a Restaurant fails a routine food safety evaluation, it will receive an automatic unannounced FSE reaudit prior to the next routine FSE. The franchisee will be billed (either by Applebee’s Services, its affiliate, or the third party) and must promptly pay the approximately \$300 cost of the reaudit, which amount is subject to change from time to time. If the Restaurant fails the FSE reaudit, additional FSE reaudits will be conducted at the franchisee’s sole cost and expense until the Restaurant passes. If a franchisee has any unpaid FSE reaudit invoices, all pending reaudits for the franchisee may be put on hold and passing reaudit scores reverted back to the original failing score.

On-Line Ordering. You must sign an Authorized Operator Agreement for access to and use of an approved provider’s on-line ordering system in form and substance approved by us. You will be required to use dispatch services provided by Olo, Inc. and may include other Olo, Inc. products such as call center and catering. See Item 11 for additional information.

Computer Systems. You are required to purchase, install and use an electronic POS cash register system approved by us. You must use an approved computer software program for the Kitchen Display System for Applebee’s ~~and Dual Brand~~ Restaurants. We reserve the right to evaluate other providers of POS and KDS and may require the use of different systems. The number of required POS terminals may vary. All Applebee’s Restaurants must be compliant with the PCI data security standard.

EMV. We require franchisees to have Europay, Mastercard, and Visa (“EMV”) Point to Point Encryption (“P2P”) encryption certified solutions for processing payment in the Restaurant. Specifically, we require franchisees to use the approved payment devices purchased through an approved payment gateway vendor and we require franchisees to use the approved payment gateway vendor’s EMV processing as part of the credit card gateway solution or any future solution we may implement.

Digital Products. We may require you to purchase digital products from us or a vendor that are brand standard in order to provide a consistent guest experience across our brand. These products may include, without limitation, guest payment and ordering from their own device through our proprietary solution (“Pay ‘N Go”) and others as we determine from time to time. These products may require you to sign one or more agreements with third party providers approved by us. Fees associated with these products may be payable to us or to a third party. We may require other products from time to time in the future, including without limitation, “Pay ‘N Go” where applicable.

Except as stated above, neither we nor any of our affiliates are approved suppliers of any required goods or services, and neither we nor any of our affiliates derive material, substantive revenue because of required purchases or leases by franchisees in accordance with specifications or standards required by us, or from suppliers approved by us. At times, certain suppliers provide sponsorship funds that we use to offset expenses for franchise conventions or other events to which our franchisees are invited. At times, members of Apple Co-op may receive patronage dividends with respect to sales through the cooperative and indirect sales through distributors participating with the cooperative.

Restaurant Site Approval. You must obtain our approval of the site for the Restaurant before you acquire the site. We will supply required demographic reports for the current price of \$150, which is subject to change and may be waived in our discretion, and will evaluate the site through our executive review committee. For each proposed site, you must submit to us for our review a preliminary site review package, including a site plan, a map, a survey, a proposed floor plan, relevant statistics and characteristics of the site, and other information regarding the proposed location that we require, at least eight months prior to the expiration of the applicable development period. You must also submit the related contract of sale or lease agreement (and any other information required) in order to obtain our evaluation of relevant provisions and

expenditures have been provided to us. Please note that these costs are only covered for new Restaurant locations and not for relocations, rebuilds, or re-openings, unless specifically agreed upon prior to the project commencing.

From time to time, we may agree to provide alternative training arrangements for certain qualifying franchisees, ~~including for Dual Brand Restaurants. In the coming fiscal year, Applebee's may introduce a dedicated initial opening training program for Dual Brand Restaurants that combines elements from both the IHOP and Applebee's initial opening training and removes certain overlapping training sessions.~~ Training costs and hours may vary as additional refinements are made.

A Franchise Operations Director will assist in coordinating the Restaurant's pre-opening activities (Franchise Agreement, Sections 4.2 and 5.1).

5. Franchise Leadership and Manager Training. After you sign the Development Agreement, we will train one top leader of your organization (hereinafter referred to as the "Leader of Operations") (Development Agreement, Section 12.5). Also, we will train up to four Restaurant managers (Franchise Agreement, Sections 6.1 and 6.2). The current training includes on-the-job training in one of the Restaurants. Any additional or ongoing training shall be at your expense. More about training will follow later in this Item 11.

6. Approved Suppliers/Manufacturers. We do not provide assistance in the purchase or lease of equipment, signs, fixtures, opening inventory or supplies except for certain inventory items our affiliate may supply as described in Item 8 (Franchise Agreement, Section 5.9). We have appointed CSCS as the sole authorized purchasing agent for all Restaurants. CSCS procures products and services only through suppliers approved by us. Our standards, operating specifications and procedures for developing and operating a Restaurant are communicated to you via the Manuals. Certain detailed specifications for equipment, food and other products may only be communicated to suppliers.

We are not required to provide any other service or assistance to you before you open the Restaurant.

POST-OPENING OBLIGATIONS

We provide the following services and assistance after you open each of your Restaurants:

1. Assistance/Inspections. We will advise and assist you in operating and managing each of your Restaurants and, to that end, will provide you, at training sessions, on-premises visits, and by written or other material, with information on new developments, techniques and improvements in Restaurant management, food and beverage preparation and safety, sales promotion and service concepts. At least once yearly, our representatives will visit the Restaurant to consult with you, and conduct inspections/consultations at the Restaurant. We reserve the right to conduct additional visits or inspections at our discretion. Also, we will make available to you all additional services, facilities, rights and privileges which we make available to our franchisees generally (Franchise Agreement, Sections 4.1, 5.1 and 14.2).

2. Refresher Courses. Your Leader of Operations, supervisory employees, General Managers, Kitchen Managers and Assistant Managers shall, from time to time as reasonably required by us, attend and successfully complete refresher courses regarding restaurant operations and continuing education around any core brand initiatives or programs (Development Agreement, Section 12.5(b) and Franchise Agreement, Section 6.3). We reserve the right to require key brand initiatives to be cascaded to the rest of your employees by your Leader of Operations, supervisory employees, General Managers, Kitchen Managers and Assistant Managers.

Agreement) if it is determined that additional Restaurants should be constructed to fully develop the Territory. However, Non-Traditional Venues (*see* Item 1) will be excluded from your Territory and may be developed by us or a third party without any participation by or payment to you. After the “initial development period(s),” we will determine the number of Restaurants that you must develop under the Development Agreement based on the Territory’s population, per person or family income, current and potential development, your financial strength and certain other related factors. The term of “initial development periods” shown in the Development Agreement may vary from franchisee to franchisee. Before signing the Development Agreement, we will give you a written description and/or map of your Territory.

The Development Agreement does not restrict you from developing more than the minimum number of Restaurants called for, but you may only develop the Restaurants we approve for development. Under the Development Agreement, you cannot develop Restaurants outside of your Territory. The Development Agreement does not allow you to acquire additional Territory. You have no options, rights of first refusal or similar rights to acquire additional franchises beyond the development rights granted by your Development Agreement.

Under each Franchise Agreement, we allow you to operate a Restaurant at the single specific location described in the Franchise Agreement. We must approve the location of the Restaurant in advance. You may not enter into any lease or other agreement which imposes restrictions on your (or our) right to operate additional Restaurants at any particular location or which does not provide you with the right to operate the Restaurant throughout the entire term of the Franchise Agreement, and we must approve for these purposes in advance any purchase contract or lease you enter. You and your landlord must sign a rider to any lease in substantially the same form as our then-current form of lease rider. Our current form of lease rider is attached as Appendix C to the Development Agreement.

Once we issue a Franchise Agreement to you, you must obtain our approval in advance to relocate or close the Restaurant for any reason, including condemnation or events outside your control. You will not have the right to close your Restaurant or terminate your Franchise Agreement without our prior approval in the event your lease for the Restaurant expires or is terminated for any reason prior to the expiration of the term of the Franchise Agreement.

While the Development Agreement is in effect, we may not operate, and may not franchise or license any other party to operate, any Restaurant using the Applebee’s Neighborhood Grill & Bar® trade name in your Territory ~~(including Dual Brand Restaurants)~~, with the exception of Non-Traditional Venues as described above. If the Development Agreement expires or terminates, but your Franchise Agreement remains in effect, we may not establish or grant any franchise to a third party for the establishment of, a Restaurant (using the Applebee’s Neighborhood Grill & Bar® service mark, ~~and including Dual Brand Restaurants~~) within the lesser of a three-mile radius of the Restaurant covered by the Franchise Agreement or a radius from the Restaurant which includes either a residential or daytime population of 40,000 or more people. These radius restrictions will not apply to a Restaurant located in an airport, train station, bus terminal, port authority, campus at any college, university or other post-secondary education institution, hospital and other health care facility, arena, stadium, state or national park, or military fort, post or base, travel plaza, casino or across an international border.

The Franchise Agreement allows you to use the Applebee’s Neighborhood Grill & Bar® and other related service marks or trademarks for the operation of your Restaurant only. You may not sell pre-packaged food products, gift cards or any other products or services from or through any location or channel of distribution other than your Restaurant, such as grocery, mass merchandise, wholesale/club, convenience, drug stores or any other type of outlet or channel of distribution. We and our affiliates retain the right to sell products and services in your Territory (or in the protected radius of your Franchise Agreement) under our principal trademarks or any other trademarks or service marks through any channel of distribution other than a Restaurant. For example, although we do not currently do so, we reserve the right to sell pre-packaged food

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet that you are considering buying; or (2) a franchisor supplements the information provided in Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

CHART 1: Historical Gross Sales of Traditional Franchised Restaurants by Region

Chart 1 contains historical average, median, high and low gross sales for the 12-month period of January 1, 2024 to December 29, 2024, for all traditional franchised Applebee's Restaurants that were active and operating as of December 29, 2024; except we excluded four restaurants which were operating as express concepts and the restaurant that was operating as a ghost kitchen. Stores temporarily closed during the year were also excluded, ~~as were all Dual Brand Restaurants (there were no Dual Brand Restaurants during this period).~~ The restaurants are organized by geographic "Regions" as defined by the U.S. Census Bureau.

Region	# of Restaurants	Annualized Average Gross Sales	# and % of units that exceeded Average Gross Sales	Median	High	Low
Midwest	426	\$2,460,000	187/44%	\$2,370,000	\$4,500,000	\$930,000
Northeast	286	\$3,570,000	116/41%	\$3,360,000	\$10,850,000	\$1,910,000
South	468	\$2,320,000	210/45%	\$2,250,000	\$4,920,000	\$890,000
West	263	\$3,140,000	120/46%	\$3,040,000	\$5,670,000	\$1,590,000
Total	1,443	\$2,760,000	648/45%	\$2,640,000	\$10,850,000	\$890,000

Notes

- (1) We compiled the gross sales data included in Chart 1 above from information submitted to us by our franchisees for royalty reporting. These amounts are not audited. Upon your reasonable request, we will provide written substantiation for these financial performance representations.
- (2) "Gross Sales" is defined as all receipts (cash, cash equivalents or credit) or revenues from sales from all business conducted upon or from the Restaurant premises, whether evidenced by check, cash, credit, debit card, charge account, exchange or otherwise, including, but not limited to, amounts received from the sale of goods, wares and merchandise (including sales of food, beverages and tangible property of every kind and nature, promotional or otherwise), from all services performed from or at the Restaurant premises, and from all orders taken or received at the Restaurant premises, regardless of where such orders are filled (including any payments received from the sale of meals to employees). This definition is provided in the Franchise Agreement.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representations, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jacob Barden, Senior Vice President, Development, 10 W. Walnut St., 5th Floor, Pasadena, California 91103, (818) 637-5206, jacob.barden@dinebrands.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1A				
System-wide Outlet Summary For Years 2022 to 2024 ⁽¹⁾ (Traditional Venue Locations)				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	1,515	1,575 ⁽²⁾	+60
	2023	1,575	1,542	-33
	2024	1,542	1,460	-82
Company Owned	2022	69	0	-69
	2023	0	0	0
	2024	0	47	+47
Total Outlets ⁽³⁾	2022	1,584	1,575 ⁽²⁾	-9
	2023	1,575	1,542	-33
	2024	1,542	1,507	-35
Notes (1) The figures in Table No. 1A include system-wide totals for Traditional Venue locations as of fiscal year 2022, 2023 and 2024. See Table No. 1B for total franchised Non-Traditional Venue locations. (2) Total Outlets include 42 in North Carolina and 27 in South Carolina that were franchised from company owned. (3)(2) No Dual Brand Restaurants have been included in this count as there were no Dual Brand Restaurants during these fiscal years.				

Table No. 1B				
System-wide Outlet Summary For Years 2022 to 2024 ⁽¹⁾ (Non-Traditional Venue Locations)				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	3	3	0
	2023	3	3	0
	2024	3	3	0
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

Table No. 1B				
System-wide Outlet Summary For Years 2022 to 2024 ⁽¹⁾ (Non-Traditional Venue Locations)				
Total Outlets ⁽²⁾	2022	3	3	0
	2023	3	3	0
	2024	3	3	0
<p>Notes</p> <p>(2)(1) The<u>Notes</u>The figures in Table No. 1B include system-wide totals for Non-Traditional Venue locations as of fiscal year 2022, 2023 and 2024. See Table No. 1A for total franchised Traditional Venue locations. There are no company-owned Non-Traditional Venue locations.</p> <p>No Dual Brand Restaurants have been included in this count as there were no Dual Brand Restaurants during these fiscal years.</p>				

Table No. 2		
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for Fiscal Years 2022 - 2024 ⁽¹⁾		
State	Year	Number of Transfers
CONNECTICUT	2022	4
	2023	0
	2024	0
FLORIDA	2022	26
	2023	0
	2024	25
GEORGIA	2022	1
	2023	0
	2024	1
NEW JERSEY	2022	36
	2023	0
	2024	0
NEW MEXICO	2022	0
	2023	6
	2024	0
NEW YORK	2022	20
	2023	0
	2024	21
PENNSYLVANIA	2022	0
	2023	0
	2024	6
TEXAS	2022	0
	2023	0
	2024	9
TOTAL	2022	87
	2023	6
	2024	62

Table No. 3A

Status of Franchised Outlets for Fiscal Years 2022-2024⁽¹⁾ (Traditional Venue Locations)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
WYOMING	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	1	3
TOTALS ⁽⁵⁾	2022	1,515	4	9	3	0	1	1,575 ⁽⁴⁾
	2023	1,575	4	2	3	0	32	1,542
	2024	1,542	0	0	6	47	29	1,460 ^(6,5)

Notes

- (1) The figures in Table No. 3A include status of franchised outlets for Traditional Venue locations as of fiscal year 2022, 2023 and 2024.
- (2) 42 restaurants in North Carolina were transferred from company operated to a franchisee in 2022.
- (3) 27 restaurants in South Carolina were transferred from company operated to a franchisee in 2022.
- (4) Totals include 42 in North Carolina and 27 in South Carolina that were franchised from company owned.
- ~~(5) No Dual Brand Restaurants have been included in this count as there were no Dual Brand Restaurants during these fiscal years.~~
- ~~(6)~~⁽⁵⁾ Total includes 9 restaurants that were temporarily closed as of December 29, 2024.

Table No. 3B

Status of Franchised Outlets for Fiscal Years 2022-2024⁽¹⁾ (Non-Traditional Venue Locations)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
MICHIGAN	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
TEXAS	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
VIRGINIA	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

Table No. 3B

Status of Franchised Outlets for Fiscal Years 2022-2024⁽¹⁾ (Non-Traditional Venue Locations)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
TOTALS ⁽²⁾	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3

Notes

~~(1)~~ (1) The figures in Table No. 3B include status of franchised outlets for Non-Traditional Venue locations as of fiscal year 2022, 2023 and 2024.

~~No Dual Brand Restaurants have been included in this count as there were no Dual Brand Restaurants during these fiscal years.~~

Table No. 4

Status of Company-Owned Outlets for Fiscal Years 2022 - 2024⁽¹⁾

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
ARKANSAS	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
GEORGIA	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	32	0	0	32
	2022	0	0	0	0	0	0

Table No. 5			
Projected Openings As Of January 1, 2025			
State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
ARIZONA	0	1	0
CALIFORNIA	0	1 ⁽⁺⁾	0
FLORIDA	0	1	0
INDIANA	0	1	0
MARYLAND	0	1	0
NEVADA	0	1	0
PENNSYLVANIA	0	1	0
RHODE ISLAND	0	1	0
TEXAS	0	3 ⁽²⁾	0
UTAH	0	1	0
WASHINGTON	0	1	0
Total	0	13	0
Notes (1) Includes 1 projected Dual Brand Restaurant. (2) Includes 1 projected Dual Brand Restaurant.			

Current Franchised Locations

A complete list of our franchisees in the U.S. as of December 29, 2024, including their names, addresses and telephone numbers, is attached as Exhibit H-1. Also included in Exhibit H-1 is the address and telephone number for the individual franchise outlets operated by each franchisee in the U.S. ~~There are no Dual Brand Restaurants in the U.S. as of December 29, 2024.~~

Former Franchisees

A list with the name and last known address and telephone number of each franchisee whose Franchise Agreement(s) has been terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the fiscal year ending December 29, 2024 or who have not communicated with us or our affiliates within 10 weeks of the date of this Disclosure Document is attached as Exhibit H-2.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.